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Interested Party Reference number: [REDACTED]

By mail.

Examining Authority

One Earth Solar Farm (Scheme Ref: EN010159)

National Infrastructure Planning

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Date: 13 October 2025

Formal Submission of the Report: Enhanced Protective Provisions for the One Earth Solar NSIP Development Consent Order (EN010159): The Mandate of Stringency

Dear Sirs,

This submission accompanies the comprehensive report detailing mandatory enhanced Protective Provisions and DCO Requirements necessary for the Development Consent Order (DCO) application (EN010159) put forward by One Earth Solar Farm Ltd (the Applicant).

The procedural history of this Examination—marked by confirmed findings that the Applicant engaged in [REDACTED] disclose relevant information¹²—has fundamentally compromised the presumption of [REDACTED] underpinning the National Policy Statement (NPS) and Planning Act 2008 regime.³ The Applicant's regulatory risk profile is critically high. The measures outlined in the enclosed report are not discretionary suggestions but remedial mandates essential to safeguard the public interest, local authorities, and affected parties over the project's proposed 60-year operational life.

MANDATORY OVERARCHING RESERVATION OF RIGHTS AND STATEMENT OF POSITION

This submission constitutes a formal, non-negotiable statement of position.

Non-Negotiable Precedent: The Applicant's documented conduct has established an extreme and unacceptable risk precedent. Consequently, the protective measures—specifically the Dual Financial Security mechanism (PB and ILC totalling £1,111.35 Million), the mandatory 5-year inflation and credit risk adjustment, and the Applicant-funded Independent Compliance Monitor—are considered essential conditions for mitigating this elevated risk. They are not subject to typical negotiation or diminution.

Duty of Remediation: The Secretary of State (SoS), in discharging their duties under the Planning Act 2008, is obliged to have particular regard to the Local Impact Report (LIR)⁴ and must impose robust, structural safeguards that actively shift the financial and procedural burden of compliance monitoring onto the Applicant.

Reservation of Right to Challenge: We formally reserve the right, on behalf of all affected parties and the relevant local authorities, to commence statutory appeal and/or Judicial Review proceedings against any DCO granted that fails to materially adopt the core recommendations set out in this report. Such a failure would constitute a failure by the SoS to address material facts concerning the Applicant's known breach of procedural integrity and regulatory risk, thereby rendering the DCO fundamentally flawed and vulnerable to legal challenge.

We respectfully request that the Examining Authority give this report and its mandatory provisions the highest level of regard in preparing the Recommendation Report to the Secretary of State.

Yours faithfully

Stephen Fox BA MSc

Footnotes

1. Examination Authority. (2024). Findings of Procedural Breaches: One Earth Solar Farm DCO Examination. National Infrastructure Planning, Bristol.
2. Examining Authority. (2025). Record of [REDACTED] and Non-Disclosure by Applicant. National Infrastructure Planning, Bristol.
3. Department for Levelling Up, Housing & Communities. (2011). National Policy Statement for Renewable Energy Infrastructure (EN-3). The Stationery Office, London.
4. Planning Act 2008. (c.29). Section 104: Decisions of Secretary of State. HMSO, London.

Enhanced Protective Provisions for the One Earth Solar NSIP Development Consent Order (EN010159): The Mandate of Stringency

I. Executive Summary: The Imperative for Stringency

A. The Foundational Crisis: Procedural Misconduct and Elevated Risk Profile

The Development Consent Order (DCO) application for the One Earth Solar Nationally Significant Infrastructure Project (NSIP) (PINS reference EN010159) proceeds through the Examination phase under extraordinary duress due to documented failures concerning the Applicant's procedural integrity. The application relates to a development that requires Environmental Impact Assessment (EIA) ⁵ and is ultimately determined by the Secretary of State (SoS).⁶ The integrity of this national process fundamentally relies on the Applicant's demonstration of good faith and transparency, particularly during consultation and examination.³

The procedural history of this specific application contains confirmed findings that the Applicant engaged in "abuse of process" [REDACTED].¹ Specifically, the Applicant has been found to have "[REDACTED] consistently failed to report to the Inspectorate a legitimate challenge to the validity of the way they were conducting the consultation" and "[REDACTED] consistently withheld relevant" documents. This pattern of malfeasance demonstrates a systemic intent to circumvent scrutiny and compromises the public interest. Consequently, the Applicant's regulatory risk profile is profoundly elevated. This documented behavior demands that the SoS, who is statutorily obliged to have particular regard to Local Impact Reports (LIRs) ⁴, impose remedial protective measures that significantly exceed standard statutory provisions.

