



The Planning Inspectorate  
Yr Arolygiaeth Gynllunio

The Planning Act 2008

**Longfield Solar Farm**

Examining Authority's Report  
of Findings and Conclusions

and

Recommendation to the Secretary of State for  
Energy Security and Net Zero

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Examining Authority

**Rory Cridland LLB (Hons), Pg Dip, Solicitor**

**18 April 2023**

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# OVERVIEW

## File Ref: EN010118

The application, dated 28 February 2022, was made under section 37 of the Planning Act 2008 and was received in full by The Planning Inspectorate on that date.

The applicant is Longfield Solar Energy Farm Limited.

The application was accepted for examination on 28 March 2022.

The examination of the application began on 18 July 2022 and was completed on 18 January 2023.

The development proposed comprises the construction, operation, maintenance and decommissioning of a solar photovoltaic electricity generating facility and Battery Storage Energy System (BESS) with a total capacity exceeding 50MW and associated infrastructure. The proposal includes an export connection to the National Grid and includes upgrades, modification and an extension to an existing substation.

The proposed Order Limits have an area of approximately 453 hectares, of which around 156ha are classified as Best and Most Versatile (BMV) agricultural land (ALC grades 2 and 3a).

Summary of Recommendation: The Examining Authority recommends that the Secretary of State should make the Order in the form attached.

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## ERRATA SHEET – Longfield Solar Farm Project - File Ref: EN010118

### Examining authority's Report of Findings and Conclusions and Recommendation to the Secretary of State for the Department of Energy Security & Net Zero dated 18 April 2023

#### Corrections agreed by the Examining Authority prior to a decision being made

ePage No.	Paragraph	Error	Correction
27	3.3.12	Report states that "nor should they be considered as being important or relevant for to the determination of this application"	Report states that "nor should they be considered as being important or relevant <u>to</u> the determination of this application"
50	4.3.18	Report mislabels these sub-paragraphs as (iv), (v), (vi)	Should be labelled as (i), (ii), (iii)
53	4.6.13	Report states that "As such, which I have had regard to the updated dNPS"	Should read "As such, <u>whilst</u> I have had regard to the updated dNPS"
73	5.3.22 and 5.3.23	Report mislabels these paragraphs as 5.3.1 and 5.3.2	Should be labelled as 5.3.22 and 5.3.23
180	9.4.13	Report states that "the amended Art 6(4) is a necessary addition and accordingly, I recommend its retention."	Should read " <u>Art 37(1)</u> is a necessary addition and accordingly, I recommend its retention" as this section is about Art 37(1). Also removed "the amended" as this Article hasn't been updated in Examination.

# 1. INTRODUCTION

## 1.1. INTRODUCTION TO THE EXAMINATION

- 1.1.1. An application (“the application”) for the construction, operation, maintenance and decommissioning of a solar photovoltaic electricity generating facility and battery energy storage system with a total capacity exceeding 50 megawatts (MW) and associated infrastructure was submitted by Longfield Solar Energy Farm Limited (the Applicant) to the Planning Inspectorate on 28 February 2022 under section 37 of the Planning Act 2008 (PA2008) [[APP-003](#)].
- 1.1.2. The Proposed Development would be located on approximately 453 hectares (ha) of land to the south of Fuller Street, northeast of Chelmsford, north of Boreham and Hatfield Peverel and west of Gamble’s Green and Terling (the Proposed Development).
- 1.1.3. The application was accepted for Examination by the Planning Inspectorate on behalf of the SoS under s55 of the PA2008 on 28 March 2022 [[PD-001](#)]. The legislative tests for whether the Proposed Development is a Nationally Significant Infrastructure Project (NSIP) were considered in the decision to accept the application for Examination in accordance with s55 of the PA2008 [[PD-001](#)].
- 1.1.4. Schedule 1 of the draft Development Consent Order (dDCO) [[REP8-009](#)] sets out the formal description of the various elements of the Proposed Development. These are summarised in paragraph 1.1.5 below and their locations are shown on the Works Plans [[REP3-003](#) and [REP3-004](#)]. Further detail can be found in ES Chapter 2 (The Scheme) [[REP1b-011](#)].
- 1.1.5. In summary, the Proposed Development comprises the construction, operation and decommissioning of:
- **Work No. 1** - a ground mounted solar photovoltaic generating station with a gross electrical output of over 50MW including solar panels fitted to mounting structures and Balance of Solar System (BoSS) plant together with associated development within the meaning of section 115(2) of the PA2008;
  - **Work No. 2** – an energy storage facility comprising a battery storage system compound including a battery energy storage system unit, transformers and associated bounding, inverters, switch gear, power conversion systems, monitoring and control systems, heating, ventilation and air conditioning systems, electrical cables, fire safety infrastructure, enclosures, containers and related ancillary equipment;
  - **Work No. 3** – construction of a substation, switch room buildings and ancillary equipment, control buildings, storage and welfare facilities, monitoring and control systems, 400kV harmonic filter compound and electrical cables;



- **Work No. 4** – works to lay high voltage electrical cables, access and temporary construction laydown areas for the electrical cables including access tracks, ramps, footpaths, roads, drainage infrastructure and associated signage;
- **Work No. 5** – an extension to the existing Bulls Lodge Substation including buildings, ancillary plant rooms, amenities block, storage and workshop units, access roadways and footways, earthworks, parking and other associated development;
- **Work No. 6** – electrical cables (including cables connecting to Work Nos. 1 and 3), fencing, gates, boundary treatments and other means of enclosure, security apparatus, landscaping, biodiversity mitigation and enhancement measures, improvement of existing tracks and other means of access, earthworks, drainage (including sustainable drainage systems (SuDS)) and irrigation infrastructure, temporary construction compounds and works to divert and underground existing overhead lines;
- **Work No. 7** - temporary construction and decommissioning laydown areas;
- **Work No. 8** – office warehouse and plant storage building;
- **Work No. 9** – works to facilitate Work Nos. 1 to 8 and 10 including creation of access from the public highway, the creation of visibility splays and works to widen and surface the public highway;
- **Work No. 10** – areas of habitat management including landscape and biodiversity enhancement measures, habitat creation and management, provision of permissive paths, signage and information boards; and
- **Further associated development** as may be necessary or expedient for the purposes of or in connection with the Proposed Development.

1.1.6. The location of the Proposed Development is shown on the Location Plan [[APP-010](#)] and in the Land Plans (Revision 2) [[REP2-003](#)]. The Order Limits lie within the administrative districts of Braintree District Council (BDC), Chelmsford City Council (CCC) and Essex County Council (ECC) (hereinafter referred to collectively as “the Host Authorities”) and is wholly in England.

1.1.7. It was accepted that the Proposed Development is an NSIP as it comprises an onshore electricity generating station with a capacity of more than 50MW and falls within s15(2) of the PA2008, and so requires development consent in accordance with s31 of the that Act. I am similarly satisfied that the Proposed Development meets the definition of an NSIP set out in s14(1)(a) and s15(2) of the PA2008.

## **1.2. APPOINTMENT OF THE EXAMINING AUTHORITY**

1.2.1. On 9 May 2022, I, Rory James Cridland, was appointed as the Examining Authority (ExA) for the application under s61, s78 and s79 of PA2008 [[PD-003](#)].

## **1.3. THE PERSONS INVOLVED IN THE EXAMINATION**

1.3.1. The persons involved in the Examination were:

- a. Persons who were entitled to be Interested Parties (IPs) because they had made a Relevant Representation (RR) or were a Statutory Party who requested to become an IP;
- b. Affected Persons (APs) who were affected by a compulsory acquisition (CA) and/ or temporary possession (TP) proposal made as part of the application and objected to it at any stage in the Examination;
- c. Other Persons, who were invited to participate in the Examination because they were either affected by it in some other relevant way or because they had particular expertise or evidence that I considered was necessary to inform the Examination.

## **1.4. THE EXAMINATION AND PROCEDURAL DECISIONS**

1.4.1. The Examination began on 18 July 2022 and concluded on 18 January 2023.

1.4.2. The principal components of, and events surrounding, the Examination are summarised below.

### **The Preliminary Meeting**

1.4.3. On 20 June 2022, I wrote to all IPs, Statutory Parties and Other Persons under Rule 6 of the Infrastructure Planning (Examination Procedure) Rules 2010 (EPR) (The Rule 6 Letter) inviting them to the Preliminary Meeting (PM) [[PD-004](#)], outlining:

- the purpose, arrangements and agenda for the PM;
- an Initial Assessment of the Principal Issues;
- the draft Examination Timetable;
- the availability of RRs and application documents; and
- my procedural decisions.

1.4.4. The PM was held virtually and took place on 18 July 2022. A recording of the meeting [[EV-001](#)] was published on the Planning Inspectorate's National Infrastructure website<sup>1</sup>.

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<sup>1</sup> <https://infrastructure.planninginspectorate.gov.uk/projects/eastern/longfield-solar-farm/>

- 1.4.5. My procedural decisions and the Examination Timetable took full account of matters raised at the PM. They were provided in the Rule 8 Letter [[PD-006](#)], dated 26 July 2022.

## **Key Procedural Decisions**

- 1.4.6. All of the procedural decisions set out in the Rule 8 Letter related to matters that were confined to the procedure of the Examination and did not bear on my consideration of the planning merits of the Proposed Development. Furthermore, they were generally complied with by the Applicant and relevant IPs. The decisions can be obtained from the Rule 8 Letter [[PD-006](#)].

## **Site Inspections**

- 1.4.7. Site Inspections are held in PA2008 examinations to ensure that the ExA has an adequate understanding of the Proposed Development within its site and surroundings and its physical and spatial effects.
- 1.4.8. Where the matters for inspection can be viewed from the public domain and there are no other considerations such as personal safety or the need for the identification of relevant features or processes, an Unaccompanied Site Inspection (USI) is held. Where an inspection requires consent to access private land but can otherwise be viewed unaccompanied, an Access Required Inspection (ARI) is held. Where an inspection is made on land requiring consent to access, where there are safety or other technical considerations and/ or there are requests made to accompany an inspection, an Accompanied Site Inspection (ASI) is held.
- 1.4.9. I carried out USIs on the 5 December 2022, 6 December 2022 and 7 December 2022 to familiarise myself with the surrounding area and to support the Examination. Most of the locations were publicly accessible but two locations were visited as ARIs. A note providing a procedural record of the USIs and ARIs can be found in the Examination Library [[EV-021](#)].
- 1.4.10. I also carried out an ASI on 6 December 2022, where I was accompanied by representatives of the Applicant and a number of IPs who had expressed a wish to attend, in order to familiarise myself with the Site and its surroundings and to look at the physical features that can be seen on, or from it. The itinerary for the ASI can be found in the Examination Library [[EV-020](#)].
- 1.4.11. I have had regard to the information and impressions obtained during the USI, ARI and ASI in all relevant sections of this Report.

## **Hearing Processes**

- 1.4.12. Hearings are held in PA2008 examinations in two main circumstances:
- To respond to specific requests from persons who have a right to be heard - in summary terms:

- where persons affected by CA and/ or TP proposals (APs) object and request to be heard at a Compulsory Acquisition Hearing (CAH); and/ or
  - where IPs request to be heard at an Open Floor Hearing (OFH).
- To address matters where the ExA considers that a hearing is necessary to inquire orally into matters under examination, typically because they are complex, there is an element of contention or disagreement, or the application of relevant law or policy is not clear. In such circumstances an Issue Specific Hearing (ISH) is held.
- 1.4.13. I held a number of hearings to ensure the thorough examination of the issues raised by the application. These were held virtually using the Microsoft Teams platform.
- 1.4.14. The following ISHs were held:
- ISH1, dDCO, 27 September 2022 [[EV-006](#) and [EV-007](#)]
  - ISH2, Environmental Matters, 29 September 2022 [[EV-012](#), [EV-013](#) and [EV-014](#)]
- 1.4.15. A CAH was held under s92 of PA2008 on 28 September 2022 [[EV-010](#)] where all APs were provided with an opportunity to be heard. I also used these hearings to examine the Applicant's case for CA and TP more generally.
- 1.4.16. An OFH was held under s93 of PA2008 on 30 September 2022 [[EV-018](#)]. All IPs were provided with an opportunity to be heard on any important and relevant matter that they wished to raise.

## **Written Processes**

- 1.4.17. Examination under PA2008 is primarily a written process, in which the ExA has regard to written material forming the application and arising from the Examination. All of this material is recorded in the Examination Library (Appendix A) and published online.
- 1.4.18. Individual document references to the Examination Library in this report are enclosed in square brackets [] and hyperlinked to the original document held online. For this reason, this Report does not contain extensive summaries of all documents and representations, although full regard has been had to them in my conclusions. I have considered all important and relevant matters arising from them.
- 1.4.19. Key written sources are set out further below.

## **Relevant Representations**

- 1.4.20. One hundred and four (104) RRs were received by the Planning Inspectorate [[RR-001 to RR-104](#)]. All makers of RRs received the Rule 6 Letter and were provided with an opportunity to become involved in the Examination as IPs.

1.4.21. All RRs have been fully considered. The issues that they raise are considered in Chapters 4 – 9 of this Report.

### **Written Representations and Other Examination Documents**

1.4.22. The Applicant, IPs and Other Persons were provided with opportunities to:

- make written representations (WRs) (Deadline 1b);
- comment on WRs made by the Applicant and other IPs (Deadline 2);
- summarise their oral submissions at hearings in writing (Deadline 3); and
- make other written submissions requested or accepted during the Examination.

1.4.23. I have fully considered all WRs and other Examination documents. The issues that they raise are considered in Chapters 4 – 9 of this Report.

### **Local Impact Reports**

1.4.24. A Local Impact Report (LIR) is a report made by a relevant local authority giving details of the likely impact of the Proposed Development on the authority's area (or any part of that area) that has been invited by, and submitted to, the ExA under s60 of the PA2008.

1.4.25. Three (3) LIRs were received from the following relevant local authorities:

- BDC [[REP1b-059](#)]
- CCC [[REP1b-063](#)]
- ECC [[REP1b-067](#)]

1.4.26. I have taken all of the above listed LIRs into account in all relevant sections of this Report.

### **Statements of Common Ground**

1.4.27. A Statement of Common Ground (SoCG) is a statement agreed between the Applicant and one or more IPs, recording matters that are agreed between them.

1.4.28. By the end of the Examination, the following bodies had concluded SoCGs with the Applicant:

- The Host Authorities [[REP8-005](#)];
- National Grid Electricity Transmission Plc (NGET) [[REP7-021](#)];
- National Grid Electricity Services Operator [[REP7-020](#)];
- The Environment Agency (EA) [[REP5-011](#)];
- Natural England (NE) [[REP4-028](#)];
- East of England Ambulance Service Trust (EEAST) [[REP6-015](#)];
- Historic England (HE) [[REP4-016](#)];
- National Highways (NH) [[REP8-003](#)];
- Network Rail (NR) [[REP7-022](#)]; and
- Essex County Fire and Rescue Service (ECFRS) [[REP3-022](#)];

1.4.29. The SoCGs have been taken fully into account in all relevant Chapters of this Report.

### **Written Questions**

1.4.30. I asked three (3) rounds of written questions:

- The first round of written questions (ExQ1) [[PD-007](#)] was issued with the Rule 8 letter [[PD-006](#)], dated 26 July 2022.
- The second round of written questions (ExQ2) [[PD-009](#)] was issued on 18 October 2022.
- The third round of written questions (ExQ3) [[PD-012](#)] was issued on 1 December 2022.

1.4.31. The following requests for further information and comments under Rule 17 of the EPR were issued on:

- 18 November 2022 [[PD-011](#)], where I sought responses from IPs to a number of unanswered questions included in ExQ2 along with clarification from the Applicant and UK Health Security Agency (UKHSA) on correspondence referred to by the Applicant in its Deadline 4 submissions.
- 3 January 2023 [[PD-013](#)], where I requested comments from the Applicant on proposed amendments to the dDCO received from the Host Authorities at Deadline 6.
- 9 January 2023 [[PD-014](#)], where I requested clarification on how the cable trench width parameter had been taken into account in the ES; and
- 13 January 2023 [[PD-015](#)], where I sought clarification from the Host Authorities on a number of outstanding matters in respect of the dDCO and invited all IPs to comment on changes to the dDCO proposed by the Applicant at Deadline 7.

1.4.32. All responses to my written questions and Rule 17 requests have been fully considered and taken into account in all relevant Chapters of this Report.

### **Requests to Join and Leave the Examination**

1.4.33. A representation was received from the EEAST following the close of RRs. I took the procedural decision to provide them with the same opportunities to make representations as other IPs.

1.4.34. A written representation was received from Mr G Clayton at Deadline 1b [[AS-002](#)]. This raised similar concerns to those made by a number of IPs in their RRs. Although Mr Clayton was not an IP, I made the procedural decision to accept this submission into the Examination. The Applicant and other IPs were provided with an opportunity to comment at Deadline 2.

1.4.35. During the Examination, the Essex Area Ramblers wrote to inform me that they wished to withdraw their objection but stated that they remained supportive of a number of comments made by other IPs in relation to visual impact [[REP3-060](#)].

- 1.4.36. No other persons wrote to formally record the withdrawal of their representations.

## **1.5. ENVIRONMENTAL IMPACT ASSESSMENT**

- 1.5.1. The Proposed Development is development for which an Environmental Impact Assessment (EIA) is required (EIA development).
- 1.5.2. On 30 October 2020, the Applicant submitted a Scoping Report to the Secretary of State (SoS) under Regulation 10 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017 (SI 2017/572) (as amended) (the EIA Regulations) in order to request an opinion about the scope of the Environmental Statement (ES) to be prepared (a Scoping Opinion) [[APP-020](#)]. The Applicant also notified the SoS under Regulation 8(1)(b) of the EIA Regulations that it proposed to provide an ES in respect of the Proposed Development.
- 1.5.3. On 16 December 2020, the Planning Inspectorate provided a Scoping Opinion [[APP-020](#)]. Therefore, in accordance with Regulation 4(2)(a) of the EIA Regulations, the Proposed Development was determined to be EIA development, and the application was accompanied by an ES.
- 1.5.4. On 7 June 2022 the Applicant provided the Planning Inspectorate with certificates confirming that s56 and s59 of PA2008 and Regulation 13 of the EIA Regulations had been complied with [[OD-005](#) and [OD-006](#)].
- 1.5.5. Consideration is given to the adequacy of the ES and matters arising from it in Chapter 4 of this Report.

## **1.6. HABITATS REGULATIONS ASSESSMENT**

- 1.6.1. The Proposed Development is development for which a Habitats Assessment Regulations (HRA) Report has been provided [[APP-202](#)].
- 1.6.2. Consideration is given to the adequacy of the HRA Report, associated information and evidence and the matters arising from it in Chapter 6 of this Report.

## **1.7. UNDERTAKINGS, OBLIGATIONS AND AGREEMENTS**

- 1.7.1. At Deadline 8, the Applicant confirmed that it had entered into a confidential side agreement with National Grid. An updated dDCO [REP8-009] was provided to record that this has been entered into.
- 1.7.2. The Applicant also noted that a confidential framework agreement had been agreed with NR and that NR was expected to sign shortly, at which point it would formally withdraw its objection. The Applicant has indicated that it would provide an update to the SoSESNZ once the agreement is complete.
- 1.7.3. Likewise, the Applicant confirmed that it has agreed a confidential side agreement with Eastern Power Networks Plc (EPN) and that EPN was expected to sign shortly after the close of the Examination. The Applicant

has indicated that it would provide an update to the SoSESNZ once the agreement is complete.

1.7.4. At Deadline 8, the Applicant also submitted a duly executed Deed of Development Consent Obligations and Other Covenants (DDCOOC) dated 18 January 2023 [[REP8-011](#) and [REP8-012](#)] and made between the Applicant, the landowner and the Host Authorities. Schedule 1 of that document includes the following development consent obligations:

- the submission of a Skills, Supply Chain and Employment Plan which aims to maximise business and employment opportunities for local companies and residents; and
- a skills and education contribution of £2.1 million to be paid in instalments of £50,000 per annum to be used for increasing opportunities in the local area for individuals in the renewable and sustainable development sector, and which may include the provision of training and apprenticeships.

1.7.5. Other covenants contained in the DDCOOC are made under s111 of the Local Government Act 1972 and are provided voluntarily by the Applicant. The Applicant and the Host Authorities agree that these covenants are not necessary to mitigate the impacts of the Proposed Development or make the project acceptable in planning terms. I see no reason to conclude otherwise and they have not been taken into account as part of my consideration of the planning issues set out in chapters 5-10 of this Report.

## **1.8. OTHER CONSENTS**

1.8.1. The application was accompanied by a list of the other consents and licences that are or may be required to construct and operate the Proposed Development, in addition to Development Consent under PA2008. This was updated during the Examination and a final version submitted at Deadline 7 [[REP7-010](#)]. The latest position is recorded below.

1.8.2. **An Electricity Generation Licence** under the Electricity Act 1989.

Consenting Authority: The Office of Gas and Electricity Markets.

Position: A Licence was granted on 9 May 2022.

1.8.3. **A Bilateral Connection Agreement** with NGET.

Position: The Applicant has signed an Agreement to Vary an existing bilateral connection agreement to move the grid connection offer to 2028. Review is ongoing whether this connection offer could be earlier than 2028.

1.8.4. **Health and Safety related consents** will be required under the Health and Safety at Work Act 1974 and subsidiary legislation. Applications will be made by the appointed contractor to the Health and Safety Executive (HSE) before construction commences.



1.8.5. **Water abstraction or impoundment licence** under the Water Resources Act 1991 (as amended), Environment Act 1995 and the Water Resources (Abstraction and Impounding) Regulations 2006.

Consenting Authority: The EA.

Position: If groundwater pumping/ dewatering is required then applications will be made by the contractor before the abstraction or impoundment commences as appropriate.

1.8.6. A **permit for the transport of abnormal loads** under the Road Vehicles (Authorisation of Special Types) (General) Order 2003 or the Road Traffic Act 1988 will be sought from the relevant authorities as appropriate prior to the delivery of abnormal loads.

1.8.7. **Construction noise consent** under s61 of the Control of Pollution Act 1974 may be required from ECC. If necessary, this would be applied for before construction commences.

1.8.8. A **Protected Species Licence**, if required, will be made to NE. It is not expected that such licenses will be required.

1.8.9. In relation to the outstanding consents recorded above, I have considered the available information and, without prejudice to the exercise of discretion by future decision-makers, have concluded that there are no apparent impediments to the implementation of the Proposed Development, should the Secretary of State for Energy Security and Net Zero (SoSESNZ) grant the application.

## **1.9. STRUCTURE OF THIS REPORT**

1.9.1. The structure of this report is as follows:

- **Chapter 1** introduces the reader to the application, the processes used to carry out the Examination and make this Report.
- **Chapter 2** describes the site and its surrounds, the Proposed Development, its planning history and that of related projects.
- **Chapter 3** records the legal and policy context for the SoSESNZ's decision.
- **Chapter 4** identifies the main planning issues that arose from the application and during the Examination.
- **Chapter 5** sets out my findings in relation to the planning issues identified in Chapter 4.
- **Chapter 6** considers effects on European Sites and HRA.
- **Chapter 7** sets out the balance of planning considerations arising from Chapters 4, 5 and 6, in the light of the factual, legal and policy information in Chapters 1 to 3.
- **Chapter 8** sets out my examination of CA and TP proposals.
- **Chapter 9** considers the implications of the matters arising from the preceding chapters for the dDCO.
- **Chapter 10** summarises all relevant considerations and sets out my recommendation to the SoSESNZ.

1.9.2. This report is supported by the following Appendices:

- **Appendix A** – the Examination Library.
- **Appendix B** – List of Abbreviations.
- **Appendix C** – the Recommended DCO

## **2. THE PROPOSAL AND THE SITE**

### **2.1. THE APPLICATION AS MADE**

- 2.1.1. The application seeks development consent under the PA2008 for the construction, operation, maintenance and decommissioning of a solar photovoltaic (PV) electricity generating facility with a total generating capacity exceeding 50MW (AC), an energy storage facility and an export/import connection to the National Grid.
- 2.1.2. The Applicant has not included a maximum limit on generating capacity in the dDCO explaining that total generation capacity is linked to the size of the site and the Grid Connection offer that the Applicant has received and accepted (500MW). It argues that imposing an upper limit on total generation capacity would not provide certainty as to the likely generation of the Proposed Development but rather it would only confirm it would not be any higher than the cap which is unnecessary and is not linked to any environmental impact given the Proposed Development already secures the developable area.
- 2.1.3. The Applicant requests no maximum limit on generating capacity to enable it to take advantage of future technologies and innovation to make the Proposed Development as efficient as possible. This accords with dNPS EN-3 which indicates that installed export capacity should not be seen as an appropriate tool to constrain the impacts of a solar farm. Applicants should use other measurements, such as panel size, total area and percentage of ground cover to set the maximum extent of development when determining the planning impacts of an application. A similar approach was adopted in both the Cleve Hill Solar Park Order 2020 and the Little Crow Solar Park Order 2022.
- 2.1.4. The Proposed Development would be designed to operate for up to 40 years, after which it would be decommissioned and the land reinstated. Requirement 20 of the dDCO requires decommissioning to commence no later than 40 years following the date of final commissioning of Work No. 1.

### **2.2. THE SITE AND SURROUNDING AREA**

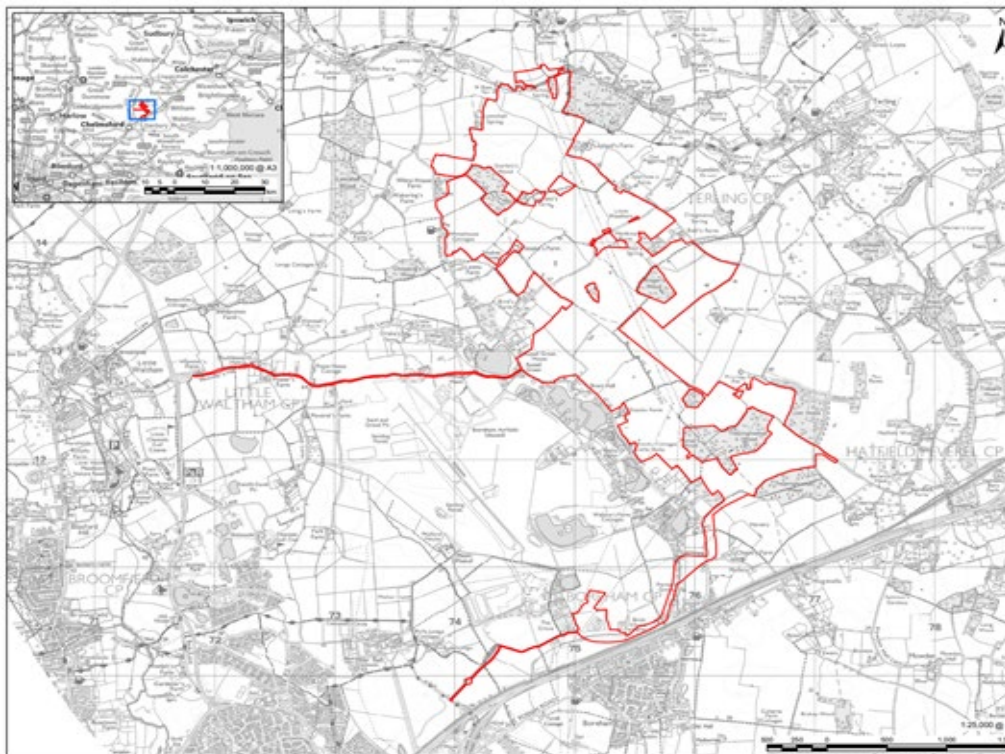
- 2.2.1. The location of the Site is shown on the Location Plan [[APP-010](#)] (and in ES Figure 1.1 (Scheme Location) [[APP-104](#)]) and is described in detail in ES Chapter 2 [[REP1b-011](#)]. It comprises an area of around 453ha located within the administrative boundaries of ECC, BDC and CCC. A video flyover of the site can be found in [[REP4-037](#)].
- 2.2.2. The majority of the site is moderate quality agricultural farmland (grade 3b) with some smaller areas of BMV agricultural land (grades 2 and 3a) located throughout the site. It also includes large areas of woodland, ponds, small areas of pasture along with trees, hedgerows and farm access tracks.

2.2.3. Article (Art) 2(1) of the dDCO defines the Order Limits as “the limits shown on the land plans and works plans within which the authorised development may be carried out and land acquired or used”.

2.2.4. The land within the Order Limits has been separated into four distinct areas, each corresponding to a different element of the scheme. These are listed below and identified in Figure 2.

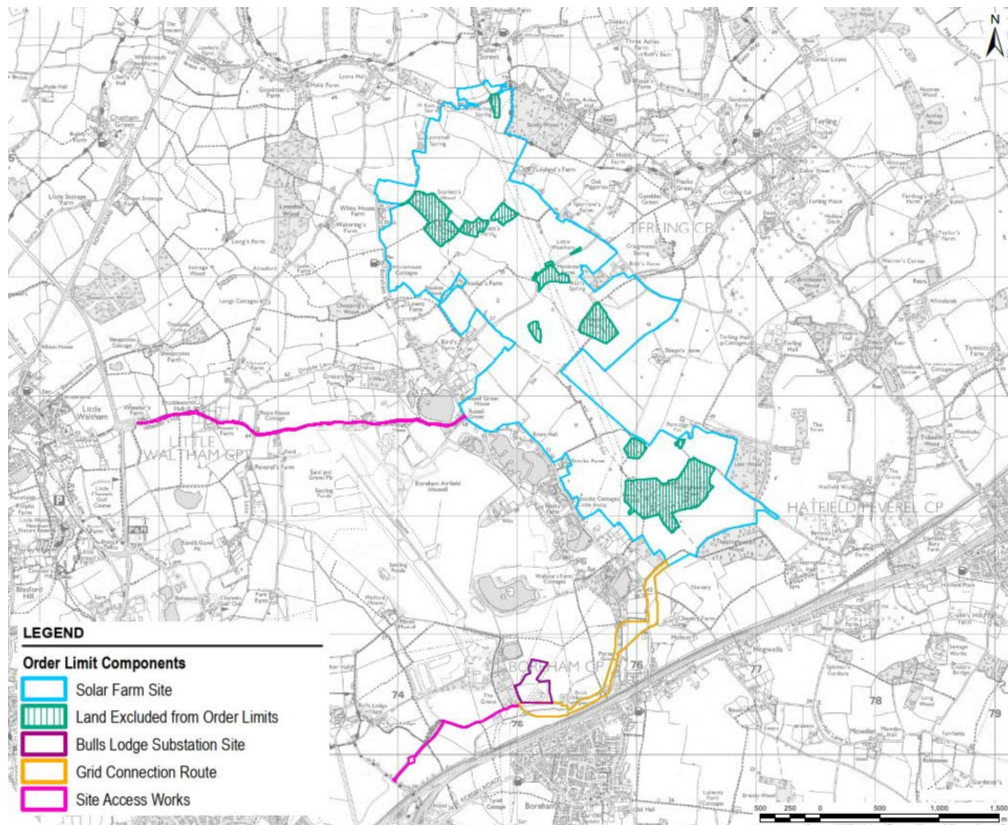
- The Solar Farm Site - comprises the majority of the Order Limits and consists of mostly agricultural land.
- The Bulls Lodge Substation Site – land located to the southwest of the Solar Farm Site and consists of the existing Bulls Lodge Substation as well as the adjacent land intended to be used for the substation extension.
- The Grid Connection Route – the land located between the Solar Farm Site and the Bulls Lodge Substation Site which is required to facilitate the grid connection.
- Site Access Works – the land needed to access the Solar Farm Site and the Bulls Lodge Substation Site from the public highway.

**Figure 1: ES Figure 1-1 Scheme Location**



(Source: ES Figure 1-1: Scheme Location [[APP-104](#)])

**Figure 2: Areas within Order Limits**



- 2.2.5. The northern section of the Order Limits is located within part of the River Ter valley. However, none of the land within the Order Limits is covered by any statutory landscape designation.
- 2.2.6. There is an existing network of public rights of way (PRoW) within the Order Limits and across the surrounding area (as shown in ES Figure 2-2 (PRoW) [[APP-107](#)]).
- 2.2.7. Other existing infrastructure within the Order Limits and surrounding area includes 400kV, 132kV, and 11kV overhead powerlines which extend from the southwest to the north west of Boreham, across most of the Order Limits and to the west of Sandy Wood.
- 2.2.8. The existing Bulls Lodge Substation lies within the southwestern part of the Order Limits, approximately 400m to the north of the A12 carriageway. Two access routes are included within the Order Limits. These are Wheelers Hill and Cranham Road, to the west of the Solar Farm Site, and Generals Lane to the south of the Bulls Lodge Substation Site.
- 2.2.9. A number of settlements lie within the vicinity of the Order Limits including Fuller Street (approximately 300m to the north), Gamble's Green and Terling (500m and 1.1km to the east respectively), Boreham (500m to the south-west), Hatfield Peverel (1.5km to the south-east), and Chelmsford (5.7km to the south-west).

- 2.2.10. A detailed overview of the Order Limits and its surroundings can be found in section 3.3 of ES Chapter 2 [[REP1b-011](#)].

### **The Proposed Development**

- 2.2.11. Schedule 1 of the dDCO [[REP8-009](#)] sets out the formal description of the various elements of the Proposed Development. These are summarised in paragraph 1.1.5 above and their locations are shown on the Works Plans [[REP3-003](#) and [REP3-004](#)]. Further detail can be found in ES Chapter 2 [[REP1b-011](#)]. A summary of the key components of the Proposed Development is set out below.

### **The Solar Farm Site (Work No. 1)**

- 2.2.12. The Solar Farm Site includes 29 Potential Development Areas (PDA) with a total combined area of approximately 275ha. Each PDA represents a parcel of land within the Solar farm Site where PV arrays may be installed<sup>2</sup>. The location of the various PDAs can be seen in ES Figure 2-5 (Illustrative Concept Design/ Operational Layout Overview) [[REP6-029](#)].
- 2.2.13. The parameters for each PV Array are set out in Appendix A of the Outline Design Principles (ODP) [[REP6-007](#)] including their location, maximum total surface area, maximum and minimum heights, row spacing, arrangement and slope. The ODP also includes maximum parameters for mounting structures, angles, minimum clearances from the overhead lines, as well as the total maximum footprint of the BoSS plant at each BoSS location.
- 2.2.14. The Applicant explains that, in view of the rapidly developing technologies for PV panels, the generating capacity, technology type and size of the panels is not specified in the application but instead the maximum total surface area of all PV panels is limited to 191.6646 ha in the ODP [[REP6-007](#)]. This is because the surface area of an individual panel or their number does not have the potential to change the likely significant effects of the proposed development, whereas the maximum total surface area does. For further discussion on the Applicant's approach to the ODP and the Rochdale Envelope see Chapter 4 below.
- 2.2.15. The PV panels would be mounted on a metal assembly of PV mounting structures, fixed on galvanised steel piles driven into the ground up to a depth of 2m. The Applicant explains that in some locations, for example where there is restrictive clearance to high voltage overhead cables, it may not be possible to install piled foundations, in which case the PV tables may be mounted on both piled and concrete pad foundations. The

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<sup>2</sup> The Applicant explains in ES Chapter 2 that, due to design changes made during the evolution of the scheme, two PDAs were removed (PDA24 and PDA25). The remaining PDAs were not subsequently renumbered in order to retain the consistency of referencing throughout the ES and supporting documents and so references include up to PDA31.

ODP allows for up to 5% of the PV mounting structure legs to be supported on concrete footings (rather than piles).

- 2.2.16. The application proposes that the PV tables would be orientated to the south at a slope of between 10 and 30 degrees from horizontal in a fixed tile arrangement. They would have a max height of 3m above ground level at the rear and a clearance of 0.6m at the front. These parameters are secured within the ODP [[REP6-007](#)].
- 2.2.17. Also included in Work No. 1 is the BoSS (comprising inverters, transformers, and switchgear). This is required to manage the electricity generated by the PV panels. The Applicant explains that there are several possible arrangements for the BoSS components and, as such, flexibility is being sought within the dDCO - with the selection of either string or central inverters being made as part of the detailed design. However, in order to ensure a worst-case scenario has been assessed, the ODP secures a maximum height for the BoSS plant at 3.5 meters above ground level.
- 2.2.18. The BoSS plant would be installed in a maximum of 150 locations within the area identified for Work No. 1.

### **Associated Development**

#### **The Battery Energy Storage System Compound (Work Nos. 2A and 2B)**

- 2.2.19. The main purpose of the Battery Energy Storage System (BESS) is to provide peak generation electric energy time shifting and grid balancing services to the grid by capturing electricity generated from the PV panels and storing it in the batteries. It would then dispatch the stored energy to the electricity grid when it is most required.
- 2.2.20. In addition, as a supplementary and secondary service, the Applicant explains that it may also:

*"...import surplus energy from the National Grid and provide other ancillary and energy time-shifting services to help NGET manage the increasing penetration of (variable) renewable generation on the transmission network".*

*(Source: ES Chapter 2 Paragraph 2.5.29 [[REP1b-011](#)].*

- 2.2.21. The BESS would consist of two fenced compounds either side of the proposed Longfield Substation (Work No. 3), north of Toppinghoe Hall Wood. Each compound would contain a number of BESS units mounted on reinforced concrete foundation slabs or concrete piles. They would also house associated equipment including transformers and bunding; inverters, switch gear, power conversion systems and ancillary equipment; monitoring and control systems; heating, ventilation and air conditioning systems; electrical cables; fire safety infrastructure; and containers or similar structures to house spare parts and materials required for the day-to-day operation of the BESS facility.

- 2.2.22. The Applicant explains (in ES Chapter 2 [[REP1b-011](#)]) that the design and precise number of individual BESS units will depend upon the battery technology selected and the most appropriate capacity and duration of energy storage required at the time of construction. At around 3m high, they would not be the tallest piece of infrastructure in the compound, and so in order to assess the worst-case scenario, the ES has assessed the impacts arising from structures up to 4.5m high across the whole works area (as set out in the ODP). This allows for flexibility in the final layout design.
- 2.2.23. The application proposes that the BESS would be constructed in two phases. Phase 1 (Work No. 2A) would be constructed as part of the construction of the wider scheme and comprise a maximum area of 3.4ha. Phase 2 (Work No. 2B) would be constructed not less than 5 years after commencement of operation and comprise a maximum area of 1.8ha. However, if Phase 2 of the BESS is not required, then the ODP provides for this area to be used to house additional PV Arrays. This would be over and above the maximum surface area secured in the ODP but subject to that document's other limiting controls.
- 2.2.24. Illustrative elevations of the BESS are provided in Figures 2-8 to 2-11 [[APP-113](#), [APP-114](#), [APP-115](#) and [APP-116](#)].

### **The Longfield Substation (Work No. 3)**

- 2.2.25. The Longfield Substation would be located in a fenced compound of approximately 1.7ha, around 20m to the north of Toppinghoehall Wood. It would be connected via electrical cables to the PV arrays, the BESS compound, and the Bulls Lodge Substation Extension. It would convert electricity generated, imported and stored by the scheme to 400kV for onward transmission to the National Grid via the Grid Connection Cables and the Bulls Lodge Substation Extension.
- 2.2.26. Full details of the various components of this Work can be found in ES Chapter 2 [[REP1b-011](#)]. An indicative layout is shown in ES Figure 2-18 (Substation Plan) [[APP-123](#)] with illustrative elevations on Figure 2-19 (Substation Elevations) [[APP-124](#)].

### **The Grid Connection Route (Work No. 4)**

- 2.2.27. The application proposes to export the electricity generated by the Proposed Development to the National Grid via the Grid Connection Route (Work No. 4A). This would consist of a single 400 kV cable circuit running underground from the Longfield Substation to the Bulls Lodge Substation Extension (see below). This connection would also facilitate the import of electricity to be stored within the BESS.
- 2.2.28. During cable installation a construction corridor will be designated. This will contain the works and provide separation from other land users. The construction corridor will be up to 20m wide and temporary fencing will be erected to form the construction corridor boundaries. Access for construction equipment will be via a combination of existing access routes and temporary roadways where necessary.



2.2.29. Full details of the works that make up Work No.4 can be found in ES Chapter 2 [[REP1b-011](#)].

### **The Bulls Lodge Substation Extension (Work No. 5)**

2.2.30. The existing Bulls Lodge Substation is located on land to the northeast of the A12 Boreham Interchange at the Bulls Lodge Substation Site.

2.2.31. The application includes the proposed extension of the existing Bulls Lodge Substation on land directly to the east. It would provide the electrical connection point to the National Grid and to facilitate the import and export of electricity to and from the Solar Farm Site. It would include buildings, ancillary plant rooms, an amenities block, storage and workshop units, access roadways and footways, earthworks, parking and other associated development. It would also include temporary overhead line alterations, and realignment of the existing 400kV overhead line.

2.2.32. Detailed design including the layout, scale, appearance, access, drainage and landscaping would be secured in Requirement 22 of the dDCO. These details must accord with the parameters set out in the ODP [[REP6-007](#)] and include:

- limiting the height of components of the Bulls Lodge Substation Extension to a maximum 15m above finished ground level with finished ground levels being no greater than 33m above ordnance datum.
- limiting the footprint of the main substation building to a maximum of 1,750m<sup>2</sup>.
- limiting the depth of any concrete pad foundations to 2m;
- placing controls on lighting to minimise light pollution; and
- limiting the height of securing fencing to no more than 2.5m above finished floor levels.

2.2.33. Further details of the proposed Bulls Lodge Substation Extension can be found in the following application documents:

- ES Figure 2-29 (Difference Between Existing and Working Levels) [[APP-134](#)]
- ES Figure 2-30 (Difference Between Working and Restored Levels) [[APP-135](#)]
- ES Figure 2-31 (Difference between Existing and Restored Levels) [[APP-136](#)]
- ES Figure 2-33 (Overhead Line Temporary Diversion Bulls Lodge 4VB Route) [[APP-138](#)]
- ES Figure 2-34 (Temporary Diversion Main Circuit Profile Drawing) [[APP-139](#)]
- ES Figure 2-35 (Temporary Overhead Line Tower Key Line Diagram) [[APP-140](#)]
- ES Figure 2-36a (Bulls Lodge Substation Extension GA Drainage Plan) [[APP-141](#)]
- ES Figure 2-36b (Bulls Lodge Substation Extension GA Earthworks Plan and Sections) [[APP-142](#)]

- ES Figure 2-37 (Bulls Lodge Substation Extension GA Proposed Fencing Layout Plan) [[APP-143](#)])
- ES Figure 2-38 (Bulls Lodge Substation Extension Swept Path Analysis) [[APP-144](#)])
- ES Figure 2-39 (Bulls Lodge Substation Extension Elevations East) [[APP-145](#)])
- ES Figure 2-40 (Bulls Lodge Substation Extension Elevations West) [[APP-146](#)])
- ES Figure 2-41 (Bulls Lodge Substation Extension Elevations South) [[APP-147](#)])
- ES Figure 2-42 (Bulls Lodge Substation Extension Elevations North) [[APP-148](#)])
- ES Figure 2-43 (Bulls Lodge Substation Extension Layout Plan) [[APP-149](#)])

### **Other Associated Development**

2.2.34. The application also includes other associated development including:

- the installation of electrical cables connecting to Work Nos. 1 and 3, fencing, gates, boundary treatments and other means of enclosure, security apparatus, landscaping, biodiversity mitigation and enhancement measures, improvement of existing tracks, temporary construction compounds and works to divert and underground existing overhead lines (**Work No. 6**);
- temporary construction and decommissioning laydown areas (**Work No. 7**);
- an office warehouse and plant storage building (**Work No. 8**);
- works to facilitate Work Nos. 1 to 8 and 10 including the creation of access from the public highway, the creation of visibility plays and works to widen and surface the public highway (**Work No. 9**); and
- areas of habitat management including landscape and biodiversity enhancement measures, habitat creation and management, provision of permissive paths, signage and information boards (**Work No. 10**).

2.2.35. These would also be subject to the limiting controls set out in the ODP [[REP6-007](#)] including cable trench dimensions, measures for the protection of trees, hedgerows and biodiversity, creation of habitat management areas, maximum dimensions for buildings, fencing and Closed Circuit Television (CCTV) towers as well as a restriction on vegetation loss.

2.2.36. Full details of the works that make up Work Nos. 6 - 10 can be found in ES Chapter 2 [[REP1b-011](#)].

## **2.3. THE APPLICATION AS EXAMINED**

- 2.3.1. A number of changes were made to the application documents during the Examination, including amendments to the wording of the dDCO. These changes were intended to address my questions as well as points raised by IPs. They sought to improve the clarity of the drafting and address any omissions, discrepancies and other matters which were raised during the Examination.
- 2.3.2. The Applicant also submitted a number of revisions to the application documents, details of which can be found in the Application Guide submitted at Deadline 8 [[REP8-002](#)]. This provides a guide to all documents submitted as part of the application and was updated at each Deadline when new or revised documents were submitted. It provides a full record of all documentation submitted into the Examination by the Applicant.
- 2.3.3. I have remained aware throughout the Examination of the need to consider whether changes to the application documents have changed the application to a point where it became a different application. However, in view of their limited nature (consisting primarily of document updating), I am content that the changes have not resulted in significant change to that which was applied for.

## **2.4. OTHER NEARBY DEVELOPMENTS**

- 2.4.1. Details of permitted and planned developments nearby can be found in ES Appendix 5A (Long List of Cumulative Schemes) [[APP-055](#)] and ES Figure 5-1 (Cumulative Schemes) [[APP-152](#)].
- 2.4.2. There are also a number of other planned NSIPs located nearby, details of which are summarised below.

### **A12 Chelmsford to A120 Widening Scheme**

- 2.4.3. The A12 Chelmsford to A120 Widening Scheme is a NSIP being progressed by NH in order to reduce traffic congestion on the A12 between Chelmsford and Colchester. The western end of this section of the A12 is located a short distance to the south of the Longfield Solar Farm Order Limits.
- 2.4.4. The Applicant has liaised with NH to provide project updates, share information and coordinate the interaction of the A12/ A120 scheme and the Proposed Development during construction, should the construction periods overlap. The coordination of construction traffic between the two schemes will be managed through a Construction Traffic Management Plan (CTMP), which will be prepared in accordance with the Framework Construction Traffic Management Plan (fCTMP) (ES Appendix 13B [[REP7-015](#)]).

## **East Anglia Green Energy Enablement Project (East Anglia GREEN)**

- 2.4.5. East Anglia GREEN is a proposal by NGET to reinforce the high voltage power network in East Anglia between the existing substations at Norwich Main in Norfolk, Bramford in Suffolk and Tilbury in Essex.
- 2.4.6. The proposal includes building a new 400 kV electricity overhead transmission line, work at existing substations and building a new substation to connect new proposed offshore wind farms to the electricity transmission network.
- 2.4.7. It is expected to be submitted for examination in late 2024.

## **2.5. RELEVANT PLANNING HISTORY**

- 2.5.1. Much of the site is in agricultural use and the relevant planning history is limited. Most of the planning history is associated with consented mineral workings that are partly within and near to the Bulls Lodge Substation site. A summary of the planning history of this part of the Site is provided below. A more detailed planning history can be found in Appendix A of the Planning Statement [[REP4-010](#)].

