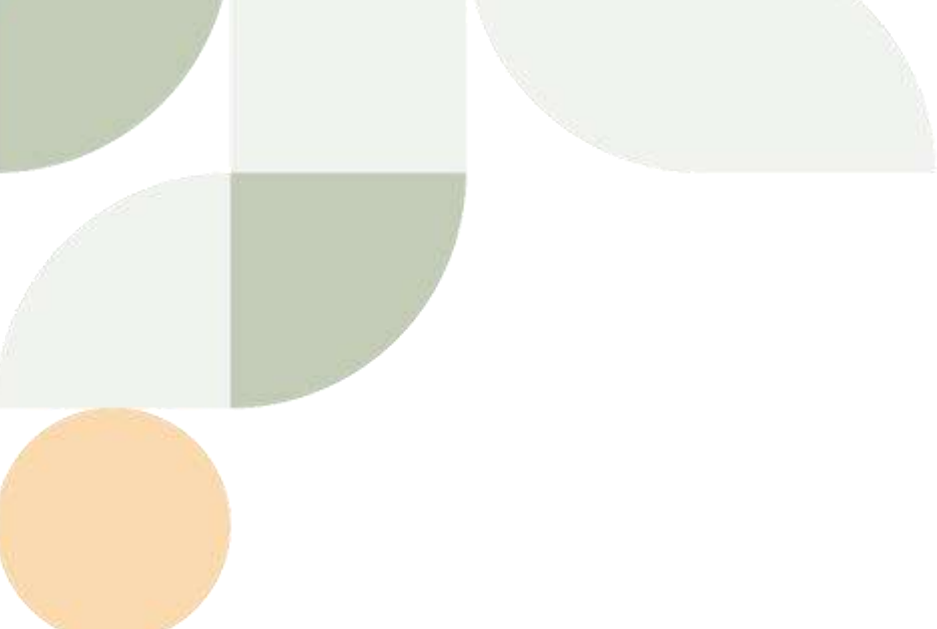




Lime Down

Solar Park

Written Summary of the Applicant's Oral Submissions and Responses at Issue Specific Hearing 9 and Responses to Action Points

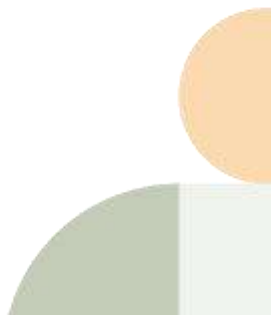
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The Infrastructure Planning (Examination Procedure) Rules 2010



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1 Summary of Oral Submissions at Issue Specific Hearing 9

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1. Welcome, housekeeping, purpose of the hearing, participant introductions	The ExA introduced the hearing and made some preliminary remarks. 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 ISH9: The Applicant • Claire Brodrick, Partner at Pinsent Masons LLP (solicitors for the Applicant) • Will Threlfall, Senior Project Development Manager at Island Green Power • William Barrett, Technical Director at AECOM Wiltshire Council • Isabella Buono, Barrister at Landmark Chambers (Counsel for Wiltshire Council) • David Lear, Service Specialist in Highways Development Management • Kate Tate, Arboricultural Officer • Yohanna Weber, Solicitor at Davitt Jones Bold (solicitors for Wiltshire Council) • Karen Jones, Strategic Planning Projects Lead Other statutory and non-statutory bodies • Daniel Kozelko, Barrister at 39 Essex Chambers (Counsel for Stop Lime Down)

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	• Celia Reynolds, Barrister at 39 Essex Chambers (Counsel for Stop Lime Down) • Mark Westmoreland Smith, Barrister at Francis Taylor Building (Counsel for National Gas Transmission Plc) • Fiona Barker, Solicitor at Mills & Reeve (solicitors for National Gas Transmission Plc) • Julie Russell, solicitor at Gowling WLG (UK) LLP (solicitors for National Highways)
2.1 Article 2- Interpretation Definition of ‘maintain’ and whether the wording is precise enough in light of responses in [REP5-097] and [REP6-067].	The ExA noted that this matter was discussed at ISH4 and featured in the ExA’s written questions and that the matter had not reached consensus on the definition. The ExA previously suggested additional wording to try and ensure that the wholesale replacement of all equipment could not take place. The ExA suggested there may be room to adjust the wording from that which was suggested in EXQ1 DCO1.3. Ms Brodrick, on behalf of the Applicant, explained that the Applicant’s position remained the same as that expressed at the previous DCO hearing and in its response to the questions. She explained that the definitions needed to be considered in the context of their use in the operative provisions. Article 5 dealt with the maintenance of the authorised development and made clear that “maintenance” was limited to activities that would not give rise to any materially new or materially different effects that had not been assessed in the Environmental Statement (ES). The Applicant’s position therefore remained that Article 5 already constrained the maintenance activities that could be carried out to those assessed in the ES. Accordingly, the Applicant considered that no further clarification of the definition of “maintain” was required. Ms Brodrick noted that several other solar DCOs granted to date might have included this wording but, so far as the Applicant was aware, those projects had not specifically assessed the complete replacement of the solar panels or the BESS. The wording had therefore been appropriate for those projects. She also noted that, in Island Green Power’s previous DCOs for Cottam and West Burton, complete replacement had not been assessed in the Environmental Statement; only the ad hoc

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	replacement of broken panels had been assessed. By contrast, this Scheme and Island Green Power's Green Hill Solar Farm DCO project, which was then awaiting determination, had both specifically assessed the complete replacement of the BESS and solar panels. The Applicant therefore considered that different wording was appropriate for those projects. The ExA noted in DCO1.3 the ExA originally suggested what could be included was (in bold and underlined) in Article 2(1): <i>"maintain" includes inspect, repair, adjust, alter, remove, refurbish, reconstruct, replace (including scheduled replacement) and improve any part of, <u>but not remove, reconstruct or replace the whole of the</u> authorised development, and "maintenance" and "maintaining" are to be construed accordingly.</i> The ExA acknowledged what the Applicant had said about the wording but queried whether, after the words "...the whole of the authorised development...", wording could be inserted stating "...excepting solar PV panels and BESS...". The ExA noted that the issue had originally been raised because parts of the Applicant's ES indicated that certain elements, such as cabling and some foundations, were not expected to be replaced. The ExA queried whether, notwithstanding Article 5, the proposed wording could be clarified by a simple insertion into the definition. The ExA queried what the impediment would be to include a carve out for the solar PV and BESS. In response, Ms Brodrick referred to the ES, which had already assessed the replacement of broken parts of the apparatus, for example where an item had broken and required replacement. The Applicant considered that the definition would need to identify clearly what was meant by "<u>the whole of</u>

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	the authorised development". It wished to retain the ability for "maintain" to include the replacement of individual parts that might malfunction or break. Ms Brodrick explained that the Applicant's concern was that it would not have been straightforward simply to state "...except solar PV panels and BESS", as this could have created uncertainty as to whether the Applicant could replace part of the substation if it broke or all planting if it died, as discussed at a previous hearing. She noted that, when the practicalities had been considered, it had been determined that a lengthy list would have been required to identify each relevant component clearly. This was essentially what the ES had already done by assessing the various activities. The Applicant therefore considered that Article 5, by constraining the activities falling within "maintenance", provided a more appropriate means of capturing what had been envisaged. Implementing the ExA's suggestion would have resulted in an unwieldy definition if it also needed to clarify that individual elements could still be replaced. Ms Brodrick added that a statutory instrument did not readily allow for wording such as "for example", whereas the management plans and other parts of the ES afforded greater flexibility in their descriptions. Ms Brodrick reiterated the Applicant's concern and stated that the concerns previously raised by Wiltshire Council and Stop Lime Down regarding the scope of the definition of "maintain" were already addressed by the constraints in Article 5. The ExA accepted Ms Brodrick's point. In response to the comments made on behalf of Wiltshire Council and Stop Lime Down, Ms Brodrick, on behalf of the Applicant, invited Wiltshire Council to propose additional wording in relation to section 2.13 of the Outline OEMP [REP6-031], which the Applicant was willing to consider. However, the Applicant reiterated its position that such wording was not required because it was constrained by the ES. When the requirements were discharged, the management plans governing replacement

