HAVE YOUR SAY: Comment in support of ISH1.

My Association wishes to address one specific matter in respect of the draft DCO, the section related to "Decommissioning and Restoration".

Clause 14 (1) to (7), as drafted by the Applicant, deals only with obligations relating to when and how the decommissioning should be undertaken. It contains no mechanism by which decommissioning can be guaranteed or paid for.

Section 4 of our BYG RR (pp19-21) explains there is no way of ensuring PVDP or Solar Five will exist when decommissioning becomes a legal requirement, so that a DCO requirement could be enforced against them.

Sections 2 and 3 of the BYG RR describe the lack of transparency in the funding and operations behind the Applicant, which is primarily offshore of the UK.

It seems, therefore, that it would be inappropriate at best for the SoS to assume they will have sufficient funds within the jurisdiction of the UK legal system in 40 years` time to fund the decommissioning if legal action was then required to enforce it.

As the long-term owner of the major part of the Application Site, Blenheim Estate might be expected to stand behind the scheme and its decommissioning. It has not done so and it cannot be assumed its funds would be used.

However, in a Community Meeting about BWSF hosted by Bladon PC on 22 November 2022, the then (and now) CEO of Blenheim Estate confirmed that the developer would be responsible for the decommissioning. He indicated that there were (at that time) bonds in place in case the developer was to be bankrupted midway through the project in order to ensure the funds are there to restore the land to its previous commission. The meeting record is available if ExA would like to see a copy.

The Leader of WODC (and Woodstock County Councillor) attended that meeting. Para 102 of the WODC RR makes specific reference to WODC`s concerns about the funding of the project.

Presumably, if bonds had been in place, then Application Documents, such as the Funding Statement, would have referred to them and the DCO Clause 14 would have been drafted differently. We must assume, therefore, that they are not.

It is the view of BYG (RR para 4.7) that an appropriate form of bond should be lodged by PVDP before construction is allowed to proceed. The amount of the bond would need to be set at the decommissioning cost (assessed by independent experts) and to include a contingency large enough to cover all eventualities over the 40-year life of the project, including inflation.

Our suggestion is that the DCO could be modified to accommodate this requirement in a relatively straightforward way. The model may exist in Clause 46 "*Guarantees in respect of payment of compensation*" where 46 (1) makes

arrangements to ensure payment for land and for rights acquired for developing the scheme. Presumably, if requested, the Applicant`s lawyers would modify the draft DCO to include a decommissioning guarantee.

BYG believes (RR para 4.9) that only if the SoS can find a mechanism to ensure absolutely that the scheme is fully decommissioned would it be reasonable to assess its impacts as ending after 40 years and the scheme being temporary.

We would suggest that even if such bond or guarantee is unusual for this type of development it would be appropriate in the circumstances of this scheme. This is in view of the opacity of ownership; the lack of transparency in the funding; the scale of the scheme; the scale of the mess it would leave if not properly decommissioned; and the cost to the public purse of clearing up that mess. All this in the context of the consequent impact on people, places, environment, heritage assets, and food production.

The CEO of Blenheim seems to believe a bond is appropriate. The Applicant claims to want the proper decommissioning on which their scheme is based.

Putting some form of guarantee in place to cover the financial cost of a known future event is not unusual in contracts. It would surely be a reasonable approach in respect of BWSF.

END