PLANNING ACT 2008

THE INFRASTRUCTURE PLANNING (EXAMINATION PROCEDURE) RULES 2010

APPLICATION BY MERIDIAN SOLAR FARM LIMITED FOR A DEVELOPMENT CONSENT ORDER

WRITTEN REPRESENTATION ON BEHALF OF



NATIONAL GRID ELECTRICITY TRANSMISSION PLC

22 SEPTEMBER 2026

PLANNING ACT 2008

DEVELOPMENT CONSENT ORDER – THE MERIDIAN SOLAR FARM ORDER (THE "ORDER")

WRITTEN REPRESENTATION BY NATIONAL GRID ELECTRICITY TRANSMISSION PLC ("NGET")

1 Introduction

1.1 This Written Representation (**"WR"**) is submitted on behalf of NGET in respect of the application by Meridian Solar Farm Ltd ("**Applicant**") for the Order to enable the construction of the Meridian Solar Project ("**Project**"), and in particular NGET's existing and proposed infrastructure and land interests which will be located within and in close proximity to the proposed limits of the Order boundaries ("**Order Limits**"). This document should be read in conjunction with NGET's relevant representation, which was submitted to the Examining Authority on 2 July 2026 (**"NGET's Relevant Representation"**).

1.2 The Project proposes the construction, operation and decommissioning of a Solar PV electricity generating station, including a co-located Battery Energy Storage System ("**BESS**"), inter-array connections to link land parcels and up to 13 km of new 400kV overhead line grid connection. It proposes a point of connection at the Weston Marsh B NGET substation, which forms part of NGET's proposed Grimsby to Walpole project.

2 Grimsby to Walpole

2.1 Grimsby to Walpole will establish a new 400 kV transmission line of approximately 140 km in length between Grimsby and Walpole and six proposed substations summarised below:

(a) a new substation in the vicinity of the existing Grimsby West substation in North East Lincolnshire

(b) two new substations (Lincolnshire Connection Substations A and Lincolnshire Connection Substation B) located south-west of Mablethorpe in East Lindsey

(c) two new substations (Weston Marsh Substation A and Weston Marsh Substation B) in the vicinity of the existing 400kV Spalding Tee-Point where the overhead lines denoted as 4ZM and 2WS meet located in South Holland District and

(d) a new substation (Walpole B Substation) in the vicinity of the existing Walpole substation located in King's Lynn and West Norfolk District.

2.2 These new substations are planned for offshore wind generation, battery storage/solar interconnectors with other countries and subsea links to Scotland through high voltage direct current (HVDC) links.

2.3 Grimsby to Walpole is critical national infrastructure that is required to increase the capability and capacity of the electricity transmission network between the north of England and the Midlands as part of the Great Grid Upgrade ("**GGU**"). The GGU is the largest overhaul of the electricity grid in generations and comprises 17 major infrastructure projects that will both scale up the grid and update NGET's existing networks. The GGU is essential for connecting renewable energy generation and achieving the Government's drive to achieve Net Zero by 2050.

2.4 The National Energy System Operator's ("**NESO**") Electricity Ten Year Statement 2024 ("**ETYS 2024**") and the Government's Clean Power 2030 Action Plan (Clean Power 2030) both identify that there is a need to rapidly reinforce the network and to deploy additional boundary capability through new projects. ETYS 2024 also identifies a requirement to accelerate network reinforcement in order to reduce network constraint costs as Great Britain transitions towards clean power.

2.5 In Yorkshire and the Humber, NESO's publication Beyond 2030 identifies the need for additional infrastructure to accommodate increasing power flows associated with new offshore wind farms and the wider growth in renewable generation.

2.6 Historically, the transmission system relied on coal-powered generation, but the shift to low-carbon energy has resulted in the closure of these power stations, with more closures expected. New generation capacity is geographically distant from these historical hubs, requiring substantial updates to the transmission system. Urban areas such as the M62 corridor, the Midlands, and the Southeast have high concentrations of electricity demand. As the UK decarbonises, national energy demand will increase, and fossil fuel generation will be replaced by low-carbon alternatives

2.7 As Grimsby to Walpole will provide electricity grid infrastructure including network reinforcement and upgrade works, and associated infrastructure such as substations, Grimsby to Walpole will contribute towards greater efficiency in constructing, operating and connecting low carbon infrastructure to the National Electricity Transmission System ("**NETS**"). This directly supports the UK's commitment to fully decarbonising the power system by 2035.