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	activities would have needed to demonstrate, in accordance with Schedule 16 of the Draft Development Consent Order (Draft DCO) [REP6-005], that no materially new or different effects would arise at that time. Wiltshire Council would therefore have had that information available at the relevant stage.
2.2 Article 6 - Disapplication and modification of legislation, etc The implications of retaining Article 6(4): Regulation 3(2) of The Environmental Impact Assessment (Agriculture) (England) (No.2) Regulations 2006	The ExA noted following conversations at ISH5 the matter remains on the agenda following confusion from Natural England on whether Natural England understood the possible implications of the disapplication on the status of wildflower meadows at decommissioning. The ExA noted they understood the logic but wanted to clarify for the benefit of the ExA and other parties the Applicant's position. Article 6 was revised at Deadline 4 to include: <i>"(4) Regulation 3(2) of The Environmental Impact Assessment (Agriculture) (England) (No.2) Regulations 2006 has effect as though after sub-paragraph (b) there were added—</i> <i>"(ba) constitutes development to which the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017 apply;"</i> The ExA, in its First Written Questions, asked for an explanation for the insertion and the Applicant responded at Applicant's Response to the Examining Authority's First Written Questions [REP3-128] in response to question EB1.1, that the land currently utilised for solar development would be considered uncultivated land. A screening decision would be needed for the land to be returned to arable use. The Applicant's response to DCO2.5 in Applicant's Response to the Examining Authority's Second Written Questions [REP5-097] goes on further to note the intention of the scheme, and

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	what has been assessed in the ES, is that as part of decommissioning, the land will be restored such that when it is returned to the landowners, they may immediately use it for agricultural purposes. If the new drafting was not included in the DCO, the position would be that when the Scheme is decommissioned and the land restored, authorised under the DCO, that the land could not actually be used for agricultural purposes until a further screening decision is carried out. The ExA sought clarification on the insertion of subpart (4) of Article 6 to confirm without the insertion of Article 6(4), the land could not revert to agricultural purposes until a further screening decision. Specifically, the ExA noted this section is essentially asking would the wildflower meadows be protected from returning to agriculture at decommissioning as a priority habitat? Ms Brodrick in response to the ExA's query noted currently how the regulations apply, as stated by the ExA, an exemption applies if an ES under the Town and Country Planning Act 1990 has already been undertaken. However, there isn't an equivalent exemption if development consent has been obtained under the Planning Act 2008. Ms Brodrick noted this was likely a statutory omission. The Applicant had already undertaken an ES which considered decommissioning. Accordingly, screening was not considered necessary because the decommissioning of the land had already been assessed. Ms Brodrick noted when the Applicant submits its decommissioning plan in 60 years' time for approval, the Applicant will need to provide evidence at that time that there won't be any materially new or different effects to those assessed as part of the application currently ongoing. Meaning if the nature of land and the implications for reverting the whole of the area occupied by the solar PV panels back to agricultural use and/or specific areas that have been put forward as habitat management areas would result in materially new or different effects, it would need to be reported at that time. Ms Brodrick explained that a separate screening process was unnecessary, because the process is already captured within the DCO mechanisms themselves.

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	Ms Brodrick explained that, based on discussions with Natural England, it was thought by the Applicant they understood that point, and Natural England had confirmed disapplication on another project. She noted that a further call with Natural England was scheduled to provide further clarification on the implications and disapplication. Ms Brodrick clarified this was a separate issue from whether the wildflower meadows would be restored to agricultural land, or whether restoration activities would be prevented by the operation of other legislation. Ms Brodrick reiterated the points made during the previous week's hearing, namely that while the DCO would provide planning consent for the land to be restored to agricultural use, it would not remove, override or disapply any other legislation that prevents the loss or destruction of that type of habitat that might apply. She further explained that, given the uncertainty surrounding future legislative changes over the next 60 years, the Applicant was unable to comment on whether wildflower meadow habitat might in future be regarded as a more valuable land use than agricultural land. That would be a decision made at the point of decommissioning, but the DCO has been structured on the presumption that at the end of the life of the scheme the land will be returned to agricultural usage. The ExA queried with Ms Brodrick if there was legislation such as the Natural Environment and Rural Communities Act 2006 at the time of decommissioning which protected wildflower meadows then disapplication in Article 6 would not change that as they would be protected under other legislation. Ms Brodrick confirmed that point and noted the disapplication is solely there so there is no need to carry out further environmental screening as the Applicant has voluntarily done an Environmental Impact Assessment.

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	The ExA noted they were totally clear on this point and did not think any other parties had further comment.
2.3 Articles 8 – 16 (in relation to Streets) Consent and dispute resolution mechanisms Local Highway Authority and National Highways Protective Provisions	The ExA noted that, before exploring the ExA's queries, it was prudent to first understand the position regarding the protective provisions with Wiltshire Council and National Highways. Ms Weber on behalf of Wiltshire Council confirmed the protective provisions are now agreed. The ExA reiterated, as previously noted during the hearing, that the protective provisions have not yet been agreed and signed with National Highways. However, it was acknowledged that agreement is likely to be reached following the discussions with National Highways during that hearing. The ExA noted in light of them not yet being signed whether there needed to be any additional or revised drafting in Article 8 so that consent is obtained from National Highways? Ms Brodrick on behalf of the Applicant reiterated the ExA's comment that parties are very close to agreement and noted they did not see reason why this wouldn't be agreed. Ms Brodrick noted as mentioned in the previous hearing that the uncertainty is at the Applicant's risk. Ms Brodrick noted the Applicant had agreed that works in 9I to 9J were subject to National Highways approval and further design work is ongoing in relation to the M4 crossing. Ms Brodrick further noted the Applicant is going through various stages of internal protocols that National Highways have in place for getting approvals for HDD underneath motorways and initial work is being done to get more information on the nature of those works.

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	From this the Applicant considered that National Highways' initial concerns have since been addressed so there is no need to amend Article 8 of the DCO. It was further reiterated the Applicant's commitment to HDD not open cut trenching but in any event National Highways would have to approve those works. The Applicant notes that Ms Russell on behalf of National Highways agreed with Ms Brodrick's submissions, once protective provisions are agreed National Highways confirmed they were content with the wording of Article 8. The ExA noted in Applicant's Response to the Examining Authority's Second Written Questions [REP5-097] in response DCO2.4 regarding operation of protective provisions for the Local Highway Authority, the Applicant stated no revisions are required to Articles 8-16, Requirement 15 (Draft DCO [REP6-005]) or the Outline Construction Traffic Management Plan (Outline CTMP) [REP6-041], due to Article 45 'Protective provisions' which gives effect to the provisions of Schedule 15. The ExA requested an explanation around the dispute resolution mechanism in Article 9(3) for the roadworks permit scheme: <i>"Without restricting the undertaker's recourse to any alternative appeal mechanism which may be available under the permit scheme or otherwise, the undertaker may appeal any decision to refuse to grant a permit or to grant a permit subject to conditions pursuant to the permit scheme in accordance with the mechanism set out in Schedule 16 (procedure for discharge of requirements) of this Order."</i> The ExA queried with the Applicant if protective provisions are meant to take precedence if Article 9(3) should continue to be there?