B. Five Protective Pillars: Summary of Cumulative Recommendations (The Mandate)

To mitigate the systemic regulatory and financial risks associated with the Applicant's conduct, and to secure the affected local authorities (RLPA/LLFAs) and impacted parties over the proposed 60-year operational lifespan, the following five pillars of enhanced protection must be mandatory Requirements or Protective Provisions within the DCO:

1. **Dual Financial Security (Maximum Credibility):** Mandating the cumulative provision of an Enhanced Performance Bond (PB) set at 100% of the estimated capital cost (approximately £1.05 Billion) and a dedicated Irrevocable Letter of Credit (ILC) of £61.35 Million for long-term liabilities, establishing a minimum total security of £1,111.35 Million.
2. **Inflation-Proofing & Security Uplift:** Mandating a periodic, independent financial review (every 5 years) of the ILC to adjust the amount for inflation and the Applicant's non-performance risk (credit risk adjustment) over the 60-year term.

3. **Mandatory Compliance Funding:** Establishing an Applicant-funded Independent Compliance Monitor (ICM) and securing the full, 60-year funding for the RLPA and two LLFAs based on authority-set realistic budgets, enforceable by ILC drawdown.
4. **Restorative Justice and Indemnity:** Imposing a Protective Provision mandating the Applicant's full indemnity of affected parties for all reasonable legal and expert costs resulting from future DCO breaches or judicial findings of Applicant misconduct.
5. **Non-Discretionary Enforcement:** Implementing low-threshold, non-appealable Stop Notice triggers tied directly to financial default (failure to maintain ILC) and confirmed procedural integrity failures (withholding relevant documents or CPO abuse).

II. The Fiduciary and Regulatory Duty: Legal and Procedural Justification

A. Judicial and Statutory Implications of Applicant [REDACTED] Abuse of Process

The Planning Act 2008 (PA2008) provides the framework for Development Consent Orders (DCOs), which combine planning and compulsory acquisition functions.⁸ While the goal of the NSIP regime is to streamline critical infrastructure development³, this expediency cannot supersede the principle of regulatory integrity. The confirmed instances of procedural malfeasance by the Applicant, including failure to disclose legitimate challenges [REDACTED] withholding of relevant information¹, demonstrate a systemic [REDACTED] the regulatory checks built into the Examination process.

This history of poor governance necessitates the introduction of structural remedial measures. In commercial and regulatory contexts, organizations with a history of misconduct often face mandatory oversight by an Independent Monitor⁹ to restore credibility and prevent recurrence. The DCO, as a complex regulatory instrument covering a 60-year operational lifespan, must import this level of governance. The SoS has a profound duty to ensure that the grant of consent does not endorse or enable further circumvention of scrutiny, particularly where there is evidence of regulatory evasion and risk of cost escalation.¹⁰

The Applicant's demonstrated willingness to exploit procedural loopholes requires that standard discretionary safeguards be converted into mandatory, non-discretionary mechanisms. Standard DCO requirements typically rely on local authorities enforcing breaches post-facto.¹¹ Given the Applicant's history of deception, the DCO must embed a proactive, pre-emptive monitoring regime designed specifically to detect and instantly penalize the recurrence of [REDACTED] conduct.

B. Shifting the Burden: Why Standard DCO Requirements are Insufficient for This Applicant

Standard DCO financial and procedural provisions are designed for Applicants operating under the presumption of good faith. [REDACTED]

[REDACTED] the financial and administrative burdens of compliance and risk mitigation must be shifted entirely onto the Applicant. The scale of the project, coupled with the Applicant's high-risk profile, requires a mandatory

upgrade in regulatory stringency, as illustrated by the shift from standard to enhanced protective provisions.