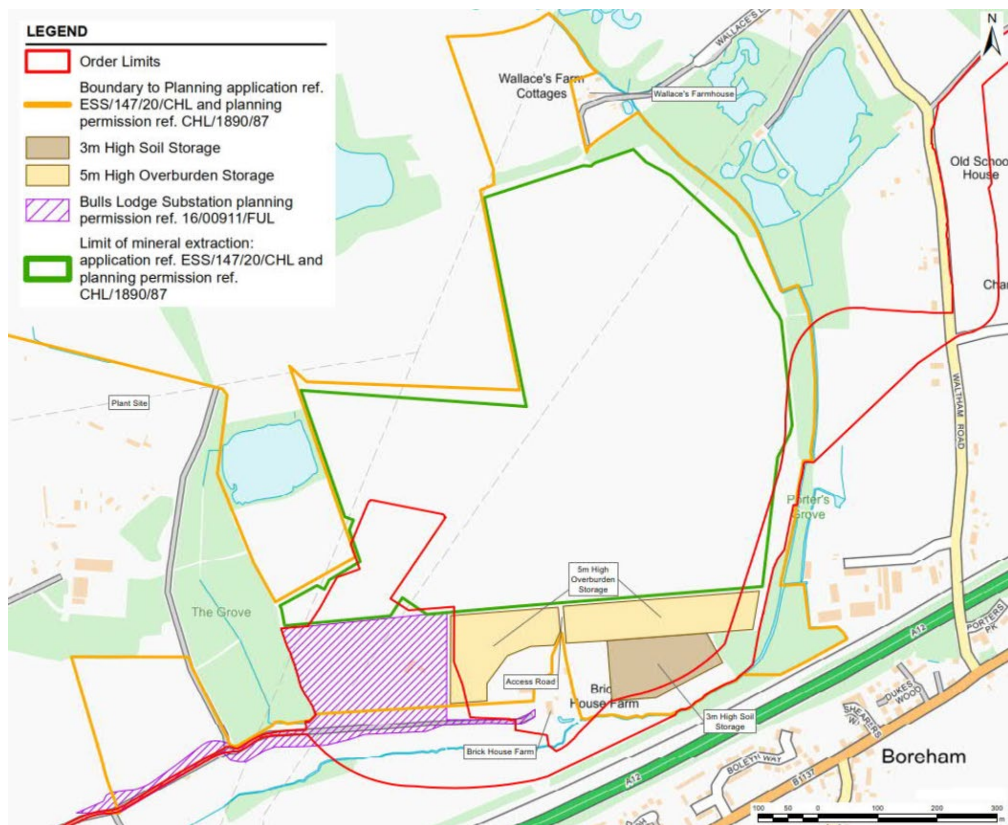
### **Bulls Lodge Substation**

- 2.5.2. Planning Permission 16/00911/FUL was granted in May 2016 for the construction of the substation along with car parking, fencing, landscaping and an upgraded access track and temporary access during the construction period.

### **Bulls Lodge Quarry**

- 2.5.3. Bulls Lodge Quarry is operated under Planning Permissions CHL/1019/87 and CHL/1890/87 for the winning and working of approximately 10 million tonnes of sand and gravel. These planning permissions were granted in June 1990.
- 2.5.4. A small section of the Order Limits is located within the boundary of the Bulls Lodge Quarry planning permission CHL/1890/87 ("the Park Farm Planning Permission") and is shown in Figure 3 below. It also identifies the limit of mineral extraction and the locations of overburden and soil storage, along with the boundary to Planning Permission 16/00911/FUL for Bulls Lodge Substation.

**Figure 3: Overlap between Order Limits, Bulls Lodge Substation and planning permissions CHL/1019/87 and CHL/1890/87**



- 2.5.5. Two planning applications (ESS/147/20/CHL and ESS/148/20/CHL) have been submitted to ECC for the continuation of the winning and working of sand and gravel (and ancillary activities) at Bulls Lodge Quarry without compliance with certain conditions attached to the existing permissions. The purpose of these are to change aspects of the phased development and timing of operations, including extending the date for which extraction is permitted.
- 2.5.6. The application form for planning application ESS/147/20/CHL sets out that 3.63 million m<sup>3</sup> of mineral would be extracted from Bulls Lodge Quarry between 2022 and 2039. According to the Planning Statement submitted with planning application ESS/147/20/CHL, the land which overlaps with the Order Limits is proposed to be the last area of the quarry to be worked (anticipated to be approximately 2035 - 2039).
- 2.5.7. A spatial representation of the minerals and waste designations in relation to the Proposed Development can be found in [Figure 7](#) (see Chapter 5 below).

### **Boreham Recycling Centre**

- 2.5.8. Boreham Recycling Centre is a waste transfer and metal recycling site, authorised to handle municipal solid waste, commercial and industrial waste, metals (ferrous and non-ferrous) and end of life vehicles. It is

located to the immediate south-east of Bulls Lodge Quarry and to the immediate north of the Boreham Interchange on the A12.

2.5.9. The land that comprises the Boreham Recycling Centre site was first developed in 1975, for the servicing and repair of motor vehicles, industrial machinery and plant (planning permission ref. CHL/252/74).

2.5.10. The Grid Connection Route is located outside, but adjacent to Boreham Recycling Centre.

### **Bulls Lodge Inert Recycling**

2.5.11. Bulls Lodge Inert Recycling is located within Bulls Lodge Quarry. It is an aggregate recycling facility linked to the life of the Bulls Lodge Quarry planning permissions. Part of the Order Limits, comprising the access road to the Bulls Lodge Substation Site overlaps with the access road to the Bulls Lodge Inert Recycling Site.

2.5.12. A more detailed planning history can be found in Appendix A of the Planning Statement [[REP4-010](#)].

## **3. LEGAL AND POLICY CONTEXT**

### **3.1. INTRODUCTION**

- 3.1.1. This chapter sets out the relevant and legal and policy context for the application.
- 3.1.2. The Applicant has set out the policies that it considers relevant to the consideration of the application in the Planning Statement [[REP4-010](#)], Statement of Need [[APP-203](#)] and in its oral and written submissions. It has also included ES Appendix 8A (Legislation and Policy) [[APP-065](#)] which identifies and describes the legislation, policy and supporting guidance considered relevant to the assessment of the likely significant effects of the Proposed Development on ecology and nature conservation.
- 3.1.3. The LIRs [[REP1b-059](#), [REP1b-063](#) and [REP1b-067](#)] signpost the relevant documents that comprise the respective development plans for the Host Authorities respective areas and the policies that the Host Authorities believe are relevant to local impacts.
- 3.1.4. My attention was also drawn to other relevant and important matters by IPs during the course of the Examination and where relevant these are included below.

### **3.2. THE PLANNING ACT 2008**

- 3.2.1. The application is for a Development Consent Order (DCO) in respect of development that falls within the definition of energy generating stations set out in s15(2) of the PA2008.
- 3.2.2. The Proposed Development would primarily involve the provision of solar arrays for generating electricity. However, it would also include a BESS as well as an import/ export connection to the National Grid via an extension of the existing Bulls Lodge Substation. In addition, the dDCO seeks flexibility to substitute additional solar PV arrays for Phase 2 of the energy storage element. In this event, the additional arrays would form an extension to a generating station (or comprise a single enlarged generating station) to which s14(1)(a) and s15(2) of the PA2008 apply. Full details of the various components of the Proposed Development are set out in Chapter 2 of this Report.
- 3.2.3. The PA2008 provides for two different decision-making procedures for NSIP applications; (i) where a relevant National Policy Statement (NPS) has been designated and has effect (s104); and (ii) where there is no designated NPS or there is a designated NPS, but it does not have effect (s105).
- 3.2.4. Solar generation has been excluded from the scope of the Overarching National Policy Statement for Energy (EN-1) and the coverage of the National Policy Statement for Renewable Energy Infrastructure (EN-3) (NPS EN-3). Accordingly, at the time of writing, there is no designated

NPS that has effect with respect to the consideration of the proposed solar arrays. Likewise, energy storage systems do not come within the scope/ coverage of the suite of designated energy NPSs.

- 3.2.5. However, s105 of the PA2008 enables policy included in an NPS that is not designated for solar generation to be considered amongst the matters that are considered to be important and relevant for the purposes of decision making.
- 3.2.6. To facilitate the export of the generated electricity to the grid the Proposed Development also includes the extension of the Bulls Lodge Substation which would be associated development for the purposes of section 115 of the PA2008. The provision of a substation as associated development is something that does come within the scope of NPS EN-1 and the coverage of the National Policy Statement for Electricity Networks Infrastructure (NPS EN-5).
- 3.2.7. Given the position on NPS EN-1, NPS EN-3 and NPS EN-5 briefly explained above, the Examination for this application has been conducted under s105 of the PA2008.
- 3.2.8. In deciding this application s105(2) of the PA2008 requires the SoSESNZ to have regard to:
- a. any local impact report (within the meaning given by section 60(3)) submitted to the SoS before the deadline specified in a notice under section 60(2);
  - b. any matters prescribed in relation to development of the description to which the application relates; and
  - c. any other matters which the Secretary of State thinks are both important and relevant to the Secretary of State's decision.

### **3.3. NATIONAL POLICY STATEMENTS**

#### **Background**

- 3.3.1. NPSs set out Government policy on different types of national infrastructure development. They were produced by the Department for Energy and Climate Change (DECC), which is now the Department for Energy Security and Net Zero and are intended to provide the primary policy for the examination and determination of energy NSIP applications. NPS EN-1 sets out the overarching policy and has effect for decision making, in combination with the five technology specific NPSs for energy.

#### **NPS EN-1 – Overarching National Policy Statement for Energy**

- 3.3.2. NPS EN-1 sets out the Government's commitment to increasing renewable generation capacity but recognises that, in the short to medium term, much of the new capacity is likely to come from onshore and offshore wind.



3.3.3. In light of this, it notes that the generation of electricity from renewable sources other than wind, biomass or waste is not within the scope of NPS EN-1. As such, the Proposed Development, as a solar generating station, is excluded from the scope/ coverage of NPS EN-1.

3.3.4. Nevertheless, the Proposed Development is a generating station with a capacity of more than 50MW and the policies in NPS EN-1 are devised specifically for generating stations and energy infrastructure of this scale. As a result, the policies set out in NPS EN-1 have some bearing on the determination of this application.

3.3.5. Furthermore, NPS EN-1 acknowledges that some renewable sources are intermittent (including Solar) and cannot be adjusted to meet demand. In recognition of this, it notes that:

*"there are a number of other technologies which can be used to compensate for the intermittency of renewable generation, such as electricity storage" and that "these technologies will play important roles in a low carbon electricity system".*

*(Source: NPS EN-1, Paragraph 3.3.12)*

3.3.6. It also recognises that:

*"... electrical energy storage allows energy production to be decoupled from its supply, and provides a contribution to meeting peak demand ...".*

*(Source: NPS EN-1, Paragraph 3.3.31)*

3.3.7. Accordingly, I consider NPS EN-1 is an important and relevant matter in the determination of the application.

### **NPS EN-3 - National Policy Statement for Renewable Energy Infrastructure**

3.3.8. NPS EN-3 sets out additional policies for renewable energy infrastructure that should be read in addition to the overarching policies set out in NPS EN-1. However, paragraph 1.8.1 explains that NPS EN-3 only covers energy from: biomass; offshore wind; and onshore wind. Paragraph 1.8.2 of NPS EN-3 goes onto state:

*"This NPS does not cover other types of renewable energy generation that are not at present technically viable over 50MW onshore ...".*

*(Source: NPS EN-3, Paragraph 1.8.2)*

3.3.9. The Applicant notes in its planning statement that:

*"At the time of designation...types of onshore renewable energy generation not specifically covered within the document were excluded as they were not technically viable at a scale of more than 50MW at the time it was written. However, solar technology has now*

*advanced to an extent that it is now viable at a nationally significant (>50MW) scale”.*

*(Source: Planning Statement, Paragraph 5.4.6 [[REP4-010](#)])*

- 3.3.10. As a result, the Applicant considers that NPS EN-3 is important and relevant to the determination of the application, and, along with NPS EN-1 and NPS EN-5, should form the primary decision-making framework for the Proposed Development.
- 3.3.11. Nevertheless, while I note that solar technology has advanced considerably since the formulation of NPS EN-3 and is now viable at significantly larger scales, the fact remains that solar energy generation is a renewable generating technology that is expressly excluded from NPS EN-3’s coverage.
- 3.3.12. Accordingly, I consider the policies contained in NPS EN-3 neither have effect nor should they be considered as being important or relevant for to the determination of this application. This accords with the approach taken in previous large scale solar generating NSIPs such as the Cleve Hill Solar Park and the Little Crow Solar Park.

### **NPS EN5 - National Policy Statement for Electricity Networks**

- 3.3.13. NPS EN-5 covers the long-distance transmission system (400kV and 275kV lines) and the lower voltage distribution system (132kV to 230v lines from transmission substations to the end-user); and associated infrastructure, for example substations and converter stations that facilitate the conversion between direct and alternating current.
- 3.3.14. The application includes a new substation (Longfield Substation – Work No. 3) which will be located in a fenced compound to the north of Toppinghoehall Wood. It would be connected via electrical cables to the PV arrays, the BESS compound and the Bulls Lodge Substation Extension.
- 3.3.15. An extension to the existing Bulls Lodge Substation (Work No. 5) also forms part of the Proposed Development to provide the electrical connection point to the National Grid and to facilitate the import and export of electricity to and from the Solar Farm Site.
- 3.3.16. These elements of the Proposed Development, as associated development forming part of the Proposed Development, would come within the scope of NPS EN-5.

### **Conclusion on the designated NPSs**

- 3.3.17. In view of the fact that there is no designated NPS in place for this type of generation, the application falls to be decided under s105 of the PA2008. The criteria to which the SoS must have regard in deciding this application includes ‘any other matters to which the [SoS] thinks are both important and relevant to [his] decision’ (s105(2)(c) PA2008).

- 3.3.18. In this specific case, I consider that NPS EN-1 is 'important and relevant' to the decision on this application because:
- the Proposed Development is a generating station with a capacity of more than 50MW and the policies in NPS EN-1 are devised specifically for generating stations and energy infrastructure of this scale; and
  - NPS EN-1 contains paragraphs that emphasise the national need for electricity and electricity infrastructure, including electricity storage.
- 3.3.19. I also consider NPS EN-5 to be 'important and relevant' due to the inclusion of the proposed Longfield Substation. the Bulls Lodge Substation Extension as well as the cabling associated with the operation of the generating station.
- 3.3.20. However, I do not consider any of the other Energy Infrastructure NPSs, including NPS EN-3, to be 'important and relevant' to the determination of this application. As noted above, solar generation is excluded from the scope/ coverage of NPS EN-3 and neither it, nor battery storage were considered in the appraisal of sustainability for that designated NPS.
- 3.3.21. In Chapter 5 below, I have identified the policies in NPS EN-1 and NPS EN-5 that I consider are important and relevant to the decision to be made by the SoSESNZ. In reporting on each of the planning issues, I have reached conclusions on conformity with the policies in NPS EN-1 and NPS EN-5 that are important and relevant.

### **Draft National Policy Statements for Energy**

- 3.3.22. On 6 September 2021 the Government commenced a consultation on revised versions of the energy NPSs. That consultation involved the issuing of draft versions for revisions to NPS EN-1 to NPS EN-5 inclusive.
- 3.3.23. While these draft NPSs have not been designated and do not have effect for decision making under s104 of the PA2008 draft NPS (dNPS) EN-1 makes clear that:
- "... any emerging draft NPSs (or those designated but not having effect) are potentially capable of being important and relevant considerations in the decision-making process. The extent to which they are relevant is a matter for the relevant Secretary of State to consider within the framework of the Planning Act and with regard to the specific circumstances of each development consent order application."*
- 3.3.24. The dNPSs provide a good indication of the Government's preferred approach to ensuring that we continue to have a planning policy framework which can support the infrastructure required for the transition to net zero. As such, I consider they are an important and relevant consideration in the determination of this application under s105 of the PA2008 and should be afforded considerable weight. Given their scope and coverage, the dNPSs relevant to the consideration of this application are dNPS EN-1 (Overarching Policy), dNPS EN-3 (Renewable Energy Infrastructure) and dNPS EN-5 (Electricity Network Infrastructure).

- 3.3.25. Draft NPSs EN-1 and dNPS EN-3 indicate that it is the Government's intention to bring solar energy generation within the scope/ coverage of the reviewed suite of energy NPSs. Indeed, it makes clear that the Government considers that there is an urgent need for all of the technologies identified, including both solar PV and energy storage.
- 3.3.26. Furthermore, it explicitly recognises the importance of solar - noting that a secure, reliable, affordable, net zero consistent system is likely to be composed predominantly of wind and solar. It also recognises the key role that storage has to play in achieving net zero and providing flexibility to the energy system, reducing costs and increasing reliability by storing surplus electricity in times of low demand to provide electricity when demand is higher.
- 3.3.27. Likewise, dNPS EN-3 explicitly covers solar PV generation above 50MW and includes a new section on solar PV generation, setting out detailed policy considerations for this type of generating technology.
- 3.3.28. Similar provisions to those contained in NPS EN-5 (in so far as they are important and relevant in the consideration of this application) are maintained and carried forward into dNPS EN-5.
- 3.3.29. For each of the planning issues assessed in Chapter 5 of this Report, I have given consideration to whether there would or would not be compliance with the parts of the emerging policy in dNPS EN-1, dNPS EN-3 and dNPS EN-5 that I consider are important and relevant to the issue in question.
- 3.3.30. On 30 March 2023, following the close of the Examination, the Government published its response to the consultation comments on the dNPS. It reiterates the Governments' commitment to increasing solar generation and acknowledges that the UK will need to see increased deployment of solar at all scales. It also encourages co-location alongside battery storage.
- 3.3.31. On agricultural land use, it considers the provisions in the guidance as drafted strike the correct balance between protecting BMV and high-quality agricultural land and enabling the sustained increases in the development of large-scale solar capacity needed to meet the net zero targets and energy security goals. It also makes clear that it expects that some projects (or parts of projects) may need to deploy on higher grade agricultural land. Further clarification is provided that the enhancement of biodiversity, co-location and maximisation of land use efficiency are factors to be taken into account when siting on agricultural land.
- 3.3.32. The consultation response also proposes a number of material updates to the dNPS, as a result of which, the Government has published revised versions and is undertaking further, targeted consultation on its proposed changes. These changes relate to offshore wind, the strengthening of dNPS EN-5 to include more detail on the role of strategic planning of networks and updates to civil and military aviation and defence interests to reflect the status of energy developments. A number of other, more

minor amendments have also been made to the text of the original dNPSs to provide clarification, including dNPS EN-3 and its provisions on solar generation.

- 3.3.33. During the Examination, the Proposed Development was considered against the original dNPS published in 2021 and I am mindful that IPs have not been given an opportunity to comment on the revised versions. As such, my consideration of the Proposed Development's compliance with the dNPS is considered against the earlier, 2021 versions.

## **3.4. EUROPEAN LAW AND RELATED UK REGULATIONS**

### **European Union Withdrawal**

- 3.4.1. The UK left the European Union (EU) as a member state on 31 January 2020. The European Union (Withdrawal Agreement) Act 2020 provides for, amongst other things, EU law to be retained as UK law.

- 3.4.2. This Report has been prepared on the basis of retained law and references in it to European terms such as habitats have also been retained for consistency with the Examination documents. However, the SoSESNZ will note that the Environment Act 2021 received Royal Assent on 9 November 2021. It will therefore be a matter for the SoSESNZ to satisfy themselves as to the position on retained law and obligations at the point of the decision.

### **The Infrastructure Planning (Environmental Impact Assessment) Regulations 2017 (EIA Regulations)**

- 3.4.3. The EIA Regulations give effect to Council Directive 2011/92/EU which defines the procedure by which information about the environmental effects of a project is collected and taken into account by the relevant decision-making body before consent is granted for a development. It sets thresholds for projects that require an EIA and outlines the impacts on the environment that need to be assessed.
- 3.4.4. Further consideration is given to EIA and the contents of the ES in Chapters 4 to 7 of this Report.
- 3.4.5. The Proposed Development falls within Schedule 2, Paragraph 3(a) of the EIA Regulations. The location, scale and nature of the Proposed Development has the potential to give rise to significant effects on the environment and it is considered to be EIA development. The application is therefore required to be accompanied by an ES prepared in accordance with the EIA Regulations. The Applicant provided an ES as part of the application [[APP-030 to APP- 250](#)].

### **The Conservation of Habitats and Species Regulations 2017 (the Habitats Regulations)**

- 3.4.6. The Habitats Regulations came into force on 30 November 2017 and give effect to the Habitats Directive (92/43/EEC) and Wild Birds Directive (2009/147/EC).

- 3.4.7. Following the UK's departure from the EU, these were amended by the Conservation of Habitats and Species (Amendment) (EU Exit) Regulations 2019 in order to ensure they continue to operate effectively. Most of these changes involve transferring functions from the European Commission to the appropriate authorities in England and Wales. At the time of writing, all other processes or terms in the Habitats Regulations remain unchanged.
- 3.4.8. The Applicant has provided a report under the Habitats Regulations, which concludes that there would be no likely significant effects from the Proposed Development on any European site. This is considered further in Chapter 6 of this Report.

**The Water Environment (Water Framework Directive) (England and Wales) Regulations 2017 (“the WFD Regulations”)**

- 3.4.9. The WFD Regulations give effect to the Water Framework Directive (WFD) which establishes a framework for water policy and for managing the quality of receiving waters. The WFD Regulations are concerned with water management and seek to prevent the deterioration of surface water bodies, groundwater bodies and their ecosystems. They aim to improve the quality of surface and groundwater bodies by progressively reducing pollution and through restoration.
- 3.4.10. NPS EN-1 states that an ES should describe existing physical characteristics of the water environment (including quantity and dynamics of flow) affected by the proposed project and any impact of physical modifications to these characteristics; and any impacts of the proposed project on water bodies or protected areas.
- 3.4.11. The application includes a Water Framework Directive Assessment as part of the ES (Volume 2: Appendix 9B) [[APP-078](#)].

**The Air Quality Standards Regulations 2010**

- 3.4.12. The Air Quality Standards Regulations 2010 give statutory effect to the Air Quality Directive<sup>3</sup> (AQD) and transpose it into UK law. It requires the SoS, as the competent authority, to assess ambient air quality for the presence of sulphur dioxide (SO<sub>2</sub>), nitrogen dioxide (NO<sub>2</sub>) and mono-nitrogen oxides (NO<sub>x</sub>), particulate matter (PM<sub>10</sub> and PM<sub>2.5</sub>), lead, benzene and carbon monoxide. It sets limit values (LVs) for compliance and establishes control actions where the LVs are exceeded.
- 3.4.13. The Applicant has included relevant assessments on air quality impacts in ES Chapter 14 (Air Quality) [[REP4-005](#)]. I consider these further in Chapter 5 of this Report.

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<sup>3</sup> Directive 2008/50/EC on ambient air quality and cleaner air for Europe.

## **3.5. OTHER LEGAL PROVISIONS**

### **Control of Pollution Act 1974**

- 3.5.1. Section 60 and s61 of the Control of Pollution Act 1974 (CoPA) provide the main legislation regarding demolition and construction site noise and vibration. If noise complaints are received, a s60 notice may be issued by the local planning authority with instructions to cease work until specific conditions to reduce noise have been adopted.
- 3.5.2. Section 61 of the CoPA provides a means for applying for prior consent to carry out noise generating activities during construction. Once prior consent has been agreed under s61, a s60 notice cannot be served provided the agreed conditions are maintained on-site. The legislation requires that Best Practicable Means (BPM) be adopted for construction noise on any given site.

### **The Wildlife and Countryside Act 1981**

- 3.5.3. The Wildlife and Countryside Act 1981 (as amended) (WCA) is the primary legislation which protects animals, plants, and certain habitats in the UK. It provides for the notification and confirmation of SSSIs. These sites are identified for their flora, fauna, geological or physiographical features by the statutory nature conservation bodies (SNCBs) in the UK. The SNCB for England is NE.
- 3.5.4. The WCA provides for and protects wildlife; nature conservation, countryside protection and National Parks; and PRow. If a species protected under the Act is likely to be affected by development, a protected species licence will be required from NE.

### **Environmental Protection Act 1990**

- 3.5.5. S79(1) of the Environmental Protection Act 1990 identifies a number of matters which are considered to be statutory nuisance. This is discussed further in section 9.6 of this Report.

### **The Countryside and Rights of Way Act 2000**

- 3.5.6. The Countryside and Rights of Way Act 2000 (as amended) includes provisions concerning PRow and access to land. This legislation is relevant because a number of PRow cross the Order Limits.

### **Natural Environment and Rural Communities Act 2006**

- 3.5.7. The Natural Environment and Rural Communities Act 2006 (NERC) makes provisions for bodies concerned with the natural environment and rural communities. It includes a duty that every public body must have regard to the conservation of biodiversity in exercising its functions, so far as is consistent with the proper exercising of those functions. I have had regard to NERC and biodiversity in preparing this Report.

### **The UK Biodiversity Action Plan**

- 3.5.8. Priority habitats and species are listed in the UK Biodiversity Action Plan. The plan is relevant to the application in view of the biodiversity and ecological considerations covered in Chapters 5 and 6 of this Report.

### **The Equalities Act 2010**

- 3.5.9. The Equalities Act 2010 established a duty (the public sector equality duty (PSED)) to eliminate discrimination, advance equality of opportunity and foster good relations between persons who share a protected characteristic and persons who do not. The PSED is applicable to the ExA in the conduct of this Examination and reporting, and to the SoSESNZ in decision-making.

### **Climate Change**

- 3.5.10. The Climate Change Act 2008 (CCA2008) has established statutory climate change projections and carbon budgets. The CCA2008 originally set a reduction target in carbon emissions of 80% (from 1990 levels) by 2050. That target was amended to 100% by The Climate Change Act 2008 (2050 Target Amendment) Order 2019.
- 3.5.11. The UK is a signatory to the Paris Agreement under the United Nations Framework Convention on Climate Change. This provides a framework to keep global warming below 2°C, pursuing efforts to limit the temperature increase to 1.5°C.
- 3.5.12. I have taken this into account in Chapter 5 below.

### **The Environment Act 2021**

- 3.5.13. The Environment Act 2021 gained Royal Assent on 9 November 2020. It provides targets, plans and policies for improving the natural environment.

### **Other Relevant Legislation**

- 3.5.14. The following legislation contains relevant provisions that must be met and to which I have had regard:
- The Town and Country Planning Act 1990 (as amended) (TCPA1990);
  - Protection of Badgers Act 1992; and
  - The Hedgerow Regulations 1997.

## **3.6. MADE DEVELOPMENT CONSENT ORDERS**

- 3.6.1. The Applicant has cited as precedent the following made DCOs:

The Drax Power (Generating Stations) Order 2019 (SI 2019/1315).  
The Silvertown Tunnel Order 2018 (SI 2018/574).  
The Cleve Hill Solar Park Order 2020 (SI 2020/547).  
The VPI Immingham Open Cycle Gas Turbine Order 2020 (SI 2020/847).  
The Riverside Energy Park Order 2020 (SI 2020/419).



The Little Crow Solar Park Order 2022 (SI 2022/436).  
The Wheelabrator Kemsley K3 Generating Station Order 2021(SI 2021/173).  
The Great Yarmouth Third River Crossing Development Consent Order 2020 (SI 2020/1075).  
The Millbrook Gas Fired Generating Station Order 2019 (SI 2019/578).  
The Hinkley Point C (Nuclear Generating Station) Order 2013 (SI 2013/648).  
The Wrexham Gas Fired Generating Station Order 2017 (SI 2017/766).  
The Meaford Gas Fired Generating Station Order 2016 (SI 2016/779).  
The Network Rail (Norton Bridge Area Improvement) Order 2014 (SI 2014/909).  
The National Grid (Hinkley Point C Connection Project) Order 2016 (SI 2016/49).  
The Lake Lothing (Lowestoft) Third Crossing Order 2020 (SI 2020/474).  
The Progress Power (Gas Fired Power Station) Order 2015 (SI 2015/1570).  
The A303 (Amesbury to Berwick Down) Development Consent Order 2020 (SI 2020/1297).  
The East Anglia Three Offshore Wind Farm Order 2017 (SI 2017/826).  
The National Grid (Kings Lynn B Power Station Connection) 2013 (SI 2013/3200).  
The Abergelli Power Gas Fired Generating Station Order 2019 (SI 2019/1268).  
The Tees Combined Cycle Power Plant Order 2019 (SI 2019/827).  
The Eggborough Gas Fired generating Station Order 2018 (SI 2018/1020).  
The Thurrock Flexible Generation Plant Development Consent Order 2022 (SI 2022/157).

3.6.2. I have had regard to all of the abovementioned orders where relevant.

### **3.7. TRANSBOUNDARY EFFECTS**

3.7.1. Under Regulation 32 of the EIA Regulations, and based on the information available from the Applicant, the Planning Inspectorate, on behalf of the SoS, expressed the view that the Proposed Development is unlikely to have a significant effect either alone or cumulatively on the environment in a European Economic Area (EEA) state [[OD-001](#)]. In reaching this conclusion consideration was given to the Proposed Development's likely impacts including consideration of potential pathways and the extent, magnitude, probability, duration, frequency and reversibility of the impacts.

3.7.2. I agree with the Planning Inspectorate's conclusion and no issues have arisen during the Examination which would indicate that the Proposed Development, if consented, would have a significant effect either alone or cumulatively on the environment in a EEA state. I am therefore content that the duties under Regulation 32 of the EIA Regulations can be satisfied by the SoSES NZ.

## **3.8. OTHER RELEVANT POLICY STATEMENTS**

### **The National Planning Policy Framework**

- 3.8.1. The National Planning Policy Framework (NPPF)<sup>4</sup> sets out the Government's planning policies for England and how these are expected to be applied. The NPPF does not contain specific policies for NSIPs.
- 3.8.2. However, it contains guidance on promoting sustainable transport; requiring good design; promoting healthier communities; conserving and enhancing the natural and historic environment; and meeting the challenges of climate change. It sets out particular issues to take into account in determining planning applications and I consider it is also an important and relevant matter to be considered as part of the determination of the application.
- 3.8.3. The Government published its proposed revisions to the NPPF in December 2022 and sought views on its proposed approach to updating the NPPF. That consultation closed on 2 March 2023. Where proposed changes are important and relevant to the determination of the application, they are identified in Chapter 5 of this report.
- 3.8.4. National Planning Practice Guidance (PPG) was first published in 2014 to replace previous guidance documents and support the application of the NPPF. It is updated on a rolling basis. Relevant PPG guidance was taken into account by the Applicant in preparing the ES. I do not consider that any changes to PPG published during the course of the Examination are important or relevant in terms of this application.
- 3.8.5. Section 5 of the PPG (Renewable and low carbon energy) provides guidance for various renewable energy generating technologies, including solar energy generation. I consider that the guidance provided is relevant to the determination of this application.

### **Written Ministerial Statement 2015**

- 3.8.6. A number of IPs referred me to the Written Ministerial Statement of the former Secretary of State for Communities and Local Government dated 25 March 2015 (WMS).
- 3.8.7. The WMS recognises the importance of solar PV as part of the UK's energy mix. However, it also acknowledges that some local communities have genuine concerns that insufficient weight has been given to protecting BMV agricultural land and the benefits of high quality agricultural land in relation to solar farms. It advises local planning authorities that, in light of these concerns, any proposal for a solar farm involving BMV agricultural land would need to be justified by the most compelling evidence.

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<sup>4</sup> 20 July 2021.

- 3.8.8. At ISH2 [[EV-012](#), [EV-013](#) and [EV-014](#)], I asked the Applicant to comment on the applicability of the WMS. In response, it explained that it did not consider the WMS was an important and relevant consideration and should not be taken into account under s105 PA2008. In the alternative, if the SoSESNZ considered it is an important and relevant matter, the Applicant's position is that no weight should be given to it on the basis that its applicability is to applications made under the TCPA1990 and that the relevant NPSs including the draft NPSs, should have greater weight given the application of section 105 of the 2008 Act. It also argues that even if some weight is given to the WMS, the Proposed Development complies with the policy regardless. The Applicant provided a detailed response setting out its position on the WMS in writing at Deadline 3. This can be found in Appendix A of [[REP3-039](#)].
- 3.8.9. At ISH2, BDC explained that they consider the WMS is a relevant matter and note that it has not been withdrawn.
- 3.8.10. At Deadline 4, BDC expanded on this point noting that the WMS was:  
"contemporary with the Braintree Local Plan 2033 which was submitted for Examination in 2017 and adopted in July 2022 following public consultation. It was one of the material considerations which shaped the formation of the Plan whose policies are referred to in the Local Impact Report".
- (Source: [[REP4-040](#)])*
- 3.8.11. The WMS is now of some age. However, it is still extant and must be seen within the existing policy context. That includes the NPS, dNPS as well as the various updates to the NPPF.
- 3.8.12. While I agree that the WMS is directed towards applications under the TCPA1990, it nevertheless sets out the Government's position on how the relevant parts of the NPPF should be applied in relation to the siting of solar farms on BMV agricultural land. There is clearly some synergy between the WMS, the NPPF, the NPS and the dNPS, and the local development plan policies - all of which seek to protect BMV agricultural land in general while recognising that a balance will need to be struck.
- 3.8.13. While I acknowledge the WMS is not a predominant consideration in the determination of the application, it nevertheless provides further context to the government's general approach to the siting of solar farms on BMV agricultural land. I also note that it was taken into account by the SoSDLUHC in a recent Appeal Decision made under the TCPA1990<sup>5</sup>.
- 3.8.14. As such, I consider it is an important and relevant consideration in the determination of this application. This is considered further in Chapter 5 below.

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<sup>5</sup> Ref: APP/C3240/W/22/3293667.

## **Noise Policy Statement for England**

3.8.15. The Noise Policy Statement for England (NPSE) seeks to clarify the underlying principles and aims in existing policy documents, legislation and guidance that relate to noise. The NPSE applies to all forms of noise, including environmental noise, neighbour noise and neighbourhood noise. The statement sets out the long-term vision of the Government's noise policy which is to:

*"promote good health and a good quality of life through the effective management of noise within the context of Government policy on sustainable development".*

3.8.16. The Explanatory Note within the NPSE provides further guidance on defining significant adverse effects and adverse effects using the concepts:

- No Observed Effect Level (NOEL) - the level below which no effect can be detected. Below this level no detectable effect on health and quality of life due to noise can be established;
- Lowest Observable Adverse Effect Level (LOAEL) - the level above which adverse effects on health and quality of life can be detected; and
- Significant Observed Adverse Effect Level (SOAEL) - the level above which significant adverse effects on health and quality of life occur.

3.8.17. When assessing the effects of the Proposed Development on noise matters, the aims of the development should firstly be to avoid noise levels above the SOAEL; and to take all reasonable steps to mitigate and minimise noise effects where development noise levels are between LOAEL and SOAEL.

3.8.18. The potential noise impacts of the Proposed Development are considered in Chapters 5 and 6 of this Report.

### **Other relevant policy**

3.8.19. Other relevant policy considered includes:

- The Energy White Paper: Powering our Net Zero Future (2020)
- The National Infrastructure Strategy (2020)
- A Green Future: Our 25-year Plan to Improve the Environment (2018)
- The British Energy Security Strategy (2022)
- Powering Up Britain (March 2023)

## **3.9. LOCAL IMPACT REPORTS**

3.9.1. Section 105 of the PA2008 states that in deciding an application the SoS must have regard to any LIR within the meaning of s60(3) of the PA2008. A LIR is a report made by a relevant local authority giving details of the likely impact of a proposed development on the authority's area (or any part of that area) that is submitted pursuant to s60 of the PA2008.

3.9.2. LIRs were submitted by BDC [[REP1b-059](#)], CCC [[REP1b-063](#)] and ECC [[REP1b-067](#)]. Each LIR provides further details on the local policy context within the relevant administrative area, a summary of which is set out in section 4.3 below. The LIRs also provides a commentary on the relevant authority's consideration of local impacts

### **3.10. THE DEVELOPMENT PLAN**

3.10.1. The legal requirement under s38(6) of the Planning and Compulsory Purchase Act 2004 to determine applications for development consent in accordance with development plan documents does not apply to NSIP applications submitted pursuant to PA2008.

3.10.2. However, given the position with the energy NPSs explained earlier in this Chapter, I consider that the development plan is a matter that is both important and relevant to the determination of this application. In reaching this conclusion, I also note that paragraph 4.1.5 of NPS EN-1 states that planning policies outside of the NPS can be relevant considerations to the SoS's decision and that these may include development plan documents or other documents in the local development framework.

3.10.3. The LIRs identify the development plan documents and local planning policies the Host Authorities consider are important and relevant to the determination of the application. These include:

#### **The Braintree District Local Plan 2013-2033**

3.10.4. The development plan for Braintree comprises of the Braintree District Local Plan 2013-2033 (BDLP). Section 1 of the BDLP was adopted on 22 February 2021 and sets out the strategic policies for North Essex. However, on 25 July 2022, following the acceptance of the application, BDC adopted Part 2 of the BDLP which contains specific local policies and proposals for development management within the district. At ISH2 [[EV-012](#), [EV-013](#) and [EV-014](#)], I asked the Applicant to update the planning statement to take account of this. An updated Planning Statement was submitted at Deadline 4 [[REP4-010](#)].

3.10.5. The relevant planning policies adopted by BDC are set out in its LIR [[REP1b-059](#)]. These include:

- Policy SP1 – Presumption in Favour of Sustainable Development
- Policy SP3 – Spatial Strategy for North Essex
- Policy SP6 – Infrastructure and Connectivity
- Policy SP7 – Place Shaping Principles
- Policy LPP1 – Development Boundaries
- Policy LPP42 – Sustainable Transport
- Policy LPP43 – Parking Provision
- Policy LPP47 – Built and Historic Environment
- Policy LPP52 – Layout and Design of Development
- Policy LPP57 – Heritage Assets and their Settings
- Policy LPP59 – Archaeological Evaluation, Excavation and Recording
- Policy LPP63 – Natural Environment and Green Infrastructure

- Policy LPP64 – Protected Sites
- Policy LPP65 – Tree Protection
- Policy LPP66 – Protection, Enhancement, Management and Monitoring of Biodiversity
- Policy LPP67 – Landscape Character and Features
- Policy LPP69 – Protected Lanes
- Policy LPP71– Climate Change
- Policy LPP70 – Protecting and Enhancing Natural resources, Minimising Pollution and Safeguarding from Hazards
- Policy LPP73 – Renewable Energy Schemes
- Policy LPP74 – Flood Risk and Surface Water Drainage
- Policy LPP76 – Sustainable Urban Drainage Systems

3.10.6. Also of relevance are the following policies of the Hatfield Peverel Neighbourhood Development Plan 2019<sup>6</sup>:

- Policy HPE1 – Natural Environment and Biodiversity
- Policy FI1 - Transport and Access
- Policy HPE6 – Flooding and SuDS
- Policy HPE5 – Protection of Landscape Setting

### **The Chelmsford Local Plan 2020**

3.10.7. The development plan for Chelmsford is the Chelmsford Local Plan 2020 (CLP). CCC have identified a number of policies in its LIR [[REP1b-063](#)] which are of particular relevance to the Proposed Development. These include:

- Strategic Policy S2 - Addressing Climate Change and Flood Risk
- Policy DM19 - Renewable and Low Carbon Energy

3.10.8. CCC also identify several other local plan policies that it considers are relevant to the determination of the application:

- Strategic Policy S3 - Conserving and Enhancing the Historic Environment
- Strategic Policy S4 - Conserving and Enhancing the Natural Environment
- Strategic Policy S7 – The Spatial Strategy
- Strategic Policy S11 - The Role of the Countryside.
- Policy DM8 - New Buildings and Structures in the Rural Area
- Policy DM10 - Change of Use (Land and Buildings) and Engineering Operations
- Policy DM13 - Designated Heritage Assets
- Policy DM14 – Non-Designated Heritage Assets
- Policy DM15 - Archaeology
- Policy DM16 - Ecology and Biodiversity
- Policy DM17 - Trees, Woodland and Landscape Features
- Policy DM18 - Flooding/ SuDS
- Policy DM23 - High Quality and Inclusive Design
- Policy DM27 - Parking Standards

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<sup>6</sup> adopted December 2019.

- Policy DM29 - Protecting Living and Working Conditions
- Policy DM30 - Contamination and Pollution

3.10.9. CCC's LIR also draws attention to its Solar Farm Development Supplementary Planning Document (SPD) which contains local guidance on preparing and submitting proposals for solar farms. It also gives guidance on how planning applications should be considered in light of national and local requirements.

**The Essex Minerals Local Plan 2014 and the adopted Essex and Southend-on-Sea Waste Local Plan 2017.**

3.10.10. The planning policy framework for minerals and waste within Essex is set out in the adopted Essex Minerals Local Plan (EMLP) 2014 and the adopted Essex and Southend-on-Sea Waste Local Plan (EWLP) 2017.

3.10.11. The policies of particular relevance identified by ECC in its LIR include:

- Policy S8 of the EMLP (Safeguarding Mineral Resources and Mineral Reserves)
- Policy 2 of the EWLP (Safeguarding Waste Management Sites and Infrastructure)

3.10.12. All three Host Authorities have identified various SPDs and guidance in their respect LIRs. These have been taken into account where relevant.

3.10.13. The Applicant has also identified the development plan documents and the policies within them which it considers are likely to be important and relevant in the determination of the application. These are set out each individual topic area chapter of the ES. Details of the Applicant's view of the conformity of the scheme with those documents can be found in the Appendix D of the Planning Statement [[REP4-010](#)].

3.10.14. The Host Authorities have confirmed in their final SoCG [[REP8-005](#)] with the Applicant that the planning policy detailed in each respective ES chapter is up-to-date and complete.

## 4. THE PLANNING ISSUES

### 4.1. MAIN ISSUES IN THE EXAMINATION

4.1.1. My initial assessment of the principal issues, based on my consideration of the application documents and RRs received, was circulated prior to the PM [[PD-004](#)]. These were discussed at the PM and kept under review throughout the Examination.

4.1.2. The main planning issues are summarised below. Matters related to CA, TP and the dDCO are considered separately in Chapters 8 and 9 below.

- **Air quality**, including the air quality impacts of the Proposed Development on those living and working nearby and the effectiveness of any proposed mitigation.
- **Battery storage technology**, including the potential safety hazards associated with it and the effectiveness of any proposed mitigation.
- **Biodiversity, ecology and the natural environment**, including the effects on legally protected species, woodland (including ancient woodland), trees and hedgerows, the effectiveness of any proposed mitigation measures and the extent to which the Proposed Development would deliver a biodiversity net gain (BNG).
- **Environmental Statement**, including the relationship between the Illustrative Concept Design and the ODP, the approach to the consideration of alternatives, the consideration of cumulative and in combination effects.
- **Historic environment**, including the effects on designated, non-designated and below ground heritage assets and the effectiveness of the proposed mitigation.
- **Landscape and visual effects**, including the suitability of the study area and the viewpoints used in the Landscape and Visual Impact Assessment, the effects on views from the PRow network, consideration of glint and glare effects and the effectiveness of the proposed visual mitigation measures.
- **Land use, agriculture and socio-economics**, including the effects on agricultural land, farming, soil quality, the economic and employment effects on the local and wider economy, impact on users of the PRow network, the living conditions/ amenity of neighbouring occupiers, the effects on human health and the impact on mineral resources.
- **Noise**, including the identification of noise sensitive receptors, noise effects during construction, operation and decommissioning and the effectiveness of the proposed mitigation.



- **Traffic and transport** including the effect on the Strategic Road Network (SRN), the effect on communities and other sensitive receptors along the construction delivery route, arrangements to regulate the interaction of the Proposed Development with the proposed A12 to A120 Widening Scheme and the effectiveness of proposed mitigation measures, including the contents and adequacy of the fCTMP and Outline Construction Environmental Management Plan.
- **Water environment**, including the adequacy of the Flood Risk Assessment and the approach to flood risk modelling, potential changes in surface and groundwater quality, ground conditions and land contamination, relationship with Environmental Permits, the Water Framework Directive and other water environment effects including surface water crossings and run-off and the effectiveness of the proposed mitigation.

4.1.3. I was mindful throughout the Examination of the importance of good design, the potential impact on human rights, equalities and the achievement of sustainable development including the mitigation of, and adaption to, climate change.

## 4.2. ISSUES ARISING IN WRITTEN SUBMISSIONS

### Relevant Representations

4.2.1. A total of 104 RRs were submitted, the majority of which were from local residents and local interest groups. The main areas of objection and concern related to matters included in the main issues set out in paragraph 4.1.2 above.

4.2.2. However, a number of key themes which were raised by multiple IPs include:

- the loss of BMV agricultural land and its implications for UK food security
- concerns related to the safety of the BESS
- the need for solar generation
- the effect on biodiversity and ecology
- the effect on heritage assets
- the effect on road safety and congestion
- landscape and visual impact
- the effect on the living conditions of occupiers of residential properties which are close, or adjacent, to the Order Limits
- noise
- consideration of alternatives and site selection
- hours of construction

### Written Representations

4.2.3. WRs were received from a number of IPs which expanded on the matters raised in RRs. These are summarised below.

- 4.2.4. Terling and Fairstead Parish Council [[REP1b-105](#)] raised a number of concerns in its WR including on matters relating to:
- the consideration of alternatives and site selection;
  - impacts on amenity and recreation (including on PRowWs);
  - lack of any permanent legacy/ community assets;
  - climate change;
  - hours of work during construction;
  - cumulative impacts with other schemes;
  - food security;
  - design;
  - loss of BMV agricultural land;
  - biodiversity and ecology;
  - landscape and visual effects;
  - noise;
  - traffic and highway safety.
  - BESS safety;
  - need; and
  - socio-economics.
- 4.2.5. Similar concerns were raised by a number of local residents in their WRs [[REP1b-071](#), [REP1b-076](#), [REP1a-003](#), [REP1b-077](#), [REP1b-079](#), [REP1b-080](#), [REP1b-081](#), [REP1b-088](#), [REP1b-090](#), [REP1b-096](#), [REP1b-097](#), [REP1b-102](#), [REP1b-103](#), [REP1b-106](#), [AS-002](#)] as well as the Solar Campaign Alliance [[REP1b-104](#)] and Campaign to Protect Rural England (CPRE) Essex [[REP1b-075](#)]. These matters are considered further in Chapters 4-9 below.
- 4.2.6. In addition, WRs were received from Professor Mike Alder raising a number of specific concerns in relation to the impacts from solar farms on ecology, biodiversity and the natural environment [[REP1a-004](#), [REP1a-006](#)], BMV agricultural land [[REP1a-007](#), [REP1a-008](#) and [REP1a-009](#)], BNG [[REP1a-005](#)], landscape and visual impact, noise and battery safety [[REP1a-010](#)]. Professor Alder's comments were expanded on at subsequent deadlines and were supported by a number of other IPs. These matters are considered further in Chapter 5 below.
- 4.2.7. NR objected to all CA powers to the extent that they affected, and may be exercised in relation to, NR's property and interests [[REP1b-070](#)]. It also objected to the powers included in the dDCO to carry out works on and/ or under operational and non-operational railway land without appropriate protective provisions (PPs) being put in place. NR confirmed in its SoCG with the Applicant [[REP7-022](#)] that appropriate protections had been agreed and included in the dDCO to protect its interests and that it had entered into a confidential framework agreement with the Applicant.
- 4.2.8. Essex Area Ramblers [[REP1b-084](#)] noted that there would be some disruption to, and visual impact from PRowWs during construction and decommissioning but that it was satisfied that the Applicant intends to mitigate these impacts as far as is practical. It also accepted that during the operational phase, all PRowWs would be reinstated with adequately wide corridors provided all the mitigation measures described in the ES

are implemented. However, it raised concerns with the ongoing visual impact during the operational stage. As noted in Chapter 1 above, the Essex Area Ramblers withdrew their objection at Deadline 3 [[REP3-060](#)].