2.8 Grimsby to Walpole is a project of Critical National Priority as defined by National Policy Statement ("**NPS**") EN-1 and NPS EN-5. It is therefore vital to achieve the UK's energy objectives, together with the national security, economic, commercial, and net zero benefits.

3 Connection Agreement

3.1 NGET and the Applicant were involved in meaningful engagement throughout the Applicant's pre-application period comprising of collaborative design workshops and having regular project team meetings with the Grimsby to Walpole project team, however this came to an end in late 2025.

3.2 Since November 2025, there have been material changes in circumstance; as part of the NESO Connections Reform process, the Applicant's connection agreement, dated 21 September 2023, was replaced by a Gate 1 offer with no identified location for connection or confirmed date for connection.

3.3 A Gate 1 offer is a provisional, deferred connection agreement issued to power generation projects that do not meet the readiness or strategic alignment criteria required for immediate connection (Gate 2). Receiving a Gate 1 notification means that a project can remain in the connections process, but it does not reserve capacity, a place in the queue, provide protected status, or guarantee a connection. To progress, customers must submit a Gate 2 application during an application window (typically to be held every six months) and meet the prescribed evidence requirements to be eligible for a place in the connections queue. It must demonstrate both readiness and strategic alignment.

3.4 Where a Gate 1 notification is received in substitution for a connection agreement, the relevant transmission owner for a project - in this case NGET for the Project - will stop progressing any applicable transmission works where those works are no longer required (i.e. substation and capacity reallocation may continue where needed for current Gate 2 projects or they are economically advantageous for future need; but the works will not be completed for the sole benefit of the Gate 1 project specifically).

3.5 A Gate 1 outcome will remain in place until a customer either reapplies in a future connections application window and meets the criteria for Gate 2, or a customer chooses to terminate its project. In either case, the project will not progress into delivery under the reformed connections pipeline at this time. NESO makes this clear on its website, and this is precisely the circumstances that apply to the Project. As such, it cannot be guaranteed that there would be a connection at any particular location or on any given date. A connection could be located at Weston Marsh, or it could be anywhere else. There is simply no way to tell at this stage where the connection may be and from NGET's point of view it is premature to assume a connection location.

3.6 Should it wish to alter its Gate 1 offer, it is open to the Applicant to apply for a Gate 2 offer in the relevant application window. Alternatively, if it is aggrieved, the correct approach for the Applicant to take would be to appeal the grant of only a Gate 1 offer as opposed to a Gate 2 offer to NESO

directly through the NESO connections portal. It is then for NESO to resolve that on behalf of the Applicant. That is the appropriate forum for resolving this issue before taking steps which interfere with NGET and its undertaking.

3.7 NESO will have considered a number of factors when determining Gate results, one of which was strategic alignment. It is NGET's understanding that the strategic alignment conditions required under NESO's methodology and affecting the Project's application for a grid connection are not met. Here, it is understood that neither the BESS, nor solar components of the Project satisfy NESO's strategic alignment criteria.

3.8 It is NGET's position that the grid connection proposed by the Applicant is entirely presumptive and should not be authorised.

3.9 Separately from the Gate 1 status issue, there is a discrepancy regarding the proposed connection point. The Meridian Solar Project design assumes a point of connection at Weston Marsh B Substation, which forms part of Grimsby to Walpole, and acknowledges Weston Marsh A Substation as an alternative. However, prior to the Connections Reform process, the Meridian Solar Project was allocated a bay at Weston Marsh A, not Weston Marsh B. Accordingly, even setting aside the Gate 1 issue, the Meridian Solar Project's proposed connection point at Weston Marsh B would not have been accounted for within the design for the Weston Marsh B substation.

3.10 Even were it the case (which it is not) that the Project was to have *grandfathered* a connection location, it would not have been at the proposed Weston Marsh B substation. The Applicant is seeking to interfere with NGET's proper planning and management of its undertaking and to undermine NESO's management of connections reform and connection offers.

4 Physical interfaces and proximity

Overhead Line Routeing Options and Design Interactions between the two Projects

4.1 NGET has sought to develop a design option that would secure the successful delivery of both projects. However, as explained further below, this has not been possible.

4.2 North of High Road (A151), overhead lines from both the Project and Grimsby to Walpole must seek routes through a narrow pinch point between Lords Drain and an Anglian Water site.