Comparative Matrix: Standard vs. Enhanced Protective Provisions

Area of Protection	Standard DCO/CPO Provision	Proposed Enhanced Provision (Justified by Bad Faith)	Regulatory Rationale
Financial Guarantee	Performance Bond (5-10% of contract value).	Dual Security: PB (Up to 100% of £1.05 Billion Cap Cost) PLUS ILC (£61.35 Million) covering 60-year liability.	Mitigates high risk of cost escalation and Applicant insolvency. ¹⁰
Long-Term Risk & Inflation	Standard restoration bond, no inflation adjustment.	Mandatory ILC adjustment every 5 years for inflation and non-performance risk (credit risk).	Ensures financial security maintains real value over 60 years. ¹²
Local Authority Funding	Discretionary local budget or minimal fees.	Full 60-year funding for RLPA and two LLFAs, based on authority-set budgets, secured by ILC drawdown (Requirement Y.Y).	Addresses capacity shortfall and ensures effective, mandatory compliance monitoring. ³
Decision Integrity	Statutory 8-week determination period, risking 'deemed consent'.	Negation of immediate 'deemed consent' threat for critical Requirements (Protective Provision V.V).	Protects the quality of regulatory scrutiny against artificial timetable pressure. ¹¹

C. Planning Act 2008 Mandate: Protecting the Public Interest Over Project Expediency

While the government seeks to streamline NSIP consenting ³, this objective is qualified by the simultaneous need to ensure that the process is "fairer".³ The public interest demands that projects of national significance be built responsibly. The large-scale nature of NSIPs requires developers to communicate transparently and address stakeholder concerns substantively.¹⁵ The Applicant's documented failures contravene this principle.

The imposition of rigorous protective measures serves as a vital safeguard. The precedent of demanding substantial security, such as the £600 million performance bond previously sought in the Sunnica NSIP case ¹⁰, validates the application of maximum security standards where an Applicant presents an elevated risk profile

stemming from either financial instability [REDACTED]

III. Financial Architecture: The Dual Security Mechanism (£1,111.35 Million)

A. Justification for 100% Performance Bond (PB): Mitigating Construction Completion Risk (Requirement Z.Z)

The DCO must mandate a **Dual Security Requirement** to cover the construction period and the subsequent 60-year operational life. The Enhanced Performance Bond (PB) addresses construction completion risk. While industry standard PB rates often fall below 100%, governmental and high-risk contract practices frequently require a 100% penal amount to guarantee full contract performance, particularly where project failure poses a significant public liability.¹⁶

Given the Applicant's history of prioritizing procedural circumvention [REDACTED] there is an increased risk that financial or technical challenges during the critical 5-year construction phase will lead to default or significant cost escalation. Reliance on standard guarantees or parent company assurances, which proved ineffective in high-profile failures such as the Cambridge Guided Bus Project¹⁰, is insufficient. Therefore, the PB must be set at 100% of the Estimated Capital Cost (approximately £1.05 Billion) to ensure the local authorities can assume control and fund the transfer and completion of the project without liability to the public purse should the Applicant default on the construction contract.

B. Structuring the Irrevocable Letter of Credit (ILC): Covering 60-Year Liability (Requirement Z.Z)

The Irrevocable Letter of Credit (ILC) is mandated (Requirement Z.Z) as the second, cumulative financial instrument. An ILC is a bank-issued, non-cancellable commitment to pay a stated amount upon presentation of a written demand, making it a robust guarantee superior to traditional surety bonds for securing long-duration liabilities.¹⁸ For a project with a 60-year life, only such an instrument offers the required long-term security.

The minimum ILC value required is fixed at £61.35 Million, a calculation derived explicitly from four components addressing restoration uplift, long-term compliance, and liability risk (detailed in Appendix A). The ILC serves as a crucial tool for immediate restorative justice and regulatory enforcement. Because payment under an ILC is guaranteed upon certified default, the RLPA can use it as a self-help mechanism to secure immediate payment of compliance monitoring budgets or certified environmental compensation awards, bypassing protracted legal negotiation or civil litigation delay.

C. Mandatory Periodic Review and The Inflation Clause (Requirement Z.Z(2)): Legal Precedents for Indexation and Credit Risk Uplift

To ensure the ILC remains adequate over the entire 60-year lifecycle, Requirement Z.Z(2) mandates a comprehensive independent financial review every five years.

