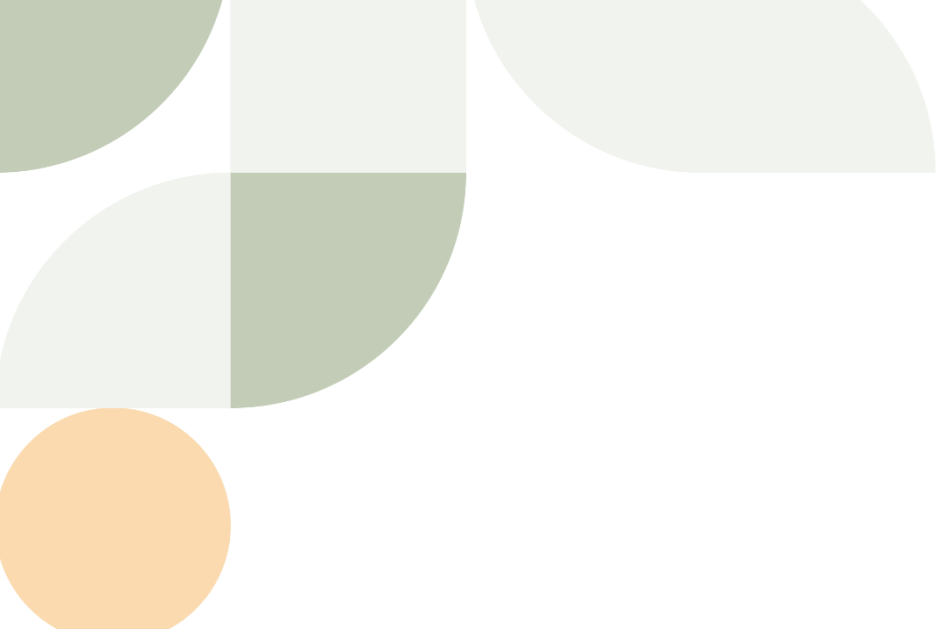




Lime Down

Solar Park

Written Summary of the Applicant's Oral Submissions and Responses at Issue Specific Hearing 4 and Responses to Action Points

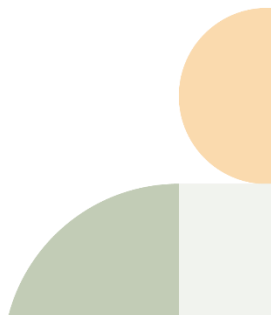
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**The Infrastructure Planning (Examination Procedure) Rules 2010
Rules 8(1)(c)**



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1 Summary of Oral Submissions at Issue Specific Hearing 4

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1. Welcome, housekeeping, purpose of the hearing, participant introductions	Purpose of the hearing is to address matters raised by the ExA following its consideration of the Development Consent Order. The following parties introduced themselves during ISH4: The Applicant • Claire Brodrick, Partner at Pinsent Masons LLP (solicitors for the Applicant) • Will Threlfall, Senior Project Development Manager at Island Green Power and Project Manager for Lime Down Solar Park. • Jacob Burton, Managing Senior Associate at Pinsent Masons LLP Wiltshire Council • Odette Chalaby, Barrister (Representing the Council) • Karen Jones, Strategic Planning Projects Lead • David Lear, Service Specialist in the Highways Development Management • Kate Tate, Agricultural Officer • Johanna Weber, solicitor at Davitt Jones Bold (Solicitor for the Council) • Kevin Cheleda, Traffic and Network Manager Other Stat/Non stat bodies

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	• Daniel Kozelko, Barrister attending on behalf of Stop Lime Down • Celia Reynolds, Stop Lime Down
2. Main discussion points	
2.1 Article 2 - Interpretation Definition of 'maintain' and whether the wording is precise enough.	The ExA queried what replacement activities were proposed by the Applicant and noted inconsistencies within the Non-Technical Summary regarding how replacement activities were described. <i>Post Hearing Note:</i> <i>An updated version of the Non-Technical Summary has been submitted at Deadline 4 to address this point.</i> Ms Brodrick on behalf of the Applicant explained that the dDCO includes both a definition and the operative provision by which that definition is used. Therefore, the definition of "maintain" in Article 2 should not be read in isolation and instead must be read in conjunction with where it is used which is Article 5. Article 5 makes it clear that the activities that can be undertaken under the term "maintenance" don't authorise the carrying out of any activities that would give rise to any materially new or different effects that have not been assessed in the environmental statement. The Applicant's position is that there isn't a need to make any changes to the definition of "maintain" for the Scheme, because "maintain", as assessed in the environmental statement, needs to include replacement activities. Moreover, the Applicant has a concern with reference to the not permitting the replacement of the whole of the development as that could be misinterpreted to mean the Applicant was not permitted to replace the whole of the panels or the BESS. To retain clarity, the Applicant wanted it to be very clear that there was the ability to replace those elements of the Scheme. The Applicant does not consider it necessary to include in the definition elements which cannot be replaced, or have not been fully

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	assessed as being replaced, because the operative provision in Article 5 already does that. Therefore, the Applicant's position is that it is not too broad a definition as it is limited by Article 5. The ExA queried who is the overseer of Article 5 and how this would work in practice. Ms Brodrick explained that specific phases of the Scheme are governed by the relevant management plans. During the operational phase, the Operational Environmental Management Plan (OEMP) is in place and that specifies the types of activities that are routine maintenance activities. The OEMP also specifies the additional controls that will need to be put in place should a replacement activity be undertaken. This draws on the relevant mitigation measures which were put in place during construction which would need to be brought back during those replacement activities. Therefore, compliance with the management plan is the control mechanism. In terms of enforcement, this would fall to the local planning authority (LPA) who would be responsible for enforcing a breach of any provisions of the DCO or management plan secured under the DCO. The Applicant maintains that the activities it can do under the DCO are controlled through that management plan. The ExA queried the element of control and whether the OEMP sufficiently covers this. Specifically, the Applicant does not anticipate replacement of mounting structures, interconnecting cable, grid connecting cable, on-site substation buildings, and only a 20% on-site cable replacement allowance has been made. The ExA was concerned whether there was sufficient detail in the draft DCO to ensure that the whole of the development is not replaced

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	In response, Ms Brodrick referenced section 2.12 in the outline OEMP which relates to the replacement activities of the solar panels and the batteries. It does in that section refer to the assessment carried out in the ES. As currently drafted, it does not specifically list the other elements that would or would not be replaced. If a particular mounting structure were to get damaged, for whatever reason, then the Applicant would be seeking to replace individual components if they were damaged. The Applicant notes the complete replacement of the mounting structures as part of those solar panel activities was not assessed in the ES. If it would be of assistance to the Wiltshire Council and to keep track of ongoing commitments, Ms Brodrick suggested adding some text to the outline OEMP to clarify the point, or to add it to the mitigation roadmap document so that Wiltshire Council could keep track of the parameters and the obligations. The ExA responded that this would need to act as a signposting document and would encapsulate what was originally written in the ES. More broadly, the ExA raised that the OEMP would need to be changed to account for these. <i>Post Hearing Note:</i> Please see the Applicant's response to Action Point 1 in Section 2 below. The ExA queried whether there was a reporting mechanism within the OEMP to the LPA about when those replacement activities would be undertaken. Ms Brodrick responded that there was a section in the OEMP which focused on monitoring and reporting. This stated that monitoring and reporting will be

