



# **Botley West Solar Farm**

Written Summary of Applicant's Oral Submissions at the  
Compulsory Acquisition Hearing 1 (CAH1)

**October 2025**

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Planning Act 2008; Infrastructure Planning (Examination Procedure) Rules 2010

# 1. Introduction

1.1.1. The following speakers were present at the hearing for Photovolt Development Partners (**PVDP**) on behalf of SolarFive Ltd (**the Applicant**):

- Toby Yeates, Associate at Pinsent Masons LLP;
- Gareth Phillips, Partner at Pinsent Masons LLP;
- Martin Williams, Head of Renewables at Ardent Management;
- Hichem Trabelsi, Technical Project Manager at PVDP;
- John Watkins, Technical Project Manager at PVDP; and
- David Archibald, Transport Director at RPS.

1.1.2. This note summarises the oral submissions made on behalf of the Applicant at Compulsory Acquisition Hearing 1 (**CAH1**) held on 8 October 2025 in relation to the application for development consent (**Application**) for the Botley West Solar Farm (the **Project**).

1.1.3. Where the Examining Authority (the **ExA**) requested additional information from the Applicant on specified matters, or the Applicant undertook to provide additional information during the course of CAH1, that information is either set out in this document or otherwise submitted as part of the Applicant's Deadline 6 submissions.

1.1.4. This note does not purport to summarise the oral submissions of other parties, and summaries of submissions made by other parties are only included where necessary to give context to the Applicant's submissions, or where the Applicant agreed with the submission(s) made and so made no further submissions (this is noted within the document where relevant).

1.1.5. The structure of this note follows the order of the items listed in the detailed agenda published by the ExA [**EV6-001**] (the **Agenda**). Numbered agenda items referred to are references to the numbered items in the Agenda. The Applicant's substantive oral submissions commenced at Item 3 of the Agenda. Therefore, this note does not address Items 1 and 2 on the Agenda as these were procedural and administrative in nature.

## 2. Written summary of the Applicant's oral submissions

#	Agenda item	Applicant's response
3a	Section 122 and 123 of the Planning Act 2008 (PA2008) - Purpose for which compulsory acquisition may be authorised and land to which authorisation of compulsory acquisition can relate	<p>The ExA noted that, at Deadline 5, the Applicant had submitted the latest version of the <b>Land and Rights Negotiation [CR2-013]</b>. The ExA requested confirmation as to whether there had been any significant updates since that submission, asking the Applicant to focus its response on table 1 and table 2 of the tracker, with statutory undertakers to be addressed under a later agenda item.</p> <p>Mr Williams, on behalf of the Applicant, confirmed that since the Change Request, discussions have been ongoing with various parties. He stated that none of the agreements have been completed (i.e., no change from orange to green status since Deadline 5). However, he noted that several discussions have progressed, with only a few minor points remaining outstanding on a number of the agreements.</p> <p>The ExA asked in regard to negotiations with the Punch Partnership Limited, noting that there had originally been an issue regarding the Option for Easement Agreement. The ExA acknowledged that, according to the update at Deadline 5, discussions were looking more positive, and requested an update as to whether discussions were ongoing and what progress had been made.</p> <p>Mr Williams confirmed that, in relation to Punch Partnership, all terms have now been agreed and the agreement is currently progressing through the internal sign-off process. Mr Williams stated that the Applicant is awaiting completion of this process and anticipates that the agreement will be finalised by Deadline 6.</p> <p>The ExA asked for an update with regard to the position with Smith and Sons.</p> <p>Mr Williams confirmed that, in relation to Smith and Sons, a meeting had been held since Deadline 5 with the landowner's agent, which resolved a number of terms within the Heads of Terms agreement. Mr Williams noted that a few outstanding points remain; however, the landowner's agent indicated during the meeting an intention to reach a voluntary agreement. Mr Williams stated that, while it is likely</p>