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	Ms Brodrick noted a dispute mechanism has been agreed within protective provisions, it is likely assumed this would capture any dispute mechanisms required under protective provisions. Post Hearing Note: <i>Following discussions with Wiltshire Council, the Applicant has updated Article 9(3) to make reference to the expert determination process in Part 11 of Schedule 15 (the protective provisions for the benefit of the Local Highway Authority) as the appropriate dispute resolution mechanism with regard to the permit scheme. This approach has been agreed with Wiltshire Council.</i> The ExA noted that National Highways in their written representation noted that Article 10(2) contained non-street specific powers that may affect National Highways. It also noted consent under Article 10(4) should not be subject to deemed consent under Article 45 and that prior approval should be sought for any works in relation to the SRN. The ExA added that National Highways as a relevant highway authority are to be consulted under Requirement 15. The ExA requested clarification on the protective provisions appeal mechanisms under Article 47 or Schedule 16 and which would take priority? Ms Brodrick in response noted the definition “street” covered a range of different streets some of which are public highways and others private access tracks, some of which are maintained by Wiltshire Council or South Gloucestershire as the highway authority. Details of alterations to any public highways will form part of the final CTMP. Regarding the point on works that don’t form part of the SRN that may have implications on the use of the SRN, then National Highways would be a consultee for the purpose of that document. Ms Brodrick explained that to the extent the Applicant is carrying out works to the SRN, then protective provisions apply meaning Article 10(4) would be superseded by the requirement to obtain consent under the protective provisions and the dispute resolution mechanism that applies in the protective provisions would be relevant. In addressing National Highways’ concerns Ms Brodrick noted that

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	works to the SRN are dealt with via protective provisions. In respect of works outside the SRN, Ms Brodrick reiterated the National Highways would be considered a consultee to the CTMP. The Applicant notes that Ms Russell on behalf of National Highways confirmed they were content and previous concerns for Article 10 were dealt with. The ExA acknowledged the Council's concern that ongoing construction activity associated with the wider solar sites could result in defects or damage to the highway works arising after the 12-month maintenance period. The ExA reiterated its concern in relation to streets affected by Article 11, including Alderton Road, and where new accesses are proposed, noting that responsibility for ongoing maintenance could revert to the local highway authority prematurely, only 12 months after completion of the relevant works. The ExA requested an explanation from the Applicant as to why the period of time should not be extended? Ms Brodrick explained that the Applicant understands it has addressed the Council's concerns in the agreed version of protective provisions which are to be updated at Deadline 7. This requires the Applicant to provide certification as to completion of works and also how ongoing maintenance of those works is regulated. Ms Brodrick noted in regard to Article 11 this will apply to private tracks also, so in some cases a 12-month period may be suitable. Ms Brodrick noted that as far as the Applicant was aware the combination of protective provisions and ongoing survey works required under CTMP addressed Wiltshire Council's concerns. Ms Weber on behalf of Wiltshire Council confirmed this was the case.

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	The ExA referred to Article 12(4): <i>“The undertaker must not temporarily close, prohibit the use of, restrict the use of, authorise the use of, alter or divert—</i> <i>(a) any street or public right of way specified in paragraph (3) without first consulting the street authority; and</i> <i>(b) any other street or public right of way without the consent of the street authority, and the street authority may attach reasonable conditions to any such consent.”</i> The ExA requested that the Applicant clarify the meaning of “consulting the street authority”, including whether consultation is limited to notifying the authority of the closure, and explain what the provision is intended to entail. Ms Brodrick on behalf of the Applicant confirmed it would be just the provision of information in relation to those streets that have already been identified as requiring temporary closure during construction. However, Ms Brodrick clarified that any closure of public rights of way are subject to the Public Rights of Way and Permissive Paths Management Plan which will contain all detail in respect of those closures and the notification process to be followed. Ms Brodrick reiterated that the powers will need to be read in conjunction with management plans. It was also noted the CTMP will include details of potential road closures where necessary for carrying out street works. In the event the Applicant needed to close a road not listed in the Schedule then Article 12 gives the statutory power to do so without needing to go through a temporary road closure statutory procedure. It was noted that this cannot be utilised without consent. The ExA required clarification if the consent perspective was from a dispute resolution provision, that Article 47 would apply, including deemed consent process.

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	Ms Brodrick confirmed it would be dispute resolution that is in Article 47 which included deemed consent. Ms Brodrick confirmed under the definition of 'local highway authority', the protective provisions only applied to Wiltshire Council and South Gloucestershire Council. In the event that the Applicant needed to close a road outside their administrative boundaries, then the Applicant would have to seek consent of that relevant highway authority and then Article 47 would apply. Ms Weber on behalf of Wiltshire Council confirmed additional wording in respect of Article 14 is no longer required given the agreed protective provisions.
2.4 Article 17 – Discharge of Water Clarification on the scope of this article in relation to national highways' drains	The ExA noted the points raised by National Highways in their written representation which asked the Applicant to confirm whether Article 17 is intended to apply to National Highways drainage infrastructure claiming deemed consent under Article 47 was inappropriate and noted if it was intended to apply this would conflict with the Government's policy in paragraph 59 of DfT Circular 01/2022. The ExA noted that the National Highways objection would be settled through incorporating paragraph 7(2) of their proposed protective provisions requiring the applicant to obtain consent before exercising rights. Ms Brodrick confirmed that the Applicant has agreed that exercising the power in respect of any drainage apparatus owned by National Highways would be subject to National Highways' consent in the protective provisions. Ms Russell on behalf of National Highways confirmed this is accepted.

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2.5 Article 18 – Removal of human remains	The ExA noted that, although this matter was not included on the agenda, there had been ongoing correspondence regarding the inclusion of this Article in the DCO, including input from Historic England. The ExA observed that similar provisions have not been accepted by the Secretary of State in recent years and noted Historic England's view that the Article is either unnecessary or should be amended to ensure that any burial remains over 100 years old are dealt with by an archaeologist. The ExA sought clarification on the processes and timelines that would arise if this article was removed and section 25 of the Burial Act 1857 applied. Ms Brodrick referred to the Explanatory Memorandum [REP5-014] which explained that the Applicant wasn't able to rule out the presence of human remains within the Order Limits and therefore considered the provision necessary in order to ensure there were specific timescales whilst giving the same protections as under the other regimes. The Applicant was aware that if the Secretary of State does not agree then the provision will be removed. The ExA confirmed they would take a written submission at Deadline 7 specifically addressing: • Article 18(17) in relation to section 239 of the 1990 Act relating to the use and development of burial grounds; • more generally the purposes of disapplying the Town and Country Planning (Churches, Places of Religious Worship and Burial Ground) Regulations 1950 as the Explanatory Memorandum [REP5-014] does not offer enough information. Ms Brodrick confirmed that this information would be provided. She noted that the existing statutory regime does not prescribe specific timeframes, which is why DCOs likely to interact with burial remains typically include such provisions. These provisions establish clear procedural timescales,

