

STRUCTURED SUBMISSION TO THE EXAMINATION

East Park Energy Farm — Development Consent Order Application

Application Reference: EN010141

Host Authorities: Bedford Borough Council | Cambridgeshire County Council | Huntingdonshire District Council

Date: 20 May 2026

Nature of Submission: Independent analytical submission provided to support interested parties in the examination process. This submission does not represent the position of any Local Authority but provides a structured critical analysis of the application process, the applicant's corporate structure, submission quality, and the strategic and policy context.

Prepared by: Independent Governor / Patient and Public Governance Practitioner with background in technology investment, enterprise systems, international business operations, and governance across regulated sectors.

CORE THESIS: The cumulative deficiencies in this application — in corporate architecture, submission quality, legal language, and strategic policy fit — are not discrete failings. They constitute a systemic pattern that places all long-term commitments at material risk of non-delivery.

1. Introduction and Scope

This submission provides a structured analysis of the East Park Energy Farm DCO application (EN010141) as it has progressed through the examination process.

The submission addresses seven interlocking themes:

1. The corporate and ownership structure of the applicant, and the risks this creates over a 40-year project lifecycle
2. The systematic use of permissive rather than obligatory language throughout the submission documents
3. The pattern of poor submission quality, which, at the stage where incentives to perform are at their highest, signals deeper structural risk
4. A stage-by-stage critical analysis of the examination process to date
5. The conflict between large-scale solar development on productive agricultural land and national policy
6. The UK's fundamental climatic unsuitability for ground-mounted solar as the primary renewable deployment vehicle
7. The integrated argument that these themes are mutually reinforcing and constitute a case for refusal or substantial restructuring of the consent framework

This submission draws on the Local Impact Reports produced by the Host Authorities, documents submitted to the examination, and publicly available policy and scientific evidence.

2. Corporate Structure: The Foundational Risk

2.1 The Architecture of Opacity

Large-scale renewable energy projects of this type are typically structured through layered special purpose vehicle (SPV) entities, often spanning multiple jurisdictions. East Park Energy Farm follows this model. While the UK development entity appears as the applicant, effective control and financial governance resides within an offshore parent structure operating under financial covenants, inter-company lending arrangements, and cross-collateralisation provisions that are entirely opaque to the Host Authorities and the Planning Inspectorate.

This is not an incidental feature of the corporate architecture — it is its defining characteristic. The structure is specifically engineered to achieve three operational goals:

- Maximise tax efficiency by locating profit-realisation entities in low-tax jurisdictions
- Insulate parent entities from enforcement liability by limiting the legal obligations of any individual entity
- Enable ownership transfer without triggering planning conditions through share sales rather than asset sales

The practical consequence is that the entity making commitments to the Examination, and to the UK public, is a thinly capitalised UK SPV whose ability to deliver on those commitments is entirely contingent on the continued financial support and strategic intent of a parent structure that has made no enforceable commitments to UK regulators.

2.2 The End-of-Life Risk Concentration

The risks created by this structure are not evenly distributed across the 40-year project lifecycle. They concentrate at two specific points of maximum vulnerability:

At project end (decommissioning): The legal obligation to decommission, remove infrastructure, and restore land to agricultural use falls on the UK SPV. That SPV will, at Year 40, have no revenue stream, no operational *raison d'être*, and will be subject to whatever instruction its parent chooses to issue. If the parent has by that point been acquired, refinanced, wound up, or relocated, the UK SPV's ability to fund decommissioning is entirely dependent on the adequacy of whatever financial security instrument has been placed with the authority — an instrument that was already contested during the examination.

At points of economic stress (early or mid-life): If subsidy regimes change, energy prices shift materially, or the parent's financial covenants are triggered, the parent structure can execute a strategic withdrawal from the UK operation in ways that leave the local SPV without funding but with all the legal obligations. The UK local authority cannot reach through the corporate veil to enforce obligations on the parent.