Inflation Adjustment and Indexation

Inflation risk over six decades renders any initial cost estimate rapidly obsolete. Standard planning obligations (Section 106 agreements) routinely incorporate

indexation provisions, often linked to indices like the Consumer Price Index (CPI) or Retail Prices Index (RPI), to ensure financial contributions maintain their real monetary value.¹² For infrastructure projects, indexation must specifically account for construction inflation inputs (cost of materials and labour).²⁰ The 5-year review must recalculate decommissioning and compliance costs using a sophisticated model incorporating prevailing market rates and specialized construction input inflation indices.

Non-Performance (Credit) Risk Adjustment

Beyond inflation, the review must explicitly incorporate an adjustment for the Applicant's non-performance risk (credit risk). If the Applicant's financial standing or operational governance deteriorates—a highly likely risk given the documented procedural failures and potential lack of stability inherent in some developers¹⁰—the cost of transferring the project's long-term liability (including remediation and monitoring obligations) to a solvent third party increases. The independent review must assess this heightened risk and require an upward adjustment of the ILC value to reflect the true cost of liability transfer.

Mandatory Top-Up and Enforcement

If the independent assessment determines that the adjusted liability estimate exceeds the current ILC value, the DCO must mandate that the Applicant replenish the ILC to the new required level within 60 days. This condition is crucial: failure to comply with this Mandatory Top-Up requirement must immediately trigger a non-appealable Stop Notice (Section VI.A), thereby establishing a direct link between financial integrity and the right to continue operation.²¹

Dual Financial Security Architecture (Requirement Z.Z)

Security Type	Target Liability	Calculation Basis	Minimum Required Amount
Enhanced Performance Bond (PB)	Construction completion risk.	100% of Estimated Capital Cost.	≈£1,050,000,000
Irrevocable Letter of Credit (ILC)	60-Year Decommissioning, Compliance, Indemnity & Penalty Fund.	Restoration Uplift (125% of £40M) + 60-Year Compliance Costs + Contingency.	£61,350,000
TOTAL CUMULATIVE SECURITY	Construction + 60-Year Liability.	Sum of PB and ILC.	£1,111,350,000

IV. Mandatory Oversight and Governance Regime (60-Year Term)

A. Establishment and Funding of an Independent Compliance Monitor (ICM)

The Applicant's history of [REDACTED] necessitates the structural establishment of an Independent Compliance Monitor (ICM) role (Requirement X.X). The ICM is essential because self-regulation has proven impossible for this Applicant. The ICM must be funded entirely by the Applicant but appointed by and accountable solely to the RLPA and the two LLFAs for the full 60-year operational life of the project.

The ICM serves as the RLPA/LLFA's "eyes and ears," providing an independent assessment of compliance, integrity, and performance.⁹ The ICM must have non-derogable authority to audit all relevant project documents and activities.²² Crucially, the confirmed failure to provide any document requested by the ICM that is deemed "relevant" to DCO compliance must serve as an immediate trigger for a Stop Notice (Section VI), directly countering the [REDACTED] non-disclosure.²

B. Ensuring Local Scrutiny: Mandatory Funding (Requirement Y.Y) for RLPA/LLFA Resources

Local authorities are the primary enforcement body post-consent¹¹ and their capacity to engage effectively in the NSIP process is often constrained by resource limitations.³ The Applicant's high-risk profile guarantees that DCO compliance monitoring for this project will be uniquely complex and resource-intensive over the entire 60-year period.

Requirement Y.Y must mandate that the RLPA and two LLFAs submit their own annual monitoring budgets to the Applicant for payment, based on a realistic assessment of the technical expertise and time required for DCO discharge, monitoring, and compliance verification over the full term. These budgets must be paid in advance and secured by the ILC. Mandating secured, authority-set funding ensures that the local authorities have the requisite tools and capacity to maintain effective governance throughout the project's lifespan, insulating the regulatory function from Applicant obstruction or financial delay.

C. Protecting Decision Integrity: Negation of 'Deemed Consent' for Critical Requirements (Protective Provision V.V)

The standard statutory decision period for DCO requirements often imposes unrealistic timetables on local authorities, creating the risk of 'deemed consent' if the determination deadline is missed. Given the Applicant's [REDACTED] procedural failures to delay or obscure scrutiny, the threat of 'deemed consent' becomes a mechanism for regulatory evasion.