- 4.2.9. Essex Bridleways Association were concerned to ensure that the proposed new permissive path was available to all user groups including horse riders and not just pedestrians and cyclists [[REP1b-085](#)]. Similar concerns were raised by the Essex Local Access Forum [[REP1b-086](#)] who sought to secure permanent multi-user routes, enhancements to existing PRoWs and additional safeguards in respect of the costs of decommissioning.
- 4.2.10. WRs were also received from a number of residents concerned with the impact the proposal would have on the use and enjoyment of their property [[REP1b-079](#), [REP1b-106](#) and [REP1b-087](#) and [[REP4-046](#)]. These concerns are considered further in Chapter 5 below.
- 4.2.11. Countryside Zest (Beaulieu) LLP were supportive in principle of the Proposed Development but wished to draw attention to other nearby schemes which may be affected by it or located close to the Order Limits [[REP1b-078](#)].
- 4.2.12. A WR was received from the EA [[REP1b-083](#)] which confirmed it was satisfied that flood risk modelling of the River Ter and Boreham Brook (tributary) did not need to be undertaken. It subsequently agreed a SoCG with the Applicant [[REP5-011](#)] in which it confirmed that there were no outstanding areas of disagreement between the parties.
- 4.2.13. HE noted [[REP1b-089](#)] that while the Proposed Development would be notably visual resulting in some change to the landscape as a whole, there would be limited views from many of the highly graded designated heritage assets. In relation to the other highly graded assets, the magnitude of impact is expected to be very low resulting in a minor adverse or negligible effect on their setting. In policy terms it considers any resulting harm would be less than substantial. These matters are considered further in Chapter 5 below.
- 4.2.14. Little Waltham Parish Council [[REP1b-091](#)] stated that Cranham Road was wholly inappropriate to use to access the Solar Farm Site in its current condition. It objected to the Proposed Development unless work is carried out to widen and improve it. This matter is considered further in Chapter 5 below.
- 4.2.15. NGET wished to ensure it had sufficient powers and rights of access included in the dDCO in order to be able to carry out the necessary works for the Bulls Lodge Substation Extension [[REP1b-092](#)]. They also sought to ensure sufficient protections were included in the dDCO for its benefit. NGET confirmed in its final SoCG with the Applicant submitted at Deadline 7 that there were no outstanding areas of disagreement between the parties [[REP7-021](#)].
- 4.2.16. NH noted that, having reviewed the documentation, it was satisfied that there would be no significant adverse transport implications for the SRN

once construction is complete. Its main concerns related to the construction phase of the Proposed Development and its interaction with NH's proposed A12 Chelmsford to A120 widening scheme [REP1b-094]. Although it identified a number of concerns which were outstanding at that time, it subsequently confirmed in its final SoCG with the Applicant that it was supportive of the Proposed Development and there were no outstanding areas of disagreement between the parties [REP8-003].

- 4.2.17. NE noted in its WR [REP1b-095] that it did not identify any major issues in its RRs and confirmed that it does not consider that there are any areas of remaining concern regarding nature conservation interests within their remit. It subsequently confirmed at Deadline 4 that there were no outstanding areas of disagreement between itself and the Applicant [REP4-028].

### **Oral Representations**

- 4.2.18. One OFH was held during the Examination [EV-018] and provided the opportunity for IPs to make oral submissions on matters not covered in ISH1, ISH2 or the CAH. In total, 2 speakers made submissions with points raised reflecting the issues already outlined above. Particular concerns related to the undergrounding of cables and associated disruption, the routing of construction vehicles through Boreham, the effect of noise during construction and operation on adjoining properties and the timing of highway works. The matters raised are addressed in the sections and chapters that follow below.

## **4.3. ISSUES ARISING IN LOCAL IMPACT REPORTS**

### *Braintree District Council*

- 4.3.1. BDC noted in its LIR [REP1b-059] that the BDLP is generally supportive of the general principle of renewable energy schemes and actively encourages them where the benefits outweigh the harms. It also stated that it considered the general principle of the Proposed Development is in accordance with the BDLP, subject to detailed consideration of its potential impacts.
- 4.3.2. In relation to specific impacts, BDC noted that:
- a comprehensive assessment of air quality effects had been undertaken and, subject to controls being put in place to limit dust levels, no significant adverse effects have been identified;
  - further information was required on vegetation removal during construction and additional surveys on the presence of Hazel Dormice within the Boreham Road Gravel Pits Local Wildlife Site (LoWS) but, subject to this, it considered there was sufficient information to conclude that there would be no potential for significant effects on non-statutory locally designated wildlife sites;
  - ancient woodland and veteran trees would be protected and that the Proposed Development would accord with local policy requirements in this regard;

- reasonable avoidance measures should be implemented for great crested newt as well as reptiles, given that there is evidence of their presence within the Order Limits;
- the Outline Landscape and Ecology Management Plan (oLEMP) [[REP7-016](#)] should include a 40-year work schedule to deliver the ongoing aims and objectives of the BNG Assessment, as well as outlining who would be responsible for the habitat implementation and aftercare;
- biodiversity has played a key role in the development of the scheme and that it was supportive of the conclusions of the Applicant's BNG report. However, it sought further clarification on the loss of Lowland Mixed Deciduous Woodland Priority Habitats and the compensation proposed;
- an Arboricultural Impact Statement should be commissioned in view of the site's close proximity to ancient woodland and other important trees;
- numerous heritage assets would be affected by the Proposed Development and specific concerns were raised in relation to the appropriateness of mitigation at Sparrows Farm/ Little Russells and Rolls Farm. It noted that while overall the harm to heritage assets may be low in EIA terms, it would nevertheless result in less than substantial harm to a number of designated heritage assets. These matters are considered further in Chapter 5 below.
- there is a comprehensive assessment of noise and vibration matters. Subject to controls being put in place to limit noise and dust levels and employment of BPM, it considers the Proposed Development would comply with local policy;
- while overall compliance and acceptability in terms of highway safety is a matter for the relevant statutory Highway Authorities, it considers the Applicant's Transport Assessment is thorough and, provided the routing of construction vehicles is secured with certainty to avoid the Protected Lanes, then it would comply with the requirements of local planning policy;
- while the Proposed Development would not generate any significant waste during its proposed operational period, the disposal of a very large number of PV panels at the decommissioning state does represent a substantial challenge. It raised concerns in relation to the limited information on how the PV panels would be disposed of and whether they are likely to be able to be recycled. It also raised concerns with the lack of information on funding of decommissioning;
- it did not consider the Proposed Development was compliant with local policy insofar as it would result in the significant loss of BMV agricultural land during the 40-year operational period. While it noted that this is considered temporary by the Applicant, BDC considered it a significant period of time during which the land would not be able to produce crops;
- while the Applicant's Glint and Glare Assessment (ES Appendix 10G [[APP-087](#)]) appeared to be thorough, BDC noted that it did not have the expertise to make a technical assessment. BDC subsequently commissioned an independent assessment on glint and glare with the other Host Authorities. This is reported on in Chapter 5 below; and
- it had commissioned a joint expert landscape consultant with ECC and CCC to assess the likely landscape impact. Along with the other Host

Authorities, it identified a number of areas of concern including the impact on Protected Lanes and the Ter Valley North Local Landscape Character Area (LLCA). It considered the proposals would be in conflict with its Protected Lanes policy (BDLP Policy LPP69).

4.3.3. Overall, BDC conclude that the dDCO, along with its supporting documentation, would ensure that the local impacts of the Proposed Development are acceptable and would either accord with the BDLP or where a policy conflict is identified, the local impact would be minimised.

4.3.4. The final SoCG between the Applicant and the Host Authorities [[REP8-005](#)] confirms that at the close of the Examination, the areas of disagreement between BDC and the Applicant had narrowed further. The outstanding areas of disagreement relate to:

- (i) a difference in professional judgement in the level of effect resulting from the development of PDA1 on the character of the Ter Valley North LLCA and views from the Essex Way public footpath (Viewpoint (VP) 45);
- (ii) the appropriateness of mitigation at Sparrows Farm/ Little Russells and Rolls Farm; and
- (iii) the drafting of the dDCO.

These matters are considered further in Chapters 5, 7 and 9 below.

#### *Chelmsford City Council*

4.3.5. CCC, in its LIR [[REP1b-063](#)] states that it supports the development of solar energy in principle provided that there are no significant adverse environmental impacts that cannot be appropriately managed and/ or mitigated through the DCO process.

4.3.6. It identified the following main areas of concern:

- Landscape character and visual amenity
- Natural environment and loss of agricultural land
- Historic environment
- Residential living environment for nearby occupiers
- Noise and vibration
- Air quality
- Ground contamination
- Traffic and highway safety
- Flooding and drainage
- Socio economics

4.3.7. In summary, it noted that:

- the Proposed Development is not expected to lead to any significant adverse residual effects on ecology, trees or biodiversity and has been designed to avoid impacts to important habitats. Significant biodiversity enhancements would be created through planting and appropriate management of habitats. CCC considered that the

Proposed Development would deliver significant ecological and environmental improvements via the oLEMP and that it would comply with local planning policies for the area;

- one of the CCC's main areas of concern was to ensure that the Proposed Development did not have an unacceptable visual impact and would not harmfully affect the character and appearance of the area. In conjunction with the other Host Authorities, CCC considered there was a difference in professional judgement between itself and the Applicant on the significance of effect resulting from the development of PDA1 on the character of the Ter Valley North LLCA and in views from the Essex Way public footpath (VP45);
- it did not consider the Proposed Development would have a significant adverse effect on cultural heritage so as to warrant a specific objection on this ground. However, concerns were raised regarding the level of harm identified in the assessment for Stocks Farm, The Thatched Cottage, Stocks Cottages, Little Holts and Whalebone Cottages and the landscaping and offset proposed to mitigate the impacts. Concerns were also raised regarding the level of significance afforded to Whitehouse Farm and Birds Farm, and the mitigation proposed for impacts to the setting of Noakes Lane (a Protected Lane) and Noakes Barn;
- the Proposed Development would lead to the loss of a significant amount of BMV agricultural land which could not be mitigated or offset elsewhere. CCC consider this weighs against the proposal as both national and local policies seek to protect this finite resource. However, when considered in its wider context, CCC conclude that the benefits of the scheme outweigh the loss.
- the Proposed Development would result in a clear and noticeable change in the residential living environment for those residents living immediately adjacent to the Order Limits. However, it considers that any perceived and direct effects can be mitigated and on balance, it considers the proposal would not have a significant adverse effect on the living conditions of local residents.
- the proposal is not expected to lead to any significant residual effects in relation to noise, vibration, air quality, contamination flood risk, highway safety, human health, battery safety and would not result in adverse socio-economic effects.

4.3.8. Overall, it concludes that there is a recognised need and support for renewable energy technology and the Proposed Development would not lead to significant adverse harm that cannot be mitigated. While it recognises the Proposed Development would have an adverse impact on the surrounding landscape and heritage assets, it considers it would nevertheless be in accordance with the adopted local plan and its Solar Farm Development SPD.

4.3.9. The final SoCG between the Applicant and the Host Authorities [[REP8-005](#)] confirms that the outstanding areas of disagreement between CCC and the Applicant at the close of the Examination relate to:

- (i) a difference in professional judgement in the level of effect resulting from the development of PDA1 on the character of

the Ter Valley North LLCA and views from the Essex Way public footpath (VP45);

- (ii) the assessment of impacts on, and mitigation proposed in relation to, Stocks Farm, the Thatched Cottage, Stocks Cottages, Little Holts, Whalebone Cottages and Noakes Farm Lane; and
- (iii) drafting points in relation to the dDCO.

These matters are considered further in Chapters 5, 7 and 9 below.

### **Essex County Council**

- 4.3.10. ECC, in its LIR [[REP1b-067](#)], considered that the Proposed Development would make a direct contribution to the provision of low carbon generating capacity which it noted is urgently needed in order to meet the Government's objectives for the development of a secure, affordable and low carbon energy system.
- 4.3.11. While overall it concluded that the application and supporting documents would ensure that local impacts were acceptable and in accordance with local development plans and other relevant local policies, it raised a number of areas of concern and sought clarification on a number of matters. These are summarised below.
- 4.3.12. ECC sought clarification on highway and transportation matters but identified no conflict with local development plan policies in this respect. It did however raise some concerns regarding glint and glare and the effect on highway users. These matters are considered further in Chapter 5 below.
- 4.3.13. ECC also recognised that the Proposed Development would result in negative effects on the recreational amenity of users of the PRow network within the Order Limits during construction, operational and decommissioning. In particular, it noted the visual impact that would be experienced by users as well as drawing attention to the lack of any permanent PRow enhancements which it considered was contrary to the Essex Rights of Way Improvement Plan and paragraph 100 of the NPPF. These matters are considered further in Chapter 5 below.
- 4.3.14. ECC raised a number of concerns in relation to the loss of an area of land allocated for mineral extraction. While it accepted that prior extraction is neither required nor practical, it drew attention to the fact that the area of land identified for the Bulls Lodge Substation Extension was located in an area where mineral extraction has been permitted through the Park Farm Planning Permission. As such, it considers the Proposed Development would be in conflict with Policy S8 of the EMLP. This matter was discussed at ISH2 and is considered further in Chapter 5 below.
- 4.3.15. ECC also raised concerns with the lack of an outline Written Scheme of Archaeological Investigation (WSI). ECC subsequently agreed an overarching WSI with the Applicant and the final SoCG submitted at



Deadline 8 [[REP8-005](#)] confirms that there are no matters of disagreement between the parties in relation to archaeology.

- 4.3.16. ECC recognised that there would be some positive economic impacts during construction but sought to ensure that job opportunities and local upskilling were maximised.
- 4.3.17. Overall, ECC concluded that, subject to the resolution of its concerns and other matters of clarification, the application documents would ensure that local impacts are acceptable and in accordance with the development plan.
- 4.3.18. The SoCG between the Applicant and the Host Authorities [[REP8-005](#)] confirms that, at the close of the Examination, the outstanding areas of disagreement between ECC and the Applicant had narrowed significantly. The remaining areas where agreement could not be reached relate to:
- (iv) a difference in professional judgement in the level of effect resulting from the development of PDA1 on the character of the Ter Valley North LLCA 03, views from the Essex Way public footpath (VP45);
  - (v) the effect of the Proposed Development on mineral resources; and
  - (vi) drafting points in relation to the dDCO.

These matters are considered further in Chapters 5, 7 and 9 below.

#### **Conclusion on LIR Issues**

- 4.3.19. I have considered all issues arising from the three LIRs. In doing so, I have been mindful that the main areas of disagreement between the Applicant and the Host Authorities at the close of the Examination were in relation to landscape and visual effects, the effect on the setting of heritage assets, the effect on mineral resources and drafting points in relation to the dDCO.
- 4.3.20. These matters are addressed in detail in Chapters 5, 7 and 9 of this Report.

## **4.4. CONFORMITY WITH THE NATIONAL POLICY STATEMENTS**

- 4.4.1. Chapter 3 sets out my consideration of the applicability of the designated NPSs and makes clear that I consider NPS EN-1 and NPS EN-5 are important and relevant matters for consideration. In addition, I am mindful that it is the Government's stated intention to increase solar PV electricity generation as part of its approach to meeting its net zero commitments.
- 4.4.2. In so far as the Government's stated policy for providing for replacement and/ or additional energy generating capacity and the transition towards

net zero energy generation is concerned, I consider there is no inconsistency between the Proposed Development and the general policy towards renewable energy generation as set out in NPS EN-1, NPS EN-5, dNPS EN-1, dNPS EN-3 and dNPS EN-5.

4.4.3. Consideration for the individual planning issues, including the principle of development, can be found in Chapter 5 below.

## **4.5. CONFORMITY WITH THE DEVELOPMENT PLANS**

4.5.1. Details of the relevant development plan policies for the Host Authorities' respective areas are set out in Chapter 3 above. These have been taken into account in the chapters that follow as part of my consideration of the main planning issues.

4.5.2. Where conflicts are found to exist with those development plan policies, they are identified in my conclusions on the individual planning issues considered in Chapter 5. The weight I consider should be afforded to them is considered in Chapter 7 below.

4.5.3. However, I note that BDC, CCC and ECC all conclude (in their respective LIRs) that the dDCO, along with its supporting documentation, would ensure that the local impacts of the Proposed Development are acceptable and would either accord with Local Policy or, where a policy conflict is identified, the local impact would be minimised.

## **4.6. APPLICATION OF OTHER POLICIES**

### **Other relevant policy**

4.6.1. Other relevant policy considered includes:

#### **A Green Future: Our 25-year Plan to Improve the Environment (2018)**

4.6.2. A Green Future: Our 25-year Plan to Improve the Environment is a long-term strategy for protecting and improving the environment. The plan sets out four key goals: to protect and enhance natural habitats, to create cleaner air and water, to reduce the risk of harm from environmental hazards, and to use resources efficiently and reduce waste.

4.6.3. To achieve these goals, the plan outlines a range of specific measures and targets, including expanding and enhancing the country's network of protected natural areas, investing in sustainable agriculture and fisheries, and promoting the use of electric vehicles. The plan also emphasizes the importance of reducing plastic waste, improving water quality, and reducing greenhouse gas emissions.

4.6.4. Additionally, the plan highlights the importance of transitioning to a low-carbon economy and investing in renewable energy sources like wind and solar.

### **The Energy White Paper: Powering our Net Zero Future (2020)**

- 4.6.5. The Energy White Paper: Powering our Net Zero future (2020) outlines the Government's plans to achieve a net-zero carbon emissions economy by 2050. The paper sets out several key goals, including increasing offshore wind capacity to 40GW by 2030, supporting the development of new nuclear power plants, investing in carbon capture and storage technology, and promoting the use of low-carbon alternatives like electric and hydrogen-powered vehicles.
- 4.6.6. Additionally, the paper highlights the need to upgrade the country's energy infrastructure to make it more flexible, efficient, and resilient, which will be achieved through increased investment and the development of new energy storage technologies.

### **The British Energy Security Strategy**

- 4.6.7. On 7 April 2022, the UK Government published its British Energy Security Strategy in response to concern over the security, affordability, and sustainability of the UK's energy supply. The strategy proposes to accelerate the UK towards a low-carbon, energy independent future.
- 4.6.8. It focuses on expanding domestic UK energy supply and, amongst other things, supports an increase in solar generation particularly where it is co located with other functions including storage.

### **Powering Up Britain (March 2023)**

- 4.6.9. Published in March 2023, following the close of the Examination, this provides the Government's blueprint for the future of energy in the UK. It explains how the UK will diversify, decarbonise and domesticate energy production by investing in renewables and nuclear to power Britain from Britain.
- 4.6.10. It recognises the role of solar in achieving this and sets a goal to increase solar generation fivefold by 2035, recognising that ground mounted solar is one of the cheapest forms of electricity generation and is readily deployable at scale. It also confirms that the Government will not be making changes to categories of agricultural land in ways that might constrain solar development.

### **Updated Draft NPS (March 2023)**

- 4.6.11. As noted in Chapter 3 above, following the close of the Examination, the Government published its response to the consultation comments on the dNPS. It reiterates the Governments' commitment to increasing solar generation and acknowledges that the UK will need to see increased deployment of solar at all scales. It also encourages co-location alongside battery storage.
- 4.6.12. The consultation response also proposes a number of material updates to the dNPS, as a result of which, the Government has published revised

versions and is undertaking further, targeted consultation on its proposed changes.

- 4.6.13. During the Examination, the Proposed Development was considered against the original dNPS published in 2021 and I am mindful that IPs have not been given an opportunity to comment on the revised versions. As such, which I have had regard to the updated dNPS published in March 2023, my consideration of the Proposed Development's compliance with the dNPS is undertaken against the earlier, 2021 versions.

### **The NPPF and PPG**

- 4.6.14. The NPPF contains the Government's planning policies for England and sets out how it considers planning applications for planning permission under the Town and Country Planning Act 1990 (TCPA1990) should be determined. The PPG provides complementary guidance with respect to the policies contained in the NPPF.
- 4.6.15. There are a number of paragraphs in the NPPF and PPG that I consider are important and relevant to the determination of this application. Furthermore, as I have made clear in Chapter 3 above, I also consider the WMS to be important and relevant in so far as it provides further guidance on the use of BMV agricultural land for solar developments. These are referred to in the relevant sections of Chapter 5 below.
- 4.6.16. However, at this point it is necessary to record that, subject to my detailed consideration of the application in Chapters 5 -10 below, I consider there is no inconsistency between the NPPF's general support for renewable energy and the Proposed Development in principle.

## **4.7. ENVIRONMENTAL IMPACT ASSESSMENT**

- 4.7.1. As recorded in Chapter 1 above, and for the reasons set out there, the application is EIA development. An ES accompanied the application [[APP-032 – APP-198](#)] and minor updates were made during the Examination. These are identified in the Guide to the Application [[REP8-002](#)] and were generally made in response to my questions and/ or representations made by IPs.
- 4.7.2. ES Chapter 5 (EIA Methodology) [[APP-037](#)] sets out the methodology used. Its objective is to identify and evaluate the likely significant effects of the Proposed Development on the environment and identify measures to mitigate or manage any likely significant adverse effects.
- 4.7.3. My assessment of the Proposed Development undertaken in Chapter 5 of this report will report on the environmental effects from the identified stages as set out in the ES listed. The remainder of this section details the Applicant's 'Rochdale Envelope' approach and my conclusions in respect of it.

## **Rochdale Envelope**

4.7.4. As noted in Chapter 2 above, the Applicant has not included a maximum limit on generating capacity in the dDCO explaining that total generation capacity is linked to the size of the site and the Grid Connection offer that the Applicant has received and accepted (500MW). This would allow it to take advantage of future technologies and innovation to make the Proposed Development as efficient as possible.

4.7.5. This accords with dNPS EN-3 which advises that installed export capacity should not be seen as an appropriate tool to constrain the impacts of a solar farm. Instead, it indicates that Applicants should use other measurements, such as panel size, total area and percentage of ground cover to set the maximum extent of development when determining the planning impacts of an application. A similar approach was adopted in both the Cleve Hill Solar Park Order 2020 and the Little Crow Solar Park Order 2022.

4.7.6. However, the Applicant explains that:

*“a number of [other] elements of detailed design for the Scheme cannot be confirmed until the tendering process for the design and construction of the Scheme has been completed. For example, due to the rapid pace of technological development in the solar photovoltaic (PV) and energy storage industry, the Scheme could utilise technology which does not currently exist and therefore sufficient flexibility needs to be incorporated into the application.”*

(Source: ES Chapter 2 Paragraph 2.4.1 [[REPb1-011](#)])

4.7.7. To address this, a ‘Rochdale Envelope’ approach has been used which assesses the maximum (and where relevant, the minimum) parameters of the Proposed Development. This is a common approach adopted in energy generation projects where a degree of flexibility is required. The principles and justification for this approach are set out in section 5.2 of ES Chapter 5: EIA Methodology [[APP-037](#)].

### *Outline Design Principles*

4.7.8. A set of ODP [[REP6-007](#)] have been established which allow for flexibility in the design and form the limits within which the Proposed Development can be built and operated. These design principles correspond to the physical areas set out in the works plans [[REP3-003](#) and [REP3-004](#)] and are secured in Requirement 7 of the dDCO [[REP8-009](#)].

### *Illustrative Concept Design*

4.7.9. In addition, an Illustrative Concept Design (ICD) (ES Figure 2-5) [[REP6-029](#)] has been created to provide a visual representation of an illustrative example of a scheme that *could* be constructed within the ODP parameters. This has been used for topics where a specific level of detail is required to enable a robust assessment to be undertaken.

- 4.7.10. The quantity and sizing of equipment shown in the ICD is captured in ES Appendix 2A (Concept Design Appendix) [[REP6-005](#)] (CDA).
- 4.7.11. The Applicant explains that together the ICD and CDA present:  
“...an illustrative example of what could be built under the Design Principles, within the bounds of the [ODP] and Work Plans”.
- (Source ES Chapter 2, Paragraph 2.4.5 [[REP1b-011](#)]).
- 4.7.12. However, in some cases the ICD includes ‘indicative’ design details, rather than maximum parameters. For example, the number of PV panels in the ICD is an indicative number rather than a maximum number, as the ODP controls the maximum total surface area of all PV panels. This, the Applicant explains, is because the surface area of an individual PV Panel and number of them does not have the potential to change the likely significant effects of the Proposed Development, whereas the maximum total surface area of all PV panels does. As a result, it is the total surface area of PV panels that is used to inform the ES assessments and not the number of PV panels needed to achieve that.
- 4.7.13. Table 5-1 of ES Chapter 5 (EIA Methodology) [[APP-037](#)] provides details on the assessment parameters for each individual topic area and explains why the Applicant considers the approach adopted has addressed the likely significant effects of the Proposed Development. Further justification is also provided within the individual ES chapters.
- 4.7.14. However, for all topics, the worst-case parameter as set out in the ODP has been assessed.

### **Examination**

- 4.7.15. During the Examination, I questioned the extent to which the Applicant’s approach could result in an order granting development consent beyond what had been assessed in the ES. I also explored the relationship between the ICD and the OCD, including matters in relation to the arrangement of the battery cubes, maximum height of apparatus, foundations and cable trench dimensions [[PD-007](#), [PD-014](#)].
- 4.7.16. I also sought further information on the lithium-ion cube arrangement for the BESS units and why their specific dimensions had not been included in the ODP.
- 4.7.17. Minor amendments were made to the ODP during the Examination to ensure that all maximum parameters were captured. However, the Applicant stated that it did not consider the height of individual components (e.g the lithium-ion cubes, transformer or inverter), within a pre-defined works area was an important factor to be considered in an EIA, provided a maximum or ceiling height has been assessed. This approach would enable the Applicant to retain flexibility to move equipment around or use equipment from different manufacturers. The Applicant also confirmed that a maximum height of 4.5m had been used in the ES.

- 4.7.18. I also drew the Applicant's attention to Schedule 1, Part 2, Para 2(2)(c) of the Cleve Hill Solar Park Order 2020 which was intended to prevent any potential for project expansion beyond what had been assessed in the ES for that project. I queried whether a similar provision should be included in the dDCO.
- 4.7.19. In response, the Applicant stated that it did not consider such a provision was necessary (and could unnecessarily complicate the process of discharging the requirements for the relevant planning authorities) [REP1-042]. It explained how the ES has assessed the likely significant effects of the Proposed Development against the maximum parameters permitted within the ODP envelope.
- 4.7.20. A final ODP was submitted at Deadline 6 [REP6-007]. Requirement 7 of the dDCO ensures that the detailed design of the Proposed Development must accord with the ODP, a copy of which would be included as a certified document listed in Schedule 13.

#### **ExA's conclusions on the ODP and ICD/Rochdale Envelope**

- 4.7.21. Having considered this matter carefully, I note that the assessment of likely significant effects has been undertaken against the maximum parameters set out in the ODP. Furthermore, I note the various controls secured in the dDCO including compliance with the ODP, the works plans, other requirements and management plans. Together, these ensure that any scheme developed would be no worse than those assessed in the ES.
- 4.7.22. Moreover, I note that in seeking any consent or approval under the Requirements, the Applicant must include a statement confirming whether it is likely that the subject matter of the application will give rise to any materially new or materially different environmental effects compared to those in the ES, and if so, what those effects are. This provides an additional safeguard against project expansion beyond what has been assessed in the ES.
- 4.7.23. On balance, I find the approach adopted by the Applicant to be robust and consider that it has fully assessed the likely significant effects of the Proposed Development in the ES. I am also satisfied that the dDCO contains suitable provisions to guard against project expansion and that additional safeguards are not necessary.

### **4.8. HABITATS REGULATIONS ASSESMENT**

- 4.8.1. The Proposed Development is one that gives rise to the potential for likely significant effects on European sites and hence is subject to HRA. A separate record of considerations relevant to HRA is set out in Chapter 6 of this Report.
- 4.8.2. However, at this point it is necessary to record that I have considered all documentation relevant to HRA and have taken it into account in the conclusions reached in Chapter 5 and 7 below. Further, project design and mitigation proposals included in the ES and secured in the dDCO have been fully considered for HRA purposes.

- 4.8.3. Overall, I am satisfied that the HRA evidence submitted with the application and during the course of the Examination provides an adequate basis on which the SoSESNZ, as the competent authority, can take a decision in compliance with the Habitats Regulations.



## **5. FINDINGS AND CONCLUSIONS IN RELATION TO THE PLANNING ISSUES**

### **5.1. INTRODUCTION**

- 5.1.1. This chapter sets out my findings and conclusions in relation to the main planning issues and environmental impacts of the Proposed Development identified in Chapter 4 above.

### **5.2. PRINCIPLE OF DEVELOPMENT**

#### **Introduction**

- 5.2.1. The application falls to be determined within the criteria set out in s105 of the PA2008. For the reasons I have already set out in Chapter 3 above, I consider that NPS EN-1 and NPS EN-5 and their intended application to large scale energy projects are important and relevant matters in the consideration of the Principle of Development. For similar reasons, I consider the dNPS EN-1, dNPS EN-3 and dNPS EN-5 are also important and relevant considerations in deciding whether the Proposed Development is acceptable in principle.
- 5.2.2. Other relevant decision making policies which are important and relevant to the principle of development include the NPPF, the PPG and the local development plans of the Host Authorities. These are considered further below.

#### **National Policy Statements**

##### **Need**

##### *NPS EN-1*

- 5.2.3. NPS EN-1 sets out the case for both the need and urgency for new energy infrastructure to be consented and built as soon as possible. Notwithstanding the exclusion of solar from its coverage/ scope, it makes clear that applications for development consent for the types of infrastructure covered should be assessed on the presumption that there is a need for those types of infrastructure. It also advises that substantial weight is to be given to the contribution which projects would make towards satisfying this need when considering applications under the PA2008.
- 5.2.4. NPS EN-1 also notes that it is for industry to propose new energy infrastructure projects within the strategic framework set by Government, and planning policy should not set targets for, or limits on, different technologies.
- 5.2.5. It also recognises that there are a number of technologies which can be used to compensate for the intermittency of renewable generation, such as electricity storage. It points to the likelihood that increasing reliance on renewables will mean that we need more total electricity capacity than

we have now, with a larger proportion being built only or mainly to perform back-up functions.

5.2.6. Given the level and urgency of the identified need, it advises that the consideration of applications for development consent should start with a presumption in favour of granting consent unless more specific and relevant policies in the related NPSs and/ or any other matters that the decision maker thinks are both important and relevant to the decision clearly indicate that consent should be refused.

5.2.7. Guidance is also given on the importance of a grid connection noting that while it is for an Applicant to ensure that there will be the necessary infrastructure and capacity within a transmission or distribution network to accommodate the electricity generated, the SoS will need to be satisfied that there is no obvious reason why a grid connection would not be possible.

#### *NPS EN-5*

5.2.8. NPS EN-5 supplements NPS EN-1 and relates to electricity networks infrastructure. It covers the long-distance transmission system (400kV and 275kV lines) and the lower voltage distribution system (132kV to 230V lines from transmission substations to the end-user) and associated infrastructure.

5.2.9. A new substation and extension to the existing Bulls Lodge Substation (Work No. 5) together with a cable connection also form part of the Proposed Development. This would provide the electrical connection point to the National Grid and facilitate the import and export of electricity to and from the proposed Solar Farm Site. These elements of the Proposed Development, as associated development forming part of the Proposed Development, would come within the scope of NPS EN-5.

5.2.10. The remainder of NPS EN-5 is largely concerned with electricity network infrastructure comprising transmission systems and associated infrastructure.

5.2.11. Similar provisions can be found in dNPS EN-5.

#### *Draft NPS EN-1*

5.2.12. The general principles set out in NPS EN-1 are relevant to all energy infrastructure and are carried forward into dNPS EN-1 which notes that there is an urgent need for new electricity generating capacity and that:

*"...a secure, reliable, affordable, Net Zero consistent system in 2050 is likely to be composed predominantly of wind and solar".*

*(Source: dNPS EN-1)*

5.2.13. Furthermore, it recognises the strategic importance of solar generation in the UK's energy generation mix noting the requirement for sustained growth in the capacity of solar generation in the next decade. It goes

further than NPS EN-1 and explicitly includes solar generation within its scope, recognising the urgent need for such technology and the contribution it can make to achieving net zero, providing security of supply and an affordable, reliable system.

- 5.2.14. Moreover, dNPS EN-1 recognises the increased flexibility provided by new electricity storage and its role in achieving net zero. In particular, it notes its ability to help maximise the useable output from intermittent low carbon generation, including solar, and to provide balancing services to the grid.

*Draft NPS EN-3*

- 5.2.15. Unlike NPS EN-3, dNPS EN-3 covers solar PV generation above 50MW and includes a new section setting out detailed policy considerations for this type of generating technology. In summary, it recognises the Government's commitment to sustained growth in this area as well as the benefits of solar generation including in terms of cost and speed of delivery.
- 5.2.16. While acknowledging the scale of development involved will inevitably have impacts, particularly if sited in rural areas, it lists the key considerations involved in the siting of solar farms including irradiance and site topography, proximity to dwellings, capacity and the importance of a grid connection on the commercial feasibility of a development proposal.
- 5.2.17. It also provides advice on the key technical considerations including in terms of land use, biodiversity and nature conservation, water management, residential amenity, cultural heritage and traffic and transport impacts. These matters are considered further in the individual planning issues set out below.

**Alternatives and Site Selection**

- 5.2.18. NPS EN-1 does not contain any general requirement to consider alternatives or to establish whether the proposed project represents the best option. However, applicants are required to include in their ES information about the main alternatives they have studied and include an indication of the main reasons for the choice made, taking into account the environmental, social and economic effects including technical and commercial feasibility. Furthermore, paragraph 4.4.3 of NPS EN-1 advises that given the need for new energy infrastructure, the consideration of alternatives should be carried out in a proportionate manner.
- 5.2.19. This is reiterated in dNPS EN-1 which indicates that the consideration of alternatives should be carried out in a proportionate manner, and that the SoS should only consider those alternatives that can meet the objective need for the proposed development and have a realistic prospect of delivering the same capacity in the same timescale.

- 5.2.20. Furthermore, it advises that the SoS should not refuse an application because there would be fewer adverse impacts from developing similar infrastructure on another suitable site. In addition, it makes clear that alternatives not considered by the Applicant should only be considered to the extent that the SoS considers them to be both important and relevant to the decision.
- 5.2.21. Furthermore, it also indicates that where an alternative is first put forward by a third party after an application has been made, the SoS may place the onus on the person proposing the alternative to provide the evidence for its suitability and the SoS should not necessarily expect the applicant to have assessed it.

### **National Planning Policy Framework**

- 5.2.22. Chapter 14 of the NPPF indicates that the planning system should support the transition to a low carbon future in a changing climate, taking full account of flood risk and coastal change.
- 5.2.23. Paragraph 158 advises that when determining planning applications for renewable and low carbon development, local planning authorities should not require applicants to demonstrate the overall need for renewable or low carbon energy; and should approve the application if its impacts are (or can be made) acceptable.
- 5.2.24. Furthermore, the PPG makes clear that while there are planning considerations that relate to large scale solar farms<sup>7</sup>, increasing the amount of energy from renewable sources, including solar, will help ensure the UK has a secure energy supply, will reduce greenhouse gas emissions, slow down climate change and stimulate investment in new jobs and businesses<sup>8</sup>.

### **Local Development Plans**

- 5.2.25. BDLP Policy LPP71 (Climate Change) supports the move to a low carbon future and encourages new development in locations and ways that reduce greenhouse gas emissions and increase renewable energy provision. It makes clear that BDC will support the provision of low carbon energy sources and technologies subject to detailed consideration of their environmental and social impacts.
- 5.2.26. Likewise, BDLP Policy LPP73 encourages proposals for renewable energy generation where the benefit in terms of low carbon generating potential outweighs the resultant harm. It sets out a number of criteria against which proposals will be assessed including its impact on natural landscape and other natural assets, landscape character, nature conservation, BMV agricultural land, heritage assets, PRoWs, the water environment and residential amenity.

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<sup>7</sup> PPG, Paragraph 013 Reference ID: 5-013-20150327.

<sup>8</sup> PPG, Paragraph 001 Reference ID: 5-001-20140306.

- 5.2.27. Furthermore, CLP Strategic Policy S2 (Climate Change and Flood Risk) makes clear that CCC will seek to mitigate and adapt to climate change by encouraging development that will, amongst other things, reduce greenhouse gas emissions and provide opportunities for renewable and low carbon energy generation.
- 5.2.28. CLP Policy DM19 (Renewable and Low Carbon Energy) supports renewable and low carbon energy development subject to a number of defined criteria which aim to ensure any unacceptable environmental and social impacts are minimised.

### **The Applicant's Case**

- 5.2.29. The Applicant's case for the need for the Proposed Development is set out in its Statement of Need [[APP-203](#)]. It recognises that solar generation is not specifically referred to in NPS EN-1 but acknowledges that it is an important and relevant matter to which the SoSESNZ should have regard when determining the application.
- 5.2.30. In summary, it argues that in view of the urgent need identified by both the designated and dNPSs, significant weight should be attributed to the contribution the scheme would make to meeting that need.
- 5.2.31. It explains that the case for need is built upon the contribution of the Proposed Development to three important national policy aims, namely:
- Net zero and the importance of deploying zero carbon generation assets at scale;
  - Security of supply; and
  - Affordability.
- 5.2.32. Furthermore, it notes that large scale solar is now technically and economically feasible and has an important contribution to make in achieving net zero, also noting that integration technologies will play an essential role in the decarbonisation of the energy system.
- 5.2.33. The Applicant also draws attention to the emerging dNPSs which it considers are consistent in approach, and 'transformational in enabling [a] transition to a low carbon economy' [[APP-203](#), Paragraph 3.3.1] and argues that solar technology is an essential element of the future generation mix. It considers more large scale solar parks will be required for the UK to meet its Net Zero commitments and points to both the cost and speed of large scale solar when compared to other types of generation, noting that it will be an important element to deliver decarbonisation of the UK's electricity sector. It argues that solar generation contributes to improved stability and can play an important role in providing resilience to the system.
- 5.2.34. Figure 11-6 of the Applicant's Statement of Need [[APP-203](#)] provides a comparison of different sized schemes against a single large scale scheme and identifies a number of advantages of large scale solar. It indicates that where opportunities exist, larger single schemes can bring

about greater decarbonisation and economic benefits than a combination of smaller, independent schemes of equivalent installed capacity.

5.2.35. Overall, taking into account the grid connection and the need to make full and efficient use of available capacity, all environmental impacts, policy and legislative requirements including in relation to compulsory acquisition powers, use of BMV agricultural land and the need for renewable energy, the Applicant concludes that the other areas of land identified would not offer the same benefits of the proposed Solar Farm Site whilst avoiding both any adverse effects resulting from it, and the introduction of new adverse effects.

5.2.36. In summary, the Applicant considers the need for the Proposed Development is clearly demonstrated and will deliver large amounts of cheap, low carbon power, in a more timely manner than other technologies. It considers this meaningful and timely contribution will offer increased security of supply, lower costs for consumers and represents a highly suitable solution for the efficient delivery of solar at scale.

5.2.37. The Applicant concludes that:

*"a significant capacity of low-carbon solar generation is urgently needed in the UK, and that developing the Scheme as proposed will be an essential near-term step in meeting that urgent need and the government objectives of delivering sustainable development to enable decarbonisation. By doing so, the Scheme will contribute to addressing the climate change emergency that affects everyone's lives and the environment, by ensuring our energy supply is secure, low-carbon and low-cost. The [Proposed Development's] contribution to addressing the need for new renewable energy should be afforded significant weight when the Secretary of State considers matters which are important and relevant in his decision making process."*

*(Source: Applicant's Statement of Need, paragraph 2.2.5 [[APP-203](#)]).*

### **Consideration of Alternatives**

5.2.38. The Applicant's consideration of alternatives is set out in ES Chapter 3 (Alternatives and Design Evolution) [[APP-035](#)]. This explains that the Applicant has considered alternative sites, technologies, layouts, cable route corridors and points of connection to the National Grid. I has also considered alternative layouts for the Bulls Lodge Substation Extension.

5.2.39. The Applicant explains that a 'no development' scenario as an alternative has not been considered as this would not deliver the additional generating capacity, the need for which, as noted above, is urgent. However, each technical chapter of the ES considers a future baseline scenario which presents the expected baseline conditions should the Proposed Development not come forward. The Applicant explains that these assessments are presented relative to the future baseline to demonstrate the effect of the Proposed Development.

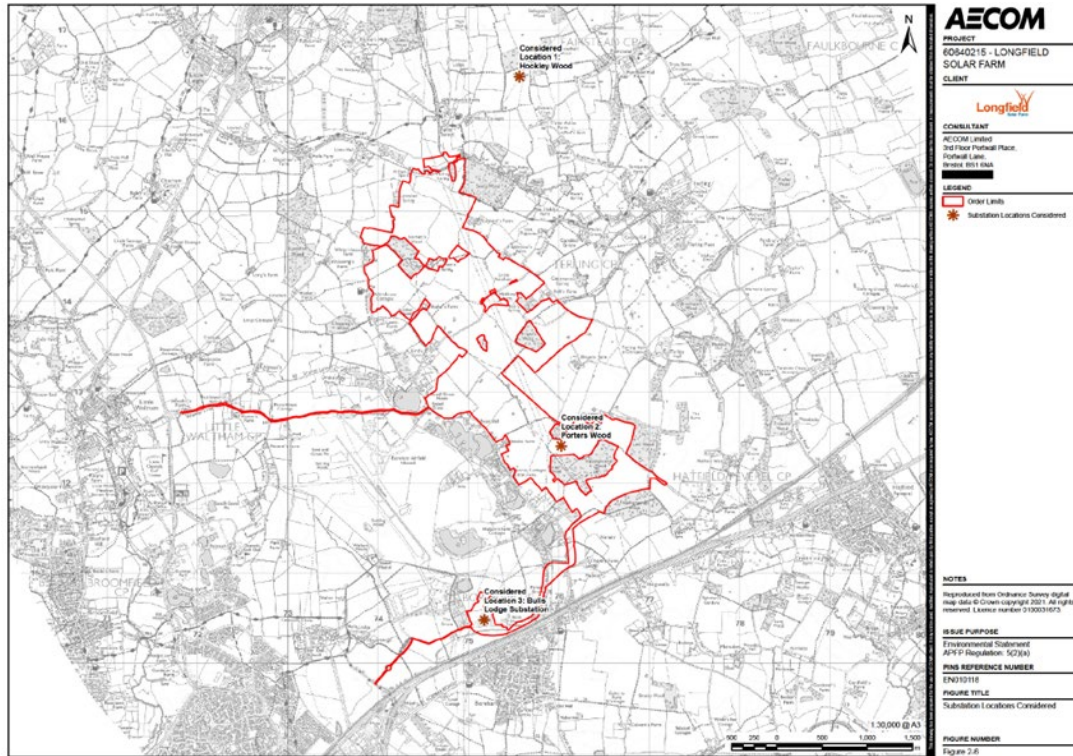
### *Alternative Sites*

- 5.2.40. ES Chapter 3 [[APP-035](#)] sets out a systematic approach to the selection of the proposed Solar Farm Site. It explains that site selection was driven by the need for an available grid connection, within 5km of existing electricity infrastructure with a nearby, single, contiguous land parcel (or sites in close proximity to one another) exceeding 300ha. The Applicant explains that beyond this distance the environmental and social effects are likely to increase, more land (including CA) is likely to be required and the scheme becomes less financially viable.
- 5.2.41. The Applicant explains that Essex represents a good location within the UK to construct a solar farm as it benefits from high levels of solar irradiance, is generally low lying and flat. Its proximity to London and higher demand centres for electricity helps minimise losses associated with transfer over long distances.
- 5.2.42. The 400kV overhead line from Braintree Substation to the Rayleigh Substation located to the east of Basildon, was initially identified as having capacity of up to 500MW to allow a connection from a potential solar farm.
- 5.2.43. Following a high-level appraisal, areas of land were identified that were capable of accommodating a solar farm of the size proposed. These were further refined based on defined criteria including topography, field shape and pattern, number and willingness of landowners, minimisation of environmental effects (including on PRow and residential amenity) and ease of access.
- 5.2.44. The Applicant explains that smaller multiple sites were not considered further as they would not deliver the same generation capacity or other benefits and are more challenging to deliver without generating additional environmental and social impacts and increased construction costs.
- 5.2.45. Having regard to a range of environmental and other criteria including impacts on protected habitats, heritage assets, landscape impacts, proximity to dwellings, flood risk and use of BMV agricultural land, together with other environmental constraints, the land at Longfield was identified as being suitable and was taken forward for assessment.
- 5.2.46. Table 3-1 of ES Chapter 3 [[APP-035](#)] provides a summary of the site selection appraisal for the Solar Farm Site. It indicates that the proposed site has sufficient capacity to meet the 500MW generating capacity secured as part of the Grid Connection offer and has suitable grid connection points within a reasonable distance. Furthermore, it notes the majority of the site is south facing with gently sloping or flat areas and formed of large regular fields suitable for solar development, is owned by a single landowner who is agreeable to development and is not located within a designated landscape. It has good connection routes, is located away from large conglomerations and outside of areas of protected habitats.

### Alternative Substation Locations

- 5.2.47. Three substation locations were considered at the EIA scoping stage and are shown in Figure 4 below.

**Figure 4: Substation Locations Considered**



(Source: ES Figure 2-6 (Substation Locations Considered) [[APP-111](#)])

- 5.2.48. Two locations (Hockley Wood and Porters Wood) were discounted due to a combination of technical challenges, greater environmental effects (including a greater area of BMV agricultural land being affected), as well as feedback from National Grid on the practicality of delivering a substation at these sites.
- 5.2.49. Location 3 (Bulls Lodge Substation) was determined to be the most suitable location as it would be located adjacent to the Existing Bulls Lodge Substation, would result in fewer environmental effects and benefitted from an existing access. This was also the option preferred by National Grid due to its ability to deliver a more economical and efficient solution.
- 5.2.50. The Bulls Lodge Substation Extension site itself was selected due to its location away from residential receptors and the screening provided by existing woodland - although the Applicant recognises that it would result in additional cabling.