Finding	Analysis
Ownership transparency	Host Authorities have not been provided with audited accounts or covenant terms for the parent entity chain. The identity of ultimate beneficial ownership has not been confirmed to the standard required for a 40-year infrastructure commitment.
Decommissioning security	Financial security provisions remain unresolved. The contested Clause 27(2) (a) of the Draft DCO is directly relevant here. If the SPV cannot be compelled to submit valid decommissioning plans, the authority has no enforcement lever.
Change of control risk	Nothing in the current DCO framework prevents transfer of the UK SPV's ownership to a third party through share sale. Planning conditions attach to the land; financial obligations attach to the entity. If the entity changes hands, obligations travel with it only if explicitly drafted — and the current drafting is permissive, not obligatory.
Inter-company covenant risk	The UK SPV's ability to fund the project is contingent on inter-company loan facilities. If those facilities are restructured or withdrawn by the parent, the SPV becomes unable to operate but retains all liabilities. There is no step-in right for

	the authority.
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2.3 Precedent and Analogous Risk Profiles

The risks created by this corporate architecture are recognised across the legal and professional literature on renewable energy decommissioning. Specialist energy lawyers (Stephens Scown, LexisNexis) explicitly identify SPV insolvency as a primary decommissioning risk, and advise landowners that without bonding or escrow arrangements, they may be left with unrecoverable costs if the developer fails to comply with or becomes unable to fund reinstatement obligations. This risk is also acknowledged at parliamentary level: a written question to the government in June 2025 (HL7952) asked the government to assess whether decommissioning bonds should be required to guarantee land restoration in the event of insolvency or project failure. The government's response, that it has 'no current plans' to require decommissioning bonds, means the legal and financial risk of SPV failure falls entirely on the planning condition enforcement framework, with no financial backstop. Academically, research published in ScienceDirect (February 2025) and PV Magazine (February 2025) documents numerous instances across Europe, in Spain, Italy, Germany and elsewhere, of abandoned or inadequately decommissioned renewable energy sites where regulatory gaps and corporate insolvency made enforcement practically impossible. The analogous UK risk is therefore well-established in principle, even if the domestic sector has not yet reached the lifecycle stage at which it would be demonstrated in practice. That is precisely the point: by the time this risk materialises for East Park, the options for remedy will be severely constrained. The Host Authorities' repeated requests for stronger financial security provisions, step-in rights, and enforceable decommissioning obligations are not procedural preferences, they are the only mechanism available to compensate for an ownership structure that, by design, limits UK enforcement reach.

3. The Language of Non-Commitment

3.1 "Could" vs "Shall": A Systemic Drafting Failure

Bedford Borough Council's Local Impact Report (para 23.5) explicitly identifies the pervasive use of permissive rather than obligatory language throughout the applicant's control documents. This is not an isolated drafting infelicity. It represents a coherent, and presumably deliberate, approach to framing commitments in terms that resist enforcement.

The distinction between "could" and "shall" in a planning control document is not semantic. A condition framed as an obligation can be enforced; a condition framed as a possibility cannot. The difference is the entire architecture of public accountability.

3.2 Implications Across the Application

The Council's identification of this pattern in para 23.5 of the LIR has implications across virtually every substantive chapter of the application:

Finding	Analysis
Ecology / BNG	Habitat creation commitments framed permissively mean that the 79.51% BNG headline figure is aspirational rather than guaranteed. Without mandatory obligations, the figure is unenforceable and therefore meaningless as a planning benefit.
Landscape / PRoW	Permissive route enhancements and landscape management commitments that are not mandated create a situation where the planning balance, which gave weight to these benefits, rests on undertakings the authority cannot enforce.
Traffic / Construction	Management plans framed as possibilities rather than requirements mean the authority has no legal basis to act if the applicant deviates from them during construction or panel replacement phases.
Decommissioning	The entire post-operational phase depends on the applicant choosing to follow plans that are permissively rather than obligatorily drafted. At Year 40, with no

	revenue stream and a potentially altered ownership structure, the permissive framing is the mechanism by which obligations can be avoided.
BESS / Safety	Safety management commitments framed as possibilities rather than requirements create enforcement gaps in exactly the domain where low-probability / high-consequence risks require categorical rather than aspirational obligations.