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	whereas, in their absence, the Secretary of State's decision-making powers would not be subject to defined time limits. Post Hearing Note: <i>The Applicant has included updated wording at paragraphs 4.4.2 – 4.4.5 of the Explanatory Memorandum submitted at Deadline 7 to respond to the queries raised by the ExA and Action Point 3.</i> The ExA queried whether any burial sites were known to exist within the Order Limits. On behalf of the Applicant, Ms Brodrick confirmed that there had been isolated discoveries of human remains, but no identified burial site. She further noted that any remains discovered were understood to be more than 100 years old.
2.6 Article 25 – Private rights	The ExA required further clarification on how Article 25(4) would be used in practice, and if 25(1)-(3) would be needed? Ms Brodrick stated that, by reference to made DCOs, Article 25(1) typically extinguishes all rights over land being acquired unless the Applicant notifies the holder of those rights that they will not be extinguished. Ms Brodrick explained that this operates as an automatic extinguishment unless such notice is given. This approach may be appropriate for schemes such as rail and highway projects, where the Applicant is acquiring the land itself rather than rights over that land, as it enables the Applicant to remove all rights affecting that land and may therefore be suitable in those circumstances. However, Ms Brodrick explained that, in the context of solar projects, rights do not generally need to be extinguished and can often continue to subsist. By way of example, existing drainage rights may

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	continue to operate across the site, including where individual cable routes are present. Therefore, the Applicant sought to make a positive obligation rather than having the administrative process of having to notify everyone that their rights were not being extinguished. This means that it is only when a right has been identified that needs to be extinguished, that the Applicant would then notify the person holding that right. Ms Brodrick explained that the rationale behind the drafting was that it is less onerous for both landowners and the Applicant. The drafting creates an exception where rights are extinguished, rather than providing for automatic extinguishment. In response, the ExA queried if the result is that paragraphs (1) to (3) conflict with (4). Ms Brodrick, on behalf of the Applicant, stated that the Applicant did not consider there to be a conflict. Where a new right is identified and it considers that the right needs to be extinguished, the relevant rights holder would be notified by letter and would be entitled to compensation. Accordingly, the Applicant considered that the articles referred to by the ExA remained relevant.
2.7 Article 39 - Planning permission, etc.	The ExA noted that Article 39(3) of the Draft DCO [REP6-005] was drafted to address the implications of the <i>Hillside</i> judgment and is intended to allow other developments with the benefit of planning permission to be lawfully carried out without being extinguished by the DCO, or give rise to enforcement action, or without preventing either form of development from proceeding. The ExA noted, however, that the Secretary of State for Energy Security and Net Zero had not found favour with such articles in any other solar DCO, and queried what compelling reasons existed for the retention of this article, notwithstanding that the Secretary of State for Transport may have found

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	favour with it in other contexts. The ExA therefore, wanted the Applicant to address what compelling reasons exist for its retention? Ms Brodrick on behalf of the Applicant explained that the potential conflict between existing planning permissions and the consent being granted under the DCO, particularly in relation to the cable route corridor, where developments can co-exist, remains a live issue in the absence of any further statutory guidance. The Applicant acknowledged that the rationale may not have been explained in sufficient detail in those previous decisions and confirmed that the Explanatory Memorandum [REP5-014] for this Scheme had been substantially expanded to address that. The Applicant noted by way of example the live planning permission for a slurry lagoon and the potential cable route interaction with the BESS Energy Project, as well as other landowners who have indicated an intention to develop along the cable route corridor. The ExA noted the specific example of the slurry lagoon planning permission, a live planning permission to be put in place by 2028, and queried whether, without Article 39, that permission could in effect be extinguished. Ms Brodrick confirmed there was a potential risk of that nature and that the drafting was intended to make the position absolutely clear that the DCO was not seeking to remove or extinguish planning permissions already granted for other types of development. Noting that they believed permissions could coexist. The ExA noted this was in effect the reverse of <i>Hillside</i> the Applicant was trying to cover. Ms Brodrick in response confirmed Article 39 sought to protect others rather than the Scheme itself and noted there was also a costs incentive for the Applicant given that loss of development value is a

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	head of claim for compensation payable to landowners. If there was a suggestion from landowners that they couldn't carry out planning permission for a legal reason, the Article would give clarity this was not the case.
2.8 Articles 40 and 41 – Felling and Lopping of Trees and Removal of Hedgerows and Trees Subject to Tree Preservation Order Clarification on some outstanding matters relating to the powers and controls in these articles and the associated Schedule 12	The ExA raised the point made in Wiltshire Council's relevant representation highlighted that the stipulation restricting hedgerow removal within the Bath and Bradford-on-Avon Bats Special Area of Conservation (SAC) consultation zone be restricted to 10 metres had not been transposed into the relevant rows of Schedule 12. The ExA queried with the Applicant on behalf of the Council to show the ExA where it has dealt with this? Ms Brodrick on behalf of the Applicant confirmed that, through ongoing discussions with Wiltshire Council in relation to both hedgerows and trees, a number of requests had been made to update the management plans to ensure these points were addressed. The Applicant's position was that the existing amendments, together with further amendments to be made for the Deadline 7 version, had been largely agreed and therefore addressed the Council's concerns. The Applicant's position was that this matter was to be dealt with solely within the management plans rather than through an amendment to Article 40 itself. Ms Brodrick went on further to explain it was the Applicant's understanding some amendments were to be made to the drafting of the Article to make clear that powers are subject to the management plans, but any specific points such as the width, were to be dealt with solely in the management plans rather than the DCO. Mr Threlfall on behalf of the Applicant noted email correspondence between the Applicant and Wiltshire Council. In response to a concern regarding contradiction of Article 40 and 41, the parties have agreed wording will be added to the Articles so they will work in accordance with the relevant management plans and Schedule 2 of the draft DCO.

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	Post Hearing Note: <i>The Applicant has included Article 40(6) and Article 41(5) within the Draft DCO submitted at Deadline 7 which specify the management plans with which the powers conferred by those articles must accord in response to comments made by Wiltshire Council.</i> Wiltshire Council noted they were also to discuss with the Applicant regarding TPO7 in Schedule 12 Part 3 and clarify National Highways request regarding N/TPO7. Ms Russell on behalf of National Highways noted they were no longer pursuing this on the basis protective provisions have been agreed meaning any details of hedgerows, trees etc. along with details of replacements are to be agreed with National Highways. Mr Threlfall offered further clarity on behalf of the Applicant regarding the relevant tree's location is adjacent to the M4 motorway and that, as part of discussions regarding HDD works and drill alignments, it had been agreed that the entry or exit pit associated with the HDD would be located outside any parameter affecting that tree. Accordingly, by drilling underneath there would be no need to fell through the operation phase of the scheme. The ExA responded querying if that commitment would be captured in one of the plans. The Applicant stated they would check that point. The ExA confirmed they wanted responses from both parties at Deadline 7 if this was needed to be included in Schedule 12 or if the commitment should be captured elsewhere. Ms Tate noted that in line with TPO8 being included, as TPO7 is also affected, this should also be included.

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	The ExA left the position with the Applicant to address after the hearing. Post Hearing Note: <i>The Applicant confirms that Schedule 12 of the Draft Development Consent Order and the TPO and Hedgerow Plan submitted at Deadline 7 have been updated to include TPO7.</i> The ExA noted the discussion at ISH7 regarding notification timeframes for works to trees and the position that conversations between Ms Tate and Mr Threlfall had been ongoing in the intervening period. The ExA noted that the Outline Operational Environmental Management Plan (OEMP) [REP6-031] included an additional commitment to provide a five-day notification period for trees within conservation areas, and queried the Applicant's reluctance to incorporate that commitment into the drafting of Article 41 itself. Ms Tate noted that the parties had agreed the five-day notification procedure for top category trees and that Wiltshire Council no longer considered it necessary for this to be included in Article 41. It was further noted that Article 41 would be amended accordingly to align with the provisions of the management plans. Ms Brodrick in response confirmed that the draft DCO will make specific reference to the management plans so Wiltshire Council have a direct link between the management plans and the powers of the articles.
2.9 Schedule 2, Requirement 2 – Consideration of whether the construction phasing	The ExA sought clarification from Wiltshire Council to explain why it considered it necessary to have the ability to approve the construction phasing plan, and the Applicant to explain its reluctance to agree to such a provision.