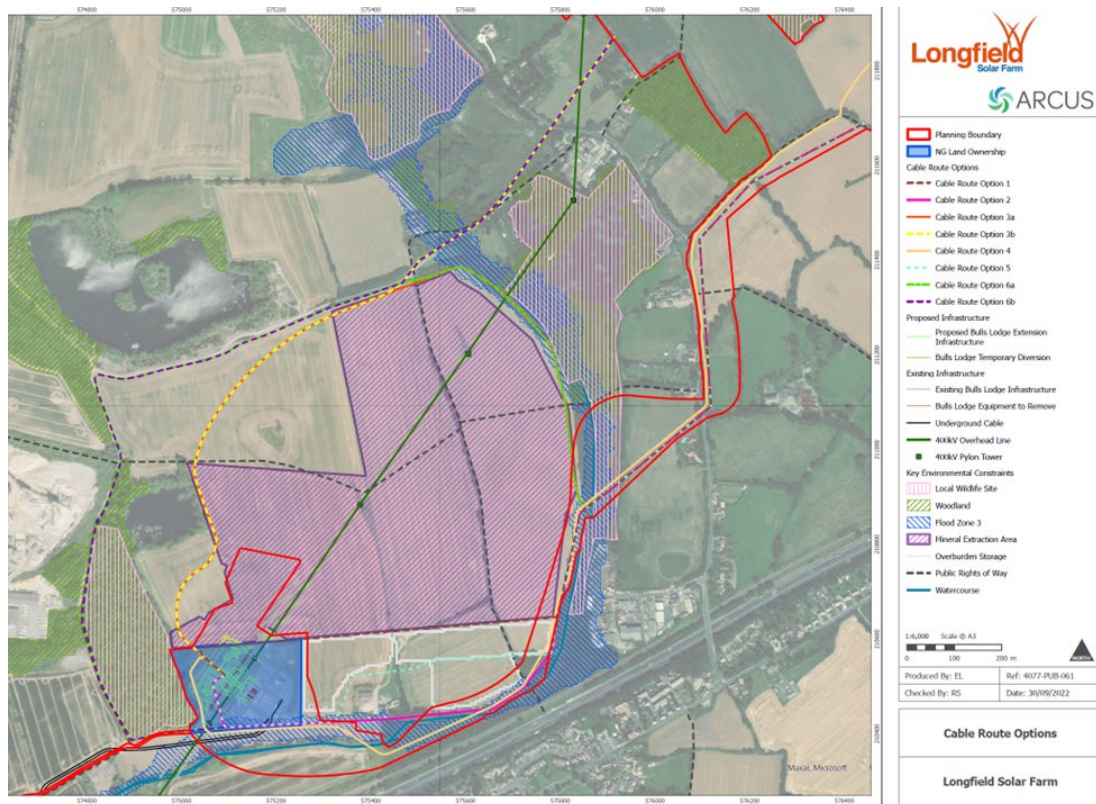
### Cable Route Corridors

- 5.2.51. A total of 8 cable routes were identified for consideration (6 routes and 2 variations). These all broadly followed a similar corridor travelling



southwest from the Solar Farm Site to the Bulls Lodge Substation Extension. A plan showing these routes can be found in Figure 5 below.

**Figure 5: Cable Route Options**



(Source: Applicant’s Written Summary of Oral Submissions made at the CAH, Appendix A [REP3-038])

5.2.52. ES Chapter 3 [APP-035] explains that a key consideration for all routes was minimising ecological and hydrological disturbance and the minimisation of disturbance to the Minerals Safeguarding Area (MSA). Various options including open trenching, moling, micro tunnelling and horizontal directional drilling (HDD) were considered with HDD techniques being selected following further ecological survey work.

5.2.53. ES Chapter 3 [APP-035] explains that option 4 was ultimately taken forward as it was considered to offer the best technical solution, would minimise the impact on the Mineral Consultation Area (MCA), and would be more acceptable in terms of its environmental and social impacts.

*Layout*

5.2.54. ES Chapter 3 explains that the layout of the Proposed Development evolved iteratively taking into consideration environmental effects, the environmental policy objectives and functionality, and feedback from stakeholders and public consultation. As a result, the area being considered was reduced from 582 ha (at EIA scoping stage) to the current 453ha.

## Views of IPs

### *Need*

- 5.2.55. All three Host Authorities acknowledged (in their respective LIRs) there was an urgent need for electricity generation and that the Proposed Development would help meet that need [[REP1b-059](#), [REP1b-063](#) and [REP1b-067](#)].
- 5.2.56. A number of IPs commented in their RRs that a solar farm of the size proposed was not needed and that other forms of renewable electricity generation are more reliable and less disruptive. Others stated they considered solar energy generation to be an inefficient method of renewable energy.
- 5.2.57. Other comments in relation to the 'need' for the Proposed Development included:
- that the technology proposed will be overtaken and replaced by more efficient technologies and that its overall contribution to the UK's energy supply will be small;
  - the Proposed Development is motivated by a desire for profit;
  - the Government's support for offshore wind and its policy for discouraging solar farms on agricultural land; and
  - the British Energy Security Strategy sets no targets for solar power.
- 5.2.58. One IP indicated support for the scheme stating that the Proposed Development was needed to combat climate change.
- 5.2.59. A detailed summary of the comments on need contained in the RRs together with the Applicant's responses can be found in [[REP1a-002](#)].

### *Site selection*

- 5.2.60. A large number of IPs raised concerns in their RRs with the Applicant's approach to site selection and stated that there were alternatives available which did not require the use of BMV agricultural land, including areas of lower grade agricultural land available elsewhere in Essex. They raised concerns that the Applicant had not considered the use of poorer quality land and suggested that solar panels should instead be located on other types of land such as industrial/ residential rooftops, along the edge of motorways or on other areas of previously developed land (see for example [[RR-009](#), [RR-014](#), [RR-015](#), [RR-016](#), [RR-018](#), [RR-020](#), [RR-025](#), [RR-027](#), [RR-028](#), [RR-030](#), [RR-031](#), [RR-038](#), [RR-039](#), [RR-041](#), [RR-042](#), [RR-044](#), [RR-047](#), [RR-048](#), [RR-049](#), [RR-050](#), [RR-051](#), [RR-053](#), [RR-055](#), [RR-059](#), [RR-061](#), [RR-063](#), [RR-064](#), [RR-065](#), [RR-067](#), [RR-071](#), [RR-073](#), [RR-075](#), [RR-076](#), [RR-077](#), [RR-083](#), [RR-084](#), [RR-085](#), [RR-087](#), [RR-089](#), [RR-092](#), [RR-093](#), [RR-095](#), [RR-097](#), [RR-098](#), [RR-099](#), [RR-102](#), [RR-104](#)]). These concerns were expanded on in a number of WRs including [REP1b-077](#), [REP1b-088](#), [REP1b-096](#), [REP1b-099](#), [REP1b-102](#), and [REP1b-105](#)].

- 5.2.61. The Solar Campaign Alliance [[RR-090](#)] drew attention to the British Energy Security Strategy which encourages large scale solar projects to locate on previously developed or lower quality land. It considered that there was more suitable land within the vicinity which has not been assessed as an alternative.
- 5.2.62. The Community Planning Alliance [[RR-021](#)] considered that the developer had not made a serious attempt to consider alternatives for solar farm development. It reiterates a point made by a number of other IPs that there are 30,000ha of poorer quality agricultural land in Essex which provide ample opportunities for alternative sites.
- 5.2.63. Professor Mike Alder [[RR-080](#) and [REP1a-007](#)] stated that he did not believe the Applicant had made any serious attempt to look for less valuable land and there are many options near the existing site with grid connections and many others throughout Essex.
- 5.2.64. Terling and Fairstead Parish Council [[RR-093](#) and [REP1b-105](#)] (along with a number of other IPs) also raised concerns with the Applicant's approach to alternative sites already under its control (e.g Bradwell) which it considered provide reasonable alternatives. However, no specific or detailed proposals for such sites were identified.

#### *Grid Connection*

- 5.2.65. Boreham Conservation Society [[REP1b-073](#)] assert that there is ample opportunity to connect into the National Grid via the overhead cable already located within the Solar Farm Site.

#### *Other comments relating to the Applicant's approach to alternatives*

- 5.2.66. Other matters raised in RRs in relation to the Applicant's approach to alternatives included:
- the site is in an area already subject to large developments;
  - that alternatives such as hydrogen, wind and nuclear should be properly examined;
  - that the proposal was originally based on single willing landowner but now more are affected;
  - that a proposal of this nature should not proceed until the Government has set out a policy on the siting of solar farms that is genuinely sustainable; and
  - that the Proposed Development would be located in an area where the conditions for generating solar energy are not optimal.

### **Examination**

#### *Need*

- 5.2.67. As noted above, NPS EN-1 makes clear that there is an urgent need for all types of energy generation and dNPS EN-1 recognises that solar will make a meaningful contribution to meeting this need.

- 5.2.68. Furthermore, both the British Energy Security Strategy and the draft energy NPSs indicate that the Government expects a significant increase in deployment of solar as part of its commitment to achieving net zero. Even though I accept that other forms of generation may provide different, and in some cases increased benefits, it is clear that solar generation of various sizes is likely to form part of the Government's preferred approach to energy generation and security in the future.
- 5.2.69. The principle and viability of large scale solar has been accepted in previous NSIP applications (see Cleve Hill Solar Park and Little Crow Solar Park) and I note that no specific concerns were raised by IPs with the Applicant's Statement of Need [[APP-203](#)].
- 5.2.70. As such, in view of the urgent need for new renewable generating capacity, I accept that, subject to my detailed consideration of the planning issues set out in Chapters 5-7 below, all forms of renewable generation, including solar, have a role to play in contributing to increased energy supply and security and in meeting net zero. I therefore consider the need for the Proposed Development has been made out.

*Alternatives and site selection*

- 5.2.71. Turning then to alternatives and site selection, in light of the number of RRs received on this matter, in ExQ1.6.7 [[PD-007](#)], I asked the Applicant to provide further detail on the site selection process and in particular how environmental effects at the alternative sites considered compared with those of the Proposed Development.
- 5.2.72. In response, the Applicant noted that the point of connection to the National Grid was a key factor in site selection together with the need to make full use of the available grid connection capacity. It also noted that land further to the north was generally of better Agricultural Land Classification (ALC) grade than the proposed Solar Farm Site and no land was identified that would have maximised the available grid capacity whilst having a lesser impact on BMV agricultural land than the Proposed Development [[REP1b-042](#)].
- 5.2.73. Furthermore, it pointed out that land to the south is more built up providing limited opportunities for a contiguous area that could make full use of the grid connection capacity. However, the Applicant did identify two areas of land with the potential to offer a viable grid connection and take advantage of the available grid capacity [[REP1b-042](#)].
- 5.2.74. Nevertheless, while the Applicant acknowledged the land to the south might include less BMV agricultural land, in both cases the topography of the alternative sites was considered less suited to solar generation, the number of affected landowners was considerably larger and both areas had fewer opportunities for screening. In addition, it noted that both sites were closer to nearby settlements, with potentially greater impacts on residential amenity and had more heritage and environmental constraints.

- 5.2.75. The Applicant also drew attention to dNPS EN-3 which indicates that land type should not be a predominating factor in determining the suitability of site location. It noted that the use of agricultural land was justified by the urgent need for renewable energy generation and to help meet the Government's binding commitment to reach net zero by 2050.
- 5.2.76. In terms of rooftop generation and the use of other brownfield sites, while acknowledging that all types of solar generation are required to help meet the net-zero target and recognising that rooftop generation is often the quickest and cheapest way to deploy renewable energy, the Applicant pointed out that rooftop solar is rarely able to generate enough electricity to meet the demands of the site it occupies - and is much less than that which can be achieved from solar at scale [[REP1a-002](#)].

### **Conclusions**

- 5.2.77. The urgent need for energy generation of all types is established through the NPSs and is carried forward into the dNPSs. I consider the Proposed Development would make a meaningful contribution to meeting this need, would help in the transition to a low carbon system and would generally be in accordance with the designated NPSs.
- 5.2.78. Even though it appears from the information provided that the key driver for site selection was the availability of, and proximity to, a grid connection, I am satisfied that sufficient details of the alternatives, including the approach to site selection, different technology and alternatives routes for key components and how these were considered as part of the overall project design, have been provided to meet the requirements NPS EN-1, dNPS EN-1 and the EIA Regulations.
- 5.2.79. Furthermore, I consider that there is no conflict between the general thrust of other relevant policy, including the NPPF and PPG. Likewise, I agree with the Host Authorities that, subject to detailed consideration of the planning issues considered below, there is no conflict in principle between the Proposed Development and local planning policy.
- 5.2.80. I consider the Proposal would positively contribute towards a secure, flexible energy supply, help meet the identified need for additional generating capacity. In view of the urgent need for additional low carbon generation, I consider this should be afforded significant weight.
- 5.2.81. The Government's has successively signalled its intention to bring large scale ground mounted solar generating stations within the scope/ coverage of the energy NPS. There is nothing which would indicate that this overall approach has changed. As such, I consider that the Proposed Development would be consistent with the relevant emerging policy in dNPS EN-1, dNPS EN-3 and dNPS EN-5 in all material respects.
- 5.2.82. The CCA2008 places a duty on the SoS to reduce the net UK carbon account for 2050 to least 100% lower than the 1990 baseline. I consider that the Proposed Development would make a modest contribution towards meeting that target and the legally binding commitment to end the UK's contribution to climate change.

- 5.2.83. Overall, I consider that the Proposed Development generally accords with the policy support for renewable energy generation and the legal obligation to reduce greenhouse gases. Accordingly, I consider the principle of the Proposed Development accords with both local and national policy.
- 5.2.84. Accordingly, and subject to my consideration of the specific impacts of the Proposed Development in the remainder of this Chapter, I consider the principle of the Proposed Development accords with both local and national policy.

### **5.3. AIR QUALITY**

This section addresses the effects of the Proposed Development on air quality.

#### **Policy Considerations**

- 5.3.1. NPS EN-1 acknowledges that infrastructure development can have adverse effects on air quality. Furthermore, it indicates that air quality considerations should be given substantial weight where a project would lead to deterioration in air quality in an area or lead to breaches of national air quality limits. However, it also notes that the planning and pollution control systems are separate but complementary and that the Examination should work on the assumption that the relevant pollution control regime will be properly applied and enforced by the relevant regulator.
- 5.3.2. The policies contained in the dNPS EN-1 in relation to air quality largely mirror those of NPS EN-1.
- 5.3.3. The NPPF, the PPG and local development plan policies contain similar advice in respect of air quality and the need to meet the requirements of the AQD.

#### **Applicant's Approach**

- 5.3.4. The Applicant's air quality assessment can be found in ES Chapter 14 (Air Quality) [[REP4-005](#)]. It is supported by ES Figure 14-1: Construction Dust Risk Assessment Zones and Designated Ecological Sites [[APP-198](#)].
- 5.3.5. It explains that in view of the nature of the Proposed Development, an assessment of operational phase impacts has been scoped out of the ES (as agreed in the Scoping Opinion). The assessment focuses instead on the potential effects on air quality during construction and decommissioning. Cumulative effects with other developments are also considered.
- 5.3.6. ES Chapter 14 notes that air quality in the study area is generally very good and no extensive air quality monitoring is undertaken around the site. The data available records Annual Mean NO<sub>2</sub> concentrations of between 24.3 and 26.7 µg/m<sup>3</sup> (micrograms per cubic metre) which the Applicant notes is well below the Air Quality objective of 40 µg/m<sup>3</sup>.

Background pollutant concentrations are presented in Table 14-4 [[REP4-006](#)].

- 5.3.7. The Applicant's assessment considers the potential impact on local air quality at sensitive human and ecological receptors within 350m of the Order Limits, within 50m of roads expected to be affected by construction phase traffic and up to 500m from the site access points. Potential sources of emissions considered include those arising from earthworks, track out and other construction activities.
- 5.3.8. ES Chapter 14 (paragraphs 14.5.12 to 14.5.14) also recognises that the construction phase of the scheme is likely to lead to a small increase in the number of vehicles on the local highway network. However, construction phase road traffic volumes are not predicted to meet the thresholds above which a detailed assessment is required and impacts on local air quality are not considered to be significant.
- 5.3.9. A dust risk assessment has been undertaken (based on the Institute of Air Quality Management guidance) which considers the potential dust emissions at each stage of the works. It recognises that there is a large potential for dust emissions during construction. However, the Applicant considers that the implementation of good industry practice measures would avoid significant effects from dust generation during the construction phase.
- 5.3.10. Decommissioning is expected to generate similar (if not slightly lower) effects to those anticipated during the construction phase.

#### *Mitigation*

- 5.3.11. Details of embedded mitigation can be found in Tables 14-5 and 14-6 of ES Chapter 14 [[REP4-005](#)] and include using good practice measures to minimise dust from activities and vehicles during construction and decommissioning.
- 5.3.12. Additional mitigation measures include the monitoring and managing of dust at locations to be agreed with the Host Authorities. These measures are identified in the Mitigation Schedule [[REP3-014](#)] and are included in the Outline Construction Environment Management Plan (oCEMP) [[REP4-014](#)]. The submission of a Construction Environment Management Plan (CEMP) (which must be substantially in accordance with the oCEMP) is secured by Requirement 13 of the dDCO [[REP8-009](#)].

#### *Residual and cumulative effects*

- 5.3.13. A summary of the predicted residual effects can be found in Table 14-12 of ES Chapter 14 which concludes that for all identified receptors, the residual effects after the proposed embedded mitigation would be negligible (not significant).
- 5.3.14. Cumulative effects are considered in section 14-11 of ES Chapter 14 and in ES Chapter 17 (Effect Interactions) [[APP-049](#)] which finds there is no

potential for significant cumulative effects or effect interactions relating to air quality.

### **Views of IPs**

- 5.3.15. Issues around air quality did not form a major discussion point in the Examination. Where it was raised by IPs it was generally in the context of dust during construction.
- 5.3.16. BDC and CCC confirmed in their LIRs [[REP1b-059](#) and [REP1b-063](#)] that, subject to suitable controls being put in place to limit dust levels and the employment of best practice, they did not consider there would be any significant adverse impacts on air quality.

### **Examination**

- 5.3.17. In ExQ1 (ExQ1.1.3) [[PD-007](#)], I sought clarification on the extent to which the monitoring of dust deposition would be secured by the DCO together with clarification on a small number of inconsistencies and statements in the application documents.
- 5.3.18. In response [[REP1b-042](#)] , the Applicant updated the oCEMP to include measures for the monitoring of dust deposition.
- 5.3.19. In ExQ2 [[PD-009](#)], I drew attention to a number of typographical errors in ES Chapter 14 and requested they be updated. As a result, an updated version of Chapter 14 was provided at Deadline 5 [[REP4-005](#)].

### **Conclusions on Air Quality**

- 5.3.20. I note that there is some potential for construction and decommissioning activities to impact on air quality, including from the production of dust. However, I also note that these are likely to be temporary and short-term.
- 5.3.21. Furthermore, I note that the embedded and additional mitigation proposed would prevent or minimise the release of dust and/ or prevent it from being deposited on nearby receptors. I am satisfied that, with these measures in place, there would be no significant effects as a result of changes to air quality during the construction, operation or decommissioning phases. The relevant measures are set out in the oCEMP [[REP14-014](#)] and are secured by Requirement 13 of the dDCO.
- 5.3.1. The air quality assessment undertaken adequately assesses impacts on air quality and I accept that no significant effects on air quality are likely to arise. In addition, I am satisfied that the measures set out in the oCEMP and secured in Requirement 13 (CEMP) of the dDCO would ensure that any residual effects on air quality can be suitably controlled and/ or mitigated.
- 5.3.2. Accordingly, I find that the requirements of the AQD will be met and the Proposed Development would accord with both designated and emerging NPSs, national and local planning policy. However, a lack of harm in this



respect does not weigh positively in favour of the Proposed Development. The effect is therefore neutral.

## **5.4. ECOLOGY AND BIODIVERSITY**

5.4.1. This section addresses the effects of the Proposed Development on ecology and biodiversity in relation to policy requirements and the EIA Regulations. Matters relating to HRA are reported in Chapter 6.

### **Policy Considerations**

5.4.2. NPS EN-1<sup>9</sup> sets out the importance of assessing, as part of the ES, the effects of the Proposed Development on internationally, nationally and locally designated sites of ecological or geological conservation importance, on protected species and on habitats and other species identified as being of principal importance for the conservation of biodiversity.

5.4.3. Furthermore, it states that, as a general principle, development should aim to avoid significant harm to biodiversity interests including through mitigation<sup>10</sup>. It also requires an applicant to show how the project has taken advantage of opportunities to conserve and enhance biodiversity and geological conservation interests.

5.4.4. In addition, it advises that the SoS, in taking decisions, should ensure that appropriate weight is attached to designated sites of international, national and local importance; protected species; habitats and other species of principal importance for the conservation of biodiversity; and to biodiversity interests within the wider environment<sup>11</sup>.

5.4.5. Paragraph 5.3.18 indicates that applicants should include appropriate mitigation measures as an integral part of their developments. They should also ensure that construction activities are confined to the minimal area required and that best practice is followed to minimise the risks of disturbance or damage to species or habitats.

5.4.6. Similar advice can be found in dNPS EN-1 while dNPS EN-3 highlights the importance of good design in mitigating the impacts and effects on ecology. It also advises that applicants should consider how security and lighting installations may impact on local ecology, with the location of pole mounted CCTV and lighting carefully considered so as to minimise impacts.

5.4.7. Additional policy guidance can be found in the NPPF which advocates a commitment to improving biodiversity, minimising impacts on it and encourages the incorporation of biodiversity improvements in and around developments. Likewise, local planning policy seeks to protect and

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<sup>9</sup> Paragraph 5.3.3.

<sup>10</sup> Paragraph 5.3.7.

<sup>11</sup> Paragraph 5.3.8.

enhance biodiversity and ensure ecological enhancement through good design.

### **Applicant's Approach**

5.4.8. ES Chapter 8 (Ecology)[[APP-040](#)] presents the Applicant's assessment and findings in respect of ecology and biodiversity. It is supported by the following documents:

- ES Chapter 5: EIA Methodology [[APP-037](#)]
- ES Appendix 8A: Legislation and Policy [[APP-065](#)]
- ES Appendix 8B: Preliminary Ecological Appraisal [[APP-066](#)]
- ES Appendix 8C: Flora Survey Report [[APP-067](#)]
- ES Appendix 8D: Aquatic Ecology Survey Report [[APP-068](#)]
- ES Appendix 8E: Great Crested Newt Survey Report [[APP-069](#)]
- ES Appendix 8F: Reptile Survey Report [[APP-070](#)]
- ES Appendix 8G: Wintering Birds Survey Report [[APP-071](#)]
- ES Appendix 8H: Breeding Birds Survey Report [[APP-072](#)]
- ES Appendix 8I: Bat Survey Report [[APP-073](#)]
- ES Appendix 8J: Badger Survey Report [[APP-074](#)]
- ES Appendix 8K: Riparian Mammal Survey Report [[APP-075](#)]
- ES Appendix 8L: Essex Field Club Desk Study [[APP-076](#)]
- ES Figure 8-1: Statutory Designated Ecological Sites [[APP-155](#)]
- ES Figure 8-2: Non-statutory Ecological Sites within 2km of the Order Limits [[APP-156](#)]
- ES Figure 8-3: Phase 1 Habitat Survey [[APP-157](#)]
- BNG Report [[REP3-012](#)]
- Habitats Regulation Assessment [[APP-202](#)]
- The oLEMP [[REP7-016](#)]
- The oCEMP [[REP4-014](#)]
- The oOEMP [[REP5-007](#)]
- The Decommissioning Strategy [[REP1b-038](#)]

5.4.9. The Applicant also notes that indirect effects to ecological receptors can occur through pollution of air and water and from changes in lighting, noise or hydrology. Therefore, ES Chapter 8 is also supported by information contained in ES Chapter 6 (Climate Change) [[APP-038](#)], ES Chapter 9 (Water Environment) [[APP-041](#)], ES Chapter 10 (Landscape and Visual Amenity) [[REP1b-015](#)], ES Chapter 11 (Noise and Vibration) [[APP-043](#)] and ES Chapter 14 (Air Quality) [[APP-046](#)].

5.4.10. In summary, the ES notes that the majority of the Order Limits consists of arable land, with smaller areas of grassland, woodland and hedgerows throughout. It identifies 31 non-statutory sites designated for nature conservation within 2km of the Order Limits many of which have been designated as LoWS for their biodiversity value and are known to support an wide variety of protected species. This includes Boreham Road Gravel Pits LoWS which is located within the Order Limits. The location of these sites can be found in ES Figure 8.2 [[APP-156](#)].

5.4.11. Protected species surveys were carried out following a Phase 1 Habitat Survey (ES Figure 8-3: Phase 1 Habitat Survey [[APP-157](#)]) including in

relation to terrestrial invertebrates, fish, breeding birds, wintering birds, bats, reptiles, badger, otter and other mammals.

- 5.4.12. The Applicant's assessment recognises that there is potential for effects on ecological receptors during construction, operation and decommissioning. As such, the Proposed Development incorporates embedded mitigation measures which are intended to prevent or reduce adverse impacts on ecological receptors. These include:
- 8.6km of new native hedgerows with hedgerow trees;
  - 20.6km of native hedgerow enhancement - gapping up and infill planting;
  - around 200 new individual trees;
  - 23.2ha of land for natural regeneration;
  - 3ha of new native woodland buffer planting to form ecological corridors between existing woodlands;
  - 0.6ha of native linear tree belts;
  - 272ha of new species rich grassland below solar arrays;
  - 131ha of new species rich grassland in open areas; and
  - 42km of species rich mown grassland around the perimeter of proposed solar arrays.
- 5.4.13. These are contained in the oLEMP [[REP7-016](#)], the oCEMP [[REP4-014](#)] the oOEMP [[REP5-007](#)] and the Decommissioning Strategy [[REP1b-038](#)] - final versions of which are secured by Requirements 9 (Landscape and Ecological Management Plan (LEMP), 13 (CEMP) and 14 (OEMP) of the dDCO [[REP8-009](#)].
- 5.4.14. Following an initial assessment, three ecological receptors were identified with the potential to experience significant effects (hedgerows; breeding bird assemblage; and breeding red kite, hobby and barn owl). For each of these, the further assessment concluded that significant effects are not likely (see Table 8-11 of ES Chapter 8 [[APP-040](#)]).
- 5.4.15. In summary the ES identifies no significant adverse effects on important ecological receptors during construction, operation or decommissioning. A significant beneficial effect on biodiversity is predicted as a result of the Applicant's net gain proposals.
- 5.4.16. A minor adverse effect on the breeding bird assemblage across the Order Limits is predicted due to the temporary loss of habitats during construction. Impacts on other receptors during construction are predicted to be negligible.
- 5.4.17. No impacts on important ecological receptors were identified during operation. Impacts during decommissioning were described as similar to those during construction. The Decommissioning Strategy [[REP1b-038](#)] includes measures intended to minimise impacts on ecological receptors.

## Views of IPs

### *SNCB*

- 5.4.18. NE did not identify any major issues in its RR [[RR-068](#)] or WR [[REP1b-095](#)] and did not consider that there were any areas of remaining concern regarding nature conservation interests within its remit. It subsequently confirmed at Deadline 4 that there were no outstanding areas of disagreement between itself and the Applicant [[REP4-028](#)].

### *The Host Authorities*

- 5.4.19. CCC, in its LIR [[REP1b-063](#)] stated that it considered the Proposed Development would deliver significant ecological and environmental improvements.
- 5.4.20. BDC sought clarification on vegetation removal during construction and queried whether presence/ absence surveys and/ or reasonable avoidance measures for Hazel Dormouse should be implemented if suitable habitat within the Boreham Road Gravel Pits LoWS was to be removed. Subject to this, it considered there was sufficient information to conclude that there would be no potential for significant effects on non-statutory locally designated wildlife sites [[REP1b-059](#)].
- 5.4.21. BDC also noted that ancient woodland and veteran trees would be protected and that the Proposed Development would accord with local policy requirements in this regard. Furthermore, it noted that biodiversity has played a key role in the design of the Proposed Development and that it was supportive of the conclusions of the Applicant's BNG report.
- 5.4.22. It did, however, seek clarification on the extent of the loss of Lowland Mixed Deciduous Woodland Priority Habitats and the compensation proposed, identifying a potential 'trading issue' under the biodiversity metric.
- 5.4.23. BDC also considered that an Arboricultural Impact Assessment (AIA) should be submitted in view of the site's close proximity to ancient woodland and other important trees.

### *Parish Councils, Local Groups and Residents*

- 5.4.24. Concerns about the effect of the Proposed Development on ecology were raised by a number of IPs including local residents, interest groups and the town and parish councils. In summary, these included concerns regarding:
- the loss of wildlife habitats;
  - the impact on flora and fauna;
  - loss in biodiversity/ BNG;
  - inadequate wildlife corridors for roaming wildlife;
  - the adequacy of buffers to woodland;
  - the mechanisms for accountability on biodiversity and wildlife issues/ no independent verification;

- the adequacy/sufficiency of the proposed mitigation;
- the effect of high fencing on wildlife;
- the effect on nesting birds including Skylark, Golden Plover, Lapwing, Yellowhammer and Linnet;
- the effect on protected or notable species including badgers; invertebrates, reptiles, bats, owls, Red Kites and Buzzards;
- the management of wildflower meadows; and
- the effects on ancient woodland and mature trees.

5.4.25. These were expanded upon in WRs with detailed comments being provided by Professor M Alder [[REP1a-004](#), [REP1a-005](#) and [REP1a-006](#) and [REP1b-099](#). Many of the points advanced by Professor Alder were echoed by a number of other IPs in their WRs (including [REP1b-096](#), [REP1b-102](#), [REP1b-106](#), [REP1b-100](#), and [REP4-046](#)].

5.4.26. In summary, Professor Alder considers that there is little empirical data on biodiversity and solar farms and there is potential for negative impacts on biodiversity. Furthermore, he raises concerns regarding the use of NE's biodiversity metric and questions whether the Proposed Development is capable of delivering the predicted benefits to biodiversity. He also argues that until more research is undertaken it would be premature to allow the development of large solar schemes.

### **Examination**

5.4.27. The Applicant provided a detailed response to the concerns raised by IPs in their RRs [[REP1a-002](#)] where it noted, amongst other things, that the BNG report [[REP3-012](#)] predicts a net gain in biodiversity. It pointed out that there would be no loss of ancient woodland and the only habitat surrounding woodland which would be lost is arable land and species poor grassland of low ecological value. It also confirmed that a minimum 15m buffer zone for ancient woodland (within which there would be no built development) is secured in the ODP [[REP6-007](#)] and that extensive new tree/ woodland planting would be provided as part of the embedded mitigation.

5.4.28. Furthermore, the Applicant highlighted that badger gates will be used in the fence design to allow passage for badgers and other animals, with deer being able to move along the verges, hedges and tracks. It also pointed out that the oLEMP [[REP7-016](#)] provides a framework for delivering a range of measures to establish, manage and monitor ecological mitigation and enhancement measures to achieve a measurable net gain in biodiversity.

5.4.29. In relation to impacts on nesting birds, the Applicant noted that these had been assessed in ES Chapter 8 [[APP-040](#)] and no significant effects are predicted. Mitigation measures and habitat enhancement for nesting birds is included in the oLEMP [[REP7-016](#)] and oCEMP [[REP4-014](#)].

5.4.30. The Applicant also drew attention to ES Appendix 8J (Badger Survey Report) [[APP-074](#)] which concludes that there would be no impacts on badger sets. Furthermore, it noted that no permanent lighting is proposed, and no significant impacts are predicted to roosting/

commuting or foraging bats. It also indicated that it was preparing an AIA in response to BDCs comments and would submit this into the Examination.

- 5.4.31. In ExQ1 [[PD-007](#)] (ExQ1.2.1), I queried whether any additional mitigation (beyond the embedded measures) had been applied during the further assessment of impacts on important ecological features (hedgerows; breeding bird assemblage; and breeding red kite, hobby and barn owl) in order to reach the conclusion that significant effects would not occur. I also sought information on post-construction monitoring and asked the Applicant to provide details of the remedial measures that would be employed should the proposed management measures set out in the oLEMP not work as expected (ExQ2.1.2). I also sought clarification on proposed monitoring measures in relation to red kite, hobby and barn owl during construction and decommissioning (ExQ2.1.3) and how they were secured in the dDCO.
- 5.4.32. In response to ExQ1.2.1, the Applicant confirmed that no additional mitigation beyond the embedded measures had been applied. It also amended the oLEMP to provide details of the potential remedial measures that would be employed in the event that the proposed management measures proved to be deficient [[REP1b-042](#)]. Furthermore, it indicated that it intended to establish an Ecological Advisory Group (EAG) to assist in the ongoing ecological management of the site.
- 5.4.33. Moreover, the Applicant (ExQ1.2.3) noted that there would be no direct loss of habitat used by breeding red kite, hobby or barn owl during construction. It also pointed to specific measures contained within the oCEMP, oLEMP, oOEMP and the Decommissioning Strategy [[REP1b-038](#)] and explained how they would be secured by Requirements 9 (LEMP), Requirement 13 (CEMP), Requirement 14 (OEMP) and Requirement 20 (Decommissioning and Restoration) of the dDCO [[REP8-009](#)].
- 5.4.34. A number of these matters were discussed further at ISH2 [[EV-012](#), [EV-013](#) and [EV-014](#)] where I requested additional information on the role of the EAG and how it would be secured as part of any DCO. I also asked for further detail to be added to the oLEMP to expand on the monitoring and remedial measures. I also asked for an update on the Applicant's AIA, the loss of vegetation in the Boreham Road Gravel Pits LoWS, details on pre-construction surveys as well as clarification on reasonable avoidance measures in respect of great crested newts and buffer zones for water courses.
- 5.4.35. I also sought further information from the Applicant on the options it had identified to address the 'trading issue' under the biodiversity metric in respect of Broadleaved Woodland.
- 5.4.36. In response [[REP3-039](#)], the Applicant agreed to add further detail to the oLEMP in relation to the EAG and potential remedial measures. It also provided an update on the AIA - noting that it has highlighted two trees which could be at risk but that these would be avoided by the use of HDD and micro-siting. A minimum depth for HDD was added to the oCEMP at

Deadline 3 and an AIA was submitted into the Examination [[REP3-033](#) and [REP3-034](#)]. Further updates were made to the oLEMP and ODP to ensure that these trees were protected.

- 5.4.37. Likewise, the Applicant confirmed that where Boreham Road Gravel Pits LoWS is crossed by the proposed grid connection cable, measures (such as the use of HDD) will be undertaken to avoid habitat loss during construction. Post-construction, any habitat loss within the footprint of the grid connection cable will be restored to its preconstruction condition.
- 5.4.38. These measures are contained in the oLEMP (paragraph 2.3.5) [[REP7-016](#)] and the oCEMP (Table 3-3) [[REP4-014](#)] final versions of which are secured by Requirements 9 (LEMP) and 13 (CEMP) of the dDCO [[REP8-009](#)].
- 5.4.39. In addition, the Applicant confirmed that measures had been included in the oCEMP and oLEMP to ensure protection for Hazel Dormice and great crested newts (including pre-construction surveys) and amendments were made to the oLEMP at Deadline 3 to secure this.
- 5.4.40. The Applicant also confirmed that the trading issue in respect of the Applicant's BNG calculation had been resolved and an updated BNG report was provided at Deadline 3 [[REP3-012](#)] using biodiversity metric 3.1. Clarification was also provided on the buffer zones for watercourses.
- 5.4.41. In ExQ2 [[PD-009](#)], I again sought clarification on the role and composition of the EAG and the triggers for post construction remedial measures. I also queried whether updates were required to the documentation to secure protection for veteran trees identified in the AIA.
- 5.4.42. In response [[REP4-042](#)], submitted an updated vegetation removal plan and oCEMP to reflect the need to avoid veteran trees identified in the AIA.
- 5.4.43. At Deadline 4, the Applicant made a number of amendments to the oLEMP which provided additional detail on the triggers for post construction remedial measures as well as the role and composition of the EAG. The EAG is described in the oLEMP as including representatives of the Applicant, NE, the Host Authorities, the Essex Wildlife Trust, other appropriate stakeholders and, if relevant, research group representatives. Further updates were made to the oLEMP at Deadline 5 and a final oLEMP was submitted at Deadline 7 [[REP7-016](#)] and consolidates all previous versions.
- 5.4.44. I wrote to the Applicant towards the close of the Examination seeking clarification on the cable dimensions assessed in the ES. In response [[REP7-005](#)], the Applicant confirmed that the cable trench dimensions assessed in the ES aligns with that of the ODP.
- 5.4.45. The final SoCG entered into between the Applicant and the Host Authorities [[REP8-005](#)] confirms that at the close of the Examination,

there were no outstanding matters of disagreement between the Applicant and the Host Authorities in relation to ecology or biodiversity.

### **Conclusions on Ecology and Biodiversity**

- 5.4.46. I have given careful consideration to the views of all IPs, to the evidence presented and the responses received. I have also taken account of the view of the relevant SNCB, NE. With the embedded mitigation measures, the ES concludes that no significant adverse effects on important ecological receptors would occur during construction, operation or decommissioning.
- 5.4.47. While I note the concerns of local residents, the assessments undertaken by the Applicant adhere to the necessary guidance and there is no evidence which would indicate they are materially flawed. Furthermore, while I note there is relatively limited data available on the long-term effect of large scale solar on biodiversity, the assessments indicate that the Proposed Development is likely to result in a significant beneficial effect on biodiversity. The monitoring and remedial measures contained in the oLEMP, including the role of the EAG, would help ensure that these benefits are realised.
- 5.4.48. While I acknowledge Professor Alder's concerns regarding the use of NE's biodiversity metric, I am mindful that it has been extensively tested by NE and there is no robust evidence before me which would indicate that the metric is materially flawed. I also note it is intended to form the basis of the statutory biodiversity metric used to underpin future mandatory net gain as set out in the Environment Act 2021.
- 5.4.49. Moreover, neither the Host Authorities nor NE have any outstanding concerns in respect of ecology and biodiversity. Overall, I consider that sufficient measures are proposed and adequately secured through the dDCO (including through Requirement 9 (LEMP), Requirement 13 (CEMP), Requirement 14 (OEMP) and Requirement 20 (Decommissioning and Restoration)) of the dDCO [[REP8-009](#)] to ensure that there would be no significant residual adverse effects on ecology and biodiversity.
- 5.4.50. Given the evidence presented, I consider that ecological and nature conservation issues have been adequately assessed, and that the policy requirements of NPS EN-1, NPS EN-5 and the dNPSs are met. Furthermore, I consider the BNG demonstrated would represent a considerable benefit which weighs positively in favour of the Proposed Development, and which attracts significant weight.
- 5.4.51. Overall, I am satisfied that the Proposed Development would not be at odds with the NPPF, PPG or local development plan policies insofar as they seek to protect ecology and biodiversity. My conclusions on HRA are addressed separately in Chapter 6.

## **5.5. LANDSCAPE AND VISUAL IMPACTS**

- 5.5.1. This section considers the landscape and visual effects of the Proposed Development including the suitability of the study area and viewpoints



used in the Landscape and Visual Impact Assessment (LVIA), the effects on views from the PRow network and the effectiveness of the proposed mitigation measures.

### **Introduction**

- 5.5.2. The Site is not located in any national designation for landscape protection.
- 5.5.3. ES Figure 10-4: National Landscape Character Areas [[APP-165](#)], ES Figure 10-5: County Landscape Character Areas [[APP-166](#)] and ES Figure 10-6: District Landscape Character Areas [[APP-167](#)] identify the Landscape Character Areas (LCA) at the national, county, and district levels respectively.
- 5.5.4. They show that the whole of the Order Limits and the majority of the study area sit within National Character Area (NCA) 86: South Suffolk and North Essex Clayland with the southernmost section of the study area located within NCA 11: Northern Thames Basin. At a county level it sits within the LCA B1: Central Essex Farmland while at a district level, the majority of the study area is located within LCA B17: Terling Farmland Plateau, with the Bulls Lodge Substation Extension and part of the Grid Connection Corridor lying within LCA B21: Boreham Farmland plateau.
- 5.5.5. However, ES Chapter 10 (Landscape and Visual Amenity) [[REP1b-015](#)] notes that the published landscape character assessments are now of some age. As a result, it explains that a more up-to-date and detailed analysis of the landscape character was carried out at a local level and agreed with the Host Authorities. This identified 13 Local Landscape Character Areas (LLCAs) – details of which can be found in ES Figure 10-7 (Local Landscape Character Areas) [[APP-168](#)].

### **Policy Considerations**

- 5.5.6. NPS EN-1 notes that the landscape and visual effects of energy projects will vary on a case-by-case basis according to the type of development, its location and the landscape setting. Furthermore, it recognises that all proposed energy infrastructure is likely to have visual impacts and that it will be necessary to judge whether the visual effects, after allowing for mitigation measures, outweigh the benefits of the project. With this in mind, it advises that applicants should include a landscape and visual assessment in their ES.
- 5.5.7. Furthermore, while paragraph 5.9.14 of NPS EN-1 notes there may be local landscapes outside nationally designated areas that may be highly valued locally and protected by local designation, it advises that local landscape designations should not be used in themselves to refuse consent.
- 5.5.8. Likewise, dNPS EN-1 contains similar advice noting that due to the nature and size of potential schemes, opportunities for landscape

mitigation will be limited and that significant adverse effects are likely to remain.

- 5.5.9. In addition, dNPS EN-3 recognises that due to their size, solar sites may affect the provision of local footpath networks and PRow. However, it notes that it should be the applicant's intention to keep all PRow that cross the site open and to minimise as much as possible the visual outlook from existing footpaths. It also notes that while solar PV panels are designed to absorb light, the SoS should assess the potential impact of glint and glare on nearby homes and motorists.
- 5.5.10. Draft NPS EN-5 notes that applicants should consider carefully the placement of substations in the local landscape and consider opportunities for screening them.
- 5.5.11. Paragraph 174 of the NPPF indicates that decision makers should contribute to and enhance the natural and local environment by, amongst other things, recognising the intrinsic character and beauty of the countryside.
- 5.5.12. CLP Policy DM19 requires proposals for renewable or low carbon energy to demonstrate that they will have no adverse effects on the natural environment and would not result in an unacceptable visual impact which would be harmful to the character of the area.
- 5.5.13. Similarly, Policies S4, S11, DM8, DM11 and DM23 seek to conserve and enhance the natural environment, protect the countryside and encourage high quality and inclusive design.
- 5.5.14. Likewise, BDLP Policy LPP67 recognises the intrinsic character and beauty of the countryside and seeks to ensure that that development is suitable for its context. It makes clear that development which would not successfully integrate into the local landscape will not be supported. Furthermore, it encourages the restoration and enhancement of the natural environment through, amongst other things, the creation of new green infrastructure.
- 5.5.15. Moreover, BDLP Policy LPP69 seeks to conserve the traditional landscape character of roads designated on the Proposals Map as Protected Lanes, including their verges, banks, ditches and natural features such as hedgerows, hedgerow trees and other structural elements contributing to the historic features of the lanes.
- 5.5.16. Other relevant policies include Policies HPE1 and HPE5 of the Hatfield Peverel Neighbourhood Plan which require development to protect the landscape setting of the village and landscape and to enhance its locally distinctive character in accordance with the Hatfield Peverel Landscape Character Assessment (2015).
- 5.5.17. Policy HPE5 seeks to protect the landscape setting of the village, requiring new development not to detract from the key landscape features of specifically identified views.

## Applicant's Approach

- 5.5.18. ES Chapter 10 [[REP1b-015](#)] sets out the Applicant's assessment of the effect of the Proposed Development on landscape and visual amenity during construction, operation and decommissioning.
- 5.5.19. It distinguishes between landscape and visual effects assessing each separately. Landscape effects relate to changes to the landscape as a resource. Visual effects relate to changes to existing views for identified visual receptors from the loss or addition of features within their view due to the Proposed Development.
- 5.5.20. ES Chapter 10 is supported by the following documents:
- Appendix 10A: LVIA Policy [[APP-081](#)]
  - Appendix 10B: LVIA Methodology [[APP-082](#)]
  - Appendix 10C: Landscape Baseline [[APP-083](#)]
  - Appendix 10D: Visual Baseline [[APP-084](#)]
  - Appendix 10E: Landscape Assessment [[APP-085](#)]
  - Appendix 10F: Visual Assessment [[REP1b-022](#)]
  - Appendix 10G: Glint and Glare Assessment [[APP-087](#)]
  - Figure 10-1: LVIA Study Area [[APP-162](#)]
  - Figure 10-2: Topography and Watercourses [[APP-163](#)];
  - Figure 10-3: PRow [[APP-164](#)];
  - Figure 10-4: National Landscape Character Areas [[APP-165](#)]
  - Figure 10-5: County Landscape Character Areas [[APP-166](#)]
  - Figure 10-6: District Landscape Character Areas [[APP-167](#)]
  - Figure 10-7: Local Landscape Character Areas [[APP-168](#)]
  - Figure 10-8: Zone of Theoretical Visibility (Bare Earth) – All Features [[APP-169](#)]
  - Figure 10-9: Zone of Theoretical Visibility (With Surface Features) – All Features [[APP-170](#)]
  - Figure 10-9-1: Zone of Theoretical Visibility (With Surface Features) - Solar Panels [[APP-171](#)]
  - Figure 10-9-2: Zone of Theoretical Visibility (With Surface Features) – Substation/ Battery Storage [[APP-172](#)]
  - Figure 10-9-3: Zone of Theoretical Visibility (With Surface Features) - Plant Building [[APP-173](#)]
  - Figure 10-9-4: Zone of Theoretical Visibility (With Surface Features) Substation Extension [[APP-174](#)]
  - Figure 10-10-1: Viewpoint Locations [[APP-175](#)]
  - Figure 10-10-2: Viewpoint Locations [[REP3-043](#)]
  - Figure 10-10-3: Viewpoint Locations [[APP-177](#)]
  - Figure 10-11: Type 1 Photosheets [[APP-178](#)]
  - Figure 10-12: Outline Landscape Masterplan [[APP-179](#)]
  - Figure 10-13: Type 3 Visualisations [[APP-180](#), [APP-181](#), [APP-182](#), [APP-183](#) and [APP-184](#)]
  - Figure 10-14: Advanced Planting [[APP-185](#)]
  - Figure 10-15: Vegetation Removal Plan [[APP-186](#)]

### *Illustrative Concept Design and the Outline Design Principles*

- 5.5.21. The assessment in ES Chapter 10 is based on the ICD [[REP6-029](#)], with the maximum height parameters as set out in the ODP [[REP6-007](#)] applied to the photomontages and assessment. As noted in Chapter 4 above ([Section 4.7](#)), the ICD is intended to present a realistic and deliverable layout within the parameters of the ODP.
- 5.5.22. The Applicant states that a review of the concept design against the ODP confirmed that constructing and operating the Proposed Development in other ways allowed by the ODP would not result in a greater impact to landscape character or visual amenity than the ICD (ES Chapter 10, Paragraph 10.3.1).
- 5.5.23. The Applicant notes (at paragraph 10.3.2. of ES Chapter 10 [[REP1b-015](#)]) that to the extent that there are differences between the ICD and the final design, in view of the worst-case scenario presented, these would not result in any worse effect than those assessed in ES Chapter 10.

### *The Zone of Theoretical Visibility (ZTV) and the study area*

- 5.5.24. The ES identifies the ZTV, distinguishing between the different aspects of the more visible components of the scheme. Details of the ZTV can be found in ES Figure 10-8 [[APP-169](#)], ES Figure 10-9 [[APP-170](#)], and ES Figures 10-9-1 to 10-9-4 [[APP-171](#), [APP-172](#), [APP-173](#), and [APP-174](#)].
- 5.5.25. ES Chapter 10 (paragraphs 10.4.1 to 10.4.5) [[REP1b-015](#)] explains that ZTV were used to define an initial area of search of 4km from the Order Limits in all directions. This was subsequently refined with the LVIA study area being reduced to 2km from the Order Limits to the north, east and west and 4km from the Order Limits to the south. This was agreed with the Host Authorities.
- 5.5.26. The Study Area is shown in ES Figure 10-1 (LVIA Study Area) [[APP-162](#)].