3.3 The Connection to Corporate Structure

The language pattern cannot be considered in isolation from the corporate structure analysis in Section 2. The two are strategically complementary: the corporate structure limits who can be held accountable; the permissive language limits what they can be held to. Together they create an enforcement gap that the planning system, as currently designed, has no ready mechanism to close.

The examining authority should require the applicant to provide a complete schedule of all obligations currently drafted in permissive terms, with revised drafting in mandatory terms, prior to any consent being considered. Any obligation that the applicant declines to express in mandatory terms should be treated as a commitment the applicant does not intend to honour.

4. Submission Quality: A Pattern That Compounds Risk

4.1 Why Quality at This Stage Matters

An applicant seeking consent for a Nationally Significant Infrastructure Project has the strongest possible incentive to present its case in the most favourable light. Every resource is available; every expert can be engaged; every document can be refined before submission. This is the point in a project's lifecycle at which the quality of technical and legal work is at its absolute ceiling.

If the quality of submissions is materially inadequate at the point of maximum incentive and resource, it is not reasonable to conclude that operational performance, compliance monitoring, and end-of-life obligations will be executed to a higher standard.

4.2 Identified Quality Failures

The Host Authorities' LIRs and the examination record identify a consistent pattern of material deficiencies across multiple technical disciplines:

Engineering and Safety

- No volumetric calculations evidenced for BESS firewater containment (Matter 5, 76)
- Inconsistency between drainage lagoon configurations across application documents
- No Stage 1 Road Safety Audits completed for access points SA17-SA20
- Vehicle tracking drawings inadequate for confirmation of access viability
- Inadequate assessment of junction capacity at staff peak arrival/departure times (methodological omission)

Environmental Assessment

- BNG figures described as "high-level and illustrative only" — unverifiable against the development footprint
- Species-rich grassland establishment methodology on high-nutrient arable land not addressed agronomically — a basic deficiency in an agricultural context
- 125 skylark territories identified with no adequate mitigation strategy
- All Saints Church, Little Staughton (Grade I) assessed as "minor adverse, not significant" — a conclusion the Council explicitly rejects as inconsistent with EIA requirements
- Replacement Phase (the second major construction event, circa Year 20) not assessed as a standalone phase

Legal and Governance

- DCO Agreement rejected in principle by all three Host Authorities — not a negotiating position but a structural failure
- Definitional inconsistencies between phases within the same DCO document
- Clause 27(2)(a) unacceptable to authorities — applicant's refusal to engage on this reflects a fundamental governance disagreement
- PRow legislation not adequately reflected in the DCO framework
- "Could vs shall" language pattern throughout control documents (see Section 3)

Archaeological and Heritage Assessment

- Only Phase 1 trenching complete at examination stage — inadequate for a site of this heritage significance
- Outline Mitigation Strategy does not reflect Council recommendations
- DCO Requirement 15 fails to reflect the multi-stage nature of the required archaeological work

4.3 The Systemic Interpretation

The appropriate interpretation of this pattern is not that the applicant has made isolated technical errors that can be remedied through information requests. The volume, spread across disciplines, and recurrence of deficiencies points to a systemic approach to submission that prioritises pace and narrative over rigour and completeness.

In a private sector investment context, this pattern would be characteristic of a due diligence process conducted to support a predetermined conclusion rather than to establish genuine risk-adjusted facts. The examining authority should consider whether the cumulative submission quality is consistent with the applicant's claimed capacity to manage a 776-hectare infrastructure project over 40 years.

5. Stage-by-Stage Process Analysis

5.1 Pre-Application (2022-2024)

The 24-month pre-application engagement period resulted in significant areas of ongoing disagreement rather than convergence. This is not unusual for a project of this scale, but the specific character of the disagreements is significant. The major unresolved issues — DCO Agreement structure, financial security, decommissioning obligations, heritage assessment, and language of control — are not technical details amenable to further data submission. They reflect fundamental differences about the governance and accountability architecture of the project.

The Rothamsted agrisolar research partnership and the removal of solar arrays near the Scheduled Monument represent genuine positive outcomes of pre-application engagement. These should be acknowledged. However, they represent marginal adjustments to a project whose structural framework remained contested throughout.