4.3 NGET considers that the Project's pylon height and proximity to NGET's infrastructure are not acceptable in accordance with applicable technical standards. Where pylons are close together, it is not just a question of ground clearance but also clearance from each other. As pylons move apart or get higher, the sag of the conductor increases, and in wind conditions there is greater swing, bringing lines closer together.

4.4 The Project proposes a 13 km 400 kV overhead line from the proposed solar farm to Weston Marsh and assumes that the overhead line can be routed through land that will also accommodate the Grimsby to Walpole overhead line. The Project proposal assumes instances of the overhead lines of the two projects running in parallel, indeed what is termed "close paralleling". The Project's order limits comprise larger land parcels than are required for the connection to Weston Marsh and to allow flexibility to coordinate with the design of the Grimsby to Walpole Scheme.

Stand-off Distances

4.5 NGET's design work has identified that the separation between the two projects is less than the required stand-off distance set out in National Grid's Technical Specification Generic Design Principles for Overhead Lines TS2.04 Issue 6 (2021). These stand-off distances are required to allow for asset maintenance and general safety.

4.6 The minimum standoff distance should be no less than the height of the tallest tower in that section multiplied by 1.1 times (tower falling distance plus 10%).

4.7 For present purposes, the required stand-off distance between the two overhead lines is around 92.25 metres, based on a 55.5 metre tower height. This would be exacerbated by higher pylons - indeed the Applicant has stated the potential for pylons to be as tall as 66 metres in this location. Currently, the anticipated separation between the two schemes is only around 75 metres, approximately 17 metres below the required standoff distance in the technical specification. The Project's current design would result in operations inside this stand-off distance. This would impede NGET's ability to maintain and operate its assets in a safe manner.

4.8 As a result, appropriate mitigation measures would need to be agreed and secured between the two schemes to ensure the safe construction, future maintenance and operation of both assets; and the residual hazard added to both project's hazard registers. The current design would result in a residual hazard that NGET would be left to manage for the operational life of its asset. Put simply, Grimsby to Walpole and the Project cannot co-exist as currently designed.

4.9 The Project's design must therefore be amended so that it complies with the required stand-off distances. Its current design means that the Project cannot co-exist with Grimsby to Walpole. As such, NGET objects to the Project in its current form. NGET is a licensed transmission system owner obliged to comply with technical standards, including those set out above, and the NETS Security and Quality of Supply Standard. The Applicant is not such an owner or operator and does not have the same duties placed upon it, meaning that it cannot be assumed that it (or its future owners or successors) would maintain the infrastructure it had built in the same manner as NGET. Therefore, maintaining separation standards is critical to protecting NGET and its undertaking.

4.10 North of High Road (A151), overhead lines for both the Project and Grimsby to Walpole must route through a narrow pinch point between Lords Drain and an Anglian Water site ("**High Road Pinch Point**") which is encompassed and screened by woodland. This is designated on the western side of the site as Deciduous under the Priority Habitat Inventory (Natural England)



4.11 The land parcel to the north of the Anglian Water Site as well as the land parcel located to the west of Lords Drain (Wool Hall Farm) are both designated as Coastal Floodplain Grazing Marsh (shown shaded blue above). A number of water pipelines (shown as blue lines above) are present within the fields surrounding the High Road Pinch Point, these add further constraints on both projects' ability to micro-site towers.

4.12 As a result of these constraints, a design that satisfies the required standoff distance of 92.25m (based on a 55.5m tower height) is not possible. This would leave a residual hazard that NGET's Asset Operations team would be required to accept and manage for the operational life of the asset. This would be prejudicial to the operation of NGET's undertaking because:

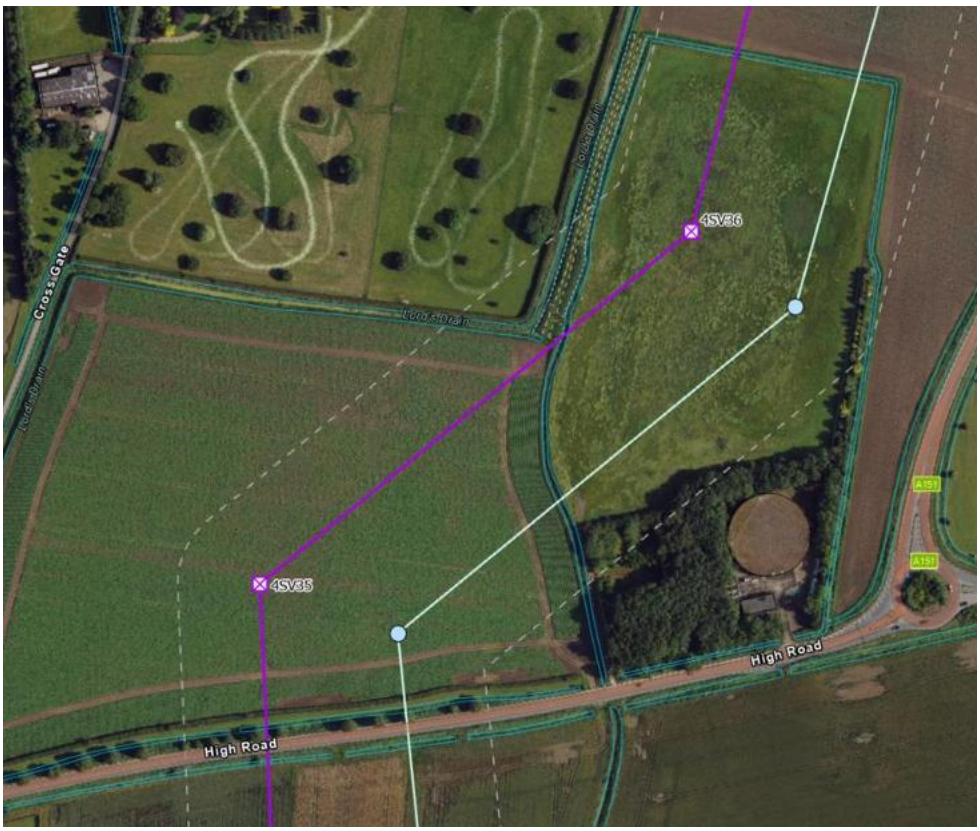
(a) It would compromise its ability to be able to safely operate, maintain and de-commission its assets in order to comply with the Electricity Act, Safety and Quality of Supply Standards (SQSS) and its operating licence. NGET cannot accept a design that prevents it from doing so.

(b) It cannot be confident that the necessary mitigation measures are deliverable, or that a third party could be held to them over the long term, particularly as Meridian is not a transmission owner and is not licensed on the same terms as NGET.

(c) The scheme may change hands a number of times over its operational life, so we may not always be dealing with Meridian or Downing, and there remain open questions as to the regulatory regime that would apply to their line, including whether SQSS applies.

4.13 For these reasons, NGET is not able to support a close parallel arrangement at less than the approved standoff distance through this corridor and does not consider that the two overhead lines can co-exist here. This is based on safety, asset management and regulatory considerations

4.14 The affected NGET pylons are labelled as 4SV35 and 4SV36 and shown on the optimised Grimsby to Walpole alignment below.



5 Existing Infrastructure

5.1 NGET owns and operates the following assets located within and in close proximity to the Order Limits for the Project. These assets form an essential part of the electricity transmission network in England and Wales. The electricity assets impacted are as follows:

(a) 2WS 400 kV overhead line

(b) 4ZM 400kV overhead line

5.2 As a responsible statutory undertaker, NGET's primary concern is to meet its statutory obligations and to ensure that any development does not adversely affect those statutory obligations. NGET has a duty to protect its position in relation to apparatus and land which is within or in close proximity to the Meridian Solar Project's draft Order Limits. Additionally, NGET must protect its ability to deliver, operate and maintain its future proposed infrastructure.

5.3 NGET will therefore require appropriate protection for retained or proposed infrastructure, including compliance with relevant standards for works proposed within close proximity of its apparatus or proposed apparatus.

5.4 NGET's rights of access to inspect, maintain, renew and repair its retained apparatus must be maintained at all times and access to inspect and maintain such apparatus must not be restricted. Similarly, the Applicant must have regard to such reasonable requirements as NGET may articulate in order to ensure the safe, economic and efficient construction, commissioning, operation, maintenance and decommissioning of any future proposed apparatus, including that which may be required in order to facilitate the Project's connection to the National Electricity Transmission System.

5.5 Further, where the Applicant intends to acquire land or rights, or interfere with any of NGET's interests in land or NGET's existing and/or future proposed apparatus, NGET will require appropriate protection.

5.6 The Applicant is seeking the permanent freehold acquisition of land, and the acquisition of temporary and permanent rights over a number of plots containing NGET rights and assets for NGET's existing 2WS and 4ZM 400 kilovolt (kV) overhead line routes, including parcels B4-56, B4-77, B4-79, B4-80, B4-81, B4-84, B4-85, B4-86, B4-87, B5-5, B5-6, B5-8, B5-9, B5-12, B5-14, B5-15, B5-16, and B5-20.