### *Representative Viewpoints*

- 5.5.27. 57 Representative viewpoints were agreed with the Host Authorities and can be found in the following documents:
- Figure 10-10-1: Viewpoint locations [[APP-175](#)];
  - Figure 10-10-2: Viewpoint locations [[REP3-043](#)];
  - Figure 10-10-3: Viewpoint locations [[APP-177](#)];
  - Figure 10-11: Type 1 Photosheets [[APP-178](#)];
  - Figure 10-13: Type 3 Visualisations [[APP-180](#), [APP-181](#), [APP-182](#), [APP-183](#) and [APP-184](#)]
- 5.5.28. Additional photosheets were submitted at Deadline 3, [[REP3-044](#) and [REP3-045](#)] to amend labelling errors in the previously submitted versions.

### *Assessment of Effects*

- 5.5.29. Tables 10-7, 10-8, 10-9 and 10-10 of ES Chapter 10 [[REP1b-015](#)] set out the significant residual effects for the construction phase, operational phase (Year 1 and Year 15) and at decommissioning respectively.
- 5.5.30. In summary, the Applicant identifies significant effects during construction on two LLCAs (LLCA 02 and LLCA 07), eight residential receptors and seven recreational receptors. During operation significant effects are identified at year 1 at the same two LLCAs, seven residential and seven recreational receptors. Significant adverse effects are identified at three recreational receptors at year 15 with no significant landscape or visual effects identified on the LLCAs or residential receptors.
- 5.5.31. A full list of residual effects, including non-significant effects, can be found in ES Appendix 10E (Landscape Assessment) [[APP-085](#)] and ES Appendix 10F: (Visual Assessment) [[REP1b-022](#)].

### **Landscape**

- 5.5.32. ES Chapter 10 [[REP1b-015](#)] notes that the Proposed Development has been designed to avoid adverse effects on the landscape as far as possible through a process of option identification, appraisal, selection and refinement. It notes that, as a result, all landscape and visual mitigation is embedded in the design of the Proposed Development as set out in the Mitigation Schedule [[REP3-014](#)]. This includes the proposed planting identified in ES Figure 10-14 (Advanced Planting) [[APP-185](#)] and ES Figure 10-12 (Outline Landscape Masterplan) [[REP7-004](#)].
- 5.5.33. Section 10.8 of ES Chapter 10 [[REP1b-015](#)] sets out the Applicant's assessment of likely significant effects. In summary, it concludes that neither the construction phase nor operational phase would result in significant effects to the LLCAs at a county or district level. However, it does identify significant residual adverse effects at a local level on LLCA 02 (Western Farmland Plateau) and LLCA 07 (Toppinghoehall Woods) during both construction and operation (Year 1).
- 5.5.34. These would result from a combination of changes to landform, the introduction of buildings, structures, equipment and machinery as well as fencing, hoarding construction compounds and mobile lighting towers. The introduction of this equipment and activities would degrade the condition of these LLCAs. However, the Applicant notes that many of these effects would be temporary, medium term and reversible.
- 5.5.35. By year 15, the Applicant notes that the proposed planting would be established which would reinforce the landscape structure across the Order Limits and reduce the perception of new infrastructure. As such, the Assessment concludes there would be no residual significant effects on the LLCAs at year 15.
- 5.5.36. The Applicant assesses the effect of decommissioning would be neutral to minor adverse and not significant.

## Visual

- 5.5.37. ES Chapter 10 [[REP1b-015](#)] notes that the none of the main elements of the Proposed Development would be visible in its entirety in any location. Furthermore, it notes that the largest elements, namely the Longfield Substation and the BESS, would be located in PDA33 and would be screened by Toppinghoehall Wood and Lost Wood. However, it does identify a number of significant adverse effects on both residential receptors and users of the PRow network.

### *Residential receptors*

- 5.5.38. ES Chapter 10 [[REP1b-015](#)] notes that the visibility of construction activity would be limited by a combination of landform, nearby woodlands and dense vegetation. However, it acknowledges that construction would result in significant adverse visual effects for a number of local residents in close proximity to the Order Limits.
- 5.5.39. In terms of visual impact, the Applicant identifies eight residential receptors at which significant adverse effects are likely to occur during construction. It explains that this would result from construction activity at close range across a wide extent of the view. It would include residents of properties located on Noake's Lane (VP8 and VP11), the western side of Terling Hall Road (VP10) the edge of Fuller Street (VP46), the eastern side of Waltham Road/ Boreham Road (VP7 and VP15) and Fairstead Lodge (VP47) located north of the Order Limits. Significant adverse effects would also be experienced by residents living within the Order Limits (VP13).
- 5.5.40. These effects would remain at year 1 for seven residential receptors. However, the Applicant proposes advance mitigation planting (ES Figure 10-14 (Advanced Planting) [[APP-185](#)]) to reduce the duration for which residents would experience significant adverse effects. It indicates that this would result in significant adverse effects lasting for between four and six years during operation, after which the planting would become sufficiently established to provide suitable mitigation.
- 5.5.41. ES Chapter 10 [[REP1b-015](#)] indicates that at year 15, the new planting would be fully established, and the Proposed Development would be screened or filtered in the majority of views. While it acknowledges the establishment of new planting would change the composition of some of the views, no residential receptors are predicted to experience significant adverse effects at year 15.

### *Recreational users of PRowS*

- 5.5.42. During construction, the Applicant identifies moderate adverse (significant) effects would be experienced by users of the Essex Way (VP46 and VP45) as well as from the edge of Sandy Wood (VP5). However, while there would be a significant effect on recreational users of the route at these points, the Applicant notes that this impact is relatively localised, would be of short duration and people walking on other sections of the route would not experience significant effects.

- 5.5.43. In addition, the Applicant's assessment recognises that users of the local PRow network within, or very close to, the Order Limits (VP6, VP9 VP16, VP55, VP56 and VP57) would typically experience significant adverse effects as a result of the introduction of construction activity at close range across a wide extent of a view. These effects would continue at year 1 of operation.
- 5.5.44. At year 15, the Applicant considers that people walking along the Essex Way to the west or south of Fuller Street (VP45 and VP46) would experience minor adverse effects which are not significant. Nevertheless, it acknowledges that people walking along PRow 113\_25 and PRow 213\_19 would continue to experience significant effects as a result of close-range views.
- 5.5.45. Effects during decommissioning would be similar to construction but would be reduced by the proposed vegetation having reached maturity. Nevertheless, significant effects are expected along PRow 113\_25, 213\_19 and 213\_18.

*Proposed mitigation*

- 5.5.46. The Applicant notes that the scheme has undergone a series of design iterations to embed mitigation into the Proposed Development. The embedded mitigation measures are identified in the Mitigation Schedule [[REP3-014](#)] and include:
- modifications to the design to avoid effects, including offsetting and removal of land from the Order Limits;
  - use of best practice measures for works affecting trees;
  - good practice measures in respect of lighting including motion detection;
  - protection of retained vegetation; and
  - reinstatement of hedgerows and restoration of land post decommissioning.
- 5.5.47. These measures would be secured by Requirements 7 (Detailed Design Approval), Requirement 9 (LEMP), Requirement 13 (CEMP), Requirement 14 (OEMP), Requirement 19 (Soils Management) and Requirement 20 (Decommissioning Strategy) of the dDCO [[REP8-009](#)].

*Glint and Glare*

- 5.5.48. ES Appendix 10G: Glint and Glare Assessment [[APP-087](#)] analyses the effects of glint and glare and their impacts on local receptors in detail. It identifies a number of non-significant effects at seven residential receptors with the remaining receptors expected to experience no impacts once mitigation measures have been considered.

*Cumulative effects*

- 5.5.49. ES Chapter 10 [[REP1b-015](#)] also considers the cumulative effects of the Proposed Development (section 10.11 and Table 10-12). It identifies significant effects are likely to occur to the LCA at a district level (LCA

B17 and B21) as well as at a Local Level (LLCA 03, LLCA 02, LLCA 07). However, these would not be long term and would arise mainly from cumulative effects during the construction period. At operation, the predicted effects would remain the same as reported for the Proposed Development.

- 5.5.50. No significant cumulative landscape or visual effects are identified.

### **Views of IPs**

#### *Host Authorities*

- 5.5.51. Early in the Examination, the Host Authorities provided a joint position statement on landscape and visual impacts [REP1b-060] which identified a number of areas of concern - namely the assessment of likely significant effects on LLCA 03: Ter Valley North LLCA, recreational users of the Essex Way (VP45 and VP46) and the effect of vegetation removal along part of Noakes Farm Lane.
- 5.5.52. In summary, while the Applicant's LVIA assesses the effect on the LLCA 03: Ter Valley North as minor in year 1 reducing to negligible adverse at year 15, the Host Authorities consider there would be a moderate (significant) impact at year 1 reducing to minor adverse at year 15.
- 5.5.53. Likewise, the Host Authorities considered recreational users passing along a section of the Essex Way (VP46 and 45) would continue to experience moderate adverse effects at year 15 (notwithstanding the proposed mitigation).
- 5.5.54. As a result, the Host Authorities jointly sought the removal of PDA1 from the Proposed Development due to the ongoing landscape and visual impact. This is discussed further below.
- 5.5.55. The final SoCG with the Host Authorities submitted at Deadline 8 [REP8-005] confirms that the findings of the cumulative assessment set out in section 10.11 of ES Chapter 10 are agreed. However, the Host Authorities draw attention to cumulative impacts across the two District LCAs which it considers would result in moderate adverse cumulative effects from the Proposed Development together with other planned developments (the Chelmsford North-Eastern Urban Extension, Chelmsford Garden Village and Chelmsford Northern By-pass).

#### *Other IPs*

- 5.5.56. Boreham Parish Council [RR-010] consider the Proposed Development would be harmful to the landscape and would destroy the natural environment. Similarly, Terling and Fairstead Parish Council [RR-093] raise concerns about the negative impact it would have on landscape and visual amenity in this part of Essex.
- 5.5.57. The Boreham Conservation Society [RR-009] were concerned that the views of the natural countryside would be lost, particularly for users of the footpath network.



- 5.5.58. CPRE Essex [[RR-014](#)] noted that the Proposed Development would have a significant impact on the landscape and would impact negatively on an attractive part of the Essex countryside. It considers the proposed mitigation would have a limited impact during the early years of the scheme.
- 5.5.59. A number of local residents raised similar concerns stating, amongst other things, that:
- the Proposed Development would be industrialising and result in a loss of countryside/ green space;
  - the Proposed Development would have a negative impact on the local landscape;
  - the proposed planting to mitigate visual impacts would take many years to develop;
  - the proposed hedgerow buffer zone to protect views is not sufficient;
  - a residential visual amenity assessment should have been submitted with the application;
  - the Applicant should provide a fully integrated account of the historic development of the landscape and its interrelationship with the natural environment to inform the long term management of the landscape;
  - fencing and CCTV will have a negative visual impact;
  - the Applicant should provide reassurance what there will be enough staff to monitor mitigation planting for visual screening; and
  - there would be negative visual impact from the proposed lighting.
- 5.5.60. Representations were also received from a number of local residents concerned with the effect the Proposed Development would have on the views from their properties.

### **Examination**

- 5.5.61. In response to the issues raised by IPs [[REP1a-002](#)], the Applicant noted that the site is generally remote from nearby villages and that the relatively flat landform and existing woodland and hedgerows would limit views of the Proposed Development. It drew attention to the embedded mitigation measures identified in the Mitigation Schedule [[REP3-014](#)] and the proposed planting shown on ES Figure 10-12 (Outline Landscape Masterplan [[APP-179](#)]).
- 5.5.62. It also noted that the LVIA in ES Chapter 10 [[REP1b-015](#)] established that, with the exception of major adverse significant effects for those walking on PRoW 213\_19 and PRoW 113\_25 due to the close range views of the proposed PV arrays, no significant effects are expected once mitigation planting has been established. Having gained a reasonable understanding of the site and surrounding area on my site inspections, I have no reasons to conclude otherwise.
- 5.5.63. In response to concerns regarding residential amenity, the Applicant noted that the design process had sought to avoid or mitigate effects on residents, and it had agreed with the relevant Host Authorities that a Residential Visual Amenity Assessment was not required. This was

confirmed by the BDC and CCC in their responses to ExQ1.8.1 at Deadline 1b [[REP1b-061](#) and [REP1b-064](#)].

- 5.5.64. I visited a number of locations during my site inspections, including residential properties close to the Order Limits. I was able to appreciate the magnitude of change that would be experienced by those residents as a result of changes to their existing views. For some, existing rural, countryside views would be replaced by PV arrays. While I acknowledge that in the long term, the adverse impacts would be reduced by means of the proposed planting, in the intervening period these residents would experience significant adverse visual effects. This weighs against the proposal.
- 5.5.65. In response to the Host Authorities draft position statement on landscape and visual impact, the Applicant submitted a technical note [[REP2-033](#)]. In summary, it notes that the main difference between the parties is one of professional judgement.
- 5.5.66. In ExQ1, I sought clarification from the Applicant on how it had engaged with local communities to minimise impacts on the character and appearance of the area (ExQ1.8.6) as well as on a number of inconsistencies in the ES.
- 5.5.67. In response, the Applicant provided a number of updates to the ES documentation and explained that discussions had taken place with residents living in close proximity to the Order Limits as well as drop-in sessions open to the local community. It also explained (ExQ1.8.6) that a 3-dimensional virtual model had been made available as part of its pre-application community engagement for the local community to interrogate the effectiveness of the proposed landscape and visual mitigation from any location [[REP1b-042](#)].
- 5.5.68. In ExQ3 [[PD-012](#)], I sought further information from the Host Authorities on their position in relation to glint and glare, noting that they had commissioned an independent review of the Applicant's Glint and Glare report following the start of the Examination.
- 5.5.69. A copy of the independent glint and glare report commissioned by the Host Authorities was submitted at Deadline 6 [[REP6-066](#)]. Although it identified a number of areas where it considered clarification should be sought, the Host Authorities confirmed at Deadline 8 [[REP8-005](#)] that there were no matters outstanding between the parties in respect of glint and glare.
- 5.5.70. As a result of discussions during the Examination, the Applicant and Host Authorities agreed a position on vegetation removal limiting it where possible. However, at the close of the Examination, the Host Authorities' concerns in respect of LLCA 03: Ter Valley North and the recreational users of Essex Way remained. These are discussed further below.

*LLCA 03: Ter Valley North and recreational users of the Essex Way*

- 5.5.71. The central issue between the Host Authorities and the Applicant is the effect of PDA1 on the Ter Valley North LLCA (LLCA 03) and the visual effect it has on users of a section of the Essex Way footpath.
- 5.5.72. LLCA 03: Ter Valley North is identified as a highly sensitive landscape. The Proposed Development would result in the introduction of a considerable number of solar PV panels into the setting of the LLCA which would be visible from a number of vantage points in the surrounding area.
- 5.5.73. I have given careful consideration to the views put forward by the Applicant and the Host Authorities in relation to LLCA 03. At the ASI, I was able to view PDA1 from the Essex Way footpath and in views from the wider area. It was evident that PDA1 would be visible in the landscape and would have an adverse impact on the landscape character of this part of Essex. Furthermore, I concur with the Host Authorities that the effects of installing solar arrays in PDA1 are difficult to mitigate [[REP3-053](#)]. However, I also agree that the embedded mitigation proposed would reduce the impact.
- 5.5.74. While I acknowledge the Host Authorities' concerns regarding the interplay between the Ter Valley North LLCA and the Western Farmland Plateau (LLCA 02), the effects of Proposed Development (including PDA1) on the character of LLCA 02 are acknowledged by the Applicant. Furthermore, the Host Authorities accept that, when considered in isolation, the conclusions reached by the Applicant on the significance of effect on LLCA 03 is reasonable.
- 5.5.75. The Guidelines on Landscape and Visual Impact Assessment (Third edition) acknowledges that the assessment of significance is not a prescriptive process and that differences in professional judgement can occur even between qualified and experienced professionals.
- 5.5.76. On balance, having regard to the evidence before me and having viewed the site in its context, I am satisfied that the embedded mitigation proposed would ensure that any residual effects on LLCA 03 would remain within acceptable levels. While I acknowledge there would be some adverse impacts, I do not consider they would be significant.
- 5.5.77. Turning then to the effect on the users of the Essex Way, I visited VP45 during the ASI and was able to view PDA1 from this location in situ. It was evident that while the proposed mitigation would reduce the visibility of the PV panels, they would nevertheless remain visible. However, while I accept that walkers passing along this section of the route would continue to experience some adverse visual effects at year 15, these effects would be highly localised and experienced for only a short distance.
- 5.5.78. Furthermore, I noted that from this location, PDA1 did not appear prominent within the landscape and would be seen in the context of the existing large pylons that make up the background to that view. While I

acknowledge the residual effect could be eliminated by the removal of PDA1, it was clear from the ASI that the visual effect on recreational users of the Essex Way would be limited. This, coupled with the intervening distance, would go some way to limiting the overall visual effect on users of the Essex Way.

5.5.79. Overall, I am not persuaded that the inclusion of PV panels in PDA1 would have a significant visual effect on users of this section of the Essex Way at year 15.

5.5.80. Consequently, I do not consider the inclusion of PV panels in PDA1 would result in significant adverse visual or landscape effects at year 15.

### **Conclusions on Landscape and Visual Amenity**

5.5.81. Taking all representations and policies into account, I conclude:

- there would be significant adverse landscape effects on two LLCAs (LLCA 02 and LLCA 07) during construction and at year 1 of operation but these would reduce to non-significant effects by year 15 of operation;
- eight residential properties would experience significant adverse visual effects during construction and at year 1 of operation; However, these would be temporary and would reduce over time, with no residual significant effects predicted to remain by year 15 of operation;
- views from the Essex Way towards PDA1 would be adversely affected particularly from VP45 and VP46. However, while this would continue throughout the construction and operational phases, the impact would be limited both in terms of extent and duration, with walkers only experiencing significant visual effects for a short stretch of this well used route. These would reduce to non-significant effects by year 15 of operation;
- while the extent of the site is extensive, it is generally well contained, and the landscape and visual impacts would generally be localised.
- the design of the Proposed Development has evolved via an iterative design process which has incorporated embedded mitigation to reduce landscape and visual impacts. I am satisfied that this is adequately secured in the dDCO; and
- all of the adverse effects would be reversible on decommissioning.

5.5.82. As NPS EN-1 and dNPS EN-1 make clear, all proposed energy infrastructure is likely to have visual effects. While I acknowledge in the present case these are neither significant nor widespread, they nevertheless result in both visual and landscape harm which weighs against the proposed development. I afford this a moderate amount of weight in the overall planning balance.

## **5.6. CULTURAL HERITAGE**

5.6.1. There are no designated heritage assets within the Order Limits and no direct physical impacts to any designated heritage assets have been identified. However, the Proposed Development has the potential to

adversely affect the setting of a number of designated and non-designated heritage assets as well as non-designated below ground archaeology.

### **Policy Considerations**

- 5.6.2. The Infrastructure Planning Decisions Regulations 2010 require the SoS to have regard to the desirability of preserving, amongst other things, the setting of a listed building.
- 5.6.3. Section 5.8 of NPS EN-1 recognises that the construction, operation and decommissioning of energy infrastructure has the potential to result in adverse impacts on the historic environment. Furthermore, it requires the Applicant to fully assess the significance of the heritage assets affected by a Proposed Development and ensure that the extent of the impact can be adequately understood from the application and supporting documents.
- 5.6.4. Furthermore, paragraph 5.8.6 indicates the SoS should also consider the impacts on non-designated heritage assets that have a heritage significance that merits consideration, even though those assets are of lesser value than designated heritage assets.
- 5.6.5. In terms of decision making, paragraphs 5.8.11 to 5.8.18 of NPS EN-1 advise that consideration should be given to the significance of any heritage assets and whether the Proposed Development would affect their significance, including effects on their setting. Moreover, they indicate that there should be a presumption in favour of the conservation of designated heritage assets and that loss affecting any designated assets should require clear and convincing justification.
- 5.6.6. In determining the application, the SoS should take into account the desirability of sustaining and, where appropriate enhancing, the significance of the heritage assets, the contribution to their settings and the positive contribution they can make to sustainable communities and economic viability. Account should also be taken of the desirability of new development making a positive contribution to the character and local distinctiveness of the historic environment.
- 5.6.7. Any harmful impact on the significance of a designated heritage asset should be weighed against the public benefit of development, recognising that the greater the harm to the significance of the heritage asset the greater the justification will be needed for any loss.
- 5.6.8. When considering applications for development affecting the setting of a designated heritage asset, the SoS should weigh any negative effects against the wider benefits of the application. The greater the negative impact on the significance of the designated heritage asset, the greater the benefits that will be needed to justify approval.
- 5.6.9. Further advice can be found in NPS EN-5 in relation to the archaeological consequences of electricity line installation and the impacts of undergrounding.

- 5.6.10. These themes are continued in dNPS EN-1, dNPS EN-3 and dNPS EN-5 which also makes clear that the SoS should give considerable importance and weight to the desirability of preserving all designated heritage assets. Any harmful impact on the significance of a designated heritage asset should be given significant weight when weighed against the public benefit of development, recognising that the greater the harm to the significance of the heritage asset the greater the justification will be needed for any loss.
- 5.6.11. It also makes clear that the effect of an application on the significance of a non-designated heritage asset should be taken into account in determining the application. In weighing applications that directly or indirectly affect non-designated heritage assets, it advises that a balanced judgement will be required having regard to the scale of any harm or loss and the significance of the heritage asset.
- 5.6.12. Similar advice can be found in the NPPF, PPG and the development plan polices of the Host Authorities.

### **Applicant's Approach**

- 5.6.13. ES Chapter 7 (Cultural Heritage) [[REP2-010](#)] sets out the Applicant's assessment of the effects of the Proposed Development on cultural heritage during construction, operation and decommissioning. It includes details of the assessment methodology adopted, criteria used to determine the significance of heritage assets and the magnitude of impact. It also provides details of the study area (section 7.4) and identifies the heritage assets that could potentially be impacted by the Proposed Development.
- 5.6.14. It is supported by the following documents:
- ES Chapter 5: EIA Methodology [[APP-037](#)]
  - ES Appendix 7A: Heritage Desk Based Assessment [[REP2-012](#)]
  - ES Appendix 7B: Aerial Investigation and Mapping Report [[APP-058](#)]
  - ES Appendix 7C: Geophysical Survey Parts 1 to 5 [[APP-059](#), [APP-060](#), [APP-061](#), [APP-062](#) and [APP-063](#)]
  - ES Appendix 7D: Trial Trenching Report [[APP-064](#)]
  - ES Figure 7.1: Archaeological Assets [[APP-153](#)]
  - ES Figure 7.2: Built Heritage Assets [[APP-154](#)]
- 5.6.15. Table 5-1 of ES Chapter 5 [[APP-037](#)] explains that the ODP have been assessed for underground archaeology, based on the maximum areas that will be disturbed. For above ground heritage assets, a realistic visual impression of the Proposed Development needed to be assessed, and therefore the assessment is based on the ICD [[REP6-029](#)] layout with the structures shown at the maximum heights allowed by the ODP [[REP6-007](#)].
- 5.6.16. The Applicant states that a review of the concept design against the ODP confirmed that constructing and operating the scheme in other ways allowed by the ODP would not result in a greater impact to designated

and non-designated heritage assets than assessed in the ES (ES Chapter 7, Paragraph 7.3.2 [[REP2-010](#)]).

- 5.6.17. The Applicant does not identify any designated heritage assets within the Order Limits, and no physical impact upon any designated asset is anticipated. However, it identifies assets which could potentially experience impacts on their setting including seventy-three listed buildings within the 1km study area comprising mainly isolated farmhouses and associated buildings and cottages. Three Grade I listed buildings are located within the 1km study area (Ringers Farmhouse; the Church of St Mary the Virgin, Great Leighs; and the Church of St Andrew, Boreham, together with one Grade II\* listed building (the Old Rectory). One Grade II registered park and garden (Terling Place) is identified, and three Conservation Areas; (the Terling Conservation Area , Boreham Roman Road/ Plantation Road Conservation Area and the Boreham Church Road Conservation Area).
- 5.6.18. In addition, it identifies 19 non-designated built heritage assets with the potential to be impacted by the Proposed Development, (none of which are located within the Order Limits). The location of all designated and non-designated above ground heritage assets can be found in ES Figure 7.2: Built Heritage Assets [[APP-154](#)].
- 5.6.19. Furthermore, the Applicant acknowledges that without adequate mitigation, the construction of the Proposed Development has the potential to impact on a number of non-designated archaeological assets as well as previously unrecorded remains. It identifies 151 below ground non-designated archaeological assets within the 1km study area, 13 of which are located within the Order Limits. It also notes that there is potential for unknown archaeological assets to be located within the Order Limits which could be of local, regional or national significance.
- 5.6.20. A summary of non-designated archaeological assets within the Order Limits can be found in Table 7-4 of ES Chapter 7 [[REP2-010](#)]. Their location can be found in ES Figure 7.1: Archaeological Assets [[APP-153](#)].
- 5.6.21. ES Chapter 7 also identifies a number of Protected Lanes within the Order Limits or immediately adjacent to them, including Noakes Farm Road, Noakes Farm Lane, Birds Farm Lane and a section of Boreham Road (north of Birds Farm Lane) - all of which the Applicant recognises have the potential to be adversely affected during construction. However, it notes that all impacts would arise as a result of changes to their setting and that overall, taking account of the embedded mitigation, the effect on these locally designated assets is negligible.
- 5.6.22. ES Chapter 7 [[REP2-010](#)] explains that embedded mitigation in the form of sensitive screening has been developed and included in both Work No. 6(d) and Work No. 10 to minimise the visual intrusion of the Proposed Development while avoiding harm to views. All new planting would be implemented and managed in accordance with the oLEMP [[REP7-016](#)]. In addition, archaeological mitigation and monitoring of intrusive activities via a WSI [[REP3-031](#)], is included in the Mitigation Schedule [[REP3-014](#)]

and secured under Requirements 12 (Archaeology), Requirement 13 (CEMP) and Requirement 9 (LEMP) of the dDCO [[REP8-009](#)].

- 5.6.23. The Applicant also points out that in developing the design, care has been taken to avoid, reduce and mitigate impacts on heritage assets and their setting. This has included siting PV arrays back from field boundaries, new planting and excluding areas with higher potential for archaeological remains from the Order Limits. Full details of embedded design mitigation can be found in Table 7-6 of ES Chapter 7.
- 5.6.24. Table 7-9 of ES Chapter 7 [[REP2-010](#)] provides a summary of the residual effects on all heritage assets likely to be affected. It identifies a significant adverse residual effect on the setting of one designated heritage asset, the Grade I listed Ringers Farmhouse, which would arise during construction and continue throughout operation of the Proposed Development. The effect is described as reversible following decommissioning. Effects on all other heritage assets identified were assessed to be negligible or minor adverse and not significant.
- 5.6.25. Cumulative effects are considered in section 7.11 of ES Chapter 7 [[REP2-010](#)]. In summary, having considered the list of cumulative schemes agreed with ECC (Appendix 5A: Long List of Cumulative Schemes [[APP-055](#)]), the Applicant identified four schemes with the potential to result in cumulative effects on heritage assets. However, for reasons including their location and proximity to the Order Limits and the extent of intervening vegetation, the Applicant concludes there would be no cumulative impact on heritage assets from those schemes together with the Proposed Development.

### **Views of IPs**

#### *Historic England*

- 5.6.26. HE, in its WR [[REP1b-089](#)] noted that while the Proposed Development will be notably visible, resulting in change to the landscape as a whole, it is unlikely to have a significant impact on any highly graded designated assets and would not result in substantial harm. Nevertheless, HE acknowledges the significant effect predicted on the setting of Ringers Farmhouse and considers that it would result in less than substantial harm to this Grade I listed heritage asset.
- 5.6.27. The final SoCG between the Applicant and HE [[REP4-016](#)] records that extensive engagement has taken place between the Applicant and HE both prior to and during the Examination. It also records that there are no outstanding areas of disagreement between the Applicant and HE.

#### *The Host Authorities*

- 5.6.28. BDC, in its LIR [[REP1b-059](#)], stated that while it does not disagree with the Applicant's assessment or conclusions, it notes that a considerable number of heritage assets will be affected through an impact to their setting. Furthermore, while they acknowledge the impact would be low in



EIA terms, it considers it would nevertheless result in less than substantial harm to the setting of a Grade I listed building.

- 5.6.29. It acknowledges that mitigation, such as planting and screening will lessen the effect and that the resultant harm would be both temporary and reversible. However, it also draws attention to the fact that *any* harm or loss should require clear and convincing justification.
- 5.6.30. CCC, in its LIR [[REP1b-063](#)], acknowledge that the assessment provides a detailed and thorough evidence base to aid the understanding of the likely effect on heritage assets. However, it identified several locations where it considers there would be additional harm to that identified in the ES. In particular, it points to the group of buildings comprising Stocks Farm and outbuildings, The Thatched Cottage, Stocks Cottages, Little Holts and Whalebone Cottages which benefit from a rural setting which contributes to their significance.
- 5.6.31. ECC raised a number of concerns in relation to archaeology, highlighting that further work was required in order to establish an overall understanding of the site's archaeological potential [[REP1b-067](#)]. It noted the lack of any WSI as part of the application documents the details of which it considered should be secured as part of the Examination process. In response, the Applicant submitted an overarching WSI (oWSI) into the Examination at Deadline 2 [[REP2-031](#)].
- 5.6.32. ECC subsequently confirmed at ISH2 that it had agreed the oWSI with the Applicant which would provide an appropriate mitigation strategy to limit harm to buried heritage assets. A updated copy of the oWSI was submitted at Deadline 3 [[REP3-031](#)] and the submission of a WSI (which must accord with the oWSI and oCEMP) to the relevant local planning authority for approval is secured by Requirement 12 of the dDCO.
- 5.6.33. ECC confirmed in the final SoCG agreed between the Applicant and the Host Authorities [[REP8-005](#)] that there were no outstanding areas of disagreement between it and the Applicant in relation to archaeology.

#### *Other IPs*

- 5.6.34. A number of IPs raised concerns that the Proposed Development would have a negative impact on the heritage of the local area well as on buried archaeological assets.
- 5.6.35. Boreham Conservation Society [[RR-009](#)] noted that there were three listed buildings in close proximity to the Solar Farm Site (Bird Farm, Brent Hall and Little Holts), the settings of which it considered would be compromised by the Proposed Development.
- 5.6.36. One of the owners of Stocks Cottages requested the arrays were set back further to the rear of this property in line with the Council's suggested mitigation (see below) [[RR-059](#) [REP1b-087](#), [REP3-064](#), [REP4-045](#) and [REP5-025](#)].

## Examination

- 5.6.37. In ExQ1 (ExQ1.7.1 – 1.7.5) [[PD-007](#)], I queried the exclusion of Conservation Areas from the 3km extended study area, requested information on why the Applicant had not included an outline WSI with its application and sought clarification on a number of inconsistencies in the application documents.
- 5.6.38. I also asked HE and the Host Authorities whether they considered any further mitigation was required for Ringers Farmhouse.
- 5.6.39. In response [[REP1b-042](#)], the Applicant explained that all high heritage value assets within the 3km study area including those within Conservation Areas had been individually assessed. It submitted an oWSI into the Examination at Deadline 2 and provided further clarification on the maximum parameters against which the ES assessment had been undertaken.
- 5.6.40. BDC and CCC confirmed that while additional mitigation might reduce the impact on Ringers Farmhouse, it would not avoid it.
- 5.6.41. I explored this matter further at ISH2 [[EV-012](#), [EV-013](#) and [EV-014](#)] where I noted the Host Authorities' suggestion that deeper planting belts would reduce the impact on Ringers Farmhouse further. In response the Applicant noted that there was limited visibility between PDA23 and Ringers Farmhouse pointing to the strong field boundary already in existence which would be improved with additional planting.
- 5.6.42. CCC also expanded on its concerns in relation to non-designated heritage assets at ISH2 [[EV-012](#), [EV-013](#) and [EV-014](#)] where it explained why it considered impacts on the setting of Stocks Farm, Little Holts and Noakes Lane had not been correctly assessed. This was followed up with a written summary at Deadline 3 [[REP3-054](#)]. In order to address their concerns, CCC sought additional mitigation in the form of an increased set back at PDA28, PDA11 and PDA12.
- 5.6.43. Following ISH2, the Applicant provided a technical paper responding to CCC's concerns and suggested mitigation ([[REP3-039](#)], Appendix C). In summary, while acknowledging there was room for differences in professional judgement, it maintained that its assessment of the effects on these assets was robust.
- 5.6.44. In relation to PDA11 and PDA12, the Applicant contends that additional setbacks are not necessary and the presence of solar panels on either side of the lane would not affect its significance, particularly in view of the proposed additional screening.
- 5.6.45. Furthermore, it considers the effectiveness of the mitigation suggested by CCC would have only a limited effect as it would not result in the removal of harm or change the significance of effects being mitigated - whether as assessed by the Applicant or the CCC. However, it pointed out that the removal of the panels from part of PDA28 would negatively impact on the generation capacity of the Proposed Development,

resulting in an estimated loss of capacity of around 4-5 MW ([[REP3-039](#)], Appendix C). As such, given the limited effectiveness of the mitigation proposed, it does not consider the additional mitigation would be reasonable, justified or proportionate.

- 5.6.46. Discussions continued between the Applicant and the Host Authorities throughout the Examination. However, at the close of the Examination, there remained a number of outstanding areas of disagreement between the Applicant and BDC/ CCC in relation to built heritage.
- 5.6.47. In particular, the final SoCG [[REP8-005](#)] records that BDC did not agree with the effectiveness of the proposed mitigation at Sparrows Farm, Little Russells and Rolls Farm. Likewise, CCC continued to disagree with the Applicant on the assessment of likely significant effects in relation to Stocks Farm, the Thatched Cottage, Stocks Cottages, Little Holts, Whalebone Cottages and Noakes Farm Lane and continued to seek increased set-backs at PDA28, PDA11 and PDA12. I consider these matters further below.

#### *Ringers Farmhouse*

- 5.6.48. The Applicant, the Host Authorities and HE agree that the Proposed Development would result in a significant adverse effect on the setting of this Grade I listed building. Furthermore, they agree that the level of harm would be less than substantial.
- 5.6.49. While I acknowledge further mitigation in the form of an increased set back or additional planting may reduce the harm, I agree that even then a significant adverse effect would remain, and the level of harm would not materially alter. The fact remains that there would be harm, albeit less than substantial, to the setting of this Grade I listed building.
- 5.6.50. Overall, I agree with HE, the Host Authorities and the Applicant that the Proposed Development would result in some adverse effects which should be weighed in the overall planning balance. I consider this matter further in Chapter 7 below.

#### *Stocks Farm*

- 5.6.51. Stocks Farm is an early eighteenth or nineteenth century farmhouse with a number of associated barns and other outbuildings. Both the farm and the outbuildings are non-designated heritage assets. The Applicant has assessed the farm as being of low significance with the Proposed Development having a low magnitude of impact resulting in a negligible effect.
- 5.6.52. The central issue between CCC and the Applicant in respect of Stocks Farm relates to the group value of the farm when considered with the agricultural buildings to the rear.
- 5.6.53. CCC draw attention to the East of England Research Framework which identifies post medieval farmsteads as being a research priority. It also

notes that the farm buildings are potentially of listable value, as a group of pre-1840s structures relating to a well-preserved farmstead.

- 5.6.54. While I acknowledge that the differences between the parties is one of professional judgment, on balance, I concur with CCC that there is evidence to indicate that Stocks Farm and the wider farmstead (including many of the agricultural buildings located to the rear) may be of regional resource value. As such, in my view, its significance should be classed as medium.
- 5.6.55. In terms of magnitude of impact, I accept that the level of change to the setting would be noticeable. However, the change to setting would be temporary (albeit for a considerable period of time), reversible on decommissioning and, in my view, would not materially alter the ability to appreciate or understand the significance of these assets as a post-medieval farmstead. They would continue to be seen as a group within a rural setting, albeit one that had undergone diversification. As such, I concur with the Applicant that the magnitude of impact, as set out in Table 7-2 of the ES, would be low.
- 5.6.56. Table 5-2 of ES Chapter 5 (EIA Methodology) [[APP-037](#)] indicates a medium sensitivity asset with low magnitude of impact would result in minor adverse effects which are not significant.

*Stocks Cottages, the Thatched Cottage, Little Holts and Whalebone Cottage – Group value with Stocks Farm*

- 5.6.57. The Applicant recognises (ES Chapter 7 [[REP2-010](#)]) that all of these heritage assets have a rural, agricultural setting - with Stocks Farm and Stocks Cottages in particular having an important relationship with the agricultural surroundings. Furthermore, it recognises that there would be adverse effects (albeit not significant) to the setting of these heritage assets during both construction and operation. However, while the Applicant acknowledges there would be an impact on the ability to appreciate them individually within the surrounding rural landscape, it does not consider this would materially impact on any group value.
- 5.6.58. Stocks Cottages consist of a pair of 19th century cottages associated with Stocks Farm and which the parties agree are non-designated heritage assets. They are located on the eastern side of Waltham Road and have a rural, isolated setting which contributes to their significance. These cottages are more closely associated with Stocks Farm than any of the others.
- 5.6.59. However, in view of the limited intervisibility between Stocks Cottages and Stocks Farm, the Proposed Development would not, in my view, have any material impact on the on the ability to understand their relationship. Any group value would remain appreciable, particularly along Waltham Road where their historic association would remain. While I acknowledge there would be some changes to the setting of these non-designated heritage assets individually, I do not consider the group value

of the assets would be adversely affected or the relationship between them would be compromised.

5.6.60. For similar reasons, I do not consider there would be any effect on the group value of Stocks Farm and the Thatched Cottage or Whalebone Cottages.

5.6.61. Overall, having taken into account all of the evidence presented together with my observations at the ASI and USI, I am satisfied there would not be any significant effects on Stocks Cottages, The Thatched Cottage or Whalebone Cottages, either individually or on their group value.

#### *Little Holts*

5.6.62. Little Holts is a Grade II listed 17th and 18th Century timber framed house. Its significance is, in part, derived from its rural, agricultural setting. It is screened to the north by Stocks Cottages and their boundary planting but has views across PDA28 to the east and southeast.

5.6.63. The Applicant recognises that the Proposed Development would affect the setting of this designated heritage asset and has assessed the effect as minor adverse (not significant).

5.6.64. However, while the Applicant considers the magnitude of impact would be low, CCC consider it should be classified as medium. In support of this it points to the fact that the asset would be surrounded on three sides by solar panels and would markedly alter how the asset is experienced in the rural landscape. Furthermore, it draws a parallel with the assessment of Stocks Cottages - the effect on which the Applicant has assessed as being of medium magnitude.

5.6.65. The SoSESNZ should note that the PV arrays would be set back at least 100m from the boundary of Little Holts and would be screened by a new native species hedgerow as well as areas of new scrubland. While visible, the proposed screening and scrubland would filter the views towards the panels and go some way to minimising the overall impact on the setting of this designated asset.

5.6.66. While I acknowledge there would be some impact on the ability to appreciate the asset within the surrounding rural landscape, in my view, it would not prevent an understanding of the asset as an historic cottage or affect the ability to understand its significance. Overall, I agree with the Applicant that the magnitude of impact would be low.

5.6.67. CCC have also raised similar concerns in relation to the group value of this designated asset with nearby Stocks Farm. However, for reasons similar to those given above (see paragraphs 5.6.54 - 5.6.56), I do not consider any group value would be materially affected.

5.6.68. Having considered all of the evidence available and taking into account my observations during my site inspections, in my judgement the effect of the Proposed Development on this non-designated heritage asset

would not be greater than that assessed by the Applicant in ES Chapter 7. I am not therefore persuaded that additional mitigation is necessary.

*Noakes Lane*

- 5.6.69. As noted above, CCC also raised concerns regarding the effect of the Proposed Development on Noakes Lane, a protected lane identified as having some historical significance and which has been identified as a non-designated heritage asset. It explained at ISH2 that this lane links Noakes Farm and Birds Farm - both Grade II listed 14<sup>th</sup> century farmsteads. It considers Noakes Lane should be classified as being of medium significance as a result of its regional value as a medieval transport network. It also considers it has group value with the adjacent heritage assets. I agree with the Council and acknowledge this lane may have some regional and group value.
- 5.6.70. However, it was clear during the ASI that while the rural, agricultural setting of the lane would be changed, this was mostly because of the limited boundary vegetation enabling views of the fields to either side. While these views positively contribute to the wider agricultural setting, they are not integral to the significance of the lane, or the ability to understand its purpose within the historical landscape. The strengthened planting proposed along the boundary of these fields along with the setback proposed for the PV arrays, will significantly reduce any visual impacts on the significance of this lane or the ability to understand its purpose within the historical landscape.
- 5.6.71. Accordingly, I agree with the Applicant that the magnitude of impact would be low and that the Proposed Development would not result in a significant effect on Noakes Lane.

*Sparrows Farm, Little Russells and Rolls Farm*

- 5.6.72. BDC noted in the final SoCG between the Applicant and the Host Authorities [[REP8-005](#)] that matters in relation to heritage were broadly agreed with the exception of the appropriateness of mitigation at Sparrows Farm, Little Russells and Rolls Farm. However, it also acknowledged that it agreed with the Applicant's assessment of significance of effect on these heritage assets.
- 5.6.73. While the Applicant notes that the setting of these assets would be adversely affected, ES Chapter 7 [[REP2-010](#)] assesses the magnitude of impact as low and the residual effect as minor adverse (not significant).
- 5.6.74. Furthermore, having considered the extent of setback proposed together with existing and proposed new planting, I agree that significant effects are unlikely to occur. I do not therefore consider further mitigation is necessary.

*Other matters*

- 5.6.75. I have also had regard to the effect of the Proposed Development on Bird Farmhouse and Brent Hall. However, I note that the no significant effects

are predicted on either of these Grade II listed heritage assets with only minor adverse and negligible effects being predicted respectively. I have seen no evidence which would call these conclusions into question.

### **Conclusions on Cultural Heritage**

- 5.6.76. Taking the above matters into account, I consider the Applicant has adequately assessed the significance of the heritage assets affected by the Proposed Development and that the extent of the likely impact can be understood. In my view, the application meets the requirements of NPS EN-1, dNPS EN-1, the NPPF, PPG and local development plan policy in that regard.
- 5.6.77. Furthermore, I am satisfied that, with the exception of Ringers Farmhouse, with the mitigation measures secured, the Proposed Development would not result in significant adverse effects to any of the heritage assets identified.
- 5.6.78. Nevertheless, notwithstanding the mitigation measures proposed, the Proposed Development would result in some harm to the setting of a number of designated and non-designated heritage assets, as well as to some non-designated archaeological assets, albeit that both individually and cumulatively this harm would be less than substantial.
- 5.6.79. When deciding an application that affects a listed building or its setting, Regulation 3 of the Infrastructure Planning (Decisions) Regulations 2010 requires the decision-maker to have regard to the desirability of preserving the listed building or its setting or any features of special architectural or historic interest which it possesses.
- 5.6.80. Furthermore, the NPSs, the NPPF and relevant development plan policies make clear that great weight is to be given to the conservation of historic assets and any harm to, or loss of, significance of a designated heritage asset should require clear and convincing justification.
- 5.6.81. Both the NPS, the dNPS and the NPPF give a clear indication that loss affecting any designated heritage asset should require clear and convincing justification and when considering applications for development affecting the setting of a designated heritage asset, the SoS should weigh any negative effects against the wider benefits of the application. The greater the negative impact on the significance of the designated heritage asset, the greater the benefits that will be needed to justify approval.
- 5.6.82. I am also mindful that dNPS EN-1 which indicates that for non-designated assets a balanced judgement will be required having regard to the scale of any harm or loss and the significance of the asset itself.
- 5.6.83. On balance, while I acknowledge there would be some harm to the setting of a number of designated and non-designated heritage assets, as well as to some non-designated archaeological assets, and afford it great weight, it would be both temporary and reversible. Taking account of the urgent need for low carbon generating capacity which can be

delivered at pace, coupled with the benefits of the Proposed Development, I find the resultant harm is clearly outweighed by the wider public benefits of the proposal. I therefore afford the resultant harm only a moderate amount of weight in the overall planning balance.

## **5.7. BMV AGRICULTURAL LAND**

### **Introduction**

- 5.7.1. The potential loss of agricultural land and its effect on UK food security were raised by multiple IPs and was a key area of concern for local residents and interest groups.

### **Policy Considerations**

- 5.7.2. NPS EN-1<sup>12</sup> states that applicants should seek to minimise impacts on BMV agricultural land (defined as land ALC grades 1, 2 and 3a) and preferably use land in areas of poorer quality (ALC grades 3b, 4 and 5) except where this would be inconsistent with other sustainability considerations. It also indicates that applicants should identify any effects and seek to minimise impacts on soil quality taking into account any mitigation measures proposed.
- 5.7.3. Furthermore, it states that schemes should not be sited in areas of BMV agricultural land without justification, but that little weight should be given to the loss of poorer quality agricultural land.
- 5.7.4. A similar approach is taken by dNPS EN-1 which notes that applicants should seek to minimise impacts on BMV agricultural land except where it would be inconsistent with other sustainability considerations. It also advises that the SoS should ensure that applicants do not site their scheme on BMV agricultural land without justification and that little weight should be given to the loss of poorer quality agricultural land (ALC grades 3b, 4 and 5).
- 5.7.5. Specifically in relation to solar energy generation, dNPS EN-3 notes that solar is a highly flexible technology and as such can be deployed on a wide variety of land types. However, it indicates that where possible, ground mounted solar PV projects should utilise previously developed land, brownfield land, contaminated land, industrial land, or agricultural land preferably of classification 3b, 4, and 5 (avoiding the use of BMV agricultural land where possible). Nevertheless, it also makes clear that land type should not be a predominating factor in determining the suitability of the site location.
- 5.7.6. Furthermore, it makes clear that whilst the development of ground mounted solar arrays is not prohibited on sites of comprised of BMV agricultural land, applicants should explain their choice of site, noting the

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<sup>12</sup> Paragraph 5.10.8



preference for development to be on brownfield and non-agricultural land.

- 5.7.7. A similar approach is adopted by the NPPF which indicates that planning decisions should contribute to and enhance the natural and local environment by, amongst other things, recognising the intrinsic character and beauty of the countryside and the wider benefits from natural capital and ecosystem services – including the economic and other benefits of BMV agricultural land. It also advises that planning decisions should promote an effective use of land and I note that the Government’s revised draft NPPF indicates that the availability of agricultural land for food production should be considered when deciding what sites are most appropriate for development.
- 5.7.8. Likewise, the WMS makes clear that any proposal involving BMV agricultural land would need to be justified by the most compelling evidence.
- 5.7.9. Further guidance can be found in Section 5 of the PPG which identifies a number of factors that local planning authorities will need to consider in relation to renewable and low carbon energy including:
- encouraging the effective use of land by focussing large scale solar farms on previously developed and non-agricultural land;
  - whether the proposed use of any agricultural land has been shown to be necessary and poorer quality land has been used in preference to higher quality land;
  - whether the proposal allows for continued agricultural use where applicable and/ or encourages biodiversity improvements around arrays.
- 5.7.10. BDLP Policy LPP73 (Renewable Energy Schemes) encourages proposals for renewable energy schemes where the benefit in terms of low carbon energy generating potential does not result, individually or cumulatively, in serious harm to or loss of, amongst other things, BMV agricultural land. Furthermore, it requires compelling justification to be provided for proposals on high quality agricultural land, noting that where such proposals are accepted, they should demonstrate how the installation allows for continued agricultural use and/ or enhances biodiversity around the panels. Similar advice can be found in CCC’s Solar Farm Development SPD.
- 5.7.11. Policy HPE1 (Natural Environment and Biodiversity) of the Hatfield Peverel Neighbourhood Plan states that development should take into account the economic and other benefits of BMV agricultural land.
- 5.7.12. Likewise, CLP Policy S4 seeks to minimise the loss of BMV agricultural land (grades 1, 2 and 3a) to major development.