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	undertaken for the duration of the operation and maintenance phases of the Scheme to demonstrate compliance, and details that there will be a dedicated environmental manager who will log matters in a logbook. These records will be retained as evidence of compliance. The ExA sought clarification regarding the operation of the environmental compliance logbook referred to within the Outline OEMP. In particular, the ExA queried whether the logbook would record all replacement activities, including both routine replacement of individual damaged components and larger-scale replacement of solar panels at the end of their operational life. The ExA also requested clarification as to whether the contents of the logbook would be routinely shared with the LPA or whether the authority would need to request access to those records. Ms Brodrick noted that there is a list of items included in those records which is more oriented towards site inspections, environmental surveys, and more of the environmental elements of it. However, the Applicant is open to adding in a criteria governing the replacement of parts. Ms Brodrick emphasised the distinction between routine maintenance and the replacement of all solar panels. This will be a distinct phase governed by additional obligations compared to routine maintenance activities. Ms Chalaby on behalf of Wiltshire Council reiterated that the Council is concerned by the broadness of the definition of “maintain”. While the interaction with Article 5 is noted, the broad definition of “maintain” could permit whole scheme replacement and repowering by stages which are not subject to controls. The Council suggests the following amendments to Article 2:

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	<i>"including scheduled replacement of components of the authorized development, where such replacement remains within the parameters assessed in the ES and secured by the documents certified under Article 42 and the requirements."</i> <i>"And improve any part of the authorized development, but does not include the removal, reconstruction, or replacement of the whole of the authorized development, other than such scheduled replacement where it remains within those assessed and secured parameters."</i> In response to comments made on behalf of Wiltshire Council and Stop Lime Down, Ms Brodrick stated that the Applicant will comment on Wiltshire Council's proposed drafting once this is submitted but on initial review, this may be a duplication of the provisions which are already there. Article 5 already limits "maintain" to what is in the ES. From a statutory drafting principle, the Applicant does not consider that that additional wording is needed because it is already within the document, and it is unnecessary to duplicate in the definitions what is already controlled via an operative provision. However, the Applicant notes the actions taken to have a look at how the outline OEMP may address the concerns that have been raised in any event.
2.2 Article 9 - Application of Highway Authority Permit Scheme	The ExA requested an explanation of the highway permit scheme referred to in Article 9 and how it normally operates, as well as why it is concerned about the powers contained within it.

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Justification for blanket restriction on highway authority and the appeal mechanism in Schedule 16.	In response to comments made by Ms Chalaby on behalf of Wiltshire Council relating to the deemed consent in Article 9, Ms Brodrick explained that there are different measures of resolution of any refusals of consent in the draft DCO. One of which is arbitration (Article (44) and Schedule 14 sets out the procedure for choosing the arbitrator and the timescales for the arbitration. Other matters may be resolved by a technical expert and so the provisions defer the matter to the relevant resolver. Schedule 16 is a different appeal mechanism to Article 47 whereby the Applicant can appeal to the Secretary of State in the event of consent refusal or a failure to determine. The DCO therefore contains different mechanisms for determining a range of disputes. The Applicant's position is that there needs to be mechanism for resolving a refusal of consent with a set timeframe which wasn't contained in Wiltshire Council's proposed drafting. Ms Brodrick also emphasised that the Applicant is not changing or disapplying the permitting regime but rather, the amendments are seeking to ensure that the measures do not stop works required for the Scheme taking place. Ms Brodrick added that it is appropriate and necessary for there to be no timing restriction on carrying out street works as, if consented, the Scheme would be a critical national priority infrastructure project with a fixed connection date. Ms Brodrick reiterated that the Applicant is not trying to avoid any approvals of the actual details of the street works or providing any of the drawings that need to be provided. There are two limited amendments to ensure that: • The Council does not prohibit works when there are specific road crossings which need to be taken for the cable route and;

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	the Council does not impose a condition which can put the Applicant in breach of the DCO as that would be a criminal offence. The Applicant cannot find itself in a position where the permitting team want it to do an activity that would result in a breach of the DCO.
2.3 Articles 10 and 15 - Power to Alter Streets and Agreements with Street Authorities Justification for power to alter streets outside of the Order limits, the street authority consenting provisions and the timeframe for issuing consent.	The ExA referred to its First Written Question (ExQ1 DCO 1.14) concerning the breadth of the powers contained within Articles 10 and 15. The ExA noted the Applicant's position that the powers are intended to cover unforeseen street works identified at the detailed design stage, subject to the consent of the relevant street authority. However, the ExA expressed concern that the drafting does not appear to impose an absolute obligation to obtain such consent, noting that Articles 10(4) and 15 provide that the powers "may not" be exercised without the consent of the street authority. The ExA questioned whether replacing the word "may" with "must" would provide a clearer and more definitive requirement and invited Wiltshire Council to comment on whether such an amendment would address its concerns regarding the scope of the powers. The ExA noted that the timeline encapsulated within Article 47 and expressed concern over the six-week timeline for deemed consent. The ExA sought clarification from Wiltshire Council on what the timeline would be under a section 278 Agreement. The ExA sought further clarification from Wiltshire Council on whether there is a statutory timeline under the section 278 Agreement given the speed that they need to develop this project. More broadly, what is the alternative to Article 47. The ExA sought clarification as to whether Wiltshire Council's concerns regarding the approval mechanism for highway works arose primarily from a resourcing issue

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	or from the deemed consent provisions within the draft DCO. The ExA noted that, if resourcing were the principal concern, it may be possible for the Applicant to provide financial support through an agreement, such as a section 106 obligation, to enable the Wiltshire Council to secure the necessary resources to assess future submissions. The ExA therefore invited the Wiltshire Council to clarify whether its concerns related to the availability of resources to determine applications within the prescribed timescales or whether the fundamental issue was the operation of the deemed consent provisions themselves. In response to comments made by Wiltshire Council on the use of the power in Article 10, Ms Brodrick on behalf of the Applicant noted that the Council's request for further works to the highway outside of the Order limits were discussed at ISH3. Ms Brodrick explained that the purpose of the provisions in the draft DCO is to ensure that no other statutory consent is required, for example under the section 278 of the Highways Act 1980. The power is limited by the requirements which requires a Construction Management Plan to be submitted and approved. Section 2.3 of the Outline Construction Traffic Management Plan (CTMP) [REP3-108] has a section on detailed design and states that "prior to carrying out any works to the public highway, the detailed design of such works must be submitted to the highway authority for technical approval". This applies to any work to the public highway and not just the works within the Order limits. The Outline CTMP [REP3-108] requires the Applicant to provide details of all of the matters that Wiltshire Council have said that they would like to see and that would be typical if a Section 278 Agreement process was followed. Ms Brodrick reiterated that Wiltshire Council has control over the approval of the final CTMP which will need to include details of all the highways work both within and outside of the Order limits. Therefore, in terms of design there is a control

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	mechanism under the CTMP. Moreover, the proposed protective provisions for the benefit of Wiltshire Council also apply to the road network generally and not just those roads within the Order limits. The definition of “road works” is any work to the highway which is authorised by the Order. <i>Post Hearing Note:</i> <i>The definition in the draft protective provisions is “road works” means so much of any work including highway works, street works, surveys and signalisation or phase thereof authorised by this Order and including any maintenance of that work, but excluding the cable works, as is undertaken on the local road network or land in which the local highway authority has an interest;</i> Therefore, as any works outside of the Order limits would be authorised by the DCO via Article 10 or Article 15 they would be subject to the protective provisions. In summary, Articles 10 and 15 provide a wide statutory power to avoid the need for another statutory consent. This is controlled by the CTMP and the protective provisions. Therefore, Wiltshire Council's concerns about what could happen if the Applicant exercised the powers are unfounded. The Applicant must comply with those other elements, and Wiltshire Council must approve details of the works. By way of example, if consent for works to the highway outside of the Order limits was obtained under the protective provisions and the CTMP was also approved then this would constitute consent for the purposes of Article 10. The Applicant acknowledges that this is different from the day-to-day norm for Wiltshire Council, but all those controls that Wiltshire Council requires are still present under the DCO.