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plan should require approval from the local planning authority	In response to comments made by Wiltshire Council, Ms Brodrick on behalf of the Applicant noted there are a number of DCOs which include an approval element. DCOs under the Applicant's parent company Island Green Power (including Cottam and West Burton) made orders that do not include approval mechanisms and also noted the draft DCO for Green Hill currently awaiting determination also does not. The Applicant explained it was trying to maintain a consistent approach across its projects. Ms Brodrick explained that the construction programme would be developed taking into account a wide range of factors, including competing environmental constraints and project demands. She noted that notification of the programme had been included to provide visibility of the works proposed and the anticipated timing of those works. In relation to Wiltshire Council's request for approval of the construction phasing plan, the Applicant did not consider there to be a planning justification for such a requirement. The Applicant noted that the carrying out of the works would be governed by a number of other management plans which would be subject to Wiltshire Council's approval. However, in respect of construction sequencing and phasing, the Applicant's position was that it would notify Wiltshire Council but did not consider that the programme should be subject to approval. In response to Wiltshire Council and Stop Lime Down's point that the default position should be in favour of inclusion unless there is a reason not to do so, Ms Brodrick stated that, whilst the Applicant could not comment on why other developments had voluntarily agreed to adopt that approach, in each case the developers had agreed for the phasing requirements to be subject to approval rather than that requirement being imposed by the Secretary of State. The Applicant noted that it would check that point for certainty. The Applicant reiterated that it was seeking to ensure consistency of approach and stated that the Secretary of State had not considered it necessary to impose a consent requirement in the Cottam or West Burton developments.

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	Post Hearing Note: The Applicant has undertaken a review of the Secretary of State's decisions in relation to The Springwell Solar Farm Order 2026, The Helios Renewable Energy Project Order 2025, The Stonestreet Green Solar Order 2025, The Byers Gill Solar Order 2025, The Oaklands Farm Solar Park Order 2025, The Heckington Fen Solar Park Order 2025, The Sunnica Energy Farm Order 2024, The Mallard Pass Solar Farm Order 2024, The Longfield Solar Farm Order 2023, The Little Crow Solar Park Order 2022 and The Cleve Hill Solar Park Order 2020 (being those solar DCOs that included a phasing requirement) and notes that in none of these Orders did the Secretary of State insert a provision requiring approval by the relevant planning authority of the phasing scheme and therefore the promoters had voluntarily agreed to it.
Schedule 2, Requirement 3 - Consideration of insertion of National Highways as a consultee for any amendments to approved documents	The ExA raised a point made by National Highways that it should be consulted on any amended plans. The ExA further noted that the Applicant had addressed this point at Deadline 3, including the definition of relevant highway authority and that National Highways would be consulted on the discharge of Requirement 15, 16 and 20. The ExA requested clarification from the Applicant on where the definition sits in the draft DCO. Ms Brodrick on behalf of the Applicant explained it had been addressed through the mechanism in Schedule 16, paragraph 1(b), which requires re-consultation with all original consultees when a plan is amended under the original requirement. National Highways are already listed as a consultee under Requirement 15(3), meaning any amendment to the CTMP would require consultation with National Highways. The Applicant maintains its position that it doesn't consider it necessary to consult with National Highways on amendments to any document. The Applicant has agreed to consult with National Highways on documents that are relevant to them. Ms Brodrick noted this is a point of contention with National Highways across multiple DCOs with Island Green Power. In response to Ms Russell's comments on behalf of National Highways, Ms Brodrick emphasised that each project should be considered by reference to its specific interactions with the SRN. The

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	Applicant explained that, in this case, the issue related to a cable crossing beneath the M4 and that, under the protective provisions, all matters associated with that crossing would require National Highways' approval. The Applicant questioned the relevance to National Highways of changes to the cable elsewhere along its route or the solar PV sites where there was no interaction with the SRN. The Applicant further emphasised the administrative burden of including additional consultees in relation to matters occurring far from the SRN. It was noted that the Applicant would also be required to meet National Highways' costs under the statutory cost recovery mechanism. The Applicant explained that this would result in it bearing the costs incurred by National Highways in reviewing documents only for them to confirm that they had no relevance to the SRN. Accordingly, the Applicant did not consider such an approach to be necessary or appropriate.
Schedule 2, Requirement 4 - Community Liaison Group	The ExA noted that the issue of the Community Liaison Group (CLG) had arisen across several recent hearings. At ISH7, Stop Lime Down had indicated that revised wording was required and the matter was deferred to ISH9. Ms Brodrick on behalf of the Applicant in response to the ExA, Wiltshire Council and Stop Lime Down's comments, confirmed the Applicant was willing to amend Requirement 4 to include a reference to an outline terms of reference, with the final terms of reference required to be substantially in accordance with that outline. The Applicant had prepared an outline terms of reference which it would circulate to both Wiltshire Council and Stop Lime Down for comment following the hearing. The document could then be certified and referenced within the DCO, which would provide greater certainty regarding community involvement and the topics on which the community would be consulted. The Applicant also confirmed it had amended the Outline OEMP [REP6-031] (Table 12) to clarify that the CLG would be reconvened as a formal forum during any planned replacement of solar panels or BESS units. In light of the concerns raised by Wiltshire Council and Stop Lime Down

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	The Applicant confirmed that throughout the rest of the operational period a Community Liaison Manager would remain in place as a point of contact for the community. The Applicant maintained that twelve months post final commissioning was sufficient for the CLG itself to remain in operation as a full forum, noting concerns about the ongoing commitment required of participants including parish councils and other community groups. The Applicant remained of the view that this period was sufficient. Turning to the proposed trigger point for establishing the CLG, Ms Brodrick stated that the Applicant was giving further consideration to the issue and recognised the importance of ensuring that the group was established in sufficient time to inform the design of the scheme, construction activities and mitigation measures. She explained that careful consideration was being given to the drafting, particularly in light of suggestions that the CLG should be established before any other requirements could be discharged. The Applicant had some reservations, by way of example, Ms Brodrick explained that certain minor works, which fell outside the scope of permitted preliminary works, might reasonably need to proceed before the wider development commenced. The Applicant referred to the possibility of constructing a passing bay while a road was already closed for an unrelated reason, explaining that a Construction Traffic Management Plan could potentially be approved solely for those limited works. Therefore, a blanket prohibition on discharging any requirements before the CLG had been established could unintentionally prevent such practical and limited activities from proceeding. Nevertheless, Ms Brodrick confirmed that the Applicant accepted the underlying principle that the CLG should be established in good time and was seeking an appropriate drafting solution that would achieve that objective without creating unintended constraints on minor works. She acknowledged that, under the drafting as it currently stood, it was theoretically possible for all requirements to be discharged before the CLG was established. She reiterated that this was not the Applicant's intention