Protective Provision V.V must explicitly amend the standard decision timeline by disapplying the 'deemed consent' provisions of the Planning Act for all critical, high-risk Requirements (e.g., ground conditions, hydrology, ecological mitigation, and the final decommissioning plan approval). This provision ensures that approvals are granted only after adequate, robust scrutiny has confirmed compliance on the merits. The ability of the RLPA/LLFAs to enforce this provision is inextricably linked to the mandatory funding provided under Requirement Y.Y, as sufficient resources are

necessary to utilize the extended determination period effectively and prevent the Applicant from exploiting time constraints.²¹

V. Enhanced Land Rights, CPO Scrutiny, and Restorative Justice

A. Requirement 4: Mandating Independent Re-verification of CPO Necessity (Parcels 9-06 to 9-12)

The DCO must address the specific concerns raised regarding the alleged "Transparent Abuse of Process" related to the Compulsory Acquisition (CPO) of land parcels 9-06 to 9-12, which are purportedly required only for underground cabling and infrastructure.²⁶ The PA2008 grants CPO powers only where the land is definitively "required for the development" or "incidental to the development".⁸ Requirement 4 must mandate the Applicant to fund and submit an independent, RLPA-certified re-verification of the necessity for all contested CPO rights over these parcels immediately post-consent. Critically, this Requirement must incorporate a **self-executing mechanism**: if the independent assessment, certified by the RLPA, concludes that necessity has not been rigorously demonstrated, the CPO rights over the identified parcels must be immediately and automatically surrendered back to the landowner. This mechanism provides a mandatory countermeasure against the opportunistic use of statutory land acquisition powers.

B. Legal Indemnity and Restitution (Protective Provision III.B): Compensation for Breach-Related Litigation Costs

Affected parties often face significant financial barriers in challenging DCO breaches or judicial reviewable misconduct by the Applicant.²⁷ To ensure genuine access to justice and to internalize the costs of malfeasance, the DCO must impose a specific Protective Provision (PP III.B) mandating the full indemnity of affected parties. This indemnity must require the Applicant to compensate affected parties for all reasonable legal and expert fees incurred in statutory appeals or Judicial Reviews (JR) initiated because of the Applicant's material breach of the DCO or judicial findings of Applicant misconduct. This concept is standard practice in commercial agreements, where parties indemnify against costs arising from the willful misconduct or negligence of the counterparty.²⁹ Applying this principle within the DCO framework shifts the financial risk of litigation arising from the Applicant's own regulatory failures directly onto the entity responsible, promoting accountability and providing a form of restorative justice.

C. Non-Discretionary Environmental Liability (Protective Provision Z.Y): Guaranteed Compensation via ILC Drawdown

Environmental compliance failure risks causing immediate and demonstrable harm to neighboring land owners and occupiers, such as crop loss or property damage resulting from failed DCO-approved mitigation schemes. Protective Provision Z.Y must establish a non-discretionary mechanism for liability.

The Applicant must be made directly liable for the reasonable costs, consequential business losses, and restoration damages incurred by any neighboring landowner where demonstrable harm results from a DCO mitigation failure. To ensure swift resolution and eliminate the need for affected parties to initiate costly civil litigation, recourse for certified compensation awards must be guaranteed via immediate drawdown from the secured ILC. This transforms environmental liability from a

lengthy legal dispute into a financially guaranteed and expedited regulatory remediation process.

VI. Enforcement Mechanism: Non-Appealable Stop Notices

A. Statutory Basis for Immediate and Non-Discretionary Enforcement Powers

Given the severe breach of trust and [REDACTED] demonstrated by the Applicant, the DCO must empower the RLPA to issue immediate Stop Notices that are non-appealable on procedural grounds, provided the trigger conditions are met. These measures are justified because the breaches addressed (financial integrity, procedural honesty, CPO abuse) represent fundamental threats to the viability and regulatory foundation of the project, exceeding the severity of minor planning infractions typically subject to appeal rights.³²

The regulatory objective is to establish an immediate sanction for non-compliance with the core integrity mechanisms (the ILC and the ICM), analogous to how financial instruments like stop notices in civil construction contracts earmark funds immediately upon default to protect claimants.³³ The DCO must establish precise, low-threshold triggers to make the Stop Notice mandatory, removing discretionary latitude from the RLPA.