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	Ms Brodrick emphasised that section 2.3 of the Outline CTMP [REP3-108] sets out that the Applicant has to submit the detailed design of the works for technical approval to the Highway Authority. Therefore, there isn't a situation where the Applicant can do works without obtaining the Highway Authority's consent. The ExA sought clarification on the interaction between Article 10 and CTMP. The ExA understood the Applicant's position to be that any highway works proposed under Article 10 would be identified and approved through the CTMP. In turn, the ExA queried whether the Applicant could rely on the powers contained within Article 10 to undertake any subsequently identified highway works without seeking further approval and the extent to which CTMP controls future highway works. In response, Ms Brodrick emphasised that it would depend on the nature of the works and the Applicant would need to decide whether the amendment can be added to the final approved CTMP or if a new CTMP is submitted and approved specifically for those particular works. Ms Brodrick noted that there is an element of duplication between the requirements in the CTMP and the protective provisions relating to design details but ultimately, technical approval will be obtained. The ExA clarified that Article 10 isn't just for the construction phase but rather it is for the duration of the order. Therefore, the CTMP would only cover the construction period but the power to alter the roads will remain during the maintenance and replacement phase. Ms Brodrick responded that there is an operational environmental management plan (OEMP) and that any highway works required during operation relating to

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	routine maintenance would be controlled in the OEMP. To the extent that the Applicant is doing replacement activities, there is an obligation to put in place a specific traffic management plan to cover the duration of the replacement activities. Similarly, at decommissioning, there would be an obligation to put in place a decommissioning traffic management plan which is secured in the outline decommissioning strategy. The ExA sought clarification on how future highway works would be controlled during the operational phase. By reference to the temporary highway improvement works proposed at Alderton Road, the ExA queried whether any future reinstatement or replacement works would be secured and approved through an operational traffic management plan prepared under the relevant operational management plans. In response, Ms Brodrick stated that Section 7 of the Outline Construction Traffic Management Plan [EN010168/APP/7.2] (Revision 4) which states that a final operational traffic management plan will be prepared to cover the planned replacement activities during the operation. The ExA has asked the Applicant if Schedule 16 acts as the backstop for approval of technical details and commented that this was a short period of time for the Council. Ms Brodrick stated that the timescales within Schedule 16 would apply when the final CTMP is submitted. Ms Brodrick accepts that the scope of typical CTMP does not go into this level of detail but fundamentally, this is quite common across DCOs. The inclusion of detailed design in the CTMP was the approach agreed with the Lincolnshire County Council as the Highway Authority on Cottam Solar and West

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	Burton Solar Projects. The inclusion of this detail in the CTMP is therefore not unusual for these types of projects. Ms Brodrick noted that the process under Section 278 does not have any timescales and the Applicant is therefore ensuring through the DCO process that the required information is provided to Wiltshire Council and that the Wiltshire Council reviews this information within a set period. If Wiltshire Council does not review that detail, then there is either a mechanism for appeal or a deemed consent process, depending on whether there would be materially new or different effects. The Applicant does not want a situation where Wiltshire Council does not deal with the approval as the Scheme is a nationally significant infrastructure project with a fixed timescale. The ExA also sought clarification on the interaction between Article 10 and detailed design in the CTMP. Ms Brodrick emphasised that it is criminal offence to do work without statutory authority. Therefore, the statutory authority is either derived from a Section 278 Agreement or through a particular provision in the DCO. Approval of works in the CTMP does not equate to statutory authority unless there is an operative provision in the DCO. Therefore, the primary function of the power in Article 10 is to provide the necessary statutory power, and what has just been discussed is controlling the exercise of that power.

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2.4 Article 11 - Construction and Maintenance of Altered Streets Clarification regarding the remit of Article 11 and consideration of alternatives (e.g. S59 Agreement (Highways Act 1980) or revisions to include protective provisions for the local highway authority).	The ExA sought clarification on whether Article 11 means that the Applicant is only required to repairs damage and degradation to streets which it altered. Ms Brodrick on behalf of the Applicant explained that Article 11 only requires the repair of damage as a result of highways works carried out by the Applicant. However, there are provisions in the CTMP to deal with any damage caused as a result of the use of the roads which the Applicant is not altering. Article 11 only relates to altered streets and includes the works done to the streets and the maintenance of those works. The ExA emphasised that there they had noticed an element of degradation particularly on verges and passing bays of which construction routing along some of these streets may worsen as a result of the Scheme. The ExA queried why Article 11 does not cover the improvement of these streets. Ms Brodrick stated that Article 11 specifically relates to maintenance of works to the highway. These works are being undertaken under the statutory power in the DCO rather than pursuant to Section 278 which incorporates similar maintenance obligations. Therefore, the DCO provides both the power to do the works and also the obligation to maintain them at a statutory level. In terms of repairs being required to the wider highway network, the Applicant added some wording to the Outline CTMP [REP3-108] in section 6.12, which relates to the road condition surveys, both at the beginning and during the construction period. This includes requirements to repair any defects, either at the end of construction or where required during the construction period. Therefore, this addresses Wiltshire Council's concerns and allows the rectification of damage during the construction period rather than necessarily having to wait until the end of the construction phase.

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	In response to comments made on behalf of Wiltshire Council relating to wider damage to the highway network, Ms Brodrick clarified that Article 11 applies where there are known works to the highway but if the Applicant had to do other works to the highway to facilitate the Scheme or to repair any damage caused by the Scheme, then this would be covered by Article 11. Therefore, the Applicant's position is that this obligation is wider than Wiltshire Council envisages. Where there are road condition surveys and the Applicant is monitoring this under the CTMP then there is a statutory obligation to comply with that obligation and failure to comply is a criminal offence. Ms Brodrick emphasised that the measures in the CTMP are not weaker than statutory provisions as compliance with the CTMP is enforceable through the requirements of the DCO and the Planning Act 2008. Ms Brodrick explained that, where highway works are required, for example following the identification of damage through road condition surveys, the relevant powers in Article 10 would be used to do the works, with those works remaining subject to the associated controls within the DCO. Ms Brodrick further noted that protective provisions are being agreed with Wiltshire Council which will establish an additional approval process and repair obligations. Accordingly, the Applicant considered that the powers in Articles 10 and 11 must be read in the context of, and subject to, the further controls that will be secured through the agreed protective provisions. Ms Brodrick commented that there may be damage which is caused by another development and so the Applicant cannot accept that any damage caused to a road during construction automatically is a result of the Scheme.

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	The ExA noted the difficulty that the Council has to face in terms of increased amount of construction going over the roads or where there are increased diversions then there is a realistic possibility of the matter being arbitrated. In response to comments made on behalf of Wiltshire Council in respect of the scope of the protective provisions, Ms Brodrick noted that the protective provisions do cover all highways works carried out by the Applicant. However, the Applicant would discuss the point further with Wiltshire Council. Post Hearing Note: <i>The Applicant has provided an update on Protective Provisions, including those for the benefit of Wiltshire Council, in this written summary below.</i>
2.5 Article 14 - Access to Works Justification for the lack of design detail approval from the highway authority for the permanent and temporary accesses listed in Schedule 7.	The ExA sought clarification on why the Applicant should not seek approval within Article 14. Ms Brodrick on behalf of the Applicant stated that the approval mechanism is encompassed in the CTMP. There is a requirement under CTMP to provide that level of design detail, and therefore it is not needed in the operative provisions. The access to works powers gives the Applicant the statutory power to do works to the highway via the DCO, and then the detailed design is covered by the CTMP. The ExA queried what provisions exist within the DCO or the control documents to ensure that the access design, inclusive of visibility splays, informs the extent of hedgerow removal in Article 40 (4) and 40(5) so that no more hedgerow is removed than is necessary.