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		<p>that final agreement will be reached after the end of the examination, the Applicant remains hopeful that a voluntary agreement will be secured.</p> <p>The ExA queried the position as to unregistered land.</p> <p>Mr Williams confirmed that there has been no change in the ownership position since the Change Request. He stated that meetings have taken place with the interested party's (IP) legal team and that some documents have been provided suggesting that ownership of the unregistered plot lies with the garage. However, the Applicant is not satisfied with this position and has requested further information. Discussions between the respective legal teams are ongoing.</p> <p>The ExA requested an update in respect of negotiations with Siemens Healthcare Limited (Siemens).</p> <p>Mr Williams confirmed that ongoing dialogue and discussions have taken place with Siemens, including a meeting on Monday 6 October, attended by all parties to discuss the representation made at Deadline 5 and the ongoing negotiations regarding Wharf Road and the plots owned by Siemens from a property perspective. Since the last deadline, the Applicant has received a markup of the terms from Siemens' representatives in relation to plot 1129 and will be entering into further discussions and negotiations on that basis.</p> <p>The ExA requested that the Applicant explain how the proposed mitigation measures in the DCO would ensure that Wharf Road remains open and unobstructed, noting that this was a point raised by Siemens in their Deadline 5 submission <b>[REP5-134]</b>. The ExA asked the Applicant to provide further detail on this matter.</p> <p>Mr Yeates, on behalf of the Applicant, explained that the issue of maintaining access to Wharf Road was central to recent discussions with Siemens, including the meeting held on Monday 6 October. He stated that, while the works powers under the DCO and the Applicant's commitment to comply with the Oxfordshire Permit Scheme would facilitate delivery of the works in a manner that ensures Wharf Road could be managed and remain open, this commitment is not yet fully reflected in the secured documents. Mr Yeates confirmed that the Applicant intends to address this by Deadline 6, specifically</p>

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		<p>through the Construction Traffic Management Plan (<b>CTMP</b>), which will be appended to the Code of Construction Practice (<b>CoCP</b>). Mr Yeates further noted that, following the accepted change request, the extent of land sought from Siemens has been significantly reduced, with the Applicant now primarily seeking to use the adopted highway and a verge to the north, rather than acquiring land within the Siemens facility itself. He emphasised that the Applicant does not consider the proposals to add to any existing risk associated with Wharf Road, and that the intention is to maintain and manage access in a way that addresses Siemens' operational concerns.</p> <p>Mr Watkins, on behalf of the Applicant, explained that Wharf Road is an adopted highway and that the Applicant intends to utilise the Oxfordshire County Council Permit Scheme for works within the highway. He stated that the intention is to designate the whole of Wharf Road as part of the permit scheme, which would create a working zone and prevent parking on Wharf Road during the works. Mr Watkins noted that, although Wharf Road is currently a dual access road, parking along the road restricts access to one side. Under the proposed arrangements, parking would not be permitted for the duration of the works, which are estimated to last for a 3-week period. A traffic management system, including traffic lights at the beginning of Wharf Road, would be implemented, with works undertaken in approximately 20 metre sections. The traffic lights would be moved along Wharf Road as works progress. Mr Watkins explained that this arrangement would allow access into Siemens to be controlled, with vehicles entering and exiting the public highway being managed, in contrast to the current situation where vehicles must wait for access along a single lane.</p> <p>The ExA requested an update from Siemens.</p> <p>Mr Standing, on behalf of Siemens, noted that while the Applicant intends to keep the road open during works, the current drafting of the DCO and associated documents does not secure this. Siemens expressed the operational importance of 24-hour, year-round access to the site, which is a key facility in their global supply chain. Siemens' primary position is that Wharf Road should be removed from the Order limits; however, they are willing to negotiate protective provisions as a fallback, including obligations for cooperation, notice periods, an agreed access plan, and indemnity arrangements.</p>