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	and stated that further consideration was being given to how the provision could be drafted to capture the intended outcome without inadvertently creating difficulties for other activities that might be required. In response to further comments regarding a 5 year period, Ms Brodrick expressed the Applicant's reservation to impede on individuals' lives for too long or create a sense of obligation that people had to invest seven years into the CLG. Not just the community generally, the Applicant noted this would include parish councillors, members of the local authority and other community groups. Ms Brodrick suggested that the Applicant would consider a review mechanism so after the one year if there are ongoing concerns then the term could be extended. Post Hearing Note: <i>Please see the Applicant's response to Action Point 5 in the List of Actions for the Applicant and Other Parties following Issue Specific Hearing 9 at Section 2 of this document.</i>
Schedule 13 – Arboricultural Impact Assessment	Ms Tate for Wiltshire Council noted for the Arboricultural Impact Assessment and Arboricultural Method Statement after conversations with the Applicant that it was substantially agreed these did not need to be included within Schedule 13.
Schedule 2, Requirement 20 – Decommissioning Further consideration of the lack of decommissioning bonds and the	The ExA summarised the background to this issue, noting the discussions at ISH4 regarding decommissioning bonds, the Applicant's position that decommissioning would be covered through landowner agreements including decommissioning securities. Ms Brodrick, on behalf of the Applicant, confirmed that the Applicant and Wiltshire Council were in advanced discussions regarding a section 106 agreement under the Town and Country Planning Act

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decommissioning terms more generally.	1990 (S106), covering monitoring costs during construction, operation and decommissioning. The agreement would also include a provision requiring the Applicant to provide Wiltshire Council with details of the decommissioning securities in place with landowners, including the nature of those securities, with whom they were held, and the Applicant's obligation to provide updated information as the securities were reviewed over time under the relevant landowner agreements. The Applicant further confirmed that it was prepared to include a provision dealing with notification in the event of a change in the provider or holder of any security. The Applicant's position was that these details should be provided through the S106, rather than as a Requirement in the DCO, in order to preserve their confidentiality, as including them as a Requirement would oblige Wiltshire Council to publish the documentation on its website. The ExA in response queried if the Applicant, whilst a S106 is publicly available if the information required to be provided under it would remain confidential. The Applicant confirmed that this was the position and understood that Wiltshire Council was satisfied with this mechanism. Ms Brodrick in response to the ExA's questions explained that the decommissioning obligations would be in the lease and therefore run with the land. A new landowner would take the benefit of those securities and become the beneficiary automatically upon becoming the freehold owner. The ExA followed up on this regarding financial institutions and if securities are held by them. They asked the Applicant if there is a possibility that the financial institution which holds the securities could change.

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	Ms Brodrick responded that this could not be ruled out at this stage and noted that the S106, in its current form, does not contain a specific provision addressing a change in the identity of the security holder (as considered for financial institutions), but confirmed that such a provision could be incorporated. Post Hearing Note: <i>The Applicant has agreed the form of the S106 Agreement with Wiltshire Council and is awaiting approval from the landowner. The S106 Agreement includes a requirement to keep Wiltshire Council informed of any changes to the decommissioning security amount or provider.</i> Noting subject to final agreement, Wiltshire Council confirmed that it would not be pursuing decommissioning bonds. Ms Brodrick noted for the S106 to have weight in the examination it would need to be signed by the end of examination. Ms Brodrick confirmed that the Applicant and Council were working towards an agreed form of Section 106 by Deadline 7 and that, based on discussions with the Council's in-house solicitor, the agreement could be signed before the end of the Examination. In response to Mr Kozelko's points, Ms Brodrick stated that the current wording used reflects the Helios DCO which provided information but no review mechanism. The Applicant noted the amount of the securities is regularly reviewed under the landowner agreements and so the Applicant is happy to add in provision to provide updated details to the Council. The Applicant noted that, in light of the combination of the decommissioning security and the information-sharing provision, it did not agree that Wiltshire Council should have the power to require an increase in the amount of security. The Applicant explained that the relevant provision was

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	intended solely to provide information to Wiltshire Council should it wish to take enforcement action in the event of the Applicant's insolvency. The ExA raised the wording of "intends" within Requirement 20(2) and (3), noting that the entire premise of the requirement was framed by reference to when the Applicant intends decommissioning to take place. The ExA queried whether a provision should be included to address scenarios involving an extended period of outage where the infrastructure is not fulfilling its purpose. In that instance the ExA put forward if there should be a provision that required decommissioning. The ExA referenced the Oaklands Farm DCO and the Pear Tree Solar Farm DCO as recent examples where provisions addressing extended outage of six and twenty-four months respectively, had been included and accepted by the Secretary of State. Ms Brodrick on behalf of the Applicant noted the Applicant was not involved in either of those schemes and would take the point away to review the drafting. The Applicant noted it already has a notification obligation under Requirement 20(7) where any part of the authorised development permanently ceases commercial use. Ms Brodrick explained that the rationale for the current wording was to provide sufficient flexibility, for example in the event of an outage caused by a major grid issue. Ms Brodrick noted that, in such circumstances, it would not necessarily seek to decommission the Scheme where repairs were likely. The Applicant also explained that there could be scenarios towards the end of the operational life of the Scheme where part of the Scheme ceased operation while other parts remained operational. In those circumstances, it might not be appropriate to fully decommission individual elements, such as access roads, only to remove and reconstruct them again later. Ms Brodrick suggested that, in such cases, it could be more appropriate to defer certain decommissioning works and undertake them as part of a single decommissioning exercise.

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	Ms Brodrick acknowledged the concern, however, that this provision is triggered by the Applicant's own determination of permanence, and confirmed the Applicant would consider whether it could add a further notification obligation to the Council, along with some form of review mechanism in cases of prolonged outage. The ExA reiterated the point raised in the ExQs regarding the absence of a backstop date for the completion of decommissioning works once decommissioning has commenced. The ExA noted currently the Applicant has to decommission after 60 years, but there was no backstop on how long that decommissioning takes to remove. The ExA referenced the Oaklands Farm DCO which included a two-year completion period following approval of the decommissioning plan for each part of the scheme. The ExA queried whether an equivalent provision should be included, with the ability to agree a different period in writing with the relevant planning authority. Ms Brodrick on behalf of the Applicant noted that Requirement 20(4) already requires the final decommissioning plan to include a timetable for implementation, and Requirement 20(6) requires the plan to be implemented as approved. The Applicant's position was that a backstop date on the face of the DCO was not necessary given this mechanism. The Applicant noted that it had assumed for the purpose of the environmental impact assessment decommissioning will take place over two years. If the Applicant were to submit a decommissioning plan that staggers that decommissioning over a longer period of time, they would have to confirm whether that would result in materially new or different effects as part of the discharge of the requirement. The Applicant did not think it was appropriate to fix a particular time period on the face of an order as the control mechanism operated through the requirement not to undertake works that would result in materially new or different environmental effects from those reported in the ES. The Applicant explained that there could be legitimate reasons for decommissioning to be carried out over a longer period, where this would result in a better environmental outcome. Under the current position the

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	Applicant must submit a timetable within the plan and in doing so, Requirement 20(6) requires the Applicant to carry it out within that timeframe. The ExA queried if a statement could be included. The Applicant offered to include a statement in the Outline Decommissioning Strategy [REP6-033] making clear that the Environmental Impact Assessment had assumed decommissioning would be completed over a two-year period, so that anyone reviewing the document in the future would have that information on the face of the document. In response to Wiltshire Council's queries, Ms Brodrick on behalf of the Applicant noted that Outline Decommissioning Strategy [REP6-033] already provides in paragraph 2.2 that decommissioning is expected to take between 12 and 24 months so regardless of when the document is looked at, at any point in time the intention will be understood. Paragraph 6.2.3 of that document dealt with quarterly monitoring reports to Wiltshire Council and a further report following completion of decommissioning, which the Applicant considered addressed the notification concern raised by Wiltshire Council. The Applicant's position was that there was no need to amend Requirement 20 itself in light of those provisions and that the monitoring costs would be covered by the S106. Wiltshire Council maintained its preference for the certification provision to appear in the requirement rather than solely in the decommissioning plan, so that it could be satisfied that decommissioning had been properly completed. Post Hearing Note: <i>The Applicant has included updated wording at paragraph 2.2.1 of the outline Decommissioning Strategy submitted at Deadline 7 to clarify that decommissioning is expected to take between 12 and 24 months (as assessed in the Environmental Statement) and any change to</i>