### **The Applicant’s Case**

- 5.7.13. The Applicant’s case is set out in ES Chapter 12 (Socio-Economics and Land Use) [[APP-044](#)]. This is supported by ES Figure 12-1 (Distribution of

ALC grades within the Order Limits) [[APP-191](#)], ES Figure 12-2 (Agricultural land to be permanently lost) [[APP-192](#)] and ES Appendix 12A (Soil resources and agricultural quality of land north east of Chelmsford) [[APP-092](#)].

- 5.7.14. A survey of agricultural land quality within the Order Limits and adjacent areas was undertaken between September and December 2020. This indicates that around 55ha (12%) of the land within the Order Limits is grade 2 and a further 101ha (22%) is grade 3a, giving a total area of 156ha (34%) BMV.
- 5.7.15. ES Chapter 12 notes that during construction and operation the Proposed Development would affect approximately 150ha of the 156ha of BMV agricultural land (grade 2 and 3a), 255ha of poorer quality agricultural land (grade 3b) and around 35ha of non-agricultural land or land of unknown quality. However, as the loss of this 150ha of BMV agricultural land is reversible after operation, the ES concludes that the effect of the Proposed Development on the use of BMV agricultural land is temporary and therefore not significant.
- 5.7.16. Furthermore, the Planning Statement [[REP4-010](#)] explains that the vast majority of land within the area of search is of similar ALC to the Order Limits.
- 5.7.17. In order to ensure that soil is managed and maintained during the operational phase, Requirement 19 of the dDCO [[REP8-009](#)] makes provision for the submission and approval of a Soil Resource Management Plan (SRMP) prior to the commencement of works (which must be in accordance with the Outline SRMP (oSRMP) submitted with the application [[REP3-036](#)]).
- 5.7.18. The oSRMP sets out measures to ensure the protection and conservation of soil resources on site and identifies best practice measures to maintain the physical properties of the soils. Following decommissioning, and management of the soils in accordance with the SRMP, the Applicant considers the vast majority of the site would be able to be returned to agricultural use.
- 5.7.19. In addition to the temporary loss of BMV agricultural land during the construction and operational stage, the Applicant identifies 6ha of BMV agricultural land (grade 2 and 3a) which would be lost permanently to provide habitat mitigation. However, while the Applicant recognises that BMV agricultural land is a finite, irreplaceable resource benefiting from longstanding policy protection, it considers that the amount of BMV agricultural land lost would be small and is justified by the contribution the Proposed Development would have in helping meet the urgent need for low carbon electricity generation.
- 5.7.20. In summary, the Applicant's position is that the development of the land for solar power generation involves little disturbance of the soil and includes retention of the land resource for future use. While it recognises the Proposed Development would result in the loss of 150ha of BMV

agricultural land during the construction and operational phases and the permanent loss of 6ha BMV agricultural land, it considers this is outweighed by the urgent need for renewable energy.

### **Views of IPs**

- 5.7.21. As noted above, the potential loss of BMV agricultural land was a matter raised by multiple IPs during the Examination. In summary, IPs were concerned that the loss of BMV agricultural land would negatively impact on the UKs food security.
- 5.7.22. The case for those objecting was mainly put forward by Professor Mike Alder at Deadline 1a [[REP1a-007](#), [REP1a-008](#) and [REP1a-009](#)] with further comments received at Deadline 1b [[REP1b-099](#)], Deadline 4 [[REP4-048](#)] and Deadline 7 [[REP7-033](#)].
- 5.7.23. In summary, Professor Alder provided a commentary on ES Appendix 12A [[APP-092](#)] but did not seek to challenge the accuracy of the data contained within it [[REP1a-007](#)]. He suggests that in view of the borderline nature of some of the classifications, it is entirely possible that more BMV agricultural land would be lost to the development than is acknowledged by the Applicant.
- 5.7.24. Furthermore, he drew attention to a number of statements made in parliament which were supportive of the inclusion of grade 3b agricultural land within the definition of BMV agricultural land. On this basis he argued that the entire site proposed for Longfield Solar Farm should be protected from development.
- 5.7.25. In addition, Professor Alder noted that one of the drivers for protecting BMV agricultural land was food security [[REP1a-008](#)]. While he recognises that the loss of BMV agricultural land to the Proposed Development itself would have little impact on the UKs food supply, he argued that the cumulative effect of the solar farms on food security should be considered.
- 5.7.26. At Deadline 4 [[REP4-048](#)], Professor Alder referred to a government review of ALC classifications and argued that it would be premature to make land use decisions on grade 3b land pending the outcome of this review.
- 5.7.27. Many of the points made by Professor Alder were echoed by a number of other IPs, a number of whom expressed support for Professor Alder's position ([REP1b-096](#), [REP1b-097](#), [[REP1b-100](#)], [REP1b-102](#), [REP1b-103](#), [REP1b-104](#), [REP1b-105](#), [REP1b-106](#), [REP5-021](#), [REP5-022](#), [REP5-024](#), [REP5-027](#) and [REP5-028](#)].

### *Host Authorities*

- 5.7.28. CCC, in its LIR [[REP1b-063](#)], noted that there would be a significant loss of BMV agricultural land during the 40-year operational period. It also considers the 40-year timeframe would not be perceived by those who frequent the area as being temporary. Nevertheless, it acknowledges

that the removal of arable production must be balanced against the benefit of the proposal in reducing greenhouse gas emissions through the provision of renewable and low carbon energy.

- 5.7.29. On balance, CCC consider the loss of BMV agricultural land is outweighed by the benefits of the Proposed Development particularly when considered in the wider context of the proposal in its entirety. As such, it raised no objection to the loss of agricultural land in principle.
- 5.7.30. BDC in its LIR [[REP1b-059](#)] identified a conflict with BDLP Policy LLP73 in so far as it would result in the significant loss of BMV agricultural land during the construction and operational phases.

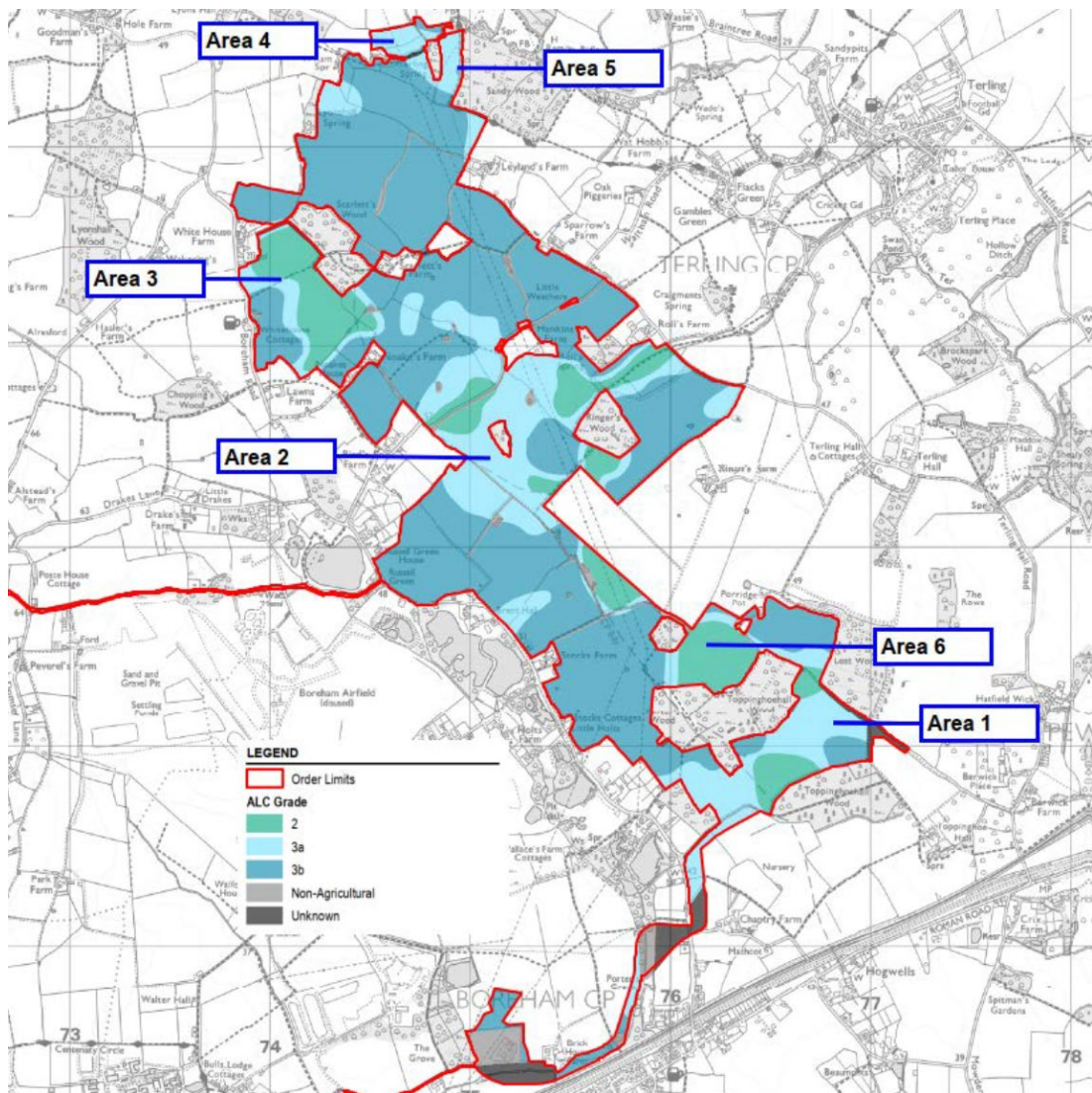
### **Examination**

- 5.7.31. In ExQ1.9.4 [[PD-007](#)], I queried how the Applicant had sought to minimise the impacts on BMV agricultural land. I also asked the Applicant to explain how the temporary loss of BMV agricultural land would be an effective use of land.
- 5.7.32. In response [[REP1b-042](#)], the Applicant explained that it had refined the Order Limits during the design process to exclude BMV agricultural land from the scheme and had proposed measures to protect soil during construction, operation and decommissioning.
- 5.7.33. Furthermore, it noted the lack of alternative sites in the vicinity of the 400kV power line between Rayleigh and Braintree with a lower ALC rating than the proposed Site as well as the temporary, reversible impact on agricultural land.
- 5.7.34. In addition, it drew attention to Paragraphs 6.7.29 and 6.7.30 of the Planning Statement [[REP4-010](#)] which explain why the specific areas of BMV agricultural land that are included within Order Limits are justified and represent an effective use of land.
- 5.7.35. In response to the concerns raised around food security [[REP2-029](#)], the Applicant pointed out that climate change is one of the biggest threats to food production and while it acknowledged that food security is an important issue, it noted that there is no requirement to consider food security in decision making, either at a national or local level.
- 5.7.36. The Applicant's case for the loss of BMV agricultural land was explored further at ISH2 [[EV-012](#), [EV-013](#) and [EV-014](#)] where it explained that the areas of BMV agricultural land that could be omitted from the scheme and farmed effectively alongside it have already been removed through the design process. The remaining areas are generally small, awkwardly shaped and dispersed across the site and are interspersed with areas of lower quality land.
- 5.7.37. It drew attention to Figure H of the Planning Statement (reproduced below in Figure 6) which identifies six different areas of BMV agricultural land which would be affected by the scheme. For each of these areas the Applicant provided sustainability considerations which justify its loss

including taking advantage of existing visual screening, practicability of farming it in isolation or alongside the solar farm, biodiversity mitigation and enhancement.

5.7.38. The Applicant also drew attention to the SoCG between itself and NE [REP4-028], in which NE agrees that the Proposed Development is unlikely to lead to a significant permanent loss of BMV agricultural land as a resource for future generations. The Applicant also noted that a similar approach had been accepted by the SoSBEIS in the Little Crow Solar Park Order DCO.

**Figure 6: Areas of BMV agricultural land within the Order Limits.**



(Source: Figure H of the Planning Statement [REP4-010])

5.7.39. At ISH2, I also sought clarification on the Applicant's approach to ALC classification and sampling as well as its intentions in respect of grazing. The Applicant confirmed [REP3-039] that while grazing remained a possibility, it did not rely on the potential for continued agricultural use by way of grazing as part of its justification and/ or mitigation.

- 5.7.40. Following ISH2, the Applicant acknowledged there will be a degree of uncertainty with any sampling method. However, it pointed out that the level of uncertainty is small and considered that this does not affect the findings of the ES. Furthermore, it noted that the approach taken accords with the relevant guidelines and has not been disputed by NE or the Host Authorities [[REP3-039](#)].
- 5.7.41. At ISH2, I also asked the Applicant to comment on the applicability of the WMS which had been referred to by a number of IPs. In response, the Applicant provided a Position Statement (Appendix A of [REP3-039](#)), explaining why it considers the WMS should not be considered to be an important and relevant matter in the determination of the application.
- 5.7.42. At Deadline 4 [[REP4-040](#)], while it accepted that it was directed towards applications under TCPA, BDC noted that the WMS was a material consideration which shaped the formation of the BDLP.
- 5.7.43. As I have made clear in Chapter 3 above, the WMS is still extant, and I consider it is an important and relevant consideration in the determination of this application. While I agree that it is directed towards applications under the TCPA1990 and, as such, is not a predominant consideration in the determination of the application, it nevertheless provides further context to the Government's general approach to the siting of solar farms on BMV agricultural land.
- 5.7.44. In ExQ2 (ExQ2.9.1) [[PD-009](#)], I asked the Applicant to provide an estimate of the total area of BMV agricultural land within the regional area and to provide an estimate of the area of temporary loss from the Proposed Development as a percentage of the total area.
- 5.7.45. In response, the Applicant stated that East England contains 618,789ha of BMV agricultural land and that the temporary loss of 150ha of BMV would represent 0.02% of the BMV agricultural land available in the region. The permanent loss of 6ha would represent less than 0.001% [[REP4-034](#)].
- 5.7.46. Having considered the matter in detail, it is clear that the majority of the land is classified as grade 3b. While I note that this is still capable of moderate yields, it does not fall within in the definition of BMV and the Government has made clear (in Powering Up Britain (2023)) that it will not be making changes to categories of agricultural land in ways that might constrain solar development.
- 5.7.47. I have had careful regard to the concerns raised by local residents around land classification and the potential impact the temporary loss of the land would have on the UK's food security. Indeed, food security is an integral part of the protection afforded to BMV agricultural land. It is intended to protect land over the long term, benefitting those living now while ensuring it is preserved for future generations.
- 5.7.48. However, while it is clear that a considerable amount (156ha) of BMV agricultural land will be affected during construction and operation, the impact on the vast majority (150ha) of this important resource is both

temporary (albeit long-term) and reversible. No robust evidence was submitted to the Examination which would indicate that the loss of 150ha of BMV agricultural land over the 40-year duration of the Proposed Development would jeopardise the UK's food security either now or in the future. Indeed, when considered through the lens of food security, the Proposed Development would successfully enable the energy needs of today to be met while preserving the land's agricultural value for future generations.

- 5.7.49. Taking into account the limited amount of BMV agricultural land that would be permanently lost (6ha, which the Applicant estimates to represent less than 0.001% of the BMV available in the region), as well as the wider sustainability considerations identified by the Applicant, I consider a compelling case for the permanent loss of 6ha of BMV agricultural land has been made out. As such, I find that the Proposed Development would accord with both national and local planning policy in this respect.
- 5.7.50. Nevertheless, in my view, the loss of any BMV agricultural land is to be discouraged and both the temporary loss of 150ha and the permanent loss of 6ha weighs against the application. However, the Applicant has sought to minimise the impacts on BMV agricultural land. Where BMV agricultural land is lost, it would be limited in extent and duration and would be justified by other sustainability considerations. As such, while it would result in some further harm, I consider it attracts only a small amount of weight in the overall planning balance.

### **Conclusions on BMV Agricultural Land**

- 5.7.51. Taking account of the above, I consider the Applicant's ALC report (ES Appendix 12A) provides a robust assessment of the ALC classification of the land located within the Order Limits.
- 5.7.52. In order to ensure that soil quality is managed and maintained, Requirement 19 of the dDCO [[REP8-009](#)] makes provision for the submission of a SRMP (which must be substantially in accordance with the oSRMP). This will ensure that the land quality is maintained throughout the operational lifetime of the Proposed Development.
- 5.7.53. Nevertheless, the loss of any BMV agricultural land is to be discouraged and both the temporary loss of 150ha and the permanent loss of 6ha weighs against the application. However, I accept that the Applicant has sought to minimise the impacts on BMV agricultural land. Where BMV agricultural land is lost, it would be limited in extent and duration and would be justified by other sustainability considerations. As such, while it would result in some further harm, I consider it attracts only a small amount of weight in the overall planning balance.
- 5.7.54. Overall, the Proposed Development meets the requirements of the NPS, the dNPS and would be in accordance with both national and local policy in this respect.

## **5.8. SOCIO-ECONOMIC, LAND USE AND HUMAN HEALTH**

5.8.1. This section addresses the social, economic, health, wellbeing and other land use effects of the Proposed Development, which includes effects on mineral resources; recreation (including PRoW); employment; and human health including electric, magnetic and electromagnetic fields.

### **Policy Considerations**

5.8.2. NPS EN-1 recognises that energy production has the potential to impact on the health and well-being of the population<sup>13</sup>. The direct impacts on health can include increased traffic, air or water pollution, dust, odour, hazardous waste and substances, noise, exposure to radiation, and increases in pests. It also notes that generally, those aspects of energy infrastructure which are most likely to have a significantly detrimental impact on health are subject to separate regulation which will constitute effective mitigation of them. It also encourages the promotion of local improvements to encourage health and wellbeing.

5.8.3. Section 5.12 deals in detail with the socio-economic effects of major energy infrastructure and requires applicants to include in their application an assessment all relevant socio-economic impacts including:

- the creation of jobs and training opportunities;
- the provision of additional local services and improvements to local infrastructure, including the provision of educational and visitor facilities;
- effects on tourism;
- the impact of a changing influx of workers during the different construction, operation, and decommissioning phases of the energy infrastructure; and
- cumulative effects.

5.8.4. NPS EN-1 also notes that PRoWs, national trails and other rights of access to land are important recreational facilities for walkers, cyclists and horse riders. It makes clear that applicants should take appropriate mitigation measures to address adverse effects on rights of way.

5.8.5. Furthermore, dNPS EN-3 notes that considering the likely extent of solar sites, it is possible that proposed developments may affect the provision of local footpath networks and PRoW. It indicates that it should be the applicant's intention, where practicable and safe, to keep all PRoW that cross the proposed development site open during construction and to protect users where a public right of way borders or crosses the site. Developers are encouraged to design the layout and appearance of the site to ensure continued recreational use of PRoW, and to minimise as much as possible the visual outlook from existing footpaths.

5.8.6. Paragraph 100 of the NPPF indicates that planning policies and decisions should protect and enhance PRoW and access, including taking

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<sup>13</sup> NPS EN-1, Paragraph 4.3.1.



opportunities to provide better facilities for users, for example by adding links to existing rights of way networks including National Trails.

- 5.8.7. NPS EN-1 also makes clear (at paragraph 5.10.9) that applicants should safeguard any mineral resources on the proposed site as far as possible, taking into account the long-term potential of the land use after any future decommissioning has taken place. This accords with paragraph 209 of the NPPF which recognises the importance of ensuring that there is a sufficient supply of minerals to provide infrastructure, buildings, energy and good that the country needs. Paragraph 212 states that local planning authorities should not normally permit other development proposals in mineral safeguarding areas if it might contain future use for mineral working. Similar advice is found in dNPS EN-1.
- 5.8.8. Likewise, EMLP Policy S8 seeks to safeguard mineral resources of national and local importance from development that would prejudice the effective working of a permitted mineral reserve.
- 5.8.9. NPS EN-5 contains guidance on the assessment of the effects of electromagnetic fields (EMFs) with reference to the guidelines on exposure of people to EMFs published by the International Commission on Non-Ionizing Radiation Protection (ICNIRP). This advice is carried forward into dNPS EN-5.
- 5.8.10. BDLP Policies SP3 and LPP7 support diversification of the rural economy in general but BDC note in its LIR that neither policy is designed to cover a solar farm development of the scale proposed.
- 5.8.11. Similarly, CLP Policy S7 supports the diversification of the rural economy.

### **Applicant's Approach**

- 5.8.12. ES Chapter 12 [[APP-044](#)] sets out the Applicant's assessment of the socio-economic and land use effects of the Proposed Development. It identifies that it has the potential to have effects on employment generation, the local economy, recreational users of PRoW, local amenity and land use (including, amongst other things, mineral resources). The effect on agricultural land is considered separately above.

#### *Employment and the local economy*

- 5.8.13. In summary, the Applicant identifies a temporary moderate beneficial benefit on employment generation and the local economy during construction, estimating that around 380 full time equivalent (FTE) jobs would be created - around 45% of which would be sourced from within a 60m travel distance of the study area (around 171 FTE).
- 5.8.14. During operation around 8 jobs would be created replacing the 8 agricultural jobs the Applicant estimates would be lost. As such, no significant effects on employment resulting from operation of the Proposed Development are predicted.

### *PRoWs*

- 5.8.15. There are several PRoW within or abutting the Order Limits. These are identified in paragraph 12.6.27 – 12.6.33 of ES Chapter 12 [[APP-044](#)] and can be seen in ES Figure 13-2: Existing Walking and Cycle Routes [[APP-194](#)].
- 5.8.16. The Applicant recognises that the construction and decommissioning of the Proposed Development would result in some disruption to the use of a number of these PRoW. However, it notes that this can be effectively managed to enable access to remain open during all phases with only a limited number of temporary diversions.
- 5.8.17. The application was accompanied by a PRoW Management Plan [[REP3-008](#)] which outlines how PRoW will be managed during construction, operation and decommissioning to ensure they are safe and accessible. It includes details of fencing to separate construction activities from routes, minimum widths to be maintained throughout the construction phase, careful management of crossing points and reinstatement following completion of works.
- 5.8.18. Further details of the proposed management measures and the locations of crossing points can be found in ES Figure 13-4: PRoW Management Plan (Construction Phase) [[APP-196](#)].
- 5.8.19. All diverted routes would be re-opened during the operational phase. The Applicant also proposes the creation of a number of new permissive routes which aim to improve connectivity throughout the Solar Farm Site. Details of the permissive routes are set out in the oOEMP [[REP5-007](#)] and shown on the permissive paths plan [[REP7-018](#)]. They would be secured throughout the operational phase of the Proposed Development by Requirement 17 of the dDCO [[REP8-009](#)].
- 5.8.20. However, the Applicant recognises that such permission can be revoked following the operational phase of development. Taking this into account, the Applicant assesses the Proposed Development would have a minor beneficial effect on users of PRoW.

### *Local amenity*

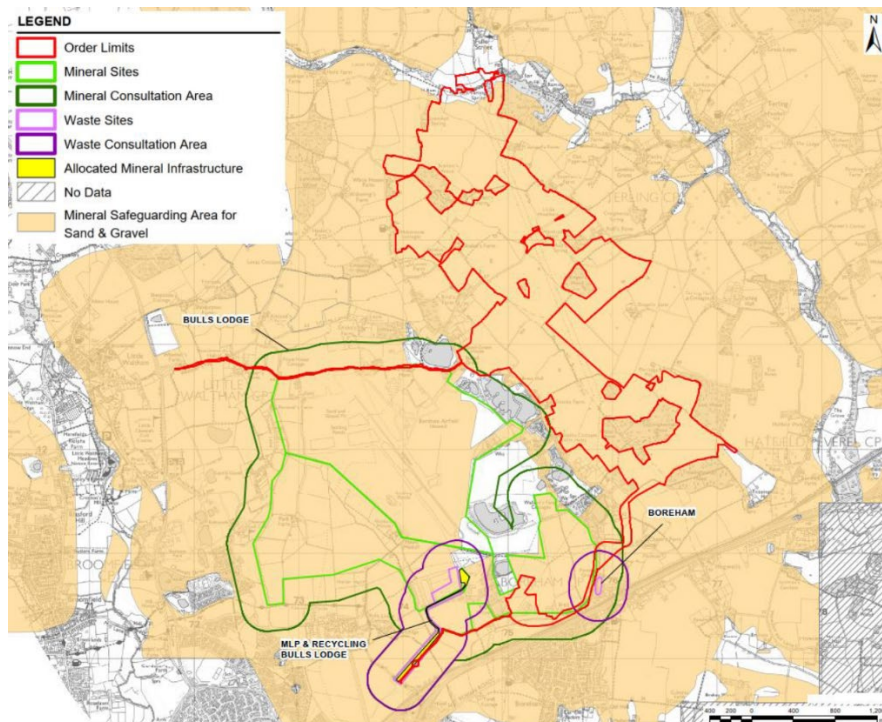
- 5.8.21. ES Chapter 12 [[APP-044](#)] also considers the effect of the Proposed Development on local amenity including residential properties, business premises and community facilities.
- 5.8.22. The Applicant identifies a small number of properties, businesses and community facilities located close to the Order Limits. While it acknowledges that these local residents and businesses will experience temporary adverse effects as a result of construction activities, it notes that temporary traffic management would only be required for a limited period.
- 5.8.23. Taking into account the residual effects identified in the assessments of air quality, noise and vibration, traffic and transport and visual effects, it

concludes that there are no receptors identified as likely to experience a significant effect on their amenity during construction, operation or decommissioning.

### *Mineral resources*

- 5.8.24. The majority of the Order Limits fall within a MSA for sand and gravel. However, the Applicant explains that no sterilisation of safeguarded mineral within the Solar Farm Site would occur as the land would be restored to its present, agricultural use following decommissioning. This is accepted by the ECC as the Minerals and Waste Planning Authority (MWPA).
- 5.8.25. The Bulls Lodge Substation Extension site and the proposed Grid Connection Route are also located within a MCA. The land proposed for the Bulls Lodge Substation Extension is already consented for mineral extraction as part of the Park Farm Planning Permission and forms part of Bulls Lodge Quarry - a sand and gravel quarry located around 1.3 km to the northeast of Chelmsford.
- 5.8.26. This area of land would be permanently lost to accommodate the Bulls Lodge Substation Extension. [Figure 3](#) (see Chapter 2 above) shows the overlap between Order Limits, Bulls Lodge Substation and the Park Farm Planning Permission.
- 5.8.27. Figure 7 below provides a spatial representation of the minerals and waste designations in relation to the Proposed Development.

**Figure 7: Spatial Representation of the minerals and waste designations in relation to the Proposed Development**

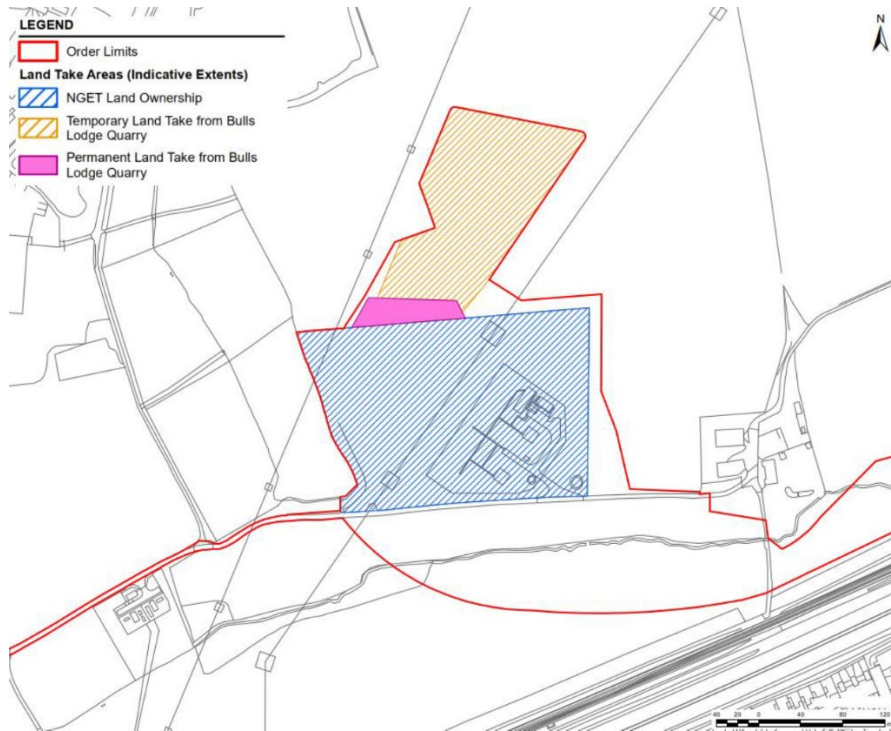


(Source: Fig. 2-1 of the Applicant's MIIA [[REP1b-032](#)])

5.8.28.

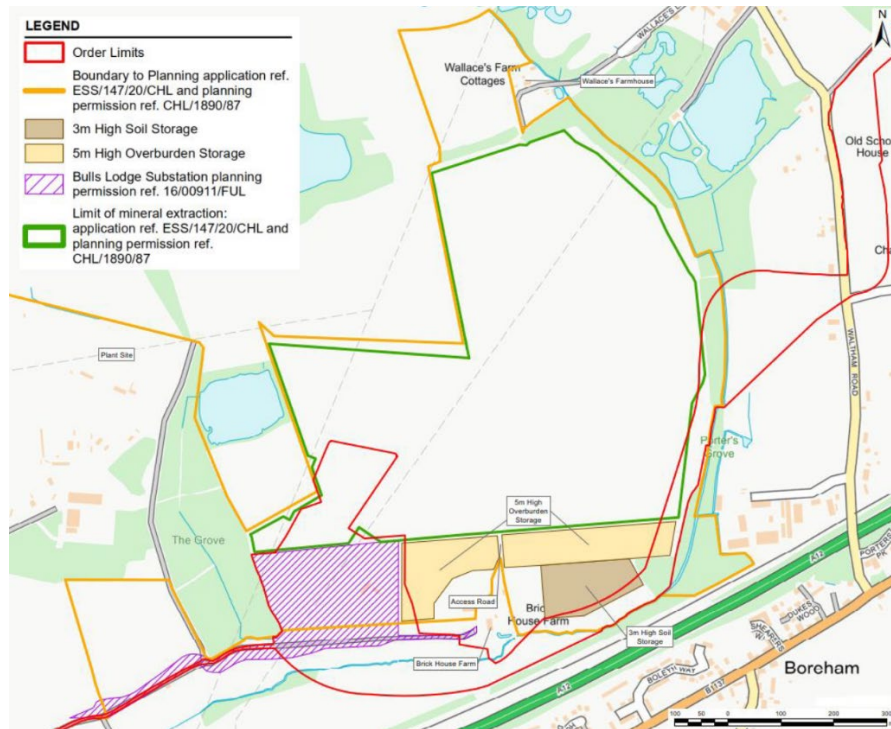
Figure 8 below shows the permanent and temporary land take proposed from Bulls Lodge Quarry.

**Figure 8: Proposed land take from Bulls Lodge Quarry**



(Source: Fig. 3-3 of the Applicant's MIIA [[REP1b-032](#)])

**Figure 9: Proposed Order Limits overlain on limits for mineral extraction at Bulls Lodge Quarry**



(Source: Fig. 3-4 of the Applicant's MIIA [[REP1b-032](#)])

- 5.8.29. The Order Limits also include an area in the south-east which is proposed for mineral extraction, overburden and topsoil stockpiling. This is shown in Figure 9 above.
- 5.8.30. The Applicant has provided a Mineral Infrastructure Impact Assessment (MIIA) [[REP1b-032](#)] and a Mineral Safeguarding Assessment (MSA) [[APP-211](#)] which assesses the impact of the Grid Connection Route, the Bulls Lodge Substation Extension and the site access on Bulls Lodge Quarry.
- 5.8.31. In summary, it recognises that there will be a permanent loss of around 18,000m<sup>3</sup> of potential mineral (sand and gravel) as a result of the Bulls Lodge Substation Extension. However, the Applicant explains (in the MIIA) that the permanent land take would consist of an area of around 0.2ha representing around 0.1% of land within the wider quarry. The Applicant considers the loss of this resource would not impact on the viability of the remaining reserve or significantly reduce the mineral supply in Essex.

#### *Summary*

- 5.8.32. Tables 12-28, 12-29 and 12-30 of ES Chapter 12 provide a summary of residual socio-economic and land use effects during construction, operation and decommissioning respectively.
- 5.8.33. In summary, they predict significant benefits to employment generation during construction and decommissioning as well as to the local economy and minor beneficial effects to users of PRow during operation as a result of new permissive routes. No effects are predicted on local amenities, including residential properties, business premises or community facilities and only a minor adverse effect on mineral resources.

#### **Views of IPs**

##### *UK Health Security Agency*

- 5.8.34. The UKHSA raised a number of concerns in its RR [[RR-101](#)] with the assessment of health impacts in the ES and sought clarification to understand the significance of the impact. Discussions continued between the parties during the Examination and UKHSA confirmed at Deadline 5 that it was satisfied with the assessment undertaken.
- 5.8.35. There are no outstanding areas of disagreement between the Applicant and UKHSA.

##### *Host Authorities*

- 5.8.36. BDC stated in its LIR [[REP1b-059](#)] that it considers the Applicant's socio-economic assessment is detailed and substantial and provides a thorough consideration of the impact of the Proposed Development in this respect.
- 5.8.37. CCC noted that the Proposed Development would lead to a moderate beneficial effect on the local economy during construction [[REP1b-063](#)].

- 5.8.38. ECC, in its LIR [[REP1b-067](#)], noted that while the jobs would be temporary, the skills attained would be transferable to other energy and infrastructure projects. They also note a local skills and employment plan should help maximise the benefits to the local economy.
- 5.8.39. ECC accept that the majority of the Proposed Development would be temporary and as such prior extraction of minerals is not required. Furthermore, it accepts that it would not be practical to prior extract on the area of permanent land take. However, it raised concerns that the Proposed Development would sterilise an area of land already consented for extraction and might result in unforeseen operational consequences for the wider Bulls Lodge Quarry. It concludes that, as a result, the proposal does not comply with Policy S8 of the EMLP.
- 5.8.40. ECC, along with a number of IPs also encouraged community part ownership and local benefits to be included.

#### *Local Groups and other IPs*

- 5.8.41. The Essex Local Access Forum (ELAF) raised a number of concerns regarding access to the permissive routes for all users and was keen to ensure that the Proposed Development would result in the enhancement of PRow.
- 5.8.42. These concerns were expanded upon at ISH2 where ELAF explained that they wished to ensure that the permissive route was also available to horse riders and not just walkers and cyclists.
- 5.8.43. Other concerns raised by IPs in RRs and WRs include:
- A lack of any permanent legacy community assets
  - Lack of job creation
  - Impact on the local economy
  - Quality of the permissive paths
  - A lack of assessment of recreational impacts
  - Plans for education space have been removed
  - Plans should include outside learning provision for local schools

#### **Examination**

##### *PRowS*

- 5.8.44. In ExQ1 [[PD-007](#)], I sought further information on PRow and whether there were any other public rights of access exercisable over the Order Limits. This was explored further in ISH2 where ELAF expanded on their concerns regarding access for all and a lack of PRow enhancement.
- 5.8.45. At Deadline 4, ELAF sought additional connections at the northern and southern end which it considered would increase accessibility further.
- 5.8.46. An additional link was subsequently added by the Applicant on the northern boundary of PDA7. This would connect Rolls Farm Lane in the south to the proposed permissive path west of Leyland's Farm in the

north. An updated Permissive Paths Plan [[REP7-018](#)] and Outline Landscape Masterplan [[REP7-004](#)] was submitted at Deadline 7.

5.8.47. As for the southern connection, the Applicant explained [[REP7-005](#)] that it was not able to provide this link, as the Applicant does not expect to have appropriate land rights to provide it.

5.8.48. The Applicant confirmed [[REP7-005](#)] that horse-riding, cycling and walking would be permitted on all permissive paths.

#### *Employment and the local economy*

5.8.49. I was kept updated on the Development Consent Obligations being entered into by the Applicant. At Deadline 8, the Applicant submitted a duly executed DDCOOC dated 18 January 2023 [[REP8-011](#) and [REP8-012](#)] and made between the Applicant, the Landowner and the Host Authorities. Schedule 1 of that document includes the following development consent obligations:

- the submission of a Skills, Supply Chain and Employment Plan which aims to maximise business and employment opportunities for local companies and residents; and
- a skills and education contribution of £2.1 million to be paid in instalments of £50,000 per annum to be used for increasing opportunities in the local area for individuals in the renewable and sustainable development sector, and which may include the provision of training and apprenticeships.

5.8.50. At Deadline 6 the Host Authorities provided detailed justification for the inclusion of these obligations noting that there was a clear policy basis to ensuring they were secured [[REP6-065](#), [REP6-067](#) and [REP6-069](#)].

5.8.51. Having considered this matter carefully, I am satisfied that the Development Consent Obligations are necessary to make the development acceptable in planning terms and meet the relevant tests. As such they provide some modest benefit in support of the application.

#### *Mineral resources*

5.8.52. Policy S8 of the EMLP indicates that where development is permitted in MSAs, consideration should be given to the prior extraction of existing minerals. It also makes clear ECC's opposition to proposals that would unnecessarily sterilise mineral resources or conflict with the effective workings of permitted minerals developments.

5.8.53. ECC accepts that the majority of the development is temporary in nature and therefore prior extraction is not required. It also accepts that it would not be practical to require the prior extraction of the area of land to be permanently lost and that the loss of this area for mineral extraction would have little impact on the wider workings of the quarry. However, it nevertheless considers the Proposed Development would conflict with EMLP Policy S8 on the basis that it would sterilise an area of land that already has planning permission for mineral extraction.

- 5.8.54. At ISH2 [[EV-012](#), [EV-013](#) and [EV-014](#)], ECC expanded on its concerns noting that the operator of the Bulls Lodge Quarry had not expressed any intention to not work the area of land affected. It drew attention to the final paragraph of EMLP Policy S8 which indicates that ECC will oppose proposals which would unnecessarily sterilise mineral resources or conflict with the effective workings of permitted minerals development.
- 5.8.55. However, while I note the Council's concerns, the explanatory text to the EMLP makes clear that all proposals will be considered on their own individual merits and decisions will take into account factors such as the mineral importance of the resource, the particular use of a safeguarded mineral site, the nature of the proposed development, and the compatibility or degree of conflict.
- 5.8.56. In the present case, ECC has not suggested the resource which would be lost would be of any particular importance in the national or local mineral resource. Likewise, it has not identified any specific concerns in relation to the operational impact that the loss of the resource would have on the ability to work the remaining area. Similarly, no such concerns have been raised by the operator of Bulls Lodge Quarry.
- 5.8.57. Taking all of the evidence available into account, I consider the loss of 18,000m<sup>3</sup> of mineral resource in this small area of the quarry would have very little impact on either the mineral resource available nationally or locally. Likewise, I do not consider it would have any material impact on the operation of the quarry or the extraction of the remaining permitted resource. On balance, I find that the proposal would be in accordance with the NPS, dNPS, NPPF and EMLP Policy S8.

### **Other effects**

#### *Human Health*

- 5.8.58. ES Chapter 15 (Human Health) [[APP-047](#)] sets out the Applicant's assessment of the effect of the Proposed Development on Human Health. It considers the potential consequences for human health and wellbeing from all stages of the Proposed Development and draws on the conclusions reported in ES Chapter 13 (Transport and Access) [[APP-045](#)], ES Chapter 11 (Noise and Vibration) [[APP-043](#)], ES Chapter 14 (Air Quality) [[APP-046](#)] and ES Chapter 12 Socio-Economics and Land Use [[APP-044](#)].
- 5.8.59. In summary, it indicates that while there would be some minor negative impacts on health resulting from the temporary loss of facilities for users of the PRoW network during construction, no significant impacts are expected, and no additional mitigation is necessary.
- 5.8.60. During operation, impacts on human health are assessed to be positive due to increases in active travel and recreational opportunities afforded by the new permissive routes.
- 5.8.61. No evidence was presented during the Examination which would lead me to conclude otherwise.



### *Electromagnetic fields*

- 5.8.62. In ExQ1.9.3, [[PD-007](#)], I queried the Applicants assertion that there would be no sources of electromagnetic fields due to the undergrounding of the grid connection and requested further information on how the Applicant had designed the route to avoid the potential for magnetic field effects on sensitive receptors.
- 5.8.63. In response [[REP1b-042](#)], the Applicant acknowledged that while undergrounding would eliminate the electric field altogether it would still produce a magnetic field. However, the Applicant pointed out that there were no residential properties within the Grid Connection Route and those outside the Order Limits were generally more than 10m away. Referring to the guidance set out in National Grid's 'undergrounding high voltage electricity transmission lines' document and the ICNIRP guidelines, the Applicant noted that any magnetic field generated by the underground cable would comply with the ICNIRP limits.
- 5.8.64. It also noted that the EMF levels for users of PRoW would be at a similar level to the EMF associated with general household appliances.
- 5.8.65. In ExQ2 [[PD-009](#)], I queried how the minimum depth would be secured within the ODP. In response, the Applicant added a new parameter to the ODP to ensure the 400kV cable would be buried at a minimum 0.9m depth when within 50m of sensitive receptors. This is included in the final ODP submitted at Deadline 6 [[REP6-007](#)].
- 5.8.66. Overall, based on the evidence presented, I conclude that the likelihood of adverse effects to human health as a result of EMFs is low.

### **Conclusions Socio-Economic, Land Use and Human Health**

- 5.8.67. I am satisfied that the Applicant has had adequate regard to the socio-economic, land use and human health impacts of the Proposed Development. The evidence presented indicates that there would be some moderate positive socio-economic benefits to the local economy during construction not least in terms of job creation. I also acknowledge the Proposed Development has the potential to support further economic development in the local area.
- 5.8.68. While I recognise there would be some temporary effects on PRoW during construction, I see no reason in principle that there could not be sufficiently mitigated by the measures proposed.
- 5.8.69. Taking all of the above matters into account, I find that the Applicant has had adequate regard to the socio-economic, human health and other land use impacts of the Proposed Development. The evidence indicates that no significant adverse impacts on employment, the local economy, PRoW, human health or mineral resources are likely to arise from the Proposed Development.
- 5.8.70. Accordingly, I am satisfied that the application accords with the guidance set out in NPS EN-1, NPS EN-5, dNPS EN-1, dNPS EN-3 and dNPS EN-5 in

this respect. Likewise, I find no conflict with the policies set out in the NPPF or local development plans.

## **5.9. TRANSPORT AND TRAFFIC**

5.9.1. Transport and traffic were not a main focus during the Examination and both ECC as local highway authority and NH are content with the transport assessments undertaken. Some concerns were raised by Parish Councils, local interest groups and residents in relation to the effect the Proposed Development would have on the local highway network and Protected Lanes. This section summarises the Applicant's assessment of transport and traffic impacts (including access), identifies the concerns of Parish Councils, local interest groups and residents and sets out my findings in relation to transport and traffic.

### **Policy Considerations**

- 5.9.2. NPS EN-1 recognises that new energy NSIPs can result in substantial impacts on the surrounding transport infrastructure. It identifies the traffic and transport effects that can arise from energy infrastructure developments and advises applicants to include a transport assessment using methodologies agreed with the relevant national and local highways and transportation authorities. It also indicates that the SoS should seek to ensure that the application has sought to mitigate impacts, including during the construction phase of the development. Similar advice can be found in dNPS EN-1.
- 5.9.3. Likewise, dNPS EN-3 notes the importance of assessing various potential routes to the Order Limits for the delivery of materials and components during the construction period and the suitability of access roads for vehicles transporting components and the need to identify potential modifications where necessary.
- 5.9.4. Furthermore, it makes clear that the SoS should be satisfied, taking into account the views of the relevant local highway authorities, that any abnormal loads can be safely transported whilst minimising inconvenience to other road users and that the environmental effects of this and other construction traffic, after mitigation, are acceptable.
- 5.9.5. It also notes that once solar farms are in operation, traffic movements to and from the site are expected to be generally very light, and it is therefore very unlikely that traffic or transport impacts from the operational phase of a project would prevent it from being approved by the SoS.

### *NPPF*

- 5.9.6. The NPPF indicates that transport issues should be considered from the earliest stages of development proposals so that the potential impacts of proposed development on transport networks can be addressed and opportunities to promote walking, cycling and public transport are identified and pursued.

5.9.7. In terms of decision making, paragraph 110 advises that in assessing specific applications for development, it should be ensured that, amongst other things, safe and suitable access to the site can be achieved for all users and any significant impacts on the transport network, or on highway safety, can be cost effectively mitigated to an acceptable degree. Paragraph 111 makes clear that development should only be refused on highways grounds if there would be an unacceptable impact on highway safety, or the residual cumulative impacts on the road network would be severe.

### **Applicant's Approach**

5.9.8. ES Chapter 13 (Transport and Access) [[APP-045](#)] sets out the Applicant's consideration of transport and access. It is supported by the following documents:

- ES Appendix 13A (Transport Assessment) [[APP-093](#)]
- ES Appendix 13B (fCTMP) [[REP7-015](#)]
- Appendix 13C (PRoW Management Plan) [[REP3-008](#)]
- ES Figure 13-1 (Surrounding Highway Network (Including Future Improvements)) [[APP-193](#)]
- ES Figure 13-2 (Existing Walking and Cycle Routes) [[APP-194](#)]
- ES Figure 13-3 (Agreed Routing Strategy (Heavy Goods Vehicles (HGVs)) [[APP-195](#)]
- ES Figure 13-4 (PRoW Management Plan (Construction Phase)) [[APP-196](#)]
- ES Figure 13-5 (Estimated Extent of Carriageway Widening) [[APP-197](#)]

5.9.9. It includes details on the assessment methodology, significance criteria and study area. It also makes clear that the assessments undertaken are based on the ODP and present a worst-case scenario. Operational impacts were excluded due to the low number of trips associated with the operation and maintenance of the Proposed Development.

5.9.10. It identifies a number of embedded design mitigation measures which will be implemented during the construction and decommissioning stages. These comprise:

- restrictions on the movement of HGVs to certain routes and times including avoiding Protected Lanes, together with monitoring;
- maintaining and managing access along PRoWs, accesses and crossing points during construction;
- provision of a suitable access point from Waltham Road;
- temporary traffic management for cable crossings;
- encouraging alternative travel arrangements;
- maintaining and improving operational access;
- screening solar glare; and
- provision of sufficient onsite parking to accommodate the low demand during operation.