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		<p>The Finance Director on behalf of Siemens added that the factory on Wharf Road produces superconducting magnets for MRI scanners. Access to the site is via a single route, Wharf Road. Any disruption to this sole access route would pose a significant risk to Siemens' global operations.</p> <p>Mr Standing queried the Applicant's Cable Optionality Report, particularly regarding flood risk and the assumption of no disruption to Siemens, and suggested that alternative routing via Cassington Road should be more fully explored.</p> <p>The ExA invited the Applicant to respond and asked a series of questions: firstly, whether any survey work has been undertaken along Wharf Road; secondly, for further detail on the Cable Optionality Report and the reasons why Cassington Road (option two) is not considered a feasible solution given the potential impact on Siemens; and finally, whether the Applicant anticipates that this issue will be resolved by the close of the examination.</p> <p>Mr Yeates expressed confidence that the issue could be resolved by the close of the examination. He noted that the Applicant has sought to engage with Siemens for several months regarding the use of Wharf Road, and while Siemens' primary position has been to use Cassington Road, recent engagement has focused on mitigation measures for Wharf Road. Mr Yeates welcomed this engagement and stated that, given the submissions and the focus on maintaining access, the Applicant is confident a reasonable solution can be achieved.</p> <p>Mr Watkins stated that while public data on services within Wharf Road has been obtained and used in the design, no physical surveys have yet been undertaken. He explained that detailed surveys will be carried out at the detailed design stage, following the appointment of an EPC contractor.</p> <p>Mr Yeates added that the approach to survey work outlined by Mr Watkins is supported by national policy, as referenced in the <b>Cable Optionality Report [REP4-039]</b>. He noted that national policy recognises that not all aspects of a project can be settled at this stage. The optionality report explains that both options are feasible, but a final decision on the most suitable route cannot yet be made due to ongoing land negotiations and technical and environmental considerations.</p>

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		<p>Mr Archibald explained the transport aspects of the Cable Optionality Report. He explained that Wharf Road could remain open during the works whereas Cassington Road could not and that the assessment within the optionality report was undertaken on that premise. Mr Archibald explained that for Wharf Road the effect would be the presence of road works whereas for Cassington Road the effect would be a road closure and hence the assessments considered the implications for each which is why there appears to be differences between the considerations of the two options in the optionality report.</p> <p>Mr Archibald explained that some example roadwork layouts are set out in Figures 1.1 to 1.6 of the CTMP which forms Appendix 1 of the CoCP <b>[CR2-045]</b>, which are well established within the UK and are Government approved and would allow Wharf Road to remain open during the works. He explained that those were example layouts and that priority could be given to specific vehicle types or direction of movement if required, for example vehicles exiting Siemens.</p> <p>Mr Archibald explained that a closure of Cassington Road would sever access along that road, including for emergency vehicles, whereas the option of Wharf Road would not result in any such severing as it would remain open. He explained that this is why there is reference to emergency vehicles within the Cassington Road option but not within the Wharf Road option. He also explained that this is why there is reference to Cassington Cricket Club and other businesses and residents within the Cassington Road option but not within the Wharf Road option.</p> <p>The ExA asked the Applicant for an update on land negotiations along Cassington Road, specifically whether these have reached an impasse or are close to being finalised.</p> <p>Mr Yeates referred to the statutory tests under section 122 of the Planning Act 2008, noting that the compulsory acquisition powers sought for both Wharf Road and Cassington Road must be balanced in the public interest, as set out in the optionality report. He clarified that the additional statutory undertaker tests do not apply in this context, and that the balancing exercise involves both private businesses and public individuals across the route options.</p>

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		<p>The ExA queried whether a private business involved in the production of MRI scanners did fall within the public interest.</p> <p>Mr Yeates noted that while the operational importance of Siemens' activities is recognised, the Applicant must address both the land interests and any operational impacts arising from the application. He expressed confidence that the proposed works would not have an operational impact on Siemens. It was further observed that, if single-lane use of Wharf Road posed such a significant threat to operations, measures could have been implemented previously with the council, but currently the road remains open to general public use. The Applicant reiterated that the proposed works would be limited to a period of up to 3 weeks, providing greater certainty and security than the current unmanaged situation.</p> <p>Mr Watkins added that Cassington Road is an adopted highway and that property agreements relate primarily to Smith and Sons, covering a number of relevant plots. He confirmed that discussions with Smith and Sons regarding land agreements for both the Cassington Road and Wharf Road options are ongoing, with the intention of reaching agreement in due course.</p> <p>Mr Standing highlighted that the bridge on Cassington Road is a key factor in the optionality report, as opening access from that direction would change the balance of options. He also noted that Wharf Road is currently wide enough for two cars to pass and access is not presently an issue, but expressed concern that the scale of the proposed works could cause significant disruption beyond what is typical for the road.</p> <p>Mr Archibald explained that a section of the far eastern end of Cassington Road was stopped up near the bridge over the River Evenlode when the bridge was closed to vehicles which means there is a section of that route which no longer formed part of the adopted highway and legally prevented vehicles from crossing the bridge.</p> <p><b><i>Post hearing submission:</i></b></p>