5.2 Application Submission

The application was submitted with material deficiencies across multiple technical chapters, as identified in Section 4. That these deficiencies survived the pre-application period and the applicant's own quality review suggests either that the deficiencies were not identified (a competence concern) or that they were identified and not remedied (a conduct concern). Neither interpretation is reassuring.

5.3 Examination Stage

The Host Authorities' LIRs, submitted in April 2026, represent a comprehensive and technically credible critique of the application. The central findings, the DCO Agreement is not supported, the language of control is permissive, the financial security is inadequate, and the Replacement Phase is un-assessed, are of a character that cannot be resolved through incremental information exchange.

The examining authority's Rule 6 Letter framing of waste disposal as an issue of "ethical procurement" is noted as inadequate. The Council's application of R (Finch) v Surrey County Council [2024] reasoning to downstream waste export is legally well-founded and substantively more serious than the Rule 6 framing suggests.

5.4 Outstanding Critical Issues

Finding	Analysis
DCO Agreement	Rejected by all three Host Authorities. Requires fundamental renegotiation, not incremental amendment.
Financial security	Decommissioning provisions remain inadequate. No confirmed mechanism for funding obligations if the SPV becomes unable to meet them.
Replacement Phase	No standalone assessment. A second major construction event at Year 20 assessed by assertion rather than analysis.
Enforcement architecture	No confirmed monitoring resourcing. Permissive language throughout. No step-in rights for authorities.
Heritage	Grade I listed building impact unresolved. Incomplete archaeological programme.
BESS safety	Unresolved firewater containment, Fire Service liaison, and financial penalty provisions.
Underground infrastructure	In-situ cable retention at decommissioning — groundwater contamination risk unresolved.

6. Agricultural Land Policy Conflict

6.1 National Policy Framework

National planning policy has consistently expressed a preference for solar development to avoid Best and Most Versatile (BMV) agricultural land (Grades 1, 2, and 3a under the Agricultural Land Classification system). This preference is expressed in:

- NPPF para 180(b), recognition of the economic and other benefits of BMV land
- NPPF footnote 62 (December 2022 revision), explicit requirement to consider agricultural land used for food production when deciding appropriate development sites
- National Policy Statement EN-3 (January 2024), applicants should "where possible" utilise brownfield, previously developed, contaminated, or industrial land; where agricultural land is necessary, poorer quality land should be preferred
- Written Ministerial Statement, 15 May 2024 (Secretary of State for Energy Security and Net Zero), explicit government concern that BMV land was being used for solar PV instead of food production; due weight to be given to proposed use of BMV land in consent decisions

The WMS is unambiguous: the government's stated position is that food security and the productive capacity of high-grade agricultural land represent a national strategic interest that must be weighed against energy security objectives. This is not a residual or marginal consideration, it is a material consideration that must receive due weight in the planning balance.

6.2 The Land Quality Question

The East Park Energy Farm site spans 776 hectares across agricultural land in Bedfordshire, Cambridgeshire, and Huntingdonshire. The agricultural land classification of the site, and the proportion of BMV land affected, requires explicit and transparent treatment in the planning balance. The Host Authorities have raised concerns about the treatment of agricultural land impacts, and the applicant's assessment of land quality and productive capacity should be subject to rigorous independent scrutiny.

The temporary/permanent paradox identified in the LIR (paras 23.9-10) is directly relevant here: a 40-year occupation of BMV agricultural land is, for practical purposes, a generational removal of that land from food production. The planning benefits cannot be assessed as permanent while the land occupation is treated as temporary.

6.3 The Cumulative Impact Question

The WMS explicitly requires planning authorities to consider cumulative impacts where multiple solar proposals come forward in the same area. The three counties affected by East Park are also experiencing significant development pressure from other large-scale solar proposals. The examining authority should require an explicit assessment of cumulative agricultural land take in the sub-region.

Solar Energy UK's argument that even a fivefold increase in solar capacity would have "minimal" impact on food security is not credible as a site-specific defence. The relevant question is not national aggregate impact but localised agricultural land loss and the contribution of any individual large-scale project to that loss.