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	Ms Brodrick stated that this particular point would be covered by two different management plans. The technical detail of the actual access works and any visibility splay from a highways perspective would be approved by the CTMP. The extent of hedgerow removal would be specified in the Outline Ecological Protection and Mitigation Strategy [REP1-106] (EPMS). Both plans need to be approved before any works are undertaken. The Applicant will need to ensure that the documents align to avoid being in breach of any of the obligations. The ExA queried whether the plans would be informed by the knowledge of specialists who are working in isolation which may result in the documents not being aligned. Ms Brodrick stated that these plans do not work in isolation. The Applicant explained that the extent of any required visibility splays would be determined through the detailed highway design process and agreed with Wiltshire Council. The Applicant noted that any hedgerow removal necessary to facilitate the approved visibility splays would then need to be reflected in, and secured through, the relevant EPMS to ensure compliance with the DCO's hedgerow provisions. The Applicant notes that there may be other works done which do not constitute hedgerow removals (for example, reducing the height of the hedgerows). However, to the extent that hedgerow removal is required, then the hedgerow loss would be set out in the ecological protection and mitigation strategy. In response, the ExA noted that this would require coordination between Wiltshire Council's highways, arboricultural and ecological teams to ensure that approvals relating to highway design and ecological matters were aligned.

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	The Applicant notes that Ms Jones on behalf of Wiltshire Council reiterated that discussions with the Applicant have been progressing in terms of how different management plans are brought forward and the timing and sequencing of these.
2.6 Article 16 - Traffic Regulation Measures Whether the notice provision timeframes in Article 16(5)(a) and (b) are adequate, and whether Article 47 provisions apply to the consent referred to in Article 16(4)(b).	The ExA noted that the primary concern is the timescales. In its written submission, Wiltshire Council advised that the timescales for traffic regulation measures should be eight weeks and not four, and then Article 16.5(b) should be two weeks and not seven days. The ExA queried whether full consultation and advertising should be done twice. The ExA sought clarification on whether the standard period is 12 weeks, and if the Council is proposing a middle ground with 8 weeks. The ExA asked the Applicant on why an 8-week period would not be acceptable. In response to comments made on behalf of Wiltshire Council relating to the timescales, Ms Brodrick on behalf of the Applicant explained that there is a statutory power to put in place traffic regulation measures under the DCO. There are separate powers: Article 16(1) states that the Applicant needs to obtain written consent of the traffic authority before commencing any traffic regulation matters which is controlled by subparagraph 4. Article 16(2) covers minor activities which can be undertaken without consent and this is in relation to placing traffic signs and signals to the extent set out in the CTMP. The Applicant emphasises that the CTMP contains provisions relating to traffic management regulation measures which require any signs or signals to be

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	submitted and approved. Therefore, the approval is sought under the CTMP rather than Article 16. In addition to approval, the Applicant would need to give notice of the measures and such a notice must be served on both the police and the Highway Authority who would have already been aware of the works as these would have been approved under the CTMP. There is also the requirement to publish those details in the newspaper to serve as public notice. Therefore, concerns raised about timescales may not taken account of the fact that the Applicant will obtain approved of the measures under the CTMP before all relevant parties are notified. In response to a query from Wiltshire Council as to why an eight week period cannot be provided, Ms Brodrick responded that this isn't the approval process but rather it is the notification of approval. Ms Brodrick noted that the Council has 10 weeks to approve the CTMP under Schedule 16. The ExA sought clarification on whether it is only Article 16 which is not subject to Article 47. Ms Brodrick responded that the approval of the CTMP, and the details of traffic regulation measures contained within it, is subject to Schedule 16 which includes a 10-week approval process. While the Applicant acknowledges in theory that they could apply for consent under Article 16 and Article 47 would apply, the Applicant still cannot commence the works as these would need to be approved by the CTMP. A consent under Article 16 does not allow the implementation of any unapproved measures in the event that the CTMP has not been approved. The Applicant appreciates that this is not Wiltshire Council's typical way of granting consent but this allows the DCO to include all of the necessary powers required for the Scheme. More broadly, it is not in the Applicant's interest to submit a management plan for approval without having any discussions with Wiltshire Council and its Highway Authority before it submits the plan for approval because

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	the risk of refusal is too high. Therefore, as is typical for NSIPs, there would have been detailed discussions on these plans and measures before submission for final approval. Ms Brodrick noted that it is not in the Applicant's interest to risk waiting 10 weeks and having it refused. In response to comments made on behalf of Stop Lime Down, Ms Brodrick added that there are traffic regulation measures which could be in place for specific elements of the Scheme and some which could be in place for the duration of construction. The Applicant's position is that this level of detail wouldn't necessarily be appropriate in the actual article, but the Applicant would look to add further detail into the outline management plan. The Applicant will also consider the wording in Springwell Solar Farm Order and whether that can be incorporated.
2.7 Article 41 - Felling or Lopping Trees Covered by Tree Preservation Order Justification for the blanket permission to undertake works to or remove protected trees.	The ExA questioned whether it would be reasonable for notice to be given to the Council given the blanket permission provided by Article 41. Ms Brodrick on behalf of the Applicant stated that the Applicant will consider the point further. More broadly, Ms Brodrick explained that where trees are removed due to construction of the Scheme then this would be set out in the EPMS. This acts as a control mechanism. Article 41 provides a statutory power for those works which is controlled by the EPMS. The Applicant acknowledges that there are some areas within the Order limits which have Tree Preservation Orders (TPOs) and the Article would apply to both to the existing TPOs and any new ones which may be made between now and when the Applicant is looking to commence works. The Applicant's key concern is to ensure that works are not delayed. In response, the ExA queried if this was an unfettered power for the duration of the Scheme. Ms Brodrick explained that there are wide-ranging powers under the Electricity Act 1981 for felling and lopping of trees to be undertaken by license

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	holders, which includes the Applicant. In turn, there are already other existing statutory provisions which enable works to trees to ensure protection of electrical apparatus. The Applicant will consider the provision of notice for any works. Post Hearing Note: Please refer to the Applicant's response to Action Point 3 and 4 at Section 2 (List of Actions for the Applicant and Other Parties following Issue Specific Hearing 4) of this document. In response to comments made on behalf of Wiltshire Council, Ms Brodrick stated that the Applicant clarified that any work done to the trees will be controlled via the EPMS to the extent that there are commitments to retain trees or carrying out of works to trees. Article 41 therefore needs to be read in conjunction with the relevant management plans. In response to comments made on behalf of Wiltshire Council relating to the need for trees to be well managed during construction, operation and decommissioning, Ms Brodrick noted that all those points are acknowledged and are covered in the outline management plans. The Applicant is open to consider any specific drafting that Wiltshire Council would like added to the outline management plans.
2.8 Requirements - Approach to Permitted Preliminary Works Consideration of submission of a permitted preliminary works (PPW) environmental management plan, or the approach taken in Springwell Solar Farm Order 2026 to include PPW into the	This was not addressed in the hearing noting that the Applicant will submit a permitted preliminary works environmental management plan for Wiltshire Council to consider.

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definition of commencement in specific Requirements.	
2.9 Schedule 2 - Requirements Requirement 5: Consideration of whether the list of details to be approved is extensive enough. Requirements 6 to 20: Justification for the inclusion of the phrase 'substantially in accordance with'. Requirement 6: Battery Safety Management Plan review mechanism. Requirement 15: Review of Wiltshire Council's suggested revisions to construction traffic management plans and update on protected provisions. Requirement 20: Consideration of the lack of decommissioning bonds and the decommissioning terms more generally.	The ExA sought clarification on why this requirement is restricted to Work Nos 1, 2 and 3 and does not include other Work Nos such as but not limited to Work No. 5 relating to cabling or Work No. 8 relating to highway works. Ms Brodrick on behalf of the Applicant stated that Requirement 5 is designed to deal with the elements of the scheme that have design details and parameters relating to predominantly layout and external appearance and this interacts with the design principles and parameters document. Requirement 5(4) states that Work No.5 must be carried out in accordance with the design principles and parameters. This means that the actual specification of the cable route corridor and the maximum parameters will need to be complied with. It is the Applicant's position that because the cable is underground, there is no need for the planning authority to approve the detailed design of that cabling route in terms of the circuits and the cable trench, as long as the Applicant is compliant with the parameters. Ms Brodrick noted that the planning authority wouldn't typically be involved in approving the electrical configuration. The Applicant's position is that it would be a duplication to add the other work numbers to Requirement 5 because they are covered by the other Requirements, either specifically, for example, fencing has its own requirement, drainage has its own requirement, or via one of the management plans, so either the construction environmental management plan or the operational environmental management plan in respect of lighting, or for highways works, the construction traffic management plan. Therefore, adding any additional work numbers is unnecessary because they are already provided for in other requirements.