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	<i>this time period that would result in materially new or materially different environmental effects in comparison with those reported in the Environmental Statement would need to be identified when the detailed Decommissioning Strategy is prepared.</i>
Schedule 14, Paragraph 8 – Confidentiality in Arbitration	Ms Brodrick on behalf of the Applicant offered to add a clause to paragraph 8(3) of Schedule 14 to the effect that the provision does not permit disclosure where such disclosure is prohibited by any other enactment, to address the concern without broadening the confidentiality provision generally. Mr Kozelko indicated he was broadly content with that approach. Post Hearing Note: Paragraph 8(3) of Schedule 14 has been updated to ensure that the provision does not permit disclosure where such disclosure is prohibited by any other enactment.
Item 3 - Protective Provisions: National Gas Transmission (NGT)	In response to comments made by Mr Westmoreland-Smith, on behalf of NGT, Ms Brodrick on behalf of the Applicant clarified that references to Cottam, West Burton and Tillbridge in its Deadline 6 submissions were to interactions with Cadent Gas (a gas distribution operator, distinct from NGT as the national transmission operator) and were not intended to suggest that those schemes had involved NGT. She confirmed that the Applicant welcomed the indication from Mr Westmoreland Smith that there was scope for a productive meeting, noting that it had previously been the position of NGT's solicitors that NGT was unwilling to negotiate or consider any amendments to the wording of its standard protective provisions. Ms Brodrick noted that, as Mr Westmoreland-Smith had explained, the greatest potential for damage to a gas pipeline would arise during construction activities or when maintenance works were undertaken. The Applicant stated that it had already agreed to maintain £50 million of insurance cover during those activities, on the basis that they would occur over a defined period.

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	Ms Brodrick explained that £50 million of insurance cover would require a bespoke policy to be obtained from a specialist provider and that such cover was expensive. It was therefore considered appropriate and proportionate for the cover to be maintained for a defined period so that the necessary arrangements could be made. The Applicant further noted that it was not typical for insurance of that value to be maintained generally in respect of the project as a whole, as such cover would ordinarily relate to specific works undertaken over a specified duration. The ExA requested clarity on the period of construction and any maintenance, noting when the maintenance period is mentioned, is this that the replacement period. Ms Brodrick further explained it is intrusive activities that are approximate to the gas pipeline rather than “maintenance” activities more generally across the site. Ms Brodrick noted that it has been accepted that if there is a fault in one of the cables and repair is needed then insurance would go back in place when carrying out those repairs. This is accepted because the Applicant appreciates that during actual physical works there is more risk of damage occurring. The Applicant's concern was with the requirement to maintain £50 million insurance throughout the operational period in the absence of any specific works being carried out, which it considered excessive and atypical as a general project-wide insurance requirement. The Applicant had sought further information from NGT to justify the requirement but noted that Mr Westmoreland Smith's explanation noted at ISH9 of the potential costs of loss of supply to the power stations was the first time the Applicant had received that information. Further outstanding points identified by the Applicant which NGT had not mentioned, included: the question of whether the insurance policy could be taken out by the contractor (rather than the undertaker), as is common in other NSIP projects - and as had been agreed with other statutory undertakers on this scheme, with NGT's previously stated position being that it required the undertaker to hold the policy;

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	- the inclusion of specified timescales within which NGT must respond to approval requests, to provide the Applicant with the certainty required to meet its grid connection date; and - the scope of matters that could be referred to arbitration. Ms Brodrick noted that NGT had previously indicated it was unwilling to negotiate on each of those points. The ExA queried if NGTs position was that they remained uncomfortable with a contractor holding insurance, which Ms Brodrick confirmed. Ms Brodrick added that the Applicant had sought to design the Scheme so as to minimise interaction with NGT's assets wherever possible. On that basis, the Applicant considered that the enhanced level of insurance cover was only necessary where it identified a need for such cover, for example when physical works were being undertaken in proximity to NGT's infrastructure. The Applicant notes that Mr Westmoreland Smith confirmed, regarding these points, that: - NGT do not, in principle, object to a contractor taking out insurance but want the promoter to be responsible for procuring (which could include through its contractor); - NGT's standard form protective provisions do not currently specify a fixed period for the approval of work plans. However, he confirmed that it was prepared to agree an appropriate time period with the Applicant. NGT noted they would consider 56 days, and a carve out for emergencies for example if dealing with a gas leak. He added that NGT would want flexibility for exceptional circumstances. Ms Brodrick noted it may be useful for NGT to bring someone from their engineering team to understand the implications from an insurance perspective on cathodic protection. She added that the

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	Applicant will need to ensure that insurance is available on the marketplace and evidence this is available. This explanation on cathodic protection will feed into how the Applicant describes the type of insurance to the insurance broker. Post Hearing Note: <i>The Applicant had a meeting with National Gas on 25 September 2026 and there have been subsequent emails to try to reach agreement on a number of outstanding points. Negotiations are ongoing.</i>
Item 3 – Protective Provisions: Other Statutory Undertakers	The ExA requested an update on negotiations with Statutory Undertakers not yet mentioned in the hearing. Ms Brodrick, on behalf of the Applicant, confirmed that the Applicant remains confident it will be able to reach agreements. With regard to National Grid Electricity Transmission Plc (NGET), Ms Brodrick confirmed that the Applicant had received comments on draft protective provisions from NGET and was in the process of reviewing these. The ExA queried if there were points of contention. Ms Brodrick confirmed that the parties were trying to ensure alignment across the suite of projects to ensure consistency but noted that there were no obvious points of contention.

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	In relation to National Grid Electricity Distribution Plc (NGED) Ms Brodrick noted that NGED withdrew its objection at Deadline 6 (see Withdrawal of Objection [REP6-076]) so agreements have been reached. Regarding Network Rail, Ms Brodrick confirmed parties are currently discussing a Framework Agreement to deal with negotiations in relation to property agreements and the Applicant provided comments and awaits response from Network Rail. Ms Brodrick confirmed regarding Exolum Pipeline System, protective provisions are almost agreed and the only outstanding point relates to indemnity. The Applicant noted that the protective provisions with Wiltshire Council, in its capacity as the local highway authority, had been agreed and that the agreed drafting would be submitted at Deadline 7. The Applicant further noted that the protective provisions with the Environment Agency had also been agreed and understood that this had been confirmed in the Statement of Common Ground submitted at Deadline 6. The Applicant therefore confirmed that there were no outstanding issues in relation to either set of protective provisions. On National Highways, Ms Brodrick noted that there had been some discussion earlier in the hearing and stated that the Applicant's understanding was that the protective provisions had been agreed. The Applicant explained that there remained a small number of comments on the side agreement and that an action had been taken to confirm whether those points had now been resolved. The Applicant expressed confidence that the protective provisions would be included in the final version of the DCO submitted at Deadline 7. Ms Russell on behalf of National Highways confirmed this position.