5.9.11. These are included in the fCTMP [[REP7-015](#)], the PRoW Management Plan [[REP3-009](#)], the oLEMP [[REP7-016](#)], the oCEMP [[REP4-014](#)], the oOEMP

[[REP5-007](#)] and the Decommissioning Strategy [[REP1b-038](#)]. They are secured by Requirement 7 (Detailed Design), Requirement 9 (LEMP), Requirement 14 (OEMP), Requirement 15 (CEMP), Requirement 17 (Permissive Paths), Requirement 18 (PRoW Diversions), Requirement 20 (Decommissioning Strategy), Requirement 21 (Highway Improvements) and Requirements 27 (Bulls Lodge Substation Works CTMP) of the dDCO [[REP8-009](#)].

- 5.9.12. Likewise, embedded design mitigation during the operational phase includes:
- improving connectivity for pedestrians and cyclists through the Solar Farm Site;
  - maintaining access to PRoWs within the Order Limits;
  - providing permissive paths to improve connections;
  - suitable access for operational vehicles;
  - controlling areas where any maintenance routes cross PRoWs or local access roads; and
  - planting of hedgerows to help conceal solar reflections.
- 5.9.13. These measures are included in the oOEMP [[REP5-007](#)] and are secured in Requirements 14 and 29 of the dDCO [[REP8-009](#)].
- 5.9.14. Based on the proposed routing and access strategy outlined in the TA, ES Chapter 13 considers the impact of the Proposed Development on a number of junctions and road links within the surrounding highway network. A plan showing the surrounding highway network can be found in ES Figure 13-1 [[APP-193](#)].
- 5.9.15. In summary, it indicates that a total of 126 two-way vehicle trips are expected to use the access on Waltham Road during the AM development peak hour (07:00 to 08:00) and 94 two-way trips during the PM development peak hour (18:00-19:00).
- 5.9.16. Furthermore, it highlights that there are expected to be significantly fewer trips during the local network peak hours of 08:00 to 09:00 and 17:00 to 18:00. The TA notes that during peak construction there would generally be up to 50 HGVs per day travelling to/ from the Solar Farm Site (100 two-way movements) potentially rising to 75 HGVs per day (150 two-way movements) for a one-month period. For the Bulls Lodge Substation this would be 46 HGVs per day representing 92 two-way movements.
- 5.9.17. Taking account of the embedded mitigation, the ES concludes that with the exception of Waltham Road, significant adverse effects are not likely to occur during construction, operation or decommissioning.
- 5.9.18. However, it does identify a moderate (significant) adverse effect on driver delay in relation to Waltham Road (to the north of the junction with the B1137 Main Road) during construction. It explains that this would equate to around 16 additional HGVs passing along this route during each of the peak hours (which the Applicant indicates would equate to one additional vehicle every 3-4 minutes).

- 5.9.19. As a result, the Applicant proposes additional mitigation using the Chelmer Valley Park and Ride site for construction worker parking in order to reduce the number of vehicle trips required. This is included in the fCTMP [[REP7-015](#)] and the Decommissioning Strategy [[REP1b-038](#)] and would be secured by Requirements 15 (CEMP) and Requirement 20 (Decommissioning and restoration) of the dDCO [[REP8-009](#)].
- 5.9.20. Table 3-21 of ES Chapter 13 provides a summary of the residual effects predicted for both construction and decommissioning. No significant effects are predicted.
- 5.9.21. ES Chapter 13 also assesses the cumulative effects of the Proposed Development along with a number of other committed development (agreed in consultation with ECC and NH). No cumulative impacts are predicted and cumulative effects are therefore expected to be negligible.

### **Views of IPs**

#### *National Highways*

- 5.9.22. NH noted in its RR [[RR-043](#)] that, having reviewed the documentation, it was satisfied that there would be no significant adverse transport implications for the SRN once construction is complete. Its main concerns related to the construction phase of the Proposed Development and its interaction with the proposed A12 Chelmsford to A120 widening scheme [[REP1b-094](#)]. Although it identified a number of concerns which were outstanding at that time, it subsequently confirmed in its final SoCG with the Applicant that it was supportive of the Proposed Development and there were no outstanding areas of disagreement between the parties [[REP8-003](#)].

#### *The Host Authorities*

- 5.9.23. ECC sought clarification on a number of highway and transportation matters but identified no conflict with local development plan policies. It did however raise some concerns regarding glint and glare and the effect on highway users [[REP1b-067](#)]. These matters were subsequently resolved and ECC confirmed in its final SoCG with the Applicant that there were no outstanding issues between itself and the Applicant in relation to transport and traffic [[REP8-005](#)].
- 5.9.24. BDC noted, in its LIR [[REP1b-059](#)] that while overall compliance and acceptability in terms of highway safety is a matter for the relevant statutory Highway Authorities, it considered the Applicant's Transport Assessment is thorough and, provided the routing of construction vehicles is secured with certainty to avoid the Protected Lanes, then it would comply with the requirements of local planning policy.
- 5.9.25. Likewise, CCC stated [[REP1b-063](#)] that it considered the proposal was not expected to lead to any significant residual effects in relation to highway safety and raised no concerns in relation to transport and traffic matters.

*Parish Councils, local groups and other IPs.*

- 5.9.26. Concerns were raised by Little Waltham Parish Council [[RR-052](#)] in relation to the use of the A131 (Essex Regiment Way) along Wheelers Hill and Cranham Road. They noted that this would include using small country roads that are not appropriate for construction traffic and would damage verges and have a detrimental impact on the rural area.
- 5.9.27. Terling and Fairstead Parish Council [[RR-093](#)] raised concerns with the potential impact on Protected Lanes.
- 5.9.28. Boreham Conservation Society made representations that the proposed access route was impractical and the routing strategy unenforceable as well as asserting that the proposed road widening may not be possible. They also raised concerns that Waltham Road was narrow, dangerous, has concealed entrances, no lighting and was dangerous for use by HGVs [[RR-009](#)].
- 5.9.29. Essex Bridleways Association [[RR-034](#) and [REP1b-085](#)] were concerned that the proposed permissive routes were for walkers only and did not enable use by others, including those on horseback. They also noted that the proposal provides an opportunity to upgrade the status of the extensive footpath network to allow equestrians to benefit from greater and safe off road access to the countryside. Similar concerns were raised by ELAF.
- 5.9.30. Other concerns raised by IPs include:
- safety issues associated with increased traffic and safety on narrow local roads;
  - increased congestion;
  - use by HGVs; routing;
  - impact on Protected Lanes;
  - access for emergency vehicles;
  - potential loss of bridleways and footpaths;
  - provisions for increased access;
  - limiting deliveries to outside peak hours and only using HGVs with a EURO5 emission standard or above;
  - Concerns were also raised in relation to routing through Terling.

### **Examination**

- 5.9.31. In response to matters raised by IPs in RRs, the Applicant explained that HGVs will be routed from/ to the west via the A130, Wheelers Hill and Cranham Road, with supporting highway improvements where necessary. It drew attention to its review of the existing accidents carried out as part of ES Appendix 13A (TA) [[APP-093](#)] which reviewed data over 3-5 years and reveals that the Proposed Development is not expected to exacerbate safety conditions on the highway network. Furthermore, it noted that the proposed widening of Wheelers Hill and Cranham Road would improve safety for walkers, runners, cyclists and riders by creating sufficient passing room for vehicles.

- 5.9.32. The Applicant also noted that the strategy for routing HGVs has been agreed with ECC as the highway authority and HGV movements would be restricted to certain routes to prevent construction traffic using the B1137 Main Road and passing through Hatfield Peverel and/ or Boreham. It also confirmed that all HGVs would avoid the 3km section of Waltham Road between Main Road the proposed site access.
- 5.9.33. Furthermore, in response to the concerns raised by the Parish Councils, the Applicant noted that the route from the A131 via Wheelers Hill and Cranham Road provided the most direct route and would minimise disruption in the nearby villages of Boreham and Hatfield Peverel. It also pointed out that the routing and access strategy seeks to limit the use of the Protected Lanes and local roads.
- 5.9.34. In relation to PRowS, the Applicant pointed out that no loss of footpaths or bridleways is proposed and all PRowS would be carefully managed during construction via the PRow Management Plan [[REP3-008](#)]. It also noted that permissive paths will also be provided during operation to facilitate connections across the Order Limits as well as to the Essex Way. All PRowS in the vicinity will remain open and accessible for public use.
- 5.9.35. In response to Essex Bridleways Association, the Applicant noted that there were no designated bridleways that the permissive path could connect to. Further consideration of the effect of the proposed Development on users of PRowS can be found in section 5.8 above.
- 5.9.36. In ExQ1 [[PD-007](#)], I queried how access to the permissive paths would be secured throughout the lifetime of the Proposed Development (ExQ1.12.1). In response [[REP1b-042](#)], the Applicant explained that Requirement 17 of the dDCO [[REP8-009](#)] requires the permissive paths to be provided and open to the public at the date of final commissioning. It also added additional wording to make clear that the permissive paths would be made accessible to the public during operation and maintained until the commencement of decommissioning. Details of the maintenance and management of the permissive paths will be included in the final OEMP. This is secured by Requirement 14 of the dDCO.
- 5.9.37. I also asked the Applicant to explain how the removal of the proposed eastern access for Bulls Lodge Substation had been secured in the dDCO (ExQ1.12.3). In response [[REP1b-042](#)], the Applicant amended Art 12 of the dDCO to ensure that the temporary means of access would be restored to the satisfaction of the relevant street authority.
- 5.9.38. In ExQ2 (ExQ2.12.1) [[PD-009](#)], I noted the acceptance of NH's proposed A12/ A120 road widening scheme by the Planning Inspectorate and that, as a result, new information might have become available. Consequently, I asked the Applicant to confirm whether this influenced the cumulative assessments undertaken in relation to transport and traffic.
- 5.9.39. In response, [[REP4-034](#)] the Applicant noted that it remained in regular contact with NH on the potential interaction between the Proposed

Development and the A12 to A120 widening scheme. It confirmed that it considered the cumulative assessments undertaken in the ES remains valid.

- 5.9.40. At the close of the Examination, NH confirmed in its final SoCG with the Applicant [[REP8-003](#)] that there were no unresolved matters in relation to transport and traffic. Likewise, the final SoCG between the Applicant and the Host Authorities confirms that there were no outstanding matters of disagreement between them in relation to transport and traffic [[REP8-005](#)].

### **Conclusions on Transport and Traffic**

- 5.9.41. Taking the above matters into account, I find that the traffic and transport assessment set out in the ES meets the requirements of NPS EN-1, dNPS EN-1 and dNPS EN-3. I am also content that it accords with the NPPF and local development plan policies.
- 5.9.42. Furthermore, I am satisfied that that no significant traffic or transportation effects are likely to arise from the Proposed Development either alone or in combination with other developments.
- 5.9.43. In addition, I consider the control and management measures contained in the fCTMP [[REP7-015](#)], the PRoW Management Plan [[REP3-009](#)], the oLEMP [[REP7-016](#)], the oCEMP [[REP4-014](#)], the oOEMP [[REP5-007](#)] and the Decommissioning Strategy [[REP1b-038](#)] (and secured by Requirement 7 (Detailed Design), Requirement 9 (LEMP), Requirement 14 (OEMP), Requirement 15 (CEMP), Requirement 17 (Permissive Paths), Requirement 18 (PRoW Diversions), Requirement 20 (Decommissioning Strategy), Requirement 21 (Highway Improvements) and Requirements 27 (Bulls Lodge Substation Works CTMP) of the dDCO [[REP8-009](#)]), are sufficient to mitigate any likely adverse effects of the Proposed Development to an acceptable level. As such, I consider this is neutral in the overall planning balance.

## **5.10. SAFETY**

### **Policy Considerations**

#### *National Policy Statements*

- 5.10.1. The NPSs and dNPS are silent on the safety issues arising from battery energy storage systems.

#### *The Development Plan*

- 5.10.2. BDC drew attention to Policy LPP70 of the Adopted Local Plan which addresses safeguarding from hazards with regard to the health and safety of the public.



### *The EIA Regulations*

- 5.10.3. Regulation 5 of the EIA Regulations requires the significant effects of a Proposed Development to be identified, described and assessed. Where relevant, this includes the expected significant effects arising from the vulnerability of the proposed development to major accidents or disasters that are relevant to that development.

#### **Applicant's Approach**

- 5.10.4. As explained in Chapter 2 above, the main purpose of the BESS is to provide peak generation electric energy time shifting and grid balancing services to the grid by capturing electricity generated from the PV panels and storing it in the batteries. It would then dispatch the stored energy to the electricity grid when it is most required.
- 5.10.5. It would consist of two fenced compounds either side of the proposed Longfield Substation (Work No. 3), north of Toppinghoehall Wood. Each compound would contain a number of BESS units mounted on reinforced concrete foundation slabs or concrete piles. They would also house associated equipment including transformers and bunding; inverters, switch gear, power conversion systems and ancillary equipment; monitoring and control systems; heating, ventilation and air conditioning systems; electrical cables; fire safety infrastructure; and containers or similar structures to house spare parts and materials required for the day-to-day operation of the BESS facility.
- 5.10.6. The Applicant's approach to battery safety is set out in ES Appendix 16B (BESS Plume Assessment) [[APP-103](#)]. This recognises there is a potential fire risk associated with lithium-ion batteries and provides an assessment of the potential credible worst case air quality impacts of a fire incident at the BESS compound. It identifies the main ways in which a lithium-ion cell might fail noting that the main potential for hazard is thermal runaway and ultimately, if not controlled a fire.
- 5.10.7. It notes that the design of the BESS is controlled in several ways. Prior to commencement a Battery Safety Management Plan (BSMP) must be submitted (in accordance with the outline BSMP (oBSMP) submitted with the application) and approved by the local planning authority in consultation with HSE, ECFRS and the EA. It also requires that the facility is operated in accordance with the approved plan.
- 5.10.8. The oBSMP [[APP-210](#)] considers the risks of fire associated with the BESS equipment and aims to minimise the impact of an incident. It includes, amongst other things, details of the measures to isolate electrical sources to enable firefighting activities, measures to extinguish or cool batteries involved in fire, minimise the environmental impact of an incident, contain fire water run-off and for the handling and disposal of damaged batteries.
- 5.10.9. Furthermore, the ODP contain controls over the BESS including that its chemistry will be lithium ion, and that an assessment will be undertaken, based on the detailed design for the BESS, to demonstrate that the risk

of fire and impacts from such a fire will be no worse than as assessed in the ES Appendix 16B (BESS Plume Assessment).

## **Views of IPs**

### *Host Authorities*

- 5.10.10. BDC raised no concerns with the safety of the battery technology and noted in its LIR that the oBSMP is comprehensive and details measures which would be employed in the event of a fire. It concludes that provided the Proposed Development is constructed and managed in accordance with the final BSMP it would comply with local policy.

### *Essex County Fire and Rescue Service*

- 5.10.11. No comments were received from ECFRS in relation to the plume assessment or the oBSMP. In its Deadline 3 response [[REP3-063](#)], ECFRS made a number of recommendations in relation to fire fighting infrastructure. The Applicant confirmed that it would provide detailed design information as part of the discharge of requirements.
- 5.10.12. The final SoCG between the Applicant and ECFRS [[REP3-022](#)] confirms that there are no outstanding areas of disagreement between the parties.

### *Other IPs*

- 5.10.13. Safety issues associated with the BESS technology were raised by a number of local groups and residents. In general, most were concerned with the fire risk posed by the lithium-ion batteries and its potential impact on local residents, nearby woodland and wildlife.

## **Examination**

- 5.10.14. In response to the concerns raised by IPs in their RRs, the Applicant [[REP1a-002](#)] drew attention to the 15m buffer applied to all existing woodland and noted that there would be no loss or deterioration of any ancient woodland or veteran trees, or adverse impacts on wildlife, as a result of the Proposed Development. Furthermore, it stated that the BESS Plume assessment [[APP-103](#)] demonstrates that under day-to-day operations there is a low risk of an incident and that the risk to the local population would be very low. No evidence was submitted into the Examination which would lead me to reach a different conclusion.
- 5.10.15. Moreover, it notes that the oBSMP [[APP-210](#)] details the design measures and controls to be included in the BESS to minimise the risk of a fire, which includes a framework for responding to an incident. The oBSMP [[APP-210](#)] has been developed by competent safety professionals in consultation with the HSE, the ECFRS and the EA.
- 5.10.16. In ExQ1 [[PD-007](#)] (ExQ1.4.1), I sought clarification on how the BESS Plume Assessment [[APP-103](#)] represents a worst case scenario.

- 5.10.17. In response, the Applicant acknowledged that different cell technologies will have different worst-case scenarios. However, it explained that in order to ensure that the final cell type chosen would result in no worse impact than what was assessed in the Plume Assessment, the ODP limits the design to a similar battery chemistry as that assessed in the ES (lithium-ion) and requires the BESS to be designed to ensure its impacts would be no worse than the conclusions set out in the Plume Assessment. Any battery types that show a plume assessment of greater impact than the one assessed will not be selected.
- 5.10.18. The ODP also require a further assessment to be undertaken once the final decision on battery technology is made. This is secured by Requirement 2 of the dDCO. I am satisfied that this will ensure that the impacts which would result from the final choice of battery cell would be no worse than that assessed in the Plume Assessment.
- 5.10.19. I also asked the Applicant to confirm that the proposed volume of water storage would be sufficient for the maximum deployable battery capacity. In response [[REP1b-042](#)], the Applicant explained it had worked with ECFRS to estimate a flow rate which would be appropriate for firefighting based on the methods ECFRS would use when fighting a battery fire. This has been used to calculate a minimum amount of water storage for firefighting. This has been included in the ODP.
- 5.10.20. At ISH2, I invited the Applicant to further outline its approach to battery technology/ safety and explain how it would minimise the risk of a fire or toxic plume event.
- 5.10.21. Mr Roberts, on behalf of the Applicant, explained in detail the approach to battery safety noting that the starting point was that all harm is preventable. While he recognised that lithium-ion batteries carry a risk, he explained that the risk is well understood and can be suitably mitigated.
- 5.10.22. He drew attention to the oBSMP [[APP-210](#)] and the measures it contains which aim to minimise the likelihood of an event occurring or if one were to occur, seek to ensure the safety of employees and to minimise any impact on surrounding areas. These would be secured by Requirements 7 (Detailed Design) and Requirement 8 (BSMP) of the dDCO [[REP8-009](#)].
- 5.10.23. The Host Authorities confirmed that they were content with the measures in relation to battery safety contained within the application, with ECC noting that it was particularly reassured by the dialogue between the Applicant and ECFRS.

### **Conclusion on the safety of the BESS**

- 5.10.24. In essence, the concerns expressed by IPs in relation to the safety of the battery energy storage system arise out of its scale, the recognised risks associated with lithium-ion batteries and the proximity of the BESS to the local population and wildlife. While I understand these concerns, I find the Applicant's evidence on this matter compelling. The Applicant has demonstrated a thorough understanding of the risks involved and the

measures required to ensure they are suitably mitigated. Furthermore, I consider that while there is a very low risk of fire, in the event that one did occur suitable measures have been secured in the dDCO to ensure that it would not significantly impact on the surrounding areas.

- 5.10.25. I see no reason that the identified risk cannot be suitably managed and mitigated through the safeguards and checks during final design, installation and thereafter in operation.
- 5.10.26. Overall, I consider that the information and analysis provided satisfies the EIA Regulations in respect of major accidents and disasters and would not be in conflict with national or local planning policy in this respect.

## **5.11. NOISE AND VIBRATION**

### **Policy Considerations**

- 5.11.1. NPS EN-1 notes that excessive noise and vibration can result in adverse effects on a range of receptors including impacts on the quality of human life, health, wildlife and biodiversity. Furthermore, it states that development consent should not be granted unless significant adverse noise impacts on health and quality of life are avoided and other adverse impacts are mitigated and minimised. It also advises that the SoS should be satisfied that, where possible, proposals contribute to improvements to health and quality of life through the effective management and control of noise.
- 5.11.2. Where impacts are likely to arise, paragraph 5.11.4 of NPS EN-1 sets out the matters that an applicant should include in the noise assessment, recognising that the nature and extent should be proportionate to the likely noise impact. It also advises that operational noise, with respect to human receptors, should be assessed using the principles of relevant British Standards (BS).
- 5.11.3. NPS EN-5 sets out national policy for noise and vibration considerations for electricity networks infrastructure. It recognises that audible noise can arise from the operation of substation equipment, such as transformers, given its tendency to emit a low frequency hum.
- 5.11.4. Paragraph 2.9.10 of NPS EN-5 advises that for decision making there is a need to ensure that the relevant noise assessment methodologies have been used by applicants and that appropriate mitigation options have been considered and adopted. Where applicants can demonstrate that appropriate mitigation measures would be in place the residual noise impacts are unlikely to be significant.
- 5.11.5. These principles in relation to noise are carried forward into dNPS EN-1 and dNPS EN-5 respectively. In addition, dNPS EN-3 states that proposals for renewable energy infrastructure should demonstrate good design to mitigate impacts such as noise.

5.11.6. As noted in Chapter 3 above, the NPSE seeks to clarify the underlying principles and aims in existing policy documents, legislation and guidance that relate to noise. It provides guidance on defining 'significant adverse effects' and 'adverse effects' by reference to the NOEL, LOAEL and SOAEL (further details on these can be found at paragraphs 3.8.15 to 3.8.17 above).

5.11.7. The NPPF and PPG provide further advice on noise in planning. I have had regard to this in my consideration of this topic.

#### *Local Planning Policies*

5.11.8. The local planning policy context reiterates the importance of ensuring that development proposals do not have an unacceptable impact in relation to noise.

#### **Applicant's Approach**

5.11.9. ES Chapter 11 [[APP-043](#)] sets out the Applicant's approach to noise and vibration and presents the findings of the Applicant's assessment of likely significant effects. It is supported by the following documents:

- ES Appendix 11A: (Acoustic Terminology) [[APP-088](#)];
- ES Appendix 11B (Baseline Noise Surveys [[APP-089](#)];
- ES Appendix 11C (Construction Noise Modelling [[APP-090](#)];
- ES Appendix 11D (Operational Noise Modelling) [[APP-091](#)]
- ES Figure 11-1 (Order Limits, Receptor Locations and Noise Modelling in Positions) [[APP-187](#)];
- ES Figure 11-2 (Noise Contour Plot – Operational Noise) [[APP-188](#)];
- ES Figure 11-3 (1,800 String Inverter Sensitivity Test) [[APP-189](#)]; and
- ES Figure 11-4 (Battery Energy Storage System (BESS) Acoustic Barrier Testing) [[APP-190](#)].

5.11.10. Together they set out baseline conditions, take into account relevant BS guidance, identify the study area, significance criteria and key Noise Sensitive Receptors (NSRs) and assess the likely significance of effect.

5.11.11. NSRs and monitoring locations are identified in ES Figure 11-1 (Order Limits, Receptor Locations and Noise Modelling in Positions) [[APP-187](#)] and summarised in Tables 11-3 and 11-4 of ES Chapter 11 [[APP-043](#)].

5.11.12. In order to avoid, reduce, prevent or offset potential environmental impacts during construction and decommissioning, the Applicant has included embedded mitigation in the design of the Proposed Development. This includes measures to control noise and vibration defined in Annex B of BS 5228-1 and section 8 of BS 5228-2.

5.11.13. Furthermore, a construction noise monitoring scheme will be developed prior to commencement of construction works. Requirements for monitoring during the decommissioning stages will be outlined in the Decommissioning Strategy.

- 5.11.14. Likewise, embedded design mitigation has been included in the operational phase including the siting of inverters away from sensitive receptors in locations where ambient noise levels are higher and the use of acoustic barriers or other noise reduction measures which achieve a minimum 10dB(A) sound reduction. Solar PV modules will be mounted on fixed structures which will not produce any noise emissions.
- 5.11.15. These embedded measures (for all stages) are set out in the Mitigation Schedule [REP3-014] and included in the oCEMP [REP4-014], fCTMP [REP7-015], oOEMP [REP5-007] and Decommissioning Strategy [REP1b-038]. They are secured by Requirement 13 (CEMP), Requirement 15 (CTMP), Requirement 20 (Decommissioning and restoration) , Requirement 7 (detailed Design) Requirement 14 (OEMP), Requirement 26 (CEMP (Bulls Lodge) and Requirement 27 (CTMP Bulls Lodge) of the dDCO [REP8-009].
- 5.11.16. Furthermore, Requirement 16 (Operational Noise) of the dDCO [REP8-009] restricts the commencement of work Nos. 1-3 until an operational noise assessment containing details of how the operational noise rating levels (as set out in Tables 11-13, 11-14, and 11-15 of ES Chapter 11) are to be complied with has been submitted to and approved by the relevant local planning authority. The design as described must then be implemented as approved.
- 5.11.17. ES Chapter 11 acknowledges that, even taking into account the embedded mitigation, construction and decommissioning noise may exceed the daytime SOAEL of 75 dB LAeq,T when heavy ground works take place within approximately 10m of NSRs, and the Saturday afternoon/ Sunday daytime SOAEL of 65 dB LAeq,T when within 30m. it notes that the NSRs likely to experience such exceedances are NSR1-NSR3, NSR5, NSR9, NSR10, NSR15-NSR18, NSR21, NSR23 and NSR25.
- 5.11.18. However, it draws attention to paragraph 6.3 of BS 5228-1 which acknowledges that residents might be willing to accept higher levels of noise if they know that such levels will only last for a short time. It states that as works are unlikely to occur for a period of 10 days or more in close proximity to NSRs the communication strategy included in the oCEMP and Decommissioning Strategy (as secured by Requirements 13 and 20 of the dDCO) would ensure that occupants would be notified of timings and duration of works in advance.
- 5.11.19. Consequently, it asserts that the effect of noise on nearby sensitive receptors can be minimised through a good communication strategy. It predicts that noise levels would be at their highest during site preparation which would include ground works and piling activities. As such, it would be temporary and short term with no residual effects once works are completed.
- 5.11.20. Tables 11-17 and 11-18 of ES Chapter 11 [APP-043] provides a summary of the predicted residual effects during construction, operation and decommissioning. In summary, it identifies no significant noise effects

would be experienced by NSRs at any stage of the Proposed Development.

- 5.11.21. Cumulative effects are considered in section 11-11 of ES Chapter 11. In summary, the ES concludes that any overlapping of construction phases between the Proposed Development and other nearby development would not result in any in-combination cumulative effects at common noise-sensitive receptors. Similar conclusions are reached for operational noise.

### **Views of IPs**

#### *Host Authorities*

- 5.11.22. BDC stated in its LIR [[REP1b-059](#)] that it considered the assessment of noise and vibration was comprehensive and subject to controls being put in place, the Proposed Development would comply with local policy in respect to noise.
- 5.11.23. CCC noted that the Proposed Development would be unlikely to lead to any significant residual effects on noise or vibration and CCC raised no objection on these grounds [[REP1b-063](#)].
- 5.11.24. ECC noted that noise from construction will greatly affect users of PRow [[REP1b-067](#)].

#### *Other IPs*

- 5.11.25. Noise concerns were raised by a number of other IPs. These include:
- Noise from the BESS would negatively impact on the tranquillity of the surrounding area, particularly Toppinghoehall Wood;
  - Construction noise on nearby residential receptors, including on Waltham Road;
  - Noise will negatively affect the mental health of residents; and
  - Hours of work during construction.

### **Examination**

- 5.11.26. In response to concerns raised by IPs, the Applicant noted that noise impacts have been assessed in ES Chapter 11 and no significant residual adverse effects were identified during construction, operation or decommissioning.
- 5.11.27. Furthermore, it explained that a CTMP will be developed, (substantially in accordance with fCTMP [[REP7-015](#)] which would include measures to limit potential noise impacts from traffic while the oCEMP contains a number of measures to limit potential impact during construction and operation. These include the use of BPM, controlling noise at source where possible and controls on working hours.
- 5.11.28. In ExQ1 (EXQ1.10.1) [[PD-007](#)], I sought confirmation from the Host Authorities that they agreed with the methodology and conclusions of ES

Chapter 11. This was received at Deadline 1b [[REP1b-061](#) and [REP1b-064](#)]. They also confirmed that the NRSs identified in Figure 11-1 and Table 11-3 were representative of the nearest NSRs.

- 5.11.29. I also sought further information from the Applicant (ExQ1.10.3) on how the height of the proposed acoustic barriers around inverters had been secured in the ODP. In response [[REP1b-042](#)], the Applicant amended the ODP to include a maximum height (4m) of any acoustic barriers associated with the inverters. It also explained that barrier locations and heights will be secured through Requirements 7 (Detailed Design), 14 (OEMP) and 16 (Operational Noise) of the dDCO [[REP8-009](#)].
- 5.11.30. In ExQ2 (ExQ2.10.1) [[PD-009](#)], I sought clarification on the remedial action that would be installed where the operational phase monitoring identifies remedial action is required at locations where silencers or acoustic barriers are already installed.
- 5.11.31. In response [[REP4-034](#)], the Applicant stated that it is not expected that remedial action will ever be needed for operational noise control and the operational noise levels would not exceed the significance of effects presented in ES Chapter 11.

### **Conclusions on Noise and Vibration**

- 5.11.32. Based on the evidence before me, I consider the Applicant's assessment of the noise and vibration impacts likely to arise from the construction, operation and decommissioning of the Proposed Development meets the requirements of NPS EN-1, NPS EN-5, dNPS EN-1, dNPS EN-3 and dNPS EN-5.
- 5.11.33. Furthermore, I am satisfied that the noise resulting from the construction, operation and decommissioning of the Proposed Development would remain below the significance thresholds as set out in the NPSE and NPPF.
- 5.11.34. The inclusion in the dDCO of Requirement 7 (Detailed Design), Requirement 13 (CEMP), Requirement 14 (OEMP), Requirement 15 (CTMP), Requirement 16 (Operational Noise), Requirement 20 (Decommissioning and Restoration), Requirement 26 (CEMP Bulls Lodge) and Requirement 27 (CTMP Bulls Lodge) provide sufficient safeguards to ensure that the adverse impacts resulting from the Proposed Development would be minimised.
- 5.11.35. Accordingly, I conclude that the application accords with the Government's policy on noise and vibration as set out in NPS EN-1 and NPS EN-5, the NPSE and NPPF. It would also accord with the dNPSs as well as local planning policy. Accordingly, I consider the effect would be neutral in the overall planning balance.



## **5.12. WATER ENVIRONMENT**

### **Policy Considerations**

- 5.12.1. The majority of the Order Limits are located within Flood Zone 1. Section 5.7 of NPS EN-1 indicates that development and flood risk must be taken into account at all stages in the planning process to avoid inappropriate development in areas at risk of flooding, and to direct development away from areas at highest risk.
- 5.12.2. In determining applications, NPS EN-1 advises that the SoS should be satisfied that the proposal also meets the requirements of the WFD. In addition, it notes<sup>14</sup> that where a project is likely to have effects on the water environment, applicants should undertake an assessment of the status of, and the impacts of the proposed project on, water quality, water resources and the physical characteristics of the water environment as part of their ES. Similar advice can be found in dNPS EN-1.
- 5.12.3. Likewise, the NPPF considers the vulnerability of different forms of development and infrastructure and provides similar guidance to local planning authorities in relation to water supply, wastewater and water quality, land contamination and flood risk management. These principles are also set out in the relevant local planning policies of the Host Authorities' development plans.

### **Applicant's Approach**

- 5.12.4. ES Chapter 9 (Water Environment) [[APP-041](#)] sets out the Applicant's assessment of the potential impacts of the Proposed Development on surface water bodies including in terms of water quality, hydromorphology, flood risk, drainage and water resources during construction, operation and decommissioning.
- 5.12.5. Ground conditions are considered in ES Chapter 16 (Other Environmental Topics [[APP-048](#)]).
- 5.12.6. The Order Limits are located within the Anglian River Basin District, Essex Combined Management Catchment, and Chelmer Operational Catchment. There are three WFD designated watercourses within the study area; the River Ter, River Chelmer and Boreham Tributary (also known as Boreham Brook).
- 5.12.7. In addition, there are several undesignated tributaries of these waterbodies present within the Order Limits. These are predominantly unnamed agricultural ditches, drains and springs some of which provide connectivity between the Proposed Development, the River Ter, and Boreham Tributary.

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<sup>14</sup> Paragraph 5.15.2.

- 5.12.8. There are also numerous ponds and still waters located across the Order Limits along with a collection of former gravel pits to the west of the associated with quarrying activity.
- 5.12.9. The bedrock under the Order Limits consists of London Clay Formation – clay, silt and sand of sedimentary origin and is classified as unproductive strata. The superficial deposits are a mixture of Lowestoft Formation (diamicton), Brickearth (clay, silt and sand), glaciofluvial deposits (sand and gravel), alluvium (clay, silt, sand and gravel), and head deposits (clay, silt and sand).
- 5.12.10. ES Chapter 9 notes that the majority of construction works will be distant from watercourses and on relatively flat topography. As such, it considers the risk to watercourses from construction activities is generally low with the greatest risk of impacts arising where direct works are required within a watercourse.
- 5.12.11. The Applicant has included a number of embedded mitigation measures during construction to manage the impacts and reduced the effects on the Water Environment. These include:
- adopting good practice measures for protecting the water environment and mitigating flood risk;
  - the use of HDD techniques or other underground trenching techniques;
  - maintaining buffers for watercourses;
  - implementation of a drainage strategy;
  - monitoring; and
  - measures in respect of the storage of materials;
- 5.12.12. These are included in the oCEMP and secured by Requirement 7 (Detailed Design), Requirements 11 and 24 (Surface and Foul Water Drainage) and Requirement 13 (CEMP) of the dDCO.
- 5.12.13. Taking these into account, the Applicant concludes that the effects for surface water, groundwater, or flood risk during construction would be negligible, slight adverse, neutral or no change, and therefore not significant.
- 5.12.14. ES Chapter 9 also recognises that during the operational phase, there is potential for adverse impacts, including on water quality in waterbodies that may receive surface runoff or be at risk of chemical spillages from supporting infrastructure.
- 5.12.15. However, following the implementation of mitigation set out in ES Appendix 9C: Longfield Solar Farm SuDS Strategy [[APP-079](#)], ES Appendix 9D: Bulls Lodge Substation Extension Drainage Strategy [[APP-080](#)]) and the ODP [[REP6-007](#)], the effects for surface water, groundwater or flood risk during operation are considered negligible, slight adverse, neutral or no change and therefore not significant. These are secured in Requirement 7 (Detailed Design) and Requirement 14 (OEMP) of the dDCO.

5.12.16. Potential impacts from the decommissioning of the Proposed Development are similar in nature to those during construction, as some groundwork would be required to remove infrastructure installed, although it is not proposed that cables installed beneath watercourses would be removed but that they would remain in place. The Decommissioning Strategy [[REP1b-038](#)] includes measures to prevent pollution and flooding during this phase of the Proposed Development. This is secured in Requirement 20 (Decommissioning and Restoration) of the dDCO.

5.12.17. As a result, it is considered the decommissioning impacts and effects would be similar to the type and scale of those described for the construction phase.

#### *Flood Risk*

5.12.18. The Proposed Development is mostly located within a low flood risk area (Flood Zone 1), and the minimum height of the lowest part of the solar PV Panels will be 0.6m above ground level.

5.12.19. The Flood Risk Assessment (FRA) includes a full review of the flood risk to the Order Limits and identifies measures to mitigate flood risk from all sources.

5.12.20. Embedded measures would be implemented during construction to manage the impacts and reduce the effects that the construction of the Proposed Development would have on the water environment. These include avoiding construction activities in areas of higher risk of flooding, where practicable.

5.12.21. Overall, the Applicant considers there would be no significant residual effects for surface water, groundwater or flood risk during the construction, operation, and decommissioning of the Proposed Development.

#### **Views of IPs**

5.12.22. Very few comments were received from IPs in relation to the effect of the Proposed Development on the Water Environment.

5.12.23. Boreham Conservation Society raised concern in its RR with the disturbance of local streams and water systems. In response, the Applicant noted that the Grid Connection Route would cross Boreham Brook using trenchless techniques and involve no direct works to the watercourse. It also pointed out a number of other mitigation measures embedded into the design, including SUDS which would ensure that no significant effects would occur.

5.12.24. The EA [[REP1b-083](#)] confirmed it was satisfied that flood risk modelling of the River Ter and Boreham Brook (tributary) did not need to be undertaken. It subsequently agreed a SoCG with the Applicant [[REP5-011](#)] in which it confirmed that there were no outstanding areas of disagreement between the parties.

## **Conclusions on Water Environment**

- 5.12.25. Taking the above matters into account, I conclude that an appropriate FRA, meeting the requirements of NPS EN-1, has been carried out.
- 5.12.26. Furthermore, I consider that the Applicant has provided sufficient information on flood risk to meet the requirements of NPS EN-1 and dNPS EN-1 and I am satisfied that no further mitigation in respect of flooding is necessary beyond that set out in the dDCO.
- 5.12.27. In addition, I am satisfied that, subject to the mitigation measures identified in the ES, and secured in Requirement 7 (Detailed Design), Requirements 11 and 24 (Surface and Foul Water Drainage), Requirement 13 (CEMP), Requirement 14 (OEMP) and Requirement 20 (Decommissioning and Restoration) of the dDCO, there should be no adverse effects on water quality and resources from the Proposed Development during construction, operation or decommissioning. As such, I find that the Proposed Development accords with the requirements of the WFD Regulations.
- 5.12.28. Accordingly, I conclude that the requirements in respect of water quality and flood risk set out NPS EN-1, dNPS EN-1, the NPPF and local development plans are met. Consequently, I consider the effect would be neutral in the overall planning balance.

## **5.13. EFFECT INTERACTIONS AND CUMULATIVE SCHEMES**

### **Policy Considerations**

- 5.13.1. The EIA Regulations require an ES to include an assessment of the potentially significant effects of a proposed scheme. Furthermore, NPS EN-1 advises that the SoS should take into account, amongst other things, any long term and cumulative adverse impacts. It requires applications to include information on how the effects of the proposal would combine and interact with the effects of other development. Similar advice can be found in the emerging dNPS EN-1.

### **Applicant's Approach**

- 5.13.2. ES Chapter 17 [[APP-049](#)] addresses the potential for effect interactions and cumulative effects as a result of the Proposed Development.
- 5.13.3. In summary, it identifies significant cumulative effects on a number of landscape and visual receptors as a result of construction activity associated with the Proposed Development and other nearby schemes. These were taken into account as part of my consideration of the landscape and visual amenity impacts in section 5.5 above and I am satisfied that they would not be long-term.
- 5.13.4. No effect interactions are anticipated as a result of the construction, operation, or decommissioning of the Proposed Development.

### **Views of IPs**

- 5.13.5. Where relevant, specific concerns in relation to cumulative effects have been considered above.
- 5.13.6. No other concerns were raised in respect of the Applicant's approach to effect interactions and cumulative effects or the conclusions reached in its assessments

### **Examination**

- 5.13.7. At the close of the Examination there were no further matters to be resolved in relation to cumulative or combined effects.

### **Conclusions on Cumulative and Combined Effects**

- 5.13.8. I am satisfied that no long term, cumulative adverse impacts are likely to arise from construction, operation and decommissioning activities. Accordingly, I am satisfied that the requirements of the EIA Regulations, NPS EN-1 and dNPS EN-1 are met in this regard.

## **6. FINDINGS AND CONCLUSIONS IN RELATION TO HABITATS REGULATIONS ASSESSMENT**

### **6.1. INTRODUCTION**

- 6.1.1. This chapter sets out my analysis and conclusions relevant to the HRA. This will assist the SoSESNZ, as the Competent Authority, in performing their duties under the Habitats Regulations.
- 6.1.2. This chapter is structured as follows:
- Section 1.2: Findings in relation to Likely Significant Effects on the UK National Site Network and other European sites;
  - Section 1.3: Conservation objectives for sites and features; and
  - Section 1.4: HRA conclusions.
- 6.1.3. In accordance with the precautionary principle embedded in the Habitats Regulations, consent for the Proposed Development may be granted only after having ascertained that it will not adversely affect the integrity of European site(s)<sup>15</sup> and no reasonable scientific doubt remains<sup>16</sup>.
- 6.1.4. Policy considerations and the legal obligations under the Habitats Regulations are described in Chapter 3 of this Report.
- 6.1.5. I have been mindful throughout the Examination of the need to ensure that the SoSESNZ has such information as may reasonably be required to carry out their duties as the Competent Authority. I have sought evidence from the Applicant and the relevant IPs, including NE as the Appropriate Nature Conservation Body, through written questions and ISHs.

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<sup>15</sup> For the purposes of this chapter, in line with the Habitats Regulations and relevant Government policy, the term "European sites" includes Special Areas of Conservation (SAC), candidate SACs, possible SACs, Special Protection Areas (SPA), potential SPAs, Sites of Community Importance, listed and proposed Ramsar sites and sites identified or required as compensatory measures for adverse effects on any of these sites. For ease of reading, this chapter also collectively uses the term "European site" for 'European sites' defined in the Habitats Regulations 2017 and 'European Marine Sites' defined in the Conservation of Offshore Marine Habitats and Species Regulations 2017, unless otherwise stated. "UK National Site Network" refers to SACs and SPAs belonging to the United Kingdom already designated under the Directives and any further sites designated under the Habitats Regulations.

<sup>16</sup> CJEU Case C-127/02 Waddenzee 7 September 2004, Reference for a preliminary ruling from the Raad van State (Netherlands) in the proceedings: Landelijke Vereniging tot Behoud van de Waddenzee and Nederlandse Vereniging tot Bescherming van Vogels v Staatssecretaris van Landbouw, Natuurbeheer en Visserij

## **Report on the Implications for European Sites (RIES) and Consultation**

- 6.1.6. The Applicant set out its assessment in the DCO application document entitled 'Habitats Regulations Assessment' [APP-202] (hereafter referred to as 'the HRA Report'). NE's RR [RR-068] and WR [REP1b-095] stated agreement with the Applicant's conclusions with regard to the scope and conclusions of the HRA Report. No other evidence or comment against this was submitted by any other party, and I therefore decided that a RIES compiling HRA-relevant information would not be required.

### **Proposed Development Description and HRA Implications**

- 6.1.7. The Proposed Development and its location is described in Chapter 2 of this Report. The spatial relationship between the Order Limits of the Proposed Development and European sites is shown on ES Figure 8-1 [APP-155].
- 6.1.8. The Proposed Development is not directly connected with, or necessary to, the management of a European site. Therefore, where making an 'appropriate assessment' (AA) of the implications of the Proposed Development on potentially affected European sites, the SoSESNZ must do so in light of their conservation objectives.
- 6.1.9. The Applicant's assessment of effects is presented in the HRA Report [APP-202]. This did not identify likely significant effects on European sites in EEA States and no such impacts were raised for discussion by any IPs during the Examination.
- 6.1.10. Accordingly, only UK European sites are addressed in this Report.

## **6.2. FINDINGS IN RELATION TO LIKELY SIGNIFICANT EFFECTS**

- 6.2.1. Under Regulation 63 of the Habitats Regulations, the Competent Authority must consider whether a development will have likely significant effects on a European site, either alone or in combination with other plans or projects. The purpose of the likely significant effects test is to identify the need for an AA and the activities, sites or plans and projects to be included for further consideration in the AA.
- 6.2.2. The Applicant's HRA Report [APP-202] sets out the methodology applied in determining what would constitute a 'significant effect'.
- 6.2.3. The European sites and qualifying features that were considered in the Applicant's assessment of likely significant effects are presented in Table 3-1 of the Applicant's HRA Report [APP-202]. These are set out in Table 1 below.

**Table 1: European sites and qualifying features that were considered in the Applicant's assessment of likely significant effects**

European site	Qualifying feature
Essex Estuaries Special Area of Conservation (SAC)	Estuaries
	Mudflats and sandflats not covered by seawater at low tide
	<i>Salicornia</i> and other annuals colonising mud and sand
	<i>Spartina</i> swards
	Atlantic salt meadows
	Mediterranean and thermo-Atlantic halophilous scrubs
	Sandbanks which are slightly covered by sea water all the time
Blackwater Estuary (Mid-Essex Coast Phase 4) Special Protection Area (SPA)	Little tern (breeding)
	Hen harrier (wintering)
	Common pochard (breeding)
	Ringed plover (breeding)
	Dark-bellied brent goose (wintering)
	Grey plover (wintering)
	Dunlin (wintering)
	Black-tailed godwit (wintering)
	Waterbird assemblage
Blackwater Estuary (Mid-Essex Coast Phase 4) Ramsar	Ramsar Criterion 1 – saltmarsh habitat
	Ramsar Criterion 2 – at least 16 British Red Data Book invertebrate species
	Ramsar Criterion 3 – saltmarsh plant communities
	Ramsar Criterion 5 – wintering waterbird assemblage
	Ramsar Criterion 6 – dark-bellied brent goose (wintering)



	Ramsar Criterion 6 – grey plover (wintering)
	Ramsar Criterion 6 – dunlin (wintering)
	Ramsar Criterion 6 – black-tailed godwit (wintering)
	Species/ populations for possible future consideration under Ramsar Criterion 6 – common shelduck (wintering)
	Species/ populations for possible future consideration under Ramsar Criterion 6 - European golden plover (wintering)
	Species/ populations for possible future consideration under Ramsar Criterion 6 – common redshank (wintering)

6.2.4. The above European sites are located approximately 9.3km to the south-east of the Order Limits. NE’s RR [[RR-068](#)] identified the above European sites as those relevant to the DCO application.

**Likely significant effects from the Proposed Development alone**

6.2.5. The Applicant identified impacts from the Proposed Development considered to have the potential to result in likely significant effects alone in Section 4 of the HRA Report [[APP-202](#)].

6.2.6. The only impact considered by the Applicant to have the potential to result in likely significant effects was:

- Changes in surface water quality and habitat contamination (construction and decommissioning phases).

6.2.7. The Applicant considered whether other impact pathways could potentially result in likely significant effects (direct habitat loss or direct physical damage; displacement or disturbance of SPA/ Ramsar birds occurring within or outside the designated sites; changes in air quality; changes in groundwater quality). These impacts were scoped out of the Applicant’s assessment on the basis that there was no pathway for likely significant effects.

6.2.8. Notwithstanding this, I considered whether land within the Order Limits could be functionally linked to the Blackwater Estuary (Mid-Essex Coast Phase 4) Ramsar by means of providing habitat for golden plover. This is reported below.

- 6.2.9. The Applicant's HRA Report [[APP-202](#)] concluded no likely significant effects from the Proposed Development alone on any of the qualifying features of the Essex Estuaries SAC or Blackwater Estuary (Mid Essex Coast Phase 4) SPA and Ramsar.