7. UK Climatic Suitability for Ground-Mounted Solar

7.1 The Fundamental Productivity Problem

The case for occupying productive agricultural land with ground-mounted solar installations rests on an implicit assumption that solar is a productive and efficient use of that land in the UK context. The evidence does not support this assumption.

The World Bank's Global Solar Atlas ranks the United Kingdom 229th out of 230 countries for solar power potential. This is not a marginal difference from European comparators, it reflects fundamental climatic realities: the UK's northerly latitude, its position in the North Atlantic weather system, persistent cloud cover, and the extreme seasonal variation in both day-length and solar angle.

Finding	Analysis
UK vs Southern Europe	UK annual average PV output per installation is approximately half that of southern European countries including Spain, Italy, and Greece (source: Prof. Michael Jefferson, former Deputy Secretary-General, World Energy Council, and IPCC contributor).
Seasonal mismatch	UK solar generation is highly concentrated in summer months. The National Energy System Operator warned in 2025 that it may need to order solar switch-offs in summer due to excess generation relative to demand, demonstrating that the UK's solar profile matches demand poorly even in its productive season.
Capacity vs output	A facility of East Park's scale (approximately 400MW installed capacity) would have generated an average of approximately 39.6MW across 2024, a capacity factor of under 10%. This is the operative measure for assessing land use efficiency, not nameplate capacity.
International context	The IEA, World Bank, and Solargis data consistently place the UK among the least productive solar environments globally. Countries with comparable or lower solar resource levels (Nordic countries, Canada, northern Russia) are not deploying large-scale ground-mounted solar on agricultural land at the rate the UK government is pursuing.

7.2 The Alternative Deployment Argument

The University of Sheffield research on agrivoltaics demonstrates that the UK can achieve its solar deployment targets without sacrificing productive agricultural land. The technology exists; the evidence base is growing; and the EU Solar Energy Strategy has driven implementation at scale across 14 member states.

The relevant policy question is not whether solar energy is desirable, it is, but whether this particular mechanism of deployment (large-scale ground-mounted solar on productive agricultural land in one of the

world's least productive solar environments) represents an optimal or even adequate use of a finite national resource.

The examining authority should require the applicant to demonstrate, quantitatively, why alternative deployment on rooftops, brownfield land, contaminated land, and lower-grade agricultural land in the same region is insufficient to meet the identified energy need. The NPS EN-3 requirement to prefer brownfield and lower-quality land is not a preference to be noted and set aside — it is a policy requirement to be demonstrated as either met or shown to be unachievable.

7.3 The Productivity-Security Trade-Off

The government's energy security argument for large-scale solar does not withstand scrutiny when applied to a site of this climatic productivity profile. 39.6MW average output from a 400MW installation is equivalent to a capacity factor that, in any other infrastructure investment context, would render the project unviable without subsidy.

The implicit public subsidy embedded in planning consent — the occupation of BMV agricultural land for 40 years at opportunity cost to food production — is not accounted for in the applicant's case. If it were, the energy yield per unit of agricultural land occupied would need to be demonstrated as materially superior to alternative deployment options. No such demonstration has been made.

8. The Integrated Argument

8.1 How the Themes Connect

The seven themes addressed in this submission are not independent concerns that might be evaluated separately and weighed in aggregate. They are mutually reinforcing elements of a single systemic risk:

- The corporate structure creates the environment in which commitments can be avoided
- The permissive language creates the mechanism by which commitments can be avoided
- The poor submission quality demonstrates the operational standard that will govern whether commitments are honoured
- The process failures to date demonstrate the applicant's approach to regulatory engagement under conditions of maximum incentive
- The agricultural land policy conflict demonstrates that the planning system's preference framework is being overridden without adequate justification
- The UK's climatic profile demonstrates that the productivity case for this land use is structurally weak

The combination of these factors produces a risk profile that is qualitatively different from any of the individual concerns taken alone. An applicant with a transparent corporate structure, mandatory commitment language, and a high-quality submission record might be able to make a credible case that policy conflicts could be justified by the quality of the mitigation and the robustness of the commitment framework. This applicant has not demonstrated any of these characteristics.