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	The ExA notes that there could be duplication with some of these other requirements, but there is no cross-referral in the draft DCO to require that Work Nos. 1, 2 and 3 must accord with the details in those other Requirements. The ExA queried uncertainty over the sequence in terms of discharge of those Requirements and ensuring consistency between the plans. In response, Ms Brodrick explained that the elements which are specified in Requirement 5 are specific and would require the necessary details to be submitted and approved. The Applicant does not consider it necessary to state that the other Requirements must also be complied with because all of those Requirements apply to the authorised development in any event. How and in which order the Applicant applies to discharge the Requirements will depend on how the works are carried out. For example, the Applicant may do a separate set of plans for each element of the works and discharge the each of the relevant Requirements on a works package basis. Alternatively, the Applicant may provide details for all of the works at the same time. However, it is not possible to specify how this will be done or the timescales now. However, from a statutory drafting perspective, it is unnecessary to say that the Applicant must comply with each of the Requirements. The ExA queried whether expanding the details listed in 5(1)(a) to 5(1)(f) to include drainage, water storage, security measures, junction improvements, etc. would be meritorious or whether these are covered in other requirements. Ms Brodrick confirmed that these elements are covered in other Requirements. The ExA in response queried whether the reference in Requirement 7 to “written details” of permanent and temporary fences did not include any visual design detail.

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	Ms Brodrick explained that the term “written details” is not limited to text, it includes plans. The Applicant emphasised that details of those elements are set out in the respective management plans. <i>Post Hearing Note:</i> <i>As defined in Schedule 1 to the Interpretation Act 1978 “Writing” includes typing, printing, lithography, photography and other modes of representing or reproducing words in a visible form, and expressions referring to writing are construed accordingly.</i> Ms Brodrick emphasised that Requirement 5 essentially lists the elements of the Scheme which are not set out in other management plans. The ExA in response queried about how much detail about the appearance of those elements will be in those final management plans. In response, Ms Brodrick explained that lighting associated with the Scheme would be limited. Construction lighting would be controlled through the Construction Environmental Management Plan, which sets out the lighting measures to be employed during construction activities. During operation, lighting would be restricted to the substations and BESS areas and would be motion-activated for security purposes only and controlled via the Operational Environmental Management Plan. In response to comments made on behalf of Wiltshire Council, Ms Brodrick in stated that the Applicant is preparing a document that will highlight where in the Management Plans each of the commitments relating to the mitigation measures are contained. The Applicant noted that this can be in a table which states which requirement relates to the relevant Work numbers.

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	<i>Post Hearing Note: As noted in the Applicant's response to Action Point 6 at Section 2 (List of Actions for the Applicant and Other Parties following Issue Specific Hearing 4) of this document, the Applicant will submit this document at Deadline 5.</i> <i>Requirement 6 – 20</i> The ExA raised a query on whether “substantially in accordance with” provides the right amount of flexibility for the design to evolve but is robust enough to govern the Applicant's conduct. Ms Brodrick on behalf of the Applicant stated that this is standard wording particularly for solar DCOs where the extent of the design work that has been undertaken at this stage in the process is quite high-level. The Applicant's position is that there is a need for flexibility for each of the Requirements because the detailed design has not been confirmed yet. However, this does not apply to the Design Principles and Parameters. The use of “substantially in accordance” also allows improvements to be made if technology or methodology has changed between now and commencement of construction. In terms of the control mechanism, Ms Brodrick emphasised that this ensures that no materially new or different environmental effects arise. Schedule 16 puts the onus on the Applicant to report on the existence of any materially new or different effects when it applies to discharge the Requirement. Therefore, as part of the submission of the final management plan for approval, the Applicant will need to state whether it is materially new or different from what was said in the Environmental Statement.

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	Ms Brodrick stated that if there are specific Requirements which Wiltshire Council requires a more detailed explanation then the Applicant can respond accordingly. Specifically relating to archaeology in Requirement 12, subparagraph 3 has “substantially”. Ms Brodrick clarified that if further evaluative trial trenching is required then the details of those works would be specified in the Outline AMS. The Applicant noted that the subsequent paragraph relates to any WSI which may be prepared following further evaluative trial trenching. Ms Brodrick explained that Requirement 13(1) would require all permitted preliminary works to be carried out in accordance with the Permitted Preliminary Environmental Management Plan. This as an example of a document that will be submitted during the examination and secured through the DCO, rather than being prepared in outline with a final plan approved at a later stage following consent. <i>Permitted Preliminary Works</i> The ExA noted that the Applicant will provide further information about permitted preliminary works being carried out in accordance with the permitted preliminary works environmental management plan. The ExA noted that both the Council and Stop Lime Down supported this approach but there was suggestion that a different approach was taken in Springwell Solar Farm Order. This required that certain preliminary works were reinserted within the definition of commencement in specific requirements. Ms Brodrick on behalf of the Applicant stated that the approach in the Springwell Solar Farm Order was to add the provision to each of the relevant requirements where a permitted preliminary work may engage a mitigation measure that was

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	otherwise covered by that particular requirement. In the draft DCO for the Scheme, the Applicant intends to do this in one document. In response to comments on behalf of Wiltshire Council, Ms Brodrick noted that the formatting in the tracked version of the draft DCO can be incorrect due to the SI templates, but the Applicant will seek to rectify this. <i>Post Hearing Note:</i> <i>The Applicant has submitted an updated tracked version of the draft Development Consent Order at Deadline 4 with corrected formatting.</i> The ExA also raised a drafting query pertaining to Requirement 13, noting a new sub-paragraph had been introduced. This required permitted preliminary works to be carried out in accordance with the Permitted Preliminary Works Environmental Management Plan. The ExA queried whether Requirement 13 was the appropriate location for this provision as permitted preliminary works do not form part of the construction phase. Ms Brodrick noted that the ExA would give this point further thought and suggested it could be moved to Requirement 2 if preferred. <i>Battery safety</i> The ExA noted the absence of a periodic review in the battery safety management plan. Ms Brodrick on behalf of the Applicant stated that this point will be considered and wording will be added to this effect in the next iteration. Ms Brodrick noted and that there is an amendment in the most recent version of the Outline Battery Safety Management Plan [REP3-106] [at paragraph 6.1.2. It

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	states that the detailed battery safety management plan will be updated should the battery technology change during the operational placement period and that the existing control measures and mitigations would not be amended without the prior agreement of the fire service. If Wiltshire Council would like further amendments to this drafting then the Applicant will consider them. <i>Requirement 15</i> The ExA asked the Council what their key concerns are with Requirement 15. In response to comments made on behalf of Wiltshire Council, Ms Brodrick on behalf of the Applicant explained that it is unnecessary to list all the things that need to be in the management plan where an outline plan containing these elements has been provided and will be a certified document. . The Applicant can provide offline confirmation to Wiltshire Council as to which of the relevant paragraphs in the outline plan cover the points listed by Wiltshire Council. The Applicant notes that matters may be covered across multiple plans, but the Applicant can direct Wiltshire Council to where the relevant provisions are. The ExA notes that Schedule 16 applies if the Council does not issue a decision on the CTMP in 10 weeks. The ExA sought clarification on this aspect. Ms Brodrick explained that the discharge of the final CTMP is subject to Schedule 16 and approval under the protective provisions is subject to its own dispute resolution mechanism. The Applicant notes that once the Protective Provisions have been agreed then the Applicant can revisit the wording. The Applicant notes that other DCOs list the