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	The ExA queried on protective provisions with the Flood Authority were agreed, which the Applicant confirmed that was their understanding.
Item 4 – Mitigation Route Map	The ExA recalled the deferral of this matter from ISH7, at which Mr Singh of Wiltshire Council had been left with an action to review the Mitigation Route Map [REP5-102]. Ms Jones confirmed a meeting had taken place that day but that no definitive update was available and further comments would follow at Deadline 7. Ms Brodrick, on behalf of the Applicant, explained that the feedback received suggested that Mr Singh had not yet had an opportunity to review the Mitigation Route Map [REP5-102]. She noted that it may be helpful for Wiltshire Council to ask Mr Singh to do so. Ms Brodrick explained that the Applicant had undertaken to revise the mitigation route map so that it cross-referenced the relevant provisions within the management plans more specifically, rather than referring to those plans in general terms, to assist users in navigating the documentation. She acknowledged that Mr Singh had not yet had access to the updated version. The Applicant confirmed that it would continue to refine the mitigation route map with the intention of making it a more user-friendly document and expressed the view that this would likely address Mr Singh's concerns. The ExA identified a series of omissions in the Mitigation Route Map [REP5-102] which were confirmed and accepted by Mr Barrett for the Applicant. The ExA requested a tracked change version of the final route map with an explanatory note at Deadline 7. Mr Barrett confirmed this would be provided.

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	Post Hearing Note: <i>The Applicant has submitted an updated Mitigation Routemap at Deadline 7. This includes a summary of the amendments.</i>
Item 5 – Any Other Matters	The ExA queried the Applicant on the Consents and Agreements Position Statement [APP-272] if further amendments were to be made. Ms Brodrick noted it was under review but to the Applicant's knowledge no updates were to be made at that point. Ms Jones, on behalf of Wiltshire Council, confirmed that the Council was likely to seek amendments to the wording of Requirement 12, particularly in relation to the DAMS and the level of detail required, and noted that discussions with Historic England were ongoing. Ms Brodrick, on behalf of the Applicant, acknowledged that the drafting had not yet been agreed and noted that there was potential for alternative versions of the drafting to be put forward. She confirmed that any such differences would be clearly identified and that the Statement of Common Ground would also set out the parties' respective positions.

2 List of Actions for the Applicant and Other Parties following Issue Specific Hearing 9

Number	Responsible party	Action	Submission deadline	Applicant's response / commentary
1.	Applicant / Wiltshire Council	Both the Applicant and the Council to confirm if article 9(3) is still required if protective provisions have been agreed. The Council to also advise if the agreed protective provisions now supersede the Council's request for Article 9 to be reworded as per its request in Wiltshire Council's Post Hearing Submissions [REP4-092] .	Deadline 7	Following discussions with Wiltshire Council, the Applicant has updated Article 9(3) to make reference to the expert determination process in Part 11 of Schedule 15 (the protective provisions for the benefit of the Local Highway Authority) as the appropriate dispute resolution mechanism with regard to the permit scheme. This approach has been agreed with Wiltshire Council.
2.	Wiltshire Council	To confirm if they have any outstanding issues with article 16.	Deadline 7	The Applicant is not aware of any outstanding issues.
3.	Applicant	Provide further clarification and justification within the explanatory memorandum, why the Applicant is seeking to retain article 18. In the updated explanatory memorandum, the applicant is required to also explain Section 239 of the 1990 'Use and development of burial grounds Act' and	Deadline 7	The Applicant has included updated wording at paragraphs 4.4.2 – 4.4.5 of the Explanatory Memorandum submitted at Deadline 7 to respond to the queries raised by the ExA and Action Point 3.

Number	Responsible party	Action	Submission deadline	Applicant's response / commentary
		why it is relevant here, and also the purpose of disapplying The Town and Country Planning (Churches, Places of Religious Worship and Burial Ground) Regulations 1950 in article 18.		
4.	Applicant / Wiltshire Council	Confirm if any revised drafting is required to article 41 or schedule 12 in relation to TPO7 and/or TPO8.	Deadline 7	The Applicant has updated Articles 40 and 41 to clarify that the powers must be exercised in accordance with the relevant management plans. The Applicant confirms that Schedule 12 of the Draft Development Consent Order and the TPO and Hedgerow Plan submitted at Deadline 7 have been updated to include TPO7.
5.	Applicant	Consider inclusion of an outline terms of reference for the community liaison group (CLG) as an approved document in Schedule 13. Also amend drafting of requirement 4 to make reference to an outline terms of reference so that the final terms of reference would need to be substantially in accordance with that. In addition, amended drafting is		The Applicant has submitted an outline terms of reference at Deadline 7. Requirement 4 has been updated to provide that the terms of reference must be substantially in accordance with this. The outline terms of reference has also been included as a certified document in Schedule 13.

Number	Responsible party	Action	Submission deadline	Applicant's response / commentary
		required to requirement 4 so that the CLG's creation comes well in advance of the commencement of the development and could exist for at least five years after the completion of construction and commissioning of the development (subject to a review mechanism included in the terms of reference at the end of one year).		The outline terms of reference have been drafted with input from Wiltshire Council and Stop Lime Down and currently includes a provision that, prior to the first anniversary of the date of final commissioning of the Scheme, the CLG can discuss and agree whether it is appropriate and proportionate for the CLG to continue in operation in order to facilitate positive and constructive relationships with local communities and stakeholders for a further period of 12 months from the first anniversary of the date of final commissioning of the Scheme.
6.	Applicant	Include additional wording within the S106 agreement to ensure that the local authority is informed of any changes to the financial organisation(s) providing the decommissioning securities.	Deadline 7	The Applicant has agreed the form of the S106 Agreement with Wiltshire Council and is awaiting approval from the landowner. The S106 Agreement includes a requirement to keep Wiltshire Council informed of any changes to

Number	Responsible party	Action	Submission deadline	Applicant's response / commentary
				the decommissioning security amount or provider.
7.	Applicant	Review requirement 20 and include provisions covering decommissioning measures for periods of extended outage having regard to examples in the Oaklands Farm Solar Park DCO and Peartree Hill Solar Farm DCO. Consider additional measures for a decommissioning completion backstop date (e.g. 24 months for the actual decommissioning to conclude after decommissioning activity has started), and additional decommissioning certification measures requested by Wiltshire Council.	Deadline 7	The Applicant has included updated wording at paragraph 2.2.1 of the outline Decommissioning Strategy submitted at Deadline 7 to clarify that decommissioning is expected to take between 12 and 24 months (as assessed in the Environmental Statement) and any change to this time period that would result in materially new or materially different environmental effects in comparison with those reported in the Environmental Statement would need to be identified when the detailed Decommissioning Strategy is prepared.
8.	National Gas Transmission PLC	In the event that protective provisions are not agreed by deadline 7, National Gas Transmission PLC is to provide its preferred drafting of the protective provisions, explaining the implications	Deadline 7	Discussions with National Gas are ongoing. The Applicant will provide its position on any outstanding matters in its Closing Statement.

Number	Responsible party	Action	Submission deadline	Applicant's response / commentary
		for National Gas Transmission PLC if this drafting is not accepted.		
9.	Applicant / National Gas Transmission PLC	To meet with National Gas Transmission PLC, prior to D7 to narrow the issues and agree, if possible, the protective provisions.	As soon as possible at the end of the CAH2 hearing and before D7	The Applicant had a meeting with National Gas on 25 September 2026 and there have been subsequent emails to try to reach agreement on a number of outstanding points. Negotiations are ongoing.
10.	Wiltshire Council	Provide suggested revisions to the mitigation routemap to the applicant, which the Council would like to see included.	Before Deadline 7	The Applicant received comments from Wiltshire Council in advance of Deadline 7 and has considered these comments when preparing the updated Mitigation Routemap.
11.	Applicant	Provide a tracked version of the mitigation routemap, with an explanatory note to explain the amendments.	Deadline 7	The Applicant has submitted an updated Mitigation Routemap at Deadline 7. This includes a summary of the amendments.