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		<p>(1) <i>In response to the comments raised by Mr Standing on behalf of Siemens with regards to access along Cassington Road from the east using the bridge over the River Evenlode, the Applicant has investigated this with Oxfordshire County Council, as the Local Highway Authority. Oxfordshire County Council have confirmed that there was a stopping up order for a section of the far eastern end of Cassington Road (see Mr Archibald's comments in this regard, above). Oxfordshire County Council also advised that "there are severe structural defects, a settling, rotating abutment, cracking and spalling of part of the reinforced concrete bridge deck, due to abutment movement and corrosion of the reinforcement. Most of the width of the bridge is fenced off, to keep traffic loading off the weakest elements. It is suitable for pedestrian loading only over the narrowed width. My [Oxfordshire County Council] records indicate that the road was narrowed in 2014 with a Temporary Traffic Order having been put in place to prevent motorised vehicles crossing the bridge, until it is suitably repaired/replaced." On the basis of this, the Applicant considers there is no prospect of access to Cassington Road being taken from the east whilst works (the Cassington Road option) are under undertaken along it and that the transport considerations within the optionality report remain.</i></p> <p>(2) <i>Following the CAH1 on 8 October 2025, the Applicant met with Siemens to discuss and agree a way forward. It was agreed that wording would be added into the CTMP to facilitate continued access of Siemens along Wharf Road; protective provisions would be added into the draft DCO to secure an indemnity in favour of Siemens; and the DCO would be updated to add Siemens as a consultee in respect of the discharge of the CTMP insofar as it relates to Wharf Road. The Applicant has updated the CTMP and DCO at Deadline 6 to implement these changes (for example, see new Part 8 of Schedule 15 which secures an indemnity in favour of Siemens, following well precedented indemnity wording).</i></p> <p>The ExA requested that the Applicant provide a high-level summary of the main outstanding matters likely to remain at the close of the examination and confirm what efforts are being made to resolve these. The ExA also asked the Applicant to include its approach in relation to the remaining unregistered plots.</p>

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		<p>Mr Williams confirmed that active negotiations are ongoing with all parties, with the intention of agreeing voluntary terms as soon as possible. In relation to unregistered land, the Applicant continues to undertake diligent inquiry, including desktop and contact referencing, and has maintained notices on site. Despite these efforts, ownership of certain unregistered plots—such as plot 1127 (north of Wharf Road), plot 1130 and various other small slivers—has not yet been identified. The Applicant will continue efforts to identify landowners and will provide updates in the next Book of Reference and Schedule of Changes if further information becomes available before the close of the examination.</p> <p>The ExA invited responses from Affected Person (<b>APs</b>).</p> <p>Mr Gurney, on behalf of Oxfordshire County Council (<b>OCC</b>), stated that OCC does not support compulsory acquisition rights over highways land, as the draft DCO already provides sufficient powers for the Applicant to undertake works. OCC considers additional rights unnecessary and potentially disruptive to the highway network and future improvement schemes.</p> <p>Mr Yeates explained that while works will primarily be carried out using street works powers and in compliance with the Oxfordshire Permit Scheme, compulsory acquisition rights over highways land are sought as a “belt and braces” approach. This is to address legal uncertainties regarding the extent of the highway, subsoil rights, and situations where works may go beyond the ordinary use of the highway. The Applicant considers these rights necessary to ensure delivery of the works in accordance with the DCO.</p> <p>Mr St John, on behalf of Mr and Mrs Cook, confirmed they are satisfied that the land they sought to have removed from the project has been excluded. He also raised concerns about the Applicant's funding.</p> <p>Mr Yeates confirmed that discussions are ongoing with Mr St John regarding costs for Mr and Mrs Cook as successful objectors. Agreement in principle has been reached, and the Applicant is seeking instructions to finalise the matter in accordance with relevant guidance.</p>