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	measures but some DCOs draft by reference to the management plan and this is consistent with West Burton Solar Project and Cottam Solar Project DCOs. <i>Requirement 20</i> The ExA notes that there are a number IPs response regarding uncertainty of restoration of the land once it is handed back to the landowner at the end of the Scheme's life. The ExA sought clarification from the Applicant on how decommissioning securities work. Ms Brodrick on behalf of the Applicant stated that the nature of the security depends on the contractual terms included in the relevant land agreement. These effectively require a form of security to be put in place and this is regularly reviewed over the lifetime of the Scheme to ensure that it is of an appropriate amount. However, the exact nature of the security is not confirmed at this stage The provision of security to landowners is common across onshore wind and solar projects and is a well-known principle in property agreements. The ExA noted whether these are sufficient and what assurances can be given. Ms Brodrick notes these concerns. However, the Applicant's position is that a decommissioning requirement in the DCO is sufficient because compliance with that is a statutory requirement, and failure to comply is a criminal offence. Whilst there are voluntary agreements that the Applicant has entered into that do provide for decommissioning security, this is a typical provision that the landowner would ask for.

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	The Applicant therefore maintains its position that it is not necessary for a decommissioning bond to be required and this is consistent with other solar projects. The ExA followed up on change of ownership over the land and whether the security measures would transfer in agreements. Ms Brodrick confirmed that the obligations are within the lease and if the freehold owner were to change then all of the obligations in the lease would apply for the benefit of the new owner. The decommissioning security would also transfer to their successor's title. The ExA notes that Requirement 20 does not include any fixed commitment to completing the decommissioning within a certain timeframe. Ms Brodrick clarified that as currently drafted the 60-year period runs from the date of final commissioning of that part. There is also Requirement 2(3) which obligates the Applicant to notify the Council of when the 60-year period begins. In terms of the timeline of decommissioning, Requirement 20(4) states that the decommissioning plan that is approved must include a timetable for its implementation. Therefore, the final plan will set out what works will be done and the time period over which they need to be undertaken. That approved plan must be implemented. In response to comments made on behalf of Wiltshire Council, the Applicant notes that the current drafting does give the level of clarity requested. However, appropriate safeguards have been implemented and when the decommissioning plan is to be approved, the Applicant will need to show whether there are any materially new or different effects to those assessed in the Environmental

Agenda item	Comment
	Statement. If the nature or the timeframe for decommissioning at that point in time was very different from what has been assessed, the Applicant would need to confirm whether that was the case, and it may well be that the Applicant would need to amend the DCO if it turned out there were going to be different environmental effects because of the nature of decommissioning at that time in the future. It is recognised that the effects may be different 60 years from now. In such a scenario, the Applicant may have to amend the DCO to allow for the decommissioning to take place in the way it needs to. The ExA sought clarification on how the Council can enforce where the Applicant becomes insolvent. Ms Brodrick stated that she would confirm the legal mechanisms in the Planning Act 2008 in writing. Post Hearing Note: Please refer to the Applicant's response to Action Point 7 at Section 2 (List of Actions for the Applicant and Other Parties following Issue Specific Hearing 4) of this document. In response to comments made on behalf of Wiltshire Council, Ms Brodrick reiterated that the date of final commissioning and this being the point of notification. In respect of the approval of the phasing plan, the Applicant is not seeking approval but rather providing information to enable Wiltshire Council to have greater oversight of when the works may take place. The Applicant will revisit the point on the 60-year period and the staggered approach to decommissioning to see if they can provide clarity on whether the decommissioning begins when the first part is completed.

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	Post Hearing Note: Please refer to the Applicant's response to Action Point 8 at Section 2 (List of Actions for the Applicant and Other Parties following Issue Specific Hearing 4) of this document. <i>Schedule 16</i> The ExA notes that 10-week timeframe is longer than the 8 week timeframe. The ExA welcomes the Council's position on the 10-week timeframe and takes notes of the EA's submission at Deadline 1 that they would like 21 calendar days and 15 business days to respond as a discharge authority. Ms Brodrick on behalf of the Applicant explained that as part of the discharge process, the Applicant is required to submit a copy of the documentation to any named consultee at the same time as submitting it to Wiltshire Council so the documentation is available from the first day of the 10-week period. There is also a period in which consultees can require further information which is 15 working days. The relevant planning authority can request further information. Ms Brodrick emphasises that it is not in the Applicant's interest to submit documents for discharge without having any discussion in advance. The Applicant's position is that there is no statutory requirement to undertake any informal consultation process. However, it is in the Applicant's interest to minimise the risk of refusal. When the final plan is submitted, there is payment under the provisions which covers the cost of processing the final application but the cost of those pre-submission discussions would have been covered by a planning performance agreement. In addition, the discharge process encompasses a range of plans and documents of differing complexities. Some submissions may relate to minor matters which

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	would not require the full determination period for review whereas others are likely to be more detailed and would require the full period of consideration. The Applicant will consider the request for a longer time period but noted the need to balance the requirement for thorough consideration and proper discharge of plans against the need to maintain the Scheme programme and achieve the grid connection within the required timescales. The ExA noted that a resolution is unlikely to be reached during the hearing but suggested that further discussion between the parties regarding Planning Performance Agreements and Section 106 Agreements may assist in addressing concerns around timescales. The Examining Authority also observed that the proposed 15-day consultation period for consultees appeared relatively short, particularly given the Environment Agency's indication that a 21-day consultation period is typically allowed under the Town and Country Planning regime when local authorities consult statutory bodies on submitted documents. It was suggested that the proposed timeframe may only be achievable if statutory consultees are engaged in advance through arrangements such as Planning Performance Agreements, enabling them to review key information before formal submission. In response, Ms Brodrick emphasised that it is a 15 working day period which is effectively three weeks. Ms Brodrick emphasised that the timescale starts from when the planning authority has been given the information, but the Applicant is required to give the information directly to the consultees on day 1.

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	In response to comments made on behalf of Wiltshire Council, Ms Brodrick explained that it is typical for the Applicant to confirm that it has sought agreement with the relevant stakeholders as part of the discharge application but this is not normally a statutory requirement. The Applicant will also have to provide a statement saying whether it would result in any materially new or different environmental effects.				
Item 3 – Protective Provisions The ExA will invite the applicant to provide an update on protective provisions in Schedule 15. The ExA will also invite statutory undertakers and other parties that would benefit from the protective provisions to comment.	The ExA noted that this is ongoing and provided an action for the Applicant to provide a written summary of where they are at with the statutory undertakers that they are discussing with. <i>Post Hearing Note: The Applicant has included the below table providing an update on negotiations with statutory undertakers in respect of protective provisions in response to Action Point 9.</i> <table border="1" data-bbox="844 879 2000 1362"> <thead> <tr> <th data-bbox="844 879 1104 954">Statutory undertaker</th><th data-bbox="1104 879 2000 954">Status of protective provisions</th></tr> </thead> <tbody> <tr> <td data-bbox="844 954 1104 1362">National Grid Electricity Transmission Plc</td><td data-bbox="1104 954 2000 1362"> Draft protective provisions for the protection of NGET have been included at Part 3 of Schedule 15 (Protective provisions) to the draft DCO [REP3-005]. Pinsent Masons, the solicitors acting for the Applicant have been in discussions with BCLP, the solicitors acting for NGET, in respect of the form of bespoke protective provisions to be included within the draft DCO. Pinsent Masons is also currently acting on other solar DCOs which are being promoted by Island Green Power, the parent company of the Applicant. This includes the Green Hill </td></tr> </tbody> </table>	Statutory undertaker	Status of protective provisions	National Grid Electricity Transmission Plc	Draft protective provisions for the protection of NGET have been included at Part 3 of Schedule 15 (Protective provisions) to the draft DCO [REP3-005]. Pinsent Masons, the solicitors acting for the Applicant have been in discussions with BCLP, the solicitors acting for NGET, in respect of the form of bespoke protective provisions to be included within the draft DCO. Pinsent Masons is also currently acting on other solar DCOs which are being promoted by Island Green Power, the parent company of the Applicant. This includes the Green Hill
Statutory undertaker	Status of protective provisions				
National Grid Electricity Transmission Plc	Draft protective provisions for the protection of NGET have been included at Part 3 of Schedule 15 (Protective provisions) to the draft DCO [REP3-005]. Pinsent Masons, the solicitors acting for the Applicant have been in discussions with BCLP, the solicitors acting for NGET, in respect of the form of bespoke protective provisions to be included within the draft DCO. Pinsent Masons is also currently acting on other solar DCOs which are being promoted by Island Green Power, the parent company of the Applicant. This includes the Green Hill				