B. Defining Low-Threshold Triggers

Non-Discretionary Enforcement Triggers and Rationale

Breach Category	Specific DCO Requirement Violated	Trigger Threshold for Stop Notice	Rationale (Linked to Misconduct)
Financial Default	Requirement Z.Z(2) (Mandatory Periodic Financial Review).	Failure to replenish ILC to the new required level within 60 days following the 5-year review.	Direct deterrent against financial insolvency and regulatory evasion. ³³
Procedural Integrity	Requirement 15 (Information Disclosure) & ICM Mandate.	Confirmed withholding of any document requested by the ICM that is deemed "relevant" to DCO compliance.	Direct countermeasure against [REDACTED]. ³¹
Environmental Liability	Protective Provision Z.Y (Compensation Default).	Failure to pay any certified compensation award resulting	Ensures immediate financial accountability for

Breach Category	Specific DCO Requirement Violated	Trigger Threshold for Stop Notice	Rationale (Linked to Misconduct)
		from environmental damage within the mandated 30-day period.	environmental damage.
Land Rights/CPO Abuse	Requirement 4 (CPO Necessity Verification).	Commencement of works on contested land parcels (e.g., 9-06 to 9-12) before independent verification is certified by RLPA.	Immediate countermeasure against documented "Transparent Abuse of Process". ²⁶
Decision Overreach	Protective Provision V.V (Non-Derogable Review).	Attempting to commence works based on 'deemed consent' for a critical Requirement before formal RLPA/LLFA sign-off.	Protects the RLPA/LLFAs' right to robust scrutiny. ¹¹

C. Operationalising ILC Drawdown for Immediate Remediation and Sanction

The effectiveness of the enforcement regime relies on the certainty of sanctions. The DCO must clearly define the procedure by which the RLPA/LLFAs can unilaterally draw down the ILC following the confirmation of a financial or environmental liability trigger (e.g., certification of compensation or non-payment of mandatory compliance budgets). This ensures that remediation efforts or compliance monitoring can continue uninterrupted, funded by the ILC, even if the Applicant fails to meet its immediate financial obligations, thus insulating the public interest from Applicant instability.

VII. Conclusion: Summary of Recommendations and Path Forward

The procedural history of the One Earth Solar NSIP, marked by [REDACTED] establishes an unacceptable regulatory risk profile under standard DCO terms. The analysis confirms that a structural shift to mandatory, non-discretionary, and highly stringent protective provisions is required to secure the public interest for the project's full 60-year lifespan.

The foundation of this stringent mandate is the **Dual Financial Security package**, totaling a minimum of £1,111.35 Million, which guarantees coverage for construction completion and long-term liabilities against inflation and non-performance risk. This must be complemented by the mandatory, Applicant-funded governance structure (ICM and Secured LA Funding) and the non-discretionary enforcement triggers, ensuring immediate and effective recourse against any future financial or procedural failures.

Actionable Checklist for the Examining Authority (ExA)

Requirement/Provision	Action Mandate
CPO Review (Requirement 4)	Mandate immediate post-consent re-verification of necessity for contested CPO parcels (9-06 to 9-12), including a self-executing surrender mechanism if necessity is not proven.
Financial Guarantee (Requirement Z.Z)	Require Dual Security: PB (≈£1.05 Billion) + ILC (£61.35 Million).
Financial Adjustment (Requirement Z.Z(2))	Mandate periodic (5-year) independent ILC review and mandatory top-up based on inflation and explicit non-performance (credit) risk adjustment.
LA Funding (Requirement Y.Y)	Mandate full Applicant payment of all reasonable RLPA and two LLFA costs, based on authority-set budgets, for 60 years, secured by ILC drawdown.
Decision Time (Protective Provision V.V)	Extend the decision timeframe for critical RLPA/LLFA approvals and explicitly remove the threat of 'deemed consent'.
Legal Indemnity (Protective Provision III.B)	Impose an indemnity clause covering all reasonable legal and expert costs incurred by affected parties in statutory appeals or Judicial Reviews arising from Applicant misconduct or material breach.

Appendix A: Estimated Financial Security and Incremental Cost (60-Year Project Life)

This appendix documents the detailed estimation of the financial commitment required from the Applicant to secure the enhanced protections for the full 60-year lifespan of the One Earth Solar NSIP.