### **Changes in surface water quality and habitat contamination**

- 6.2.10. The HRA Report [[APP-202](#)] identified a possible hydrological connection between the Order Limits and the above European sites via the River Ter (which runs through the northern extent of the Order Limits). However, the HRA Report [[APP-202](#)] concludes that impacts are unlikely as "*no development*" will occur within 50m of the River Ter and due to the distance along the river network to the European sites (approximately 17.5km). The HRA Report states that at this distance, dilution factors will be so great that any pollution is likely to be well below the limits of detection [[APP-202](#)].
- 6.2.11. In response to ExQ1.2.4 [[PD-007](#)], the Applicant confirmed [[REP1b-042](#)] that the separation distance between the proposed infrastructure (the solar panels and their installation) and the River Ter will be 50m, as shown on the Works Plans [[REP3-003](#) and [REP3-004](#)]. Adherence with the Works Plans, which would be a certified document under Schedule 13 of the dDCO [[REP8-009](#)], is secured under Art 3 of the dDCO.
- 6.2.12. The Applicant confirmed [[REP1b-042](#)] that there would be no impact to the River Ter from the Proposed Development and consequently, there was no functional link to the European sites.
- 6.2.13. On this basis, I am satisfied that would be no likely significant effects on the qualifying features of Essex Estuaries SAC or Blackwater Estuary (Mid Essex Coast Phase 4) SPA and Ramsar as a result of changes in surface water quality and habitat contamination during construction or decommissioning.
- 6.2.14. I am also satisfied that there are other relevant measures secured by the dDCO [[REP8-009](#)] which would minimise impacts to the above European sites, but which have not been relied upon in reaching the conclusion of no likely significant effects. These are outlined in the following paragraphs.
- 6.2.15. As explained by the Applicant in [[REP1b-042](#)], the only works which would occur within the 50m zone would be habitat creation and habitat management. Tables 3-3 and 3-4 of the oCEMP [[REP4-014](#)] outline pollution control measures to reduce risks of chemical or soil spills entering watercourses.
- 6.2.16. The oCEMP [[REP4-014](#)] also states that no works will be undertaken within at least 10m of all watercourses, including a minimum of 8m from the edge of the floodplain of the River Ter. The Applicant confirmed [[REP1b-042](#)] that the final offsets would be determined during detailed design and agreed with relevant stakeholders in accordance with Requirement 7 of the dDCO ('Detailed design approval') [[REP8-009](#)].

- 6.2.17. BDC confirmed in its LIR [[REP1b-059](#)] it was satisfied that the measures in the oCEMP would be sufficient to prevent pollution entering the River Ter as a result of surface water run-off.
- 6.2.18. Submission of a CEMP (which must be substantially in accordance with the oCEMP) to the relevant local planning authority for approval is secured by Requirement 13 of the dDCO [[REP8-009](#)]. The oCEMP would be a certified document under Schedule 13 of the dDCO [[REP8-009](#)].

#### **Consideration of functional linkage to the Blackwater Estuary (Mid-Essex Coast Phase 4) Ramsar**

- 6.2.19. The HRA Report [[APP-202](#)] stated that there are no pathways that could result in the displacement or disturbance of SPA/ Ramsar birds occurring within or outside the designated sites. This impact was scoped out of the Applicant's assessment on the basis that there was no pathway for likely significant effects.
- 6.2.20. Wintering bird surveys conducted by the Applicant [[APP-071](#)] identified golden plover within the Order Limits (as above, golden plover has been described in the HRA Report [[APP-202](#)] as "*Species/ populations for possible future consideration under Ramsar Criterion 6*" for Blackwater Estuary (Mid-Essex Coast Phase 4) Ramsar but considered in the assessment as if it were a qualifying feature). The HRA Report [[APP-202](#)] considered whether land within the Order Limits could be functionally linked to the Blackwater Estuary (Mid-Essex Coast Phase 4) Ramsar.
- 6.2.21. The peak (and only) count of 35 individual golden plover was from the January 2020 wintering bird survey. The HRA Report [[APP-202](#)] concluded that 35 individuals did not represent a "*significant proportion*" (described as 1%<sup>17</sup>) of the Ramsar population (16,083 individuals). The Applicant's conclusion (as set out in paragraph 3.3.7 of the HRA Report [[APP-202](#)]) was that when taking into account the number of individuals and occurrences recorded within the Order Limits, distance (approximately 9.3km between the Order Limits and the Ramsar site) and the availability of similar agricultural habitat in the intervening land, the land within the Order Limits was "...not deemed to be functionally linked, nor functionally important...", to the Blackwater Estuary (Mid-Essex Coast Phase 4) Ramsar.
- 6.2.22. BDC, in its LIR [[REP1b-059](#)] also agreed that the land within the Order Limits is not functionally linked, or functionally important, to the Blackwater Estuary (Mid-Essex Coast Phase 4) Ramsar. BDC agreed with the conclusion of no LSE for the Blackwater Estuary (Mid Essex Coast Phase 4) Ramsar [[REP1b-059](#)].

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<sup>17</sup> The HRA Report [[APP-202](#)] states that the 1% threshold (i.e. 1% of the cited population) is widely used to determine whether a piece of land is functionally important to waterbirds associated with a designated site, e.g. SPA/ Ramsar site. This criterion was used in the HRA Report [[APP-202](#)] to establish the relative importance of areas of the site for qualifying waterbird species.

- 6.2.23. With reference to paragraph 3.3.7 of the HRA Report [[APP-202](#)], NE considered that a significant effect on the Blackwater Estuary (Mid-Essex Coast Phase 4) Ramsar remained unlikely [[RR-068](#)]. NE's WR confirmed that it agreed with the conclusion of no likely significant effects for the Blackwater Estuary (Mid Essex Coast Phase 4) Ramsar [[REP1b-095](#)].
- 6.2.24. The HRA Report [[APP-202](#)] confirmed that no other flora and fauna cited as features of the European sites were recorded within the Order Limits or relevant survey area.
- 6.2.25. Taking into account the information provided and the view of NE as SNCB, I agree that the loss of the habitat within the Order Limits would not result in a likely significant effect to the golden plover features of the Blackwater Estuary (Mid Essex Coast Phase 4) Ramsar as a result of displacement or disturbance during construction or operation of the Proposed Development.

### **Likely significant effects from the Proposed Development in combination**

- 6.2.26. The Applicant addressed potential in-combination effects arising from the Proposed Development within Section 4.4 of [[APP-202](#)], which sets out the methodology applied.
- 6.2.27. The other plans and projects included in the in-combination assessment are set out in Appendix 5A of the ES [[APP-055](#)]. NE confirmed it was not aware of any other plans or projects likely to result in in-combination effects together with the Proposed Development (ExQ1.6.9 [[REP1b-095](#)]). Similarly, none of the Host Authorities highlighted any additional plans or projects in their responses to ExQ1.6.9 ([[REP1b-061](#), [REP1b-064](#) and [REP1b-068](#)]).
- 6.2.28. No impact pathways resulting in from the Proposed Development alone were identified [[APP-202](#)]. Similarly, no in-combination likely significant effects have been identified for the European sites and qualifying features where likely significant effects were excluded from the Proposed Development alone, due to the distances from the European sites to the other plans and projects identified in Appendix 5A of the ES [[APP-055](#)]. This has not been disputed by NE or any other IP during the Examination.
- 6.2.29. The Applicant considered potential cumulative and in-combination effects with the proposed East Anglia Green Energy Enablement (GREEN) project across all aspects of the ES (ExQ1.6.8 [[REP1b-042](#)] and ExQ3.6.1 [[REP6-026](#)]). The Applicant did not identify any potential in-combination effects with the East Anglia GREEN project which could affect European sites.
- 6.2.30. The Applicant also considered (ExQ2.12.1 [[REP4-034](#)]) new information which became available during the Examination in relation to the proposed A12 Chelmsford to A120 Road Widening Scheme, but considered the ES assessment conclusions remained valid. There was no suggestion from any IP that the assessment of in-combination effects in the HRA needed to be reconsidered.

- 6.2.31. I am satisfied that all plans and projects with potential to result in in-combination effects together with the Proposed Development have been identified and considered by the Applicant.

### **6.3. CONSERVATION OBJECTIVES**

- 6.3.1. The conservation objectives for the Essex Estuaries SAC and Blackwater Estuary (Mid Essex Coast Phase 4) SPA are set out in Table 3-2 of the Applicant's HRA Report [[APP-202](#)]. The Applicant considers these conservation objectives are also relevant for the Blackwater Estuary (Mid Essex Coast Phase 4) Ramsar, noting there are no specific conservation objectives for Ramsar sites [[APP-202](#)].

### **6.4. HRA CONCLUSIONS**

- 6.4.1. Three European sites and their qualifying features were considered in the Applicant's assessment of likely significant effects: Essex Estuaries SAC and Blackwater Estuary (Mid Essex Coast Phase 4) SPA and Ramsar. NE's RR [[RR-068](#)] confirmed the above European sites as those relevant to the DCO application.
- 6.4.2. I am satisfied that the correct European sites and qualifying features have been identified for the purposes of assessment.
- 6.4.3. The only impact considered by the Applicant to have the potential to result in likely significant effects was changes in surface water quality and habitat contamination (construction and decommissioning phases). All other impacts were scoped out of the Applicant's assessment on the basis that there was no pathway for likely significant effects. This approach was not disputed by NE or any other IP.
- 6.4.4. The Applicant also considered whether in-combination effects could occur from the Proposed Development together with the other plans and projects identified in Appendix 5A of the ES [[APP-055](#)] and the proposed East Anglia GREEN project.
- 6.4.5. I am satisfied, on the basis of the information provided, that the correct impact-effect pathways on each site have been assessed. I am also satisfied with the approach to the assessment of likely significant effects, alone and in-combination.
- 6.4.6. The Applicant's HRA Report [[APP-202](#)] concluded no likely significant effects from the Proposed Development alone, or in combination with other plans or projects, on any of the qualifying features of the Essex Estuaries SAC or Blackwater Estuary (Mid Essex Coast Phase 4) SPA and Ramsar.
- 6.4.7. For the reasons outlined above, I am satisfied that there would be no likely significant effects on the qualifying features of Essex Estuaries SAC or Blackwater Estuary (Mid Essex Coast Phase 4) SPA and Ramsar as a result of changes in surface water quality and habitat contamination during construction or decommissioning.

- 6.4.8. I am also satisfied that there are other relevant measures secured by the dDCO [[REP8-009](#)] which would minimise impacts to the European sites, but which have not been relied upon in reaching the conclusion of no likely significant effects.
- 6.4.9. For the reasons outlined above, I am satisfied that the loss of the habitat within the Order Limits would not result in a likely significant effect on the golden plover feature of the Blackwater Estuary (Mid Essex Coast Phase 4) Ramsar as a result of displacement or disturbance during construction or operation of the Proposed Development.
- 6.4.10. NE has agreed with the conclusion of no likely significant effects, alone or in-combination [[RR-068](#) and [REP1b-095](#)]. BDC has also agreed with the conclusion of no likely significant effects, alone or in-combination [[REP1b-059](#)]. CCC and ECC have not specifically addressed HRA matters in their representations to the Examination and instead defer to NE [[REP8-005](#)].
- 6.4.11. Overall, my findings are that the Proposed Development is not likely to have a significant effect on the qualifying features of the Essex Estuaries SAC or Blackwater Estuary (Mid Essex Coast Phase 4) SPA and Ramsar, when considered alone, or in combination with other plans or projects.
- 6.4.12. I consider that there is sufficient information before the SoSESNZ to enable them to conclude that an AA is not required.

# 7. CONCLUSION ON THE CASE FOR DEVELOPMENT CONSENT

## 7.1. INTRODUCTION

7.1.1. This chapter provides an evaluation of the planning merits of the Proposed Development. It does so in the light of the legal and policy context set out in Chapter 3 and individual applicable legal and policy requirements identified in Chapters 5 and 6 above. It applies relevant law and policy to the application in the context of the matrix of facts and issues set out in Chapters 4 and 5. Whilst the HRA has been documented separately in Chapter 6, relevant facts and issues set out in that chapter are taken fully into account.

7.1.2. The statutory framework for deciding NSIP applications where there is no relevant designated NPS is set out in section 105 of the PA2008. In deciding the application, the SoS must have regard to:

- any LIR submitted before the deadline specified under s60(2) of the PA2008;
- any matters prescribed in relation to development of the description to which the application relates; and
- any other matters which the SoS thinks are both important and relevant to the SoS's decision.

### **Principle of Development**

7.1.3. As I have noted in Chapter 5 above, the urgent need for energy generation of all types is established through the NPSs and is carried forward into the dNPSs. I consider the Proposed Development would make a meaningful contribution to meeting this need, would help in the transition to a low carbon system and would generally be in accordance with the designated NPSs.

7.1.4. I am satisfied that sufficient details of the alternatives and how these were considered as part of the overall project design, have been provided to meet the requirements NPS EN-1, dNPS EN-1 and the EIA Regulations. Furthermore, I consider that there is no conflict between the Proposed Development and the general thrust of other relevant policy, including the NPPF and PPG.

7.1.5. I consider the Proposal would positively contribute towards a secure, flexible energy supply, help meet the identified need for additional generating capacity. In view of the urgent need for additional low carbon generation, I consider this should be afforded significant weight.

7.1.6. The Government's has successively signalled its intention to bring large scale ground mounted solar generating stations within the scope/ coverage of the energy NPS. There is nothing which would indicate that this overall approach has changed. As such, I consider that the Proposed Development would be consistent with the relevant emerging policy in dNPS EN-1, dNPS EN-3 and dNPS EN-5 in all material respects.

7.1.7. The CCA2008 places a duty on the SoS to reduce the net UK carbon account for 2050 to least 100% lower than the 1990 baseline. I consider that the Proposed Development would make a modest contribution towards meeting that target and the legally binding commitment to end the UK's contribution to climate change.

7.1.8. Overall, I consider that the Proposed Development generally accords with the policy support for renewable energy generation and the legal obligation to reduce greenhouse gases. Accordingly, I consider the principle of the Proposed Development accords with both local and national policy.

### **The Environmental Statement**

7.1.9. The ES and other information submitted by the Applicant during the Examination, is adequate and meets the requirements under the EIA Regulations. I have taken full account of all environmental information in my consideration of this application.

### **HRA Considerations**

7.1.10. The Proposed Development is development for which a Habitats Regulations Assessment (HRA) Report has been provided. In reaching the overall conclusion and recommendations in this Report, I have considered all documentation relevant to HRA.

7.1.11. The SoS is the competent authority under the Habitats and Species Regulations 2017 (the Habitats Regulations) and will make the definitive assessment. Having taken into account the advice from NE, I am satisfied that there is sufficient information before the SoSES NZ to enable him to conclude that an AA is not required.

### **Air Quality**

7.1.12. I note that there is some potential for construction and decommissioning activities to impact on air quality, including from the production of dust. However, I also note that these are likely to be temporary and short-term.

7.1.13. Furthermore, I note that the embedded and additional mitigation proposed would prevent or minimise the release of dust and/ or prevent it from being deposited on nearby receptors. I am satisfied that, with these measures in place, there would be no significant effects as a result of changes to air quality during the construction, operation or decommissioning phases. The relevant measures are set out in the oCEMP [[REP14-014](#)] and are secured by Requirement 13 of the dDCO.

7.1.14. The air quality assessment undertaken adequately assesses impacts on air quality and I accept that no significant effects on air quality are likely to arise. In addition, I am satisfied that the measures set out in the oCEMP and secured in Requirement 13 (CEMP) of the dDCO would ensure that any residual effects on air quality can be suitably controlled and/ or mitigated.



7.1.15. Accordingly, I find that the requirements of the AQD will be met and the Proposed Development would accord with both designated and emerging NPSs, national and local planning policy. However, a lack of harm in this respect does not weigh positively in favour of the Proposed Development. The effect is therefore neutral.

### **Ecology and Biodiversity**

7.1.16. I have given careful consideration to the views of all IPs, to the evidence presented and the responses received. I have also taken account of the view of the relevant SNCB, NE. With the embedded mitigation measures, the ES concludes that no significant adverse effects on important ecological receptors would occur during construction, operation or decommissioning.

7.1.17. While I note the concerns of local residents, the assessments undertaken by the Applicant adhere to the necessary guidance and there is no evidence which would indicate they are materially flawed. Furthermore, while I note there is relatively limited data available on the long-term effect of large scale solar on biodiversity, the assessments indicate that the Proposed Development is likely to result in a significant beneficial effect on biodiversity. The monitoring and remedial measures contained in the oLEMP, including the role of the EAG, would help ensure that these benefits are realised.

7.1.18. While I acknowledge Professor Alder's concerns regarding the use of NE's biodiversity metric, I am mindful that it has been extensively tested by NE and there is no robust evidence before me which would indicate that the metric is materially flawed. I also note it is intended to form the basis of the statutory biodiversity metric used to underpin future mandatory net gain as set out in the Environment Act 2021.

7.1.19. Moreover, neither the Host Authorities nor NE have any outstanding concerns in respect of ecology and biodiversity. Overall, I consider that sufficient measures are proposed and adequately secured through the dDCO (including through Requirement 9 (LEMP), Requirement 13 (CEMP), Requirement 14 (OEMP) and Requirement 20 (Decommissioning and Restoration)) of the dDCO [[REP8-009](#)] to ensure that there would be no significant residual adverse effects on ecology and biodiversity.

7.1.20. Given the evidence presented, I consider that ecological and nature conservation issues have been adequately assessed, and that the policy requirements of NPS EN-1, NPS EN-5 and the dNPSs are met. Furthermore, I consider the BNG demonstrated would represent a considerable benefit which weighs positively in favour of the Proposed Development, and which attracts significant weight.

7.1.21. Overall, I am satisfied that the Proposed Development would not be at odds with the NPPF, PPG or local development plan policies insofar as they seek to protect ecology and biodiversity. My conclusions on HRA are addressed separately in Chapter 6.

## **Landscape and Visual Amenity**

- 7.1.22. The Proposed Development would result in significant adverse landscape effects on two LLCAs (LLCA 02 and LLCA 07) during construction and at year 1 of operation. While I note these would reduce to non-significant effects by year 15 of operation, during the intervening period while the new planting matures, the effect on the landscape will be noticeable.
- 7.1.23. Furthermore, eight residential receptors would experience significant adverse visual effects on views during construction. While I accept these would be temporary and would reduce over time (with no residual significant effects predicted to remain by year 15 of operation), views would alter significantly from those locations. What is currently a rural agricultural setting would be replaced by solar PV arrays which would have a more industrial appearance. I also acknowledge that for those experiencing the effects, they would be perceived as long term.
- 7.1.24. In addition, views from the Essex Way towards PDA1 would be adversely affected particularly from VP45 and VP46. However, while these adverse effects would continue throughout the construction and operation phases, their impact would be limited both in terms of extent and duration, with walkers only experiencing significant visual effects for a short stretch of this well used route.
- 7.1.25. Furthermore, I am mindful that the site does not fall within a designated landscape and is generally well contained. The impacts described above would be very localised and experienced by a limited number of receptors. I am also mindful that most of the adverse effects would be reversible on decommissioning.
- 7.1.26. As NPS EN-1 and dNPS EN-1 make clear, all proposed energy infrastructure is likely to have visual effects. While I acknowledge in the present case these are neither significant nor widespread, they nevertheless result in both visual and landscape harm which weighs against the Proposed Development. I afford this a moderate amount of weight in the overall planning balance.

## **Cultural Heritage**

- 7.1.27. The Applicant has adequately assessed the significance of the heritage assets affected by the Proposed Development and that the extent of the likely impact can be understood. In my view, the application meets the requirements of NPS EN-1, dNPS EN-1, the NPPF, PPG and local development plan policy in that regard.
- 7.1.28. Furthermore, I am satisfied that, with the exception of Ringers Farmhouse, with the mitigation measures secured, the Proposed Development would not result in significant adverse effects to any of the heritage assets identified.
- 7.1.29. Nevertheless, notwithstanding the mitigation measures proposed, the Proposed Development would result in some harm to the setting of a number of designated and non-designated heritage assets, as well as to

some non-designated archaeological assets, albeit that both individually and cumulatively this harm would be less than substantial.

- 7.1.30. When deciding an application that affects a listed building or its setting, Regulation 3 of the Infrastructure Planning (Decisions) Regulations 2010 requires the decision-maker to have regard to the desirability of preserving the listed building or its setting or any features of special architectural or historic interest which it possesses.
- 7.1.31. Furthermore, the NPSs, the NPPF and relevant development plan policies make clear that great weight is to be given to the conservation of historic assets and any harm to, or loss of, significance of a designated heritage asset should require clear and convincing justification.
- 7.1.32. Both the NPS, the dNPS and the NPPF give a clear indication that loss affecting any designated heritage asset should require clear and convincing justification and when considering applications for development affecting the setting of a designated heritage asset, the SoS should weigh any negative effects against the wider benefits of the application. The greater the negative impact on the significance of the designated heritage asset, the greater the benefits that will be needed to justify approval. I am also mindful that dNPS EN-1 indicates that for non-designated assets a balanced judgement will be required having regard to the scale of any harm or loss and the significance of the asset itself.
- 7.1.33. On balance, while I acknowledge there would be some harm to the setting of a number of designated and non-designated heritage assets, as well as to some non-designated archaeological assets, and afford it great weight, it would be both temporary and reversible. Taking account of the urgent need for low carbon generating capacity which can be delivered at pace, coupled with the benefits of the Proposed Development, I find the resultant harm is clearly outweighed by the wider public benefits of the proposal. I therefore consider the resultant harm attracts only a moderate amount of weight in the overall planning balance.

### **BMV Agricultural Land**

- 7.1.34. I consider the Applicant's ALC report (ES Appendix 12A) provides a robust assessment of the ALC classification of the land located within the Order Limits.
- 7.1.35. In order to ensure that soil quality is managed and maintained, Requirement 19 of the dDCO [[REP8-009](#)] makes provision for the submission of a SRMP (which must be substantially in accordance with the oSRMP). This will ensure that the land quality is maintained throughout the operational lifetime of the Proposed Development.
- 7.1.36. Nevertheless, in my view, the loss of any BMV agricultural land is to be discouraged and both the temporary loss of 150ha and the permanent loss of 6ha weighs against the application. However, the Applicant has sought to minimise the impacts on BMV agricultural land. Where BMV agricultural land is lost, it would be limited in extent and duration and

would be justified by other sustainability considerations. As such, while it would result in some further harm, I consider it attracts only a small amount of weight in the overall planning balance.

- 7.1.37. Overall, the Proposed Development meets the requirements of the NPS, the dNPS and would be in accordance with both national and local policy in this respect.

### **Socio Economic, Land Use and Human Health**

- 7.1.38. I am satisfied that the Applicant has had adequate regard to the socio-economic, land use and human health impacts of the proposal.
- 7.1.39. The evidence presented indicates that there would be some moderate positive socio-economic benefits to the local economy during construction not least in terms of job creation. This would be enhanced by the provision of the Skills, Supply Chain and Employment Plan and Skills and Education Contributions secured by means of the DDCOOC [[REP8-011](#) and [REP8-012](#)]. I consider this attracts a moderate amount of weight in favour of the application.
- 7.1.40. I also acknowledge the Proposed Development has the potential to support further economic development in the local area and provide additional economic benefits. However, these impacts are temporary, and the benefits to the local economy limited. As such, I afford them only a small amount of weight.
- 7.1.41. While I acknowledge there would be some temporary effects on PRoW during construction, I see no reason in principle that this could not be sufficiently mitigated by the measures proposed.
- 7.1.42. The evidence indicates the Proposed Development would result in the permanent sterilisation of 18,000m<sup>3</sup> of sand and gravel resources. This weighs against the Proposed Development. However, the amount of mineral resources lost represents a very modest amount and would not materially affect the availability of mineral resources either nationally or locally. As such, I afford it only a small amount of weight in the overall planning balance.

### **Transportation and Traffic**

- 7.1.43. I am satisfied that the traffic and transport assessment set out in the ES meets the requirements of NPS EN-1, dNPS EN-1 and dNPS EN-3. I am also content that it accords with the NPPF and local development plan policies.
- 7.1.44. Furthermore, I am satisfied that that no significant traffic or transportation effects are likely to arise from the Proposed Development either alone or in combination with other developments.
- 7.1.45. In addition, I consider the control and management measures secured in the dDCO, are sufficient to mitigate any likely adverse effects of the proposal to an acceptable level.

7.1.46. Overall, I consider this attracts neutral weight in the planning balance.

### **Safety**

7.1.47. As I made clear in Chapter 5 above, I find the Applicant's evidence on this matter compelling. The Applicant has demonstrated a thorough understanding of the risks involved and the measures required to ensure they are suitably mitigated. Furthermore, I consider that while there is a very low risk of fire, in the event that one did occur suitable measures have been secured in the dDCO to ensure that it would not significantly impact on surrounding areas.

7.1.48. I see no reason that the identified risk cannot be suitably managed and mitigated through the safeguards and checks during final design, installation and thereafter in operation.

7.1.49. Overall, I consider that the information and analysis provided satisfies the EIA Regulations in respect of major accidents and disasters and would not be in conflict with national or local planning policy in this respect.

7.1.50. Nevertheless, a lack of harm in this respect does not weight positively in favour of the proposal and the overall impact is neutral.

### **Noise and Vibration**

7.1.51. I am satisfied that the Applicant's assessment of the noise and vibration impacts likely to arise from the construction, operation and decommissioning of the Proposed Development meets the requirements of NPS EN-1, NPS EN-5, dNPS EN-1, dNPS EN-3 and dNPS EN-5.

7.1.52. Furthermore, I am satisfied that the noise resulting from the construction, operation and decommissioning of the Proposed Development would remain below the significance thresholds as set out in the NPSE and NPPF.

7.1.53. The inclusion in the dDCO of Requirement 7 (Detailed Design), Requirement 13 (CEMP), Requirement 14 (OEMP), Requirement 15 (CTMP), Requirement 16 (Operational Noise), Requirement 20 (Decommissioning and Restoration), Requirement 26 (CEMP Bulls Lodge) and Requirement 27 (CTMP Bulls Lodge) provide sufficient safeguards to ensure that the adverse impacts resulting from the Proposed Development would be minimised.

7.1.54. Accordingly, I conclude that the application accords with the Government's policy on noise and vibration as set out in NPS EN-1 and NPS EN-5, the NPSE and the NPPF. It would also accord with the dNPSs as well as local planning policy. As such, it is a neutral factor in the overall planning balance.

## **Water Environment**

- 7.1.55. An appropriate FRA, meeting the requirements of NPS EN-1, has been carried out. Furthermore, I consider that the Applicant has provided sufficient information on flood risk to meet the requirements of NPS EN-1 and dNPS EN-1 and that no further mitigation in respect of flooding is necessary beyond that set out in the dDCO.
- 7.1.56. In addition, I am satisfied that, subject to the mitigation measures identified in the ES, and secured in Requirement 7 (Detailed Design), Requirements 11 and 24 (Surface and Foul Water Drainage), Requirement 13 (CEMP), Requirement 14 (OEMP) and Requirement 20 (Decommissioning and Restoration) of the dDCO, there should be no adverse effects on water quality and resources from the Proposed Development during construction, operation or decommissioning. As such, I find that the Proposed Development accords with the requirements of the WFD Regulations.
- 7.1.57. Accordingly, I conclude that the requirements in respect of water quality and flood risk set out NPS EN-1, dNPS EN-1, the NPPF and local development plans are met. As such, it is a neutral factor in the overall planning balance.

### **Cumulative and combined effects**

- 7.1.58. I am satisfied that no long term cumulative adverse impacts are likely to arise from construction, operation and decommissioning activities. Accordingly, I am satisfied that the requirements of NPS EN-1 and dNPS EN-1 are met in this regard.

## **7.2. THE PLANNING BALANCE**

- 7.2.1. I have found above that the Proposed Development would result in less than substantial harm to the setting of both designated and non-designated heritage assets. However, as already noted, while I afford great weight to the conservation of these assets, I consider the overall level of harm would be less than substantial and would be outweighed by the wider public benefits. Consequently, I consider this should be afforded only a moderate amount of weight.
- 7.2.2. I have also found it would result in some localised landscape harm as well as harm to a small number of residential and recreational receptors. However, this would peak during construction, after which it would begin to reduce, and the impacts would lessen over time. As such, I consider this should be afforded only moderate weight.
- 7.2.3. It would also result in the permanent loss of 6ha, as well as the temporary long-term loss of 150ha, of BMV agricultural land. However, with the exception of the 6ha that would be permanently lost, I accept these impacts would be reversible following decommissioning. As a result, I consider this loss should be afforded only a small amount of weight.

- 7.2.4. It would also result in some temporary disruption to users of PRow and result in some noise and disturbance to local residents during the construction and decommissioning phase. However, these would be temporary and with the mitigation proposed would be kept within acceptable levels. Accordingly, I afford this only a small amount of weight.
- 7.2.5. Likewise, although there would be some harm which would result from the effective sterilisation of 18,000m<sup>3</sup> of sand and gravel resource, this represents a very small amount of mineral resource available locally. As such, I afford this only a small amount of weight.
- 7.2.6. Nevertheless, both the designated and draft NPS make clear that there is an urgent need for additional electricity generating capacity. The Proposed Development would support the growth of renewable energy, contribute to energy security, network resilience and towards a secure, flexible energy supply. I consider it would make a meaningful contribution to the UK's transition to low carbon energy generation and afford it substantial positive weight.
- 7.2.7. Furthermore, it would result in a considerable BNG which would be managed and secured over the long term. I consider this should attract moderate weight.
- 7.2.8. In addition, the Proposed Development would result in some positive benefits to employment and the local economy. However, these are modest and as such I afford them only moderate weight.
- 7.2.9. Taking the above factors into account, and having had regard to all important and relevant matters, I conclude that the harm I have identified is clearly outweighed by the substantial benefit from the provision of energy to meet the need identified in NPS EN-1 (and continued into dNPS EN-1 and dNPS EN-3) and by the other benefits of the application as summarised above. I further conclude that there is no breach of NPS policy overall and the Proposed Development would accord with the dNPSs in all material respects.
- 7.2.10. For the reasons set out in the preceding chapters and summarised above, I find that the Proposed Development is acceptable in principle in planning terms and that the case for Development Consent is made out. I carry this conclusion forward to my consideration of CA and TP proposals and objections to these in Chapter 8 and in my consideration of the dDCO in Chapter 9 below.

## **8. COMPULSORY ACQUISITION AND RELATED MATTERS**

### **8.1. INTRODUCTION**

8.1.1. The application included proposals for the CA and TP of land and rights over land. This chapter records the examination of those proposals and related issues.

### **8.2. THE REQUEST FOR CA AND TP POWERS**

8.2.1. The application dDCO (version 1.0) and all subsequent versions include provision for CA of freehold interests and private rights and the creation of new rights over land. They also contain provisions for the TP of land.

8.2.2. None of the land included in the CA request is Crown Land, National Trust Land, Open Space or common land.

8.2.3. A Statement of Reasons (SoR) [[APP-014](#)], Funding Statement [[APP-015](#)] Book of Reference (BoR) and Land Plans were provided with the application. Revisions to the BoR [[REP2-007](#) and [REP2-008](#)] and Land Plans [[REP2-003](#)] were received at Deadline 2 which were updated to reflect a reduction in the extent of land required for Work No. 4 as a result of the adoption of a small section of access road. Minor updates were also made to the BoR at Deadline 7 [[REP7-012](#)]. In addition, details of individual plots and the work number to which they relate, together with the status of negotiations at the time of the application was submitted [[APP-017](#)].

8.2.4. I was kept updated by the Applicant throughout the Examination on the progress of negotiations with APs by means of a CA Schedule. A final CA Schedule setting out the position at the close of the Examination was submitted at Deadline 7 [[REP7-028](#)].

8.2.5. These documents, taken together, form the basis of the analysis in this chapter. References to the BoR and the Land Plans in this chapter from this point should be read as references to the latest revisions cited above.

### **8.3. THE PURPOSES FOR WHICH LAND IS REQUIRED**

8.3.1. The purposes for which the CA and TP powers are required are set out in the SoR [[APP-014](#)]. In summary, the Applicant explains that in the absence of powers of CA, it might not be possible to assemble all of the land within the Order Limits, uncertainty will continue to prevail and the Applicant considers that its objectives and those of Government policy would not be achieved.

8.3.2. At paragraph 5.1.2 of the SoR, the Applicant explains that it has entered into an option agreement with the freehold owner of the majority of the Order land, comprising the Solar Farm Site. It explains (at paragraph 12.1.5) that the powers of CA are sought as a fallback position in case



the owner does not grant a lease in accordance with the option agreement and to ensure third party private rights can be extinguished to the extent it is necessary to do so.

8.3.3. Having compared the works plans, land plans and BoR carefully, I am satisfied that each area of land affected by CA or TP is required for the carrying out of one or more of the works identified in Schedule 1 of the dDCO or their maintenance.

## **8.4. THE CA AND TP POWERS SOUGHT**

8.4.1. The powers sought are for:

- a) the acquisition of all interests in land, including freehold shown edged red and shaded pink on the Land Plans (Art 19 in the dDCO);
- b) so much of, or such rights in, the subsoil of the land referred to in Art 19 or Art 21 as may be required, including freehold in respect of subsoil only – shown edged red, shaded pink and hatched red on the Land Plans (Art 24 in the dDCO);
- c) permanent acquisition of new rights and/ or the imposition of restrictive covenants or extinguishment of private rights – shown edged red and shaded blue on the Land Plans (Art 21 and Art 22 in the dDCO);
- d) the permanent acquisition of new rights and/ or the imposition of restrictive covenants or extinguishment of private rights (excluding subsoil) - shown edged red and shaded brown on the Land Plans (Art 21 and Art 22 in the dDCO);
- e) the temporary use of land to permit construction or maintenance where the Applicant has not yet exercised powers of compulsory acquisition (Art 28 and Art 29 in the dDCO) and extinguishment and/ or suspension of rights (Art 22 in the dDCO) and overriding of easements and other rights (Art 25 in the dDCO) – shown edged red on the Land Plans;
- f) temporary use only of land to permit construction (Art 28 in the dDCO) shown edged red and shaded green on the Land plans; and
- g) the acquisition of land, rights and apparatus belonging to SUs within the Order land including powers to extinguish and suspend existing rights and to remove and reposition SU apparatus. Art 30 is relied on in respect of this.

## **8.5. LEGISLATIVE REQUIREMENTS**

8.5.1. Section 122(2) of the PA2008 provides that a DCO may include provision authorising CA only if the SoS is satisfied that certain conditions are met. These include that the land subject to CA is required for the development

to which the development consent relates or is required to facilitate or is incidental to it.

- 8.5.2. In addition, s122(3) requires that there must be a compelling case in the public interest for the land to be acquired compulsorily. For this to be met, DCLG's guidance on compulsory acquisition ("the CA Guidance") indicates the SoS will need to be persuaded that there is compelling evidence that the public benefits that would be derived from the CA will outweigh the private loss that would be suffered by those whose land is to be acquired.
- 8.5.3. Section 123 requires the SoS to be satisfied that one of the three procedural conditions set out in subsections (2) to (4) are met, namely:
- that the application for the order included a request for CA of the land to be authorised - s123(2); or
  - that all persons with an interest in the land consent to the inclusion of the provision – s123(3); or
  - that the prescribed procedure has been followed in relation to the land - s123(4).
- 8.5.4. The application included a request for CA of the land to be authorised. As such, I am satisfied that the condition set out in s123(2) of the PA2008 has been met.
- 8.5.5. Section 127 of the PA2008 applies to SU land. S127(2) and (3) state that an order granting development consent may include provisions authorising the CA of SU land only to the extent that the SoS is satisfied that it can be purchased and not replaced without serious detriment to the carrying on of the undertaking or if purchased it can be replaced by other land belonging to, or available for acquisition by, the undertakers without serious detriment to the undertaking. Similarly, s127(5) and (6) of the PA2008 provide that an order granting development consent may only include provision authorising the CA of rights belonging to SUs to the extent that the SoS is satisfied that the right can be taken without serious detriment to the carrying out of the undertaking, or that any detriment can be made good. A number of SUs have land interests within the Order Limits. These are set out in the BoR.
- 8.5.6. Section 138 of the PA2008 relates to the extinguishment of rights on SU land. It states that an order may include a provision for the extinguishment of the relevant rights, or the removal of the relevant apparatus only if the SoS is satisfied that the extinguishment or removal is necessary for the purposes of carrying out the development to which it relates. For the Proposed Development, this section of the PA2008 is relevant to SUs with land and equipment interests within the Order Limits.
- 8.5.7. TP powers are also capable of being within the scope of a DCO by virtue of Paragraph 2, Part 1 of Schedule 5 to the PA2008. This allows for, amongst other things, the suspension of interests in or rights over land compulsorily or by agreement. The PA2008 and the associated CA Guidance do not contain the same level of specification and tests to be

met in relation to the granting of TP powers, as by definition such powers do not seek to permanently deprive or amend a person's interests in land. Further, such powers tend to be ancillary and contingent to the application proposal as a whole: only capable of proceeding if the primary development is justified.

- 8.5.8. The Neighbourhood Planning Act 2017 includes a number of provisions related to the TP of land including notice requirements, the service of counter notices and compensation. These provisions are not yet in force and are described as technical changes in the explanatory notes that accompany the Act. While it is not necessary to assess the proposal against these provisions, they provide a useful indication of how Parliament considers these matters should be addressed and how a balance can be struck between acquiring authorities and those whose interests are affected by the use of such powers.
- 8.5.9. In addition to the legislative requirements set out above, the CA Guidance sets out a number of general considerations which also have to be addressed including:
- whether all reasonable alternatives to CA have been explored;
  - whether the Applicant has a clear idea of how it intends to use the land subject to CA powers;
  - whether the Applicant can demonstrate that funds are available to meet the compensation liabilities that might flow from the exercise of CA powers; and
  - whether the SoS is satisfied that the purposes stated for the CA and TP are legitimate and sufficiently justify the inevitable interference with the human rights of those affected.
- 8.5.10. I have taken all relevant legislation and guidance into account in my reasoning below and relevant conclusions are drawn at the end of this chapter.

## **8.6. EXAMINATION OF THE CA AND TP CASE**

- 8.6.1. In examining the application, I considered all written material in respect of CA and TP. I asked questions of the Applicant and APs in ExQ1, ExQ2 and ExQ3. In addition, I held a CAH [[EV-010](#)] where the issues were explored in further detail.

### **Written Processes**

- 8.6.2. In ExQ1 [[PD-007](#)] (ExQ1.3.1 – Q1.3.17), I sought further information on the proposed phasing, the stated benefits of the scheme, land ownership (including in relation to unknown owners (and attempts made to identify them)), and updates on the progress of discussions with APs, including SUs.
- 8.6.3. I also sought further information on site selection, funding for CA, whether any options for alternative dispute resolutions had been considered as well as requesting clarification on inconsistencies in the BoR. These were resolved in subsequent versions of the BoR.

8.6.4. In ExQ2 [[PD-009](#)] and ExQ3 [[PD-012](#)], I sought further information on the Applicant's changes to the Land Plans and requested updates from the Applicant and APs on discussions.

### **Hearings**

8.6.5. During the Examination, I held one CAH [[EV- 010](#)] at which the Applicant was invited to briefly outline the case for CA and TP and how it meets the tests of the PA2008.

8.6.6. APs were provided an opportunity to be heard and comment on the process and on the rights sought and provisions proposed in the dDCO and SUs were afforded an opportunity to raise or expand on any concerns or objections.

8.6.7. My oral questions sought information and/ or clarification on a number of matters including:

- matters not clear from the written evidence;
- progress on negotiations with APs;
- the need to acquire rights and alternatives;
- updates to the BoR and Land Plans;
- PPs in relation to SUs and others; and
- whether there is a compelling case in the public interest.

### **Site Inspections**

8.6.8. My approach to site inspections is set out in Chapter 1 above (paragraphs 1.4.18 to 1.4.21). In summary, I visited a number of the sites affected by the Applicant's CA/ TP proposals either unaccompanied, as part of the ASI or on an access required basis.

8.6.9. Taken together, this has provided me with a good understanding of the location of the affected plots as well as any above ground infrastructure.

### **The Applicant's case**

8.6.10. The Applicant's case for the CA and TP powers sought is set out in section 6 (Purpose of the powers) and section 7 (Justification for the CA powers) of the SoR [[APP-014](#)] and the Applicant explains how it considers its proposals meet the tests set out in s122. It also describes how the Applicant considers it has demonstrated the general considerations the CA Guidance.

8.6.11. In summary, the Applicant explains that it has included CA and TP powers in the dDCO in order to ensure the Proposed Development can be built, operated and maintained. In the absence of these powers, the Applicant notes that the Order land may not be assembled and uncertainty around the project will continue. Furthermore, it argues that in their absence the Government's policy objectives, including in meeting the urgent need for low carbon generation would not be achieved within a reasonable timeframe.

- 8.6.12. In addition, it states that in designing the scheme it has ensured that the scope of CA powers is no more than is needed. This is demonstrated in the Schedule of Negotiations and Powers Sought document submitted with the application [APP-017] which indicates that each plot is required for one or more of the works identified in Schedule 1 of the dDCO (or their maintenance).
- 8.6.13. Overall, I am satisfied that the Applicant has demonstrated that the land is needed and would be no more than is reasonably required for the Proposed Development. Furthermore, I am also satisfied that all of the land included is required either for the development, to facilitate it or is incidental to it. As such, subject to my further consideration of plots affected by outstanding objections/ representations in section 8.8 below, I consider the test set out in s122(2) of the PA2008 to be met.
- 8.6.14. In relation to section 122(3), the Applicant points to a number of public benefits that will result including the meaningful and timely contributions to decarbonisation, security of supply and achieving net zero, a significant BNG, along with a number of more modest public benefits including job creation during construction, the provision of permissive paths and contributions towards local skills and employment.
- 8.6.15. In relation to the proposed CA of the freehold of at Bulls Lodge Quarry which the Applicant acknowledges has the potential to sterilise a small volume of mineral reserve (sand and gravel) that is consented for extraction, it points out that the sterilised reserve would represent only a small proportion of the consented reserve and considers it would not impact on the viability of the remainder of the consented reserve or significantly reduce the mineral supply in Essex. Overall, it considers the benefits of the Proposed Development overwhelmingly outweigh the sterilisation of this small quantity of consented sand and gravel.
- 8.6.16. While it acknowledges that it would result in private loss to those affected, it considers this loss is outweighed by the public benefits that would arise.
- 8.6.17. Taking these matters into account, the Applicant concludes that there is a clear and compelling case in the public interest for the inclusion of powers of CA and that the public benefit of allowing the project to succeed outweighs the infringement of private rights which would occur in the event that the CA powers were exercised.
- 8.6.18. Overall, and subject to my further consideration of the plots affected by outstanding objections / representations in section 8.8 below, I agree and am satisfied that there is a compelling case in the public interest for that the land to be acquired compulsorily. I am therefore satisfied that the test set out in s122(3) PA2008 is met.

### **Alternatives**

- 8.6.19. The CA Guidance indicates that the Applicant should be able to demonstrate to the satisfaction of the SoS that all reasonable

alternatives to compulsory acquisition (including modifications to the scheme) have been explored.

- 8.6.20. The Applicant's approach to the consideration of alternatives in relation to CA is set out in section 7.5 of the SoR [[APP-014](#)]. It notes that the location and extent of the land required has been carefully considered and the Proposed Development designed to take the minimum amount of land required while maintaining the benefits.
- 8.6.21. Furthermore, ES Chapter 3 [[APP-035](#)] sets out the Applicant's rationale for site selection and explains how the grid connection point was chosen. Moreover, it notes that none of the alternatives or modifications to the Proposed Development that were considered would remove the need for CA. Further details on the alternatives and modifications to the Proposed Development considered by the Applicant can be found in section 5.2 above.
- 8.6.22. Specifically in relation to CA, the Applicant states [[APP-014](#)] that its main consideration of alternatives has been to actively pursue the acquisition of the land and rights needed by voluntary agreement and to minimise the need for CA powers wherever possible. Furthermore, notwithstanding the request for CA and TP powers, the Applicant has conducted negotiations with APs in parallel with the Examination with the aim of acquiring the land by agreement.
- 8.6.23. The final CA Schedule [[REP7-028](#)] records that, at the close of the Examination, the Applicant had signed agreements for 34 plots, had agreed heads of terms on a further 7 plots and that there were 21 plots where agreement had not been reached but no objection had been received in relation to CA. It also records that objections to CA had been received in relation to two plots.
- 8.6.24. In light of the evidence above, I consider the application has satisfactorily demonstrated that all reasonable alternatives to CA have been explored.

### **Availability and Adequacy of Funds**

- 8.6.25. The Applicant's Funding Statement [[APP-015](#)] explains that the Applicant is owned by EDF Energy Renewables Limited (EDFR) and Padero Solar Energy Limited, with EDFR being the majority shareholder.
- 8.6.26. The financial statements provided indicate that the Applicant has the ability to procure the financial resources required for the Proposed Development, including the cost of acquiring any land and rights and the payment of compensation.
- 8.6.27. The adequacy of funding for CA was not raised by any AP during the course of the Examination. However, as part of ExQ1, I asked the Applicant to provide further details on the total amount of compensation it considered would be payable in respect of CA. In response, the Applicant provided an estimate of £17.5 million and confirmed that this was its estimated total liability.

- 8.6.28. Furthermore, Art 44 of the dDCO [[REP8-009](#)] requires a guarantee or alternative form of security for compensation that may be payable pursuant to the DCO before the provisions for CA can be exercised. This provides a clear mechanism whereby the necessary funding for CA can be guaranteed.
- 8.6.29. Based on the information provided, I am satisfied that the necessary funds would be available to the Applicant to cover the likely costs of CA.

## **8.7. MATTERS RAISED IN THE EXAMINATION/ OBJECTIONS TO CA AND TP**

- 8.7.1. At the start of the Examination, the following APs objected to CA and TP proposals:
- NGET
  - NR
  - Mrs Mary Rance
- 8.7.2. I was kept updated throughout the Examination on how matters were progressing with the abovementioned parties by means of a CA Schedule.
- 8.7.3. At Deadline 8, the Applicant indicated that it had entered into a confidential side agreement with National Grid. An updated dDCO [[REP8-009](#)] was provided to record that this has been entered into.
- 8.7.4. The Applicant also noted that a confidential framework agreement had been agreed with NR and that NR was expected to sign shortly, at which point it would formally withdraw its objection. The Applicant has indicated that it would provide an update to the SoSESNZ once the agreement is complete. In its SoCG with the Applicant [[REP7-022](#)], NR confirmed it had agreed protective provisions which restrict the exercise of CA powers over NR land and interests without NR's consent.
- 8.7.5. Nevertheless, at the close of the Examination, no formal notification of withdrawal of representations was received and I consider all outstanding objections/ representations to CA and TPO below.

## **8.8. OBJECTIONS/REPRESENTATIONS OUTSTANDING PLOTS 2/5, 2/6 AND 2/6/1**

- 8.8.1. No formal objection to the CA/ TP of these plots was received. However, the owner of these plots raised a number of concerns and sought assurances that the CA powers sought would not prejudice her ability to improve the existing visibility splays at the junction of Waltham Road and Chantry Lane or to widen, alter or insert passing bays along Chantry Lane itself. Clarification was also sought on the Applicant's choice of grid connection route [[REP5-026](#)].
- 8.8.2. At the CAH, I sought further information on the choice of grid connection route and the Applicant explained that the selection of the preferred

option had been made based on a number of criteria including minimising ecological and hydrological disturbance and the minimisation of disturbance to the minerals safeguarding area.

- 8.8.3. Various technical solutions were considered and the Applicant explained that option 4 was ultimately taken forward as it was considered to offer the best technical solution, minimises the impact on the MCA, and was more acceptable in terms of its environmental and social impacts. A plan showing the various routes considered can be found in [Figure 5](#) above.
- 8.8.4. During the Examination discussions continued between the Applicant and the AP. At the close of the Examination, the owner of these plots indicated a willingness to work with the Applicant on facilitating an acceptable grid connection route but remained concerned about the of Plot 2/6/1 for temporary construction works and access.
- 8.8.5. All three plots are required for the proposed Grid Connection Route (Work No. 4) with the Applicant seeking CA powers in connection with its construction and maintenance. Plot 2/5 comprises a parcel of land at the junction of Waltham Road and Chantry Lane and represents the