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	Solar Farm on which bespoke protective provisions in respect of NGET are approaching agreement. The parties have therefore agreed that, when agreed in respect of Green Hill, the same form of protective provisions are to be included in the Lime Down Solar Park Order, subject to any project specific deviations. The Applicant has provided BCLP with a draft Side Agreement and form of Protective Provisions primarily based upon the current form of the Green Hill counterparts on 12 June 2026 ahead of Deadline 3. The Applicant is currently awaiting comments on these documents from BCLP in order to progress drafts. The Applicant is confident that bespoke protective provisions in favour of NGET will be agreed prior to the close of Examination. The Applicant is also progressing a SoCG with NGET, a draft of which was submitted at Deadline 2. An updated draft will be submitted at a future deadline.
	National Grid Electricity Distribution (South West) Plc Pinsent Masons, the solicitors for the Applicant have been in discussions with Osborne Clarke, the solicitors for NGED in respect of the form of bespoke protective provisions to be included within the draft DCO.

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		Agreed protective provisions for the benefit of NGED were included within the draft DCO [REP3-005] at Deadline 1. An engrossed Side Agreement is in circulation and awaiting signature. The Applicant anticipates that this will be completed shortly and NGED's objection will be withdrawn.
	National Gas Transmission Plc	Draft protective provisions for the protection of NGT have been included at Part 4 of Schedule 15 (Protective provisions) to the draft DCO [REP3-005]. Pinsent Masons, the solicitors for the Applicant have been in discussions with Mills & Reeve, the solicitors for NGT in respect of the form of bespoke protective provisions to be included within the draft DCO. Negotiations now focus on a select number of outstanding points to be agreed and a meeting is due to take place on 16 July 2026. Mills & Reeve have provided an updated draft of the protective provisions which the Applicant is considering ahead of the meeting taking place.
	National Highways	Bespoke protective provisions for the benefit of National Highways were included within the draft DCO [REP3-005] at Deadline 1. The Applicant then provided Gowling WLG, the solicitors acting for National Highways with a draft Side Agreement and form of protective provisions on 17 April 2026.

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	National Highways has since confirmed agreement in principle subject to further discussion between the parties on a select number of outstanding points. Negotiations in respect of these points remain ongoing and the Applicant is confident that these will be agreed prior to the close of Examination. The Applicant is also progressing a SoCG with National Highways, a draft of which was submitted at Deadline 2. An updated draft will be submitted at a future deadline.
	Network Rail Draft protective provisions for the protection of Network Rail have been included at Part 6 of Schedule 15 (Protective provisions) to the draft DCO [REP3-005]. Pinsent Masons, the solicitors for the Applicant have been in discussions with Dentons, the solicitors for Network Rail in respect of the form of bespoke protective provisions to be included within the draft DCO. This is contingent on agreeing the terms of the voluntary property agreement with Network Rail. In respect of this, the parties have opted to enter into a Framework Agreement regarding ongoing land agreement negotiations. Network Rail's solicitors have provided a draft Framework Agreement which the Applicant is currently reviewing.

Agenda item	Comment	
	The Environment Agency	Following discussions, the Applicant has included the Environment Agency's standard form of protective provisions within Part 7 of Schedule 15 to the draft DCO [REP3-005] at Deadline 3.
	Exolum Pipeline System Limited	Draft protective provisions for the protection of Exolum have been included at Part 8 of Schedule 15 (Protective provisions) to the draft DCO [REP3-005]. Pinsent Masons, the solicitors for the Applicant have been in discussions with VWV, the solicitors for Exolum in respect of the form of bespoke protective provisions to be included within the dDCO. Negotiations now focus on a single outstanding point. The Applicant is confident that bespoke protective provisions in favour of Exolum will be agreed prior to the close of Examination.
	Wiltshire Council	The Applicant has engaged in ongoing discussions with Wiltshire Council in relation to the Scheme, including a meeting to discuss its relevant representation and comments on the dDCO on 24 February 2026. The Applicant met with Wiltshire Council's highways team on 14 April 2026. At this meeting it agreed that the draft DCO [REP3-005] would be updated to include protective provisions for the benefit of Wiltshire Council as highway

Agenda item	Comment
	authority to address the concerns raised by Wiltshire Council relating to the streets works and highways powers in the draft DCO. A draft form of protective provisions is now in circulation and the Applicant provided Wiltshire Council with an updated draft on 30 June 2026. The Applicant has included this version of the protective provisions in Part 11 of Schedule 15 to the draft DCO submitted at Deadline 4, however these will be subject to revision as negotiations progress. The Applicant welcomes ongoing engagement with Wiltshire Council and will consider any specific amendments Wiltshire Council suggests in relation to the dDCO or the management plans. The Applicant is also progressing a SoCG with NGET, a draft of which was submitted at Deadline 2. An updated draft will be submitted at a future deadline.
3.1 - The ExA will invite the applicant to provide an update on protective provisions in Schedule 15. The ExA will also invite statutory undertakers and other parties that would benefit from the protective provisions to comment.	

Agenda item	Comment
Item 4 – other matters not covered in Items 2 and 3 above. The ExA will provide an opportunity for interested parties to comment on other aspects of the dDCO that were not covered in items 2 and 3 above.	Mr Kozelko on behalf of Stop Lime Down noted that there are a small number of comments made on the DCO but that the explanation of the Applicant had been accepted on some of them. The remaining comments would be in a note and submitted at deadline 4 as requested by the ExA. This would allow the Applicant to respond at deadline 5.