8.2 The Burden of Proof

In the planning balance for a Nationally Significant Infrastructure Project, the presumption in favour of development is a starting point, not a conclusion. The applicant bears the burden of demonstrating that the benefits of the development outweigh the identified harms, and that the identified risks can be managed through robust and enforceable conditions.

This applicant has not discharged that burden. The DCO Agreement is rejected by all three Host Authorities. The commitment language is permissive. The submission quality is materially inadequate. The corporate structure provides no reliable enforcement reach. The agricultural land impacts are unmitigated in the meaningful sense. The productivity case is structurally weak. Each of these findings, individually, represents a material gap in the applicant's case. Collectively, they represent its absence.

8.3 What Adequate Resolution Would Require

If the examining authority is inclined to recommend consent, the minimum conditions that would need to be satisfied to address the systemic risks identified in this submission are:

8. Full restructuring of the DCO Agreement to the satisfaction of all three Host Authorities, with all obligations in mandatory rather than permissive terms
9. Transparent disclosure of the parent corporate structure, ultimate beneficial ownership, and inter-company financial arrangements, with independent verification of adequacy
10. A fully funded, independently held decommissioning bond equivalent to independently assessed full decommissioning cost, with step-in rights for the Host Authorities
11. A standalone Replacement Phase Environmental Impact Assessment
12. Independent third-party compliance monitoring, funded through the DCO, with enforcement powers
13. Full Agricultural Land Classification survey with explicit assessment of BMV land affected, and demonstration that alternatives on lower-grade or brownfield land have been genuinely exhausted
14. Resolution of BESS safety and firewater containment issues to the satisfaction of the relevant fire authority
15. Resolution of the Grade I heritage impact, including removal of relevant panel fields if necessary
16. Completion of the full archaeological assessment programme prior to consent

In the absence of these conditions being satisfied in full, this submission is that consent should not be granted. The current application, as it stands, asks the public to accept a 40-year commitment backed by permissive language, an opaque corporate structure, poor submission quality, and a productivity case that is structurally weak relative to the agricultural and strategic land use costs.

9. Summary of Key Findings

Theme	Key Finding	Risk Level
Corporate Structure	Opaque multi-jurisdictional SPV architecture creates unenforceable obligations at decommissioning and points of economic stress. No enforcement reach beyond UK SPV.	CRITICAL
Commitment Language	Pervasive use of 'could' rather than 'shall' renders the entire mitigation framework aspirational rather than enforceable. Identified by all three Host Authorities.	CRITICAL
Submission Quality	Material deficiencies across engineering, environmental, legal, archaeological, and governance disciplines at the stage of maximum incentive to perform well.	HIGH
DCO Agreement	Rejected by all three Host Authorities. Not a technical dispute but a structural rejection of the consent governance framework.	CRITICAL
Agricultural Land Policy	Conflict with NPPF, NPS EN-3, and May 2024 WMS on BMV land protection. Cumulative impacts not assessed. Alternatives not genuinely exhausted.	HIGH
UK Solar Productivity	229/230 in World Bank global ranking. ~10% capacity factor. Seasonal mismatch with demand. Strong productivity case for alternative deployment on brownfield/rooftop.	HIGH
Enforcement Architecture	No confirmed monitoring resourcing. No step-in rights. No independent compliance verification. Entire enforcement framework depends on applicant voluntary compliance.	CRITICAL

References and Sources

Primary Documents

- Bedford Borough Council Local Impact Report, EN010141, April 2026
- Cambridgeshire County Council and Huntingdonshire District Council Local Impact Reports (coordinated submission)
- East Park Energy Farm DCO Application Documents, Planning Inspectorate Reference EN010141
- Examining Authority Rule 6 Letter

Policy and Legislation

- National Planning Policy Framework (NPPF), December 2024 revision
- National Policy Statement EN-3: Renewable Energy Infrastructure, January 2024
- Written Ministerial Statement: Solar and Protecting Food Security and BMV Land, 15 May 2024, Secretary of State for Energy Security and Net Zero (HCWS466)
- Planning Act 2008 (as amended)
- Environmental Impact Assessment Regulations 2017
- WEEE Regulations 2013