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		<p>Ms Squibb-Williams, on behalf of Mr Dryden, raised concerns regarding rights sought over secondary access to Goose Eye Farm, and the absence of clarity on mitigation for safety and operational needs. It was requested that the ExA ensure any compulsory acquisition affecting this access is properly addressed and communicated to Mr Dryden.</p> <p>Later in discussions, the ExA returned to this topic and directed the Applicant to provide a response in relation to Goose Eye Farm.</p> <p>Mr Williams, on behalf of the Applicant, confirmed that plots 10-06, 10-07, and 10-08 are identified for the permanent acquisition of new rights (blue land). Mr Williams added that, in respect of Mr Dryden, Mr Dryden is the occupier of the relevant plots and that a property agreement is already in place with the freeholder.</p> <p>Mr Trabelsi, on behalf of the Applicant, added that the permanent rights over the referenced plots are needed to lay 33 kV cables to connect the fields. The team will consider whether the cable route can be relocated. The Applicant will follow up directly with Mr Dryden to understand any implications and, if necessary, put in place a separate agreement, providing an update at the next deadline.</p> <p>The Applicant confirmed that they would provide a response later in the hearing.</p> <p><b><i>Post hearing submission (PINS Action Point No. 1): As set out in the Book of Reference [CR2-017], the only plot within the Order Limits that Mr Dryden has a Category 1 (freehold) interest is Plot 8-29, which is in respect of part subsoil up to half width of public highway. Otherwise, as pointed out by Ms Squibb-Williams, the other plots where Mr Dryden has an interest are already secured through voluntary agreements with the landowner and therefore no agreement with Mr Dryden is required.</i></b></p> <p><b><i>The Applicant's Agent engaged with Ms Squibb-Williams post CAH1. A call was also made by the Landowner (Blenheim Estate) to Mr Dryden on the day of CAH1 to understand the concern better. Following those discussions and having reviewed the position and rights that Mr Dryden holds, the Applicant understands that his concern relates to the rights he holds over an access track at Plots 10-07 and 10-12. This concern relates to a right of access only and Mr Dryden's Category 2 interest. To</i></b></p>

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		<p>confirm, it is standard practice that a Commercial Agreement is not required for a Category 2 interest and for that reason Mr Dryden has not been included with the Land and Rights Negotiation Tracker [CR2-013]. Note, as shown in the Book of Reference, Mr Dryden does not have any interest in Plots 10-06 or 10-08.</p> <p>The Applicant agreed to review the position of the 33kV cable and the potential impact on Mr Dryden's secondary access. Having reviewed the location of the cable, the Applicant is willing to agree that it can be relocated just south of the existing track into the field, thus not impacting on the full length of the road, or its use. There will still be a requirement to cross the track at either end, however at this point the cable will be installed under the road to minimise disruption and where required the road plated to ensure unencumbered access at all times. This adjustment avoids running the cable through the full extent of the access and ensures the long-term integrity and usability of the track, preventing any potential damage or interference with access to the property. The works will be managed to minimise disruption, and it's anticipated that each crossing of the track will take 1-2 days to complete and any reinstatement works will be completed to ensure the track is usable. Any subsequent works or access will not restrict the use of the track or access to the property.</p> <p>The Applicant's Agent has requested a call with Mr Dryden and his representatives to discuss these proposed changes further and to confirm if they mitigate the concerns raised.</p> <p><b>Post hearing submission (PINS Action Point No. 2):</b> It has been agreed with the ExA via emails with the case officer that the Applicant will produce a Status of Negotiation document at Deadline 7, in line with the precedent from [REP7-063] of the Portishead Branch Line DCO as requested.</p>
3b	Sections 127 and 138 of the PA2008 - the acquisition of Statutory Undertakers' land and the extinguishment of rights and removal of apparatus of Statutory Undertakers	<p>The ExA asked whether there have been any significant updates in respect of statutory undertakers since the submission of the Land and Rights Negotiation Tracker at Deadline 5.</p> <p>Mr Yeates, on behalf of the Applicant, confirmed that good progress has been made with statutory undertakers. For Network Rail Infrastructure Limited and Thames Water Utilities Limited, protective provisions are agreed except for placeholders relating to compulsory acquisition powers, which will be finalised once voluntary land agreements are entered. Protective provisions for Southern Gas Networks</p>