5.7 NGET is a statutory undertaker within the meaning of section 127(8) of the Planning Act 2008 ("**PA 2008**"). All the land in respect of which the Applicant proposes to secure powers of compulsory acquisition (of interests or rights) or of temporary possession was acquired by NGET for the purposes of this undertaking.

5.8 In these circumstances, section 127(2) and (5) of the PA 2008 provide that any order granting development consent for the Project may only include provision authorising the compulsory acquisition of NGET's land or rights therein if this can be done without serious detriment to the carrying on of NGET's undertaking (whether by the provision of replacement land or otherwise) or any detriment in consequence of the acquisition of a right can be made good.

5.9 The Applicant has not yet satisfactorily shown this to be the case. As matters stand, NGET considers that granting the powers of compulsory acquisition sought by the Applicant would cause serious detriment to NGET's undertaking.

5.10 NGET also notes land has been included within the Order Limits for the purposes of Work Nos. 14 and 15 (works in connection with a new National Grid substation), Work Nos. 9 to 13 (works in connection with a connection to the existing overhead transmission electric line) and potentially Work No. 6, as noted in Work Plans [APP-010]. Again, NGET considers that granting the powers of compulsory acquisition sought by the Applicant would cause serious detriment to NGET's undertaking.

6 Protection of NGET Assets

6.1 Without prejudice to the generality of its objection not the application, NGET considers that the proposed DCO must not be made except with protective provisions for its specific benefit.

6.2 NGET requires protective provisions to be included within the Order to ensure that its existing and future assets and interests are adequately protected, as well as to ensure compliance with relevant safety standards. A copy of NGET's required protective provisions ("**PPs**") were provided in NGET's

Relevant Representation and are further attached for ease of reference. Negotiations are ongoing with the Applicant to secure these.

6.3 The upgrading of the electricity transmission system is crucial for the UK. It is essential for the developers of energy projects that there are sufficient connection opportunities to the NETS to allow the benefits of those projects to be realised.

6.4 Based on information currently available, NGET has identified potential interfaces between the Project and Grimsby to Walpole and potentially with NGET's Weston Marsh to East Leicester project (referred to in this section as the "**Proposed NGET Projects**") as set out above.

6.5 Given the critical national importance of the Proposed NGET Projects, PPs to protect and enable it are appropriate. PPs for the protection of assets that have not yet been built are well-precedented in previous DCOs, having been included in the Awel Y Mor ("**AyM**") and Mona Offshore Wind ("**Mona**") DCOs.

6.6 While NGET considers that it is entirely appropriate and proper for the Applicant to offer NGET protective provisions, this is without prejudice to NGET's general position that the grid connection should not be authorised. NGET does not consider protective provisions to cure the problems inherent in the application. Should the Project go ahead, the protective provisions would govern how it is operated, but NGET's position remains that connecting the Project should not take place.

Coordination Between Projects

6.7 It is essential to avoid as far as possible any conflict arising between the carrying out, maintenance and operation of the Project and the carrying out, maintenance and operation of the Proposed NGET Projects. NGET considers that the PPs must make provisions for this.

6.8 A key area of concern for NGET is the likelihood of the potential cumulative effects of the construction of the Project and the Proposed NGET Projects (together with any other projects during the same time period).

6.9 The PPs proposed by NGET would require the Applicant to use reasonable endeavours to avoid conflict between the Project and the Proposed NGET Projects, as follows:

Without limiting any other provision of this Part of this Schedule, the undertaker must use reasonable endeavours to avoid any conflict arising between the carrying out, maintenance and operation of the authorised development and the Proposed NGET Projects. For the purposes of this paragraph, "reasonable endeavours" means –

(a) undertaking consultation with National Grid Electricity Transmission Plc on detailed design and programming of works for the authorised development, taking into account such reasonable representations as National Grid may provide in relation to proposed plans and timetables and ensuring the plans as submitted for approval under the requirements do not unreasonably impede or interfere with the construction of the Proposed NGET Projects;

(b) having regard to the anticipated programme of works for the Proposed NGET Projects and facilitating a co-ordinated approach to construction programming, land assembly, and the carrying out of works in connection with the authorised development and the Proposed NGET Projects where reasonably possible;

(c) undertaking consultation on the detailed design and programming of the authorised development to ensure that the design and programme for the authorised development does not unreasonably impede or interfere with the NGET Projects;

(d) where possible, undertaking the placing of ducting or making provision for the Proposed NGET Projects; and

(e) providing a point of contact for continuing liaison and co-ordination throughout the construction and operation of the authorised development.