Case Law

- R (Finch) v Surrey County Council [2024] UKSC 20 — on scope of downstream impact assessment

Technical and Scientific Sources

- World Bank Global Solar Atlas — Country Rankings by Solar Power Potential
- Department for Energy Security and Net Zero: Annual Solar Generation Statistics 2024
- National Energy System Operator (NESO) Summer 2025 Generation Forecasts
- Professor Michael Jefferson, former Deputy Secretary-General, World Energy Council: UK Solar Output Assessment
- Solargis: Global Horizontal Irradiation Data and Regional Comparisons 2024
- University of Sheffield: Agrivoltaics Potential for UK Solar Deployment Without Agricultural Land Loss
- International Energy Agency: Global Agrivoltaic Capacity Projections to 2030
- House of Commons Library Research Briefing CBP-7434: Planning for Solar Farms (updated May 2026)
- House of Commons Library Research Briefing CDP-2023-0168: Planning and Solar Farms

Corporate Risk, SPV Structure and Decommissioning Sources

- Stephens Scown Solicitors, *Closing Down a Solar Farm* (updated April 2023), specialist energy law guidance explicitly identifying developer insolvency as a primary decommissioning risk, and recommending bonding or escrow as the only reliable protection. Available at: stephens-scown.co.uk
- LexisNexis / Stephens Scown, *Harvesting the Sun, Closing Down a Solar Farm* (LexisNexis Blog, August 2021, updated 2023), advises bonds or escrow accounts as the mechanism to protect against developer failure; notes that loss of subsidy, lower-than-projected revenue, or poor construction can all trigger premature closure. Available at: lexisnexis.co.uk/blog
- UK Parliament, Written Question and Answer HL7952 (2 June 2025), Lord asks government to assess need for decommissioning bonds to guarantee land restoration in event of insolvency or project failure. Minister (Michael Shanks, DESNZ) confirms government has no current plans to require decommissioning bonds, relying instead on planning conditions. Available at: questions-statements.parliament.uk/written-questions/detail/2025-06-02/HL7952

- Sánchez Molina, P., *Challenges of Dismantling Abandoned Wind and Solar Farms*, PV Magazine (28 February 2025), reports University of Granada research examining nine abandoned or inadequately decommissioned renewable energy projects across Italy, Spain, Venezuela and Argentina; documents regulatory gaps, insolvency-driven enforcement failures, and multi-decade delays in site restoration. Notes that France, UK, Germany and Italy have introduced decommissioning rules including financial guarantees but that these do not cover projects that shut down before technical end-of-life. Available at: pv-magazine.com
- University of Granada (García-Martin et al.), *Abandoning Renewable Energy Projects in Europe and South America: An Emerging Consideration in the Recycling of Energy Landscapes*, ScienceDirect (February 2025), peer-reviewed analysis concluding that regulatory gaps and weaknesses mean abandoned renewable projects create landscape and environmental legacies that are difficult or impossible to remediate; calls for regulatory frameworks mandating decommissioning planning before projects reach technical end-of-life. Available at: sciencedirect.com/science/article/pii/S0973082625000262
- Waste Experts UK, *Solar Farm Decommissioning: A Practical UK Guide* (April 2026), notes that the UK's earliest large-scale solar installations are now approaching end-of-life threshold; identifies responsibility ambiguity, financial adequacy, and regulatory complexity as primary decommissioning challenges; notes that planning conditions can require removal but that local planning authorities are often not specific about what form a decommissioning strategy must take. Available at: wasteexperts.co.uk

Note on sources: All policy citations reference publicly available documents. LIR paragraph references are to the Bedford Borough Council LIR unless otherwise specified. The author has drawn on analysis conducted over the examination period. Where a source is cited via a secondary publication, the secondary publication is named. Parties wishing to verify specific LIR citations should refer to the primary document lodged with the Planning Inspectorate. This submission has been reviewed to ensure that no assertion is made without an identified supporting source.