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		<p>and the Environment Agency are agreed. The Applicant intends to update the DCO at Deadline 6 to reflect agreed provisions and will provide a summary of outstanding matters at Deadline 7. For National Grid Electricity Transmission, draft protective provisions have been provided and are under review, with engagement ongoing and agreement anticipated before the close of the examination.</p> <p>The ExA asked the Applicant, where agreement has not been reached on bespoke protective provisions with statutory undertakers, to provide both the Applicant's and the undertaker's preferred wording in the relevant document.</p> <p>Mr Yeates clarified that where no version has been received from a statutory undertaker (such as National Grid), only the Applicant's proposed wording can be provided at this stage. The Applicant will update the DCO at Deadline 7 to reflect its proposed provisions, with supporting explanations, and will include alternative wording from undertakers if and when it is received.</p> <p>Later in the hearing, the ExA asked whether the protective provisions being drafted for National Grid are designed to account for both scenarios in relation to the substation—delivery within the Order limits and delivery outside the Order limits —and whether the provisions are intended to cover both possibilities.</p> <p>Mr Yeates confirmed that the protective provisions for National Grid are drafted to cover both scenarios—whether the substation is delivered inside or outside the Order limits. The provisions are intended to ensure that National Grid's apparatus is protected in either case.</p>
<b>3c</b>	Specific matters related to funds and land	<p>The ExA requested further detail and reassurance regarding the availability of funding for the proposed development.</p> <p>Mr Phillips, on behalf of the Applicant, explained that it is standard practice for nationally significant infrastructure projects to be promoted by a special purpose vehicle (<b>SPV</b>), which is supported by a parent company with greater financial standing. He noted that updated accounts are expected to be submitted before the end of the examination. Mr Phillips referred to government guidance, which</p>

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		<p>requires applicants to provide an indication of how funding will be secured, rather than full details at this stage, and confirmed that ongoing negotiations with funding partners are commercially sensitive but progressing. He also highlighted that Requirement 45 of the draft DCO requires financial security to be in place to cover compensation before the project can proceed, and that further scrutiny of funding will occur before any DCO is implemented. Mr Phillips emphasised that these arrangements and safeguards are standard for DCO projects and provide assurance that adequate funding will be available.</p> <p>The ExA requested that the Applicant expand on the response given to ExQ2.5.2 in the Applicant's Responses to ExA's Second Written Questions <b>[REP4-037]</b> and what constitutes adequate equity ratio.</p> <p>Mr Phillips explained that project funding typically involves a mix of equity finance (cash invested by shareholders or partners) and debt finance (loans from banks or lenders). The aim is to achieve a balanced structure, ensuring the project is not overly reliant on debt, which would make it overleveraged and less viable. The Applicant confirmed that the intention is to secure both equity and debt funding for the project, and further detail can be provided in writing if required.</p> <p>The ExA asked the Applicant to clarify whether it would remain the primary party involved in the project following the grant of development consent, or if it would take a more limited, back seat role.</p> <p>Mr Phillips confirmed that the current intention is for the Applicant to remain involved in the project and see it through to delivery, with no instructions to sell the project upon the grant of development consent. He noted, however, that if the project were to be sold, standard DCO provisions—specifically Article 34 on the transfer of benefit—would apply. These provisions include checks and balances to ensure that any transfer of the DCO is subject to appropriate scrutiny by the Secretary of State, providing assurance that the financial standing of any new party would be assessed before a transfer is approved. Mr Phillips emphasised that such arrangements are standard practice and provide a safeguard regardless of whether the original promoter or a new entity implements the project.</p> <p>The ExA queried the discussion of Article 34 at this stage.</p>