2 List of Actions for the Applicant and Other Parties following Issue Specific Hearing 4

Number	Responsible party	Action	Submission deadline	Applicant's response / commentary
1.	Applicant	Review section 2.1.2 of outline Operational Environmental Management Plan to confirm that the list of replacement components is complete and that each have been considered within the ES.	Deadline 4	The Applicant has updated the Outline OEMP submitted at Deadline 4 to address this point.
2.	Wiltshire Council	Submit suggested wording as explained in oral hearing, with regards to 'maintenance' to be carried out within the parameters of the ES.	Deadline 4	N/A
3.	Applicant	Provide additional commentary on wide ranging powers for statutory undertakers under the electricity act on undertaking works to trees subject to a TPO.	Deadline 4	Paragraph 9 of Schedule 4 to the Electricity Act 1989 provides a general power for licence holders to carry out works to trees where are in such close proximity as to obstruct or interfere with the installation, maintenance or working of the line or plant, or to constitute an unacceptable source of danger. This power can be exercised by giving notice to the landowner and, if different, occupier of the land in

Number	Responsible party	Action	Submission deadline	Applicant's response / commentary
				question, and empowers the trees to be felled or lopper or its roots cut back so as to prevent the obstruction, interference or danger. Part 3 of the Town and Country Planning (Tree Preservation) (England) Regulations 2012 relates to activities that are prohibited in relation to trees subject to a TPO, and the exceptions. The exceptions are listed in Regulation 14(1) and confirm that it is not prohibited to carry out works to TPO trees: “(a)(iii) by or at the request of a statutory undertaker, where the land on which the tree is situated is operational land of the statutory undertaker and the work is necessary— (aa)in the interests of the safe operation of the undertaking; (bb)in connection with the inspection, repair or renewal of any sewers, mains, pipes, cables or other

Number	Responsible party	Action	Submission deadline	Applicant's response / commentary
				apparatus of the statutory undertaker; (cc)to enable the statutory undertaker to carry out development permitted by or under the Town and Country Planning (General Permitted Development) Order 1995.” Additionally, (1)(e) of Regulation 14 extends the exception to “the felling or lopping of a tree or the cutting back of its roots by or at the request of, or in accordance with a notice served by, a licence holder under paragraph 9 of Schedule 4 to the Electricity Act 1989 (other powers etc of licence holders – felling and lopping of trees etc).” Regulation 15 confirms that the exception also applies to trees in conservation areas. The Order Limits constitute the Applicant's operational land by virtue of article 39(2) of the Order, in the same way as the red line boundary to an equivalent Town and Country

Number	Responsible party	Action	Submission deadline	Applicant's response / commentary
				Planning Act planning permission. Accordingly, the Applicant, as a statutory undertaker by virtue of being a licence holder under the Electricity Act 1989, benefits from an exception under the TPO Regulations whereby it is able to carry out works to TPO trees for reasons of safety, and in respect of inspection, repair or renewal of its apparatus. Article 41 therefore reflects the existing exception to the requirement for consent for works to TPO trees found in the TPO Regulations and Schedule 4 to the Electricity Act 1989.
4.	Applicant / Wiltshire Council	Review alternative wording for Article 41, ensuring correct balance of when and when not to involve the council.	Deadline 4	Please refer to the Applicant's response to Action Point 3. In respect of the involvement of the Council, it is noted that Regulation 14 of the Town and Country Planning (Tree Preservation) (England) Regulations 2012 does not require

Number	Responsible party	Action	Submission deadline	Applicant's response / commentary
				any notice to be given to the local Planning Authority where excepted works to TPO trees are carried out by statutory undertakers. A notice is required by paragraph 9 of Schedule 4 to the Electricity Act 1989, but this notice is to be given to the owner and occupier of the land in which the tree is situated, rather than the local planning authority. The Applicant is, however, content that it is reasonable to notify the relevant planning authority in advance of such works, or afterwards in the case of emergency works. Regulation 14(2) of the TPO Regulations provides that, where a tree is dead or where works are required to remove an immediate risk of serious harm, notice should be given as soon as practicable after the works become necessary, or in any other case, at least five working days prior to the date on which the works are to be commenced. The Applicant has mirrored this notice provision

Number	Responsible party	Action	Submission deadline	Applicant's response / commentary
				within Article 41 with the addition of a new paragraph (4). This ensures that the relevant planning authority will be notified of any works to protected trees.
5.	Wiltshire Council	Confirm which requirements the Council considers the phrase "substantially in accordance with" needs further justification.	Deadline 4	N/A
6.	Applicant	Provide a document, which can become a certified document within the DCO, which acts as a schedule of interactions (signpost) between design or mitigation measures contained in the various management/ design parameter plans and the detail sought in DCO requirements (to avoid reliance on the phrase that 'the detail is covered in the management plans' without evidencing which plan(s) and where in that plan(s) the information can be found).	Deadline 5	The Applicant will submit a document setting out the various highways powers and associated mitigation measures at Deadline 5.
7.	Applicant	Confirm the provision in the Planning Act 2008 for decommissioning enforcement powers against landowners, for example	Deadline 4	Sections 160 and 161 of the Planning Act 2008 make it an offence to carry out development for which development consent is required without a DCO, or to breach the terms

Number	Responsible party	Action	Submission deadline	Applicant's response / commentary
		in the event that the undertaker became insolvent.		of a DCO. This includes breach of the obligations in a management plan secured via the DCO. Part 8 of the Planning Act 2008 provides the relevant planning authority with powers of entry (with and without a warrant) and powers to require information is provided to it in respect of a potential breach of sections 160 or 161. Failure to comply with an information notice is an offence. Where a breach is identified, the relevant planning authority may serve a notice under section 169 requiring the removal of unauthorised development, or that steps are taken to resolve a breach of the terms of the DCO. In the event this notice is not complied with, the relevant planning authority may enter the land and remove the development, or carry out the steps required, itself under section 170.

Number	Responsible party	Action	Submission deadline	Applicant's response / commentary
				The relevant planning authority may then recover its expenses in carrying out the works required by the notice under section 170(1)(b), "from the person who is then the owner of the land". Section 170(2) then provides a mechanism for the landowner to recover those costs in turn from the party responsible for the breach of section 160 and/or section 161 (s170(2)). In respect of the decommissioning of the Scheme specifically, in the event the Applicant became insolvent or was otherwise not able to comply with Requirement 20, this would constitute a breach of the terms of the DCO, and therefore an offence under section 161 of the Planning Act 2008. The enforcement process would then be followed, with the relevant planning authority issuing a notice under section 169 requiring steps be taken to decommission the Scheme. The landowner could choose to comply with the notice and recover its

Number	Responsible party	Action	Submission deadline	Applicant's response / commentary
				costs from the Applicant under s170(2) or, if the Applicant was insolvent, via the security put in place under the terms of the lease. If this notice was not complied with, the relevant planning authority would then arrange for decommissioning to be carried out under section 170. The relevant planning authority would then exercise its statutory right to recover its full costs from the landowner under section 170(1)(b). In circumstance where the Applicant was insolvent, the landowner would recover the costs under the security put in place pursuant to the terms of the lease, with the same effect as if the landowner had recovered the costs from the Applicant directly under section 170(2). In circumstances where the relevant planning authority has a statutory right to recover its costs from the landowner, it is appropriate that decommissioning security is provided by the Applicant directly to the

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				landowners. If the security was for the benefit of the relevant planning authority, a landowner could find themselves liable under the Planning Act 2008 for decommissioning costs and unable to make a claim as they are not the beneficiary of the security. The Applicant is therefore confident that provision of decommissioning security directly to landowners is the appropriate mechanism for protecting all parties, including the relevant planning authority and landowners, from a breach of the DCO by the Applicant.
8.	Applicant	Review drafting of DCO to confirm 60 year life span of project is from final commissioning of first phase and not from final commissioning of the last phase.	Deadline 4	The Applicant has updated Requirement 20 so that each part of Work No. 1 must be decommissioning no later than 60 years following the 'initial date of final commissioning'. A new paragraph (9) has been added which defines the 'initial date of final commissioning' as the earliest date of final commissioning of any part of Work

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				No. 1. This ensures that the whole of the Scheme is decommissioning at the end of 60 years, and that the lifetime of the Scheme cannot be artificially extended through staggering the final commissioning of the solar Sites. The decommissioning of the associated development continues to be linked to the date of decommissioning of that part of Work No. 1 to which it relates to enable parts of Work No. 1 to be decommissioned earlier.
9.	Applicant	Provide update on discussions with statutory undertakers regarding protective provisions.	Deadline 4	The Applicant has included a table providing an update in respect of each statutory undertaker regarding protective provisions at agenda item 3 of the Applicant's Oral Submissions and Responses at Issue Specific Hearing 4 (draft DCO) and Responses to Action Points.
10.	SLD	Provide update to ExA on draft DCO matters which SLD consider remain unresolved.	Deadline 4	N/A