6.10 As can be seen, the wording generally requires cooperation and collaboration between the parties. The inclusion of these provisions will ensure a clear framework for managing coordination between different NSIPs and help to ensure that all projects can be brought forward in an efficient manner.

6.11 There is clear precedent for NGET's proposed approach in the AyM and Mona DCOs. The protective provisions secured in the AyM DCO, for example, ensured the protection of existing and future NGET infrastructure at the Bodelywddan substation. In that case, NGET was bringing forward a project to upgrade the existing Bodelwyddan substation comprising extending the substation itself as well as associated overhead line works to the south of the existing substation to enable the connection of multiple projects in this location. The AyM DCO project was just one of the connecting projects and therefore specific protective provisions were included in the AyM DCO to avoid those future NGET works from being prejudiced by the AyM DCO project. As such, NGET is seeking a form of protective provisions based on those included in the AyM DCO.

6.12 NGET requests that the Applicant continues to engage with it in relation to how the Applicant's works pursuant to the Order (if made) will ensure protection for those proposed NGET assets, along with facilitating all future access and other rights as are necessary to allow NGET to properly discharge its statutory obligations.

Policy Support

6.13 The co-operation and co-ordination requirements sought by NGET in its proposed PPs reflect national policy, as set out in the National Policy Statements for Energy.

6.14 Overarching NPS for Energy EN-1 states that "[t]o support the achievement of the transition to net zero, government is accelerating the co-ordination of the development of the grid network to facilitate the UK's net zero energy generation development and transmission" (para 4.11.3).

6.15 This is reflected in the NPS for Renewable Energy Infrastructure EN-3 which states at paragraph 2.8.34 that "a more co-ordinated approach to offshore-onshore transmission is required" and EN-5, at paragraph 2.14.2, which states that applicants should demonstrate that "the construction planning for the proposals has been co-ordinated with that for other similar projects in the area on a similar timeline". Whilst these paragraphs specifically refer to offshore-onshore transmission, and NGET acknowledges that the projects in this case do not involve offshore-onshore transmission, the principle of a co-ordinated approach is equally applicable by analogy to other energy infrastructure schemes such as the Proposed NGET Project.

6.16 The Energy NPS' are therefore strongly supportive of NGET's proposed approach.

7 Restriction on Compulsory Acquisition Powers in Respect of the Project

7.1 In order to prevent serious detriment to the carrying on of NGET's undertaking, protective provisions in the DCO must prevent the exercise of compulsory powers by the Applicant without NGET's consent. Allowing NGET to exercise control over the use of powers of compulsory acquisition will enable it to ensure that serious detriment does not occur. The restriction proposed by NGET is well-precedented and appears in NGET's protective provisions in almost all DCOs, as well as protective provisions in favour of other statutory undertakers such as Network Rail.

7.2 NGET's proposed PPs provide that whenever NGET's consent, agreement or approval is required for the taking of any action by the Applicant, this must not be unreasonably withheld or delayed. To the extent that the Applicant considers a refusal by NGET to agree to the use of powers of compulsory acquisition to be unreasonable (which NGET considers to be extremely unlikely), it would be able to use the arbitration procedure in the DCO to resolve the dispute. NGET submits that this represents a reasonable balance between the interest of the Applicant and the protection of NGET's undertaking.

7.3 The Secretary of State for Energy Security and Net Zero's decision on the Rampion 2 Offshore Wind Farm Extension Project Development Consent Order ("**R2DCO**") provides a recent precedent for this approach. A restriction on the use of powers of compulsory acquisition was included at paragraph 5

of Part 3 of Schedule 10 of the R2DCO. Similar provisions have also previously been included by the Secretary of State in the Sheringham and Dudgeon DCO.

8 Further Representations

8.1 NGET reserves the right to make further representations as part of the Examination process in relation to specific interactions with any NGET projects identified during the Examination process, and as negotiations continue, but in the meantime will continue to liaise with the Project with a view to reaching a satisfactory agreement during the Examination process and will keep the Examining Authority updated in relation to these discussions.

DLA Piper UK LLP
22 September 2026