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		<p>Mr Phillips clarified that there is no current intention to invoke Article 34 or transfer the project at this stage; references to Article 34 were offered as reassurance about standard safeguards. He acknowledged that concerns about SPV ownership and compulsory acquisition are common and understandable, but emphasised that such arrangements are typical for DCO projects. The Applicant explained that retaining an adequate equity ratio could simply mean bringing in a partner with additional resources, not stepping away from the project. Mr Phillips reiterated that being open to different financing options is standard practice for delivering large infrastructure projects.</p> <p>Ms Squibb-Williams asked whether the previously requested flowchart showing the distribution of organisations behind Blenheim and the landowners had been produced. She also requested evidence of the Applicant's track record in delivering previous solar projects, and sought clarification on what equity is currently in place for the project.</p> <p>Mr Phillips confirmed that an explanation of land ownership within the Blenheim group, including how rental income would be used for the upkeep of the World Heritage Site (<b>WHS</b>), was submitted at the last deadline <b>[REP5-062]</b>. Regarding equity, he clarified that current equity is provided by the PVP group, which is funding the project and stands behind the Applicant, SolarFive Limited. It was explained that Solarfive Limited is the project vehicle for this application, while the wider Photovolt Development Partners GmbH group has developed projects elsewhere, notably in Japan. He noted that it is common for DCOs to be granted to SPVs or parent companies without a direct track record, as delivery typically involves bringing in experienced contractors and partners. Mr Phillips also highlighted the checks and balances in place throughout the process to ensure credibility and accountability.</p> <p>The ExA asked the Applicant how much funding has been set aside to deal with compensation payments for category three persons and other relevant claims.</p> <p>Mr Yeates, on behalf of the Applicant, confirmed that the Funding Statement <b>[APP-022]</b> includes a property cost estimate of £69,150,000 for compulsory acquisition, as set out at paragraph 7.4. While a detailed breakdown by category is not currently available, the Applicant can provide this in writing.</p>



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		<p><b>Post hearing submission (PINS Action Point No. 3):</b> <i>The Applicant has reviewed the Property Cost Estimate calculations in relation to the Category 1, 2 and 3 Interests and the total is broken down as follows;</i></p> <ul style="list-style-type: none"> <li><i>In respect of Category 1 Interests a total of £62,944,740 has been proposed. This relates to all Category 1 interests defined as being an owner, lessee, tenant or occupier of the land.</i></li> <li><i>In respect of Category 2 and 3 interests, no specific allowance has been made but a general contingency figure of £6,205,880 has been given to cover these Interests and any other unforeseen compensation costs.</i></li> <li><i>A person is within Category 2 if the Applicant, after making diligent inquiry, knows that they are interested in the land or have the power to sell and convey or release the land. (rights holders over or on the land, charges and restrictions); and a person is within Category 3 if the Applicant believes the party could claim under the Compulsory Purchase Act 1965 Section 10 and/or The Land Compensation Act 1973, and no allowance has been made for specific landowners. It is the view of the Applicant the chance of a successful part 1 and/or section 10 claim is minimal.</i></li> </ul> <p><i>It should therefore be noted that Category 1, 2 and 3 Interests may not be solely isolated from one another and one category interest may also be included within another Category. This prevents a clear split on a category by category basis, and explains the reason for a contingency to be included.</i></p> <p>The ExA also asked Oxfordshire County Council to provide a view on whether the additional 17.6 hectares of biodiversity net gain (<b>BNG</b>) land proposed as mitigation is necessary, or whether it should be removed from the order limits.</p> <p>Mr Gurney, on behalf of OCC, noted that this would be addressed in writing (<b>Action Point No. 4</b>).</p> <p>The ExA referred to the removal of the proposed education centre and the repurposing of 1.15 hectares of land for ecological mitigation, as set out in the Change Request Report [<b>CR2-073</b>]. The ExA asked the Applicant to clarify the compelling case in the public interest for retaining this land within the Order limits, given that the project already provides a high level of BNG.</p>