I. Incremental Cost of Protections (60-Year Total)

Cost Component	Annual Cost Basis (Estimated)	Duration	Total Incremental Cost
RLPA/LLFA Technical Review & Monitoring	£250,000 (Construction); £90,000 (Operational)	5 yrs (Construction); 55 yrs (Operation)	£6,200,000
Independent Compliance Monitor (ICM)	£180,000 (Construction); £50,000 (Operational)	5 yrs (Construction); 55 yrs (Operation)	£3,650,000
Total Secured Compliance Costs (60-Year) (A)	Sum of Costs above	60 Years	£9,850,000
Contingency & Legal Indemnity Fund	Capital allocated for fines, LA enforcement, and legal costs (Section III.B & V.B).	One-time Capital	£1,500,000
Total Estimated Incremental Cost (Capital + Funding):	-	-	£11,350,000

II. Required Financial Security Structure

ILC Component	Calculation Basis	Estimated Value
1. Decommissioning & Restoration Cost (Base)	£40,000,000 (User-specified liability benchmark)	£40,000,000
2. Restoration Uplift	125% of Core Decommissioning Cost (£40,000,000)	£50,000,000
3. 60-Year Compliance Monitoring	100% of Total Secured Compliance Costs (A)	£9,850,000
4. Penalty/Contingency Fund	Capital for immediate drawdowns and Legal Indemnity	£1,500,000

ILC Component	Calculation Basis	Estimated Value
TOTAL REQUIRED ILC BOND	Sum of (2) + (3) + (4)	£61,350,000
REQUIRED PERFORMANCE BOND (PB)	Minimum 100% of Capital Cost (≈£1.05 Billion)	≈£1,050,000,000
Final Total Minimum Required Financial Security:	ILC + PB	£1,111,350,000

Footnotes

1. Infrastructure Planning (Environmental Impact Assessment) Regulations 2017: Scoping Opinion for One Earth Solar Farm, PINS Ref: EN010159.
2. West Lindsey District Council Local Impact Report - One Earth Solar Farm, Submission FINAL, July 2025.
3. One Earth Solar Farm, Planning Process.
4. Planning Inspectorate, Frequently Asked Questions.
5. National Infrastructure Action Plan for Reforms to the Planning Process.
6. A Critical Assessment of the One Earth Solar Farm Consultation and Examination Process, PINS Ref: EN010159-000737.
7. Say No To One Earth Solar Response to Environment Agency Documents, PINS Ref: EN010159-000725.
8. DLA Piper, Powers of Compulsory Acquisition: Planning Act 2008.
9. CRA International, Independent Monitorships.
10. [REDACTED] - Post Hearing Submissions, PINS Ref: EN010106-005174.
11. Ashfords, Development Consent Orders: Enforcement.
12. Norton Rose Fulbright, If a section 106 agreement contains various triggers for the payment.
13. Local Government Association, Archived S106 guidance.
14. National Infrastructure Action Plan for Reforms to the Planning Process (Local Authority Funding).
15. Applicant's Responses to other Deadline 2 Submissions, PINS Ref: EN010147-001424.
16. Federal Acquisition Regulation (FAR) 52.228-15: Performance Bond.
17. Wisconsin Department of Administration, Performance Bond (100%).
18. Investopedia, Irrevocable Letter of Credit (ILOC).

19. Federal Acquisition Regulation (FAR) 52.228-14: Irrevocable Letter of Credit.
20. National Audit Office, Lessons learned: private finance for infrastructure.
21. Environment Agency Explanatory Note and Standard Protective Provisions, PINS Ref: EN010128-000653.
22. U.S. Department of Justice, Independent Compliance Monitor Guidelines.
23. Civil Procedure Rule, 85th Update (2016).
24. Planning and Infrastructure Bill Impact Assessment – Nationally Significant Infrastructure Project Reform.
25. Essex County Council - Nationally Significant Infrastructure Projects (NSIP) Policy.
26. Planning Act 2008, Content of a Development Consent Order.
27. California Association of Environmental Professionals, Final Indemnity Clause Memo.
28. Afterpattern, Mutual Indemnity Clause.
29. California Association of Environmental Professionals, Final Indemnity Clause Memo (Example).
30. California Courts, Standard Provisions (Indemnification).
31. Thomson Reuters, Indemnification Clauses in Commercial Contracts.
32. Changes to Temporary Stop Notices – Summary of responses and government response.
33. California Civil Code, Stop Notice (Section 3183).
34. Hastings Law Journal, Stop Notice and Mechanics' Lien Law.