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		<p>Mr Yeates explained that the retention of additional land for biodiversity mitigation is necessary to ensure that legally binding BNG requirements can be met. He confirmed that a commitment to specific BNG figures will be included on the face of the order, making it a legal obligation. Sufficient land must therefore be reserved across the project to provide certainty that these biodiversity measures can be delivered, and the area in question forms part of the wider land needed to achieve this.</p> <p>The ExA sought clarification from the Applicant regarding the 17.6 hectares of land to remain within the order limits but have solar installation removed. The ExA queried whether, given this land would still be subject to permanent acquisition and managed for wintering birds, the impact on agricultural use remains unchanged, as it would still be taken out of agricultural use for an alternative purpose.</p> <p>Mr Yeates noted that the Applicant would provide a written response.</p> <p><b>Post hearing submission (PINS Action Point No. 5):</b> Table 3.1 of [CR2-071] provides the reduction in the areas of agricultural land quality which would be within the area of the solar installation, including a reduction in the areas of best and most versatile land. The assessment of this change concludes that as a result of this change there would be no effects greater than those reported in the ES. The area would be managed as grassland which would need to be cut at least once a year and could be taken as an agriculturally productive silage cut.</p> <p>The ExA sought clarification from the Applicant regarding the compelling case for compulsory acquisition of land for proposed education boards and children's play trails, particularly where their location and purpose are not clearly specified, and questioned the justification for acquiring land if these features are not integrated within the solar array areas.</p> <p>Mr Yeates explained that the education boards and children's play trails will be integrated as part of the wider scheme, with details to be finalised through detailed design and the Operational Management Plan. He clarified that land is not being sought solely for these features in isolation.</p>

#	Agenda item	Applicant's response
		<p>The ExA asked the Applicant how security would be managed for both children and equipment if play trails are provided in and amongst the solar panels.</p> <p>Mr Yeates confirmed that fencing and other safety measures will be required under the DCO (see Requirement 8) and associated management plans. These requirements must be discharged before commencement of works, ensuring that appropriate controls are in place to manage access and maintain safety for both children and equipment wherever play areas are provided.</p> <p>The ExA asked the Applicant to clarify what due diligence has been carried out regarding the alleged thousand-year mortgage referred to by Mr Sumner on land within the Blenheim Estate, noting the Applicant's position that such a mortgage does not exist.</p> <p>Mr Williams confirmed that Full Land Referencing and Diligent Enquiry were carried out, including a review of the seller's title. No reference was found to any thousand-year mortgage or Crown ownership, and the Applicant has not treated the land as being subject to such a position.</p> <p>The ExA referred to document <b>[REP3-068]</b>, submitted on behalf of Blenheim Estate, and asked for confirmation that one of the purposes of the document was to state that Blenheim Estate was not aware of any mortgage affecting the option land.</p> <p>The representative on behalf of the Blenheim Estate confirmed this position.</p> <p>The ExA queried whether this also reflected the Applicant's position.</p> <p>Mr Yeates explained that the Applicant's position is that the land is not Crown Land under the Planning Act 2008 tests, for the purposes of section 135, and no Crown consent is required. The Applicant has secured the necessary land rights through voluntary agreement with Blenheim Estate and is seeking compulsory acquisition powers only as a fallback. The document was submitted to provide additional reassurance, but the Applicant is confident that the property arrangements in place are sufficient to deliver the project.</p>

#	Agenda item	Applicant's response
		<p>The ExA asked the Applicant to confirm whether it is their intention to use compulsory acquisition powers in relation to Blenheim.</p> <p>Mr Yeates confirmed that compulsory acquisition powers are being sought over Blenheim land as a backup, but the intention is to rely on the existing voluntary lease agreement. The powers are included to ensure deliverability in the event that the voluntary agreement cannot be completed or if unforeseen issues arise. Mr Yeates also confirmed that the DCO does not include powers to override or disapply the legislation noted by Mr Sumner.</p> <p>Mr Sumner raised various concerns about the proposed development's impact on land ownership, heritage, and archaeology at Blenheim Estate. Additionally, concerns were raised about the adequacy of archaeological protection in the northern sector in relation to Samson Platt.</p> <p>Mr Rogers raised concerns about the use of compulsory acquisition powers by small, newly established companies for large-scale solar projects.</p> <p>Mr Yeates clarified that while the DCO includes powers to acquire the freehold title over the main site as a fallback, the intention is to deliver the project through lease arrangements already in place with landowners. Compulsory acquisition of the freehold would only be exercised if voluntary agreements could not be secured – the need to seek freehold acquisition powers is because leasehold interests cannot be compulsorily acquired and acquiring rights alone would not be sufficient to deliver the infrastructure. The full position is set out in the Statement of Reasons [<b>CR2-015</b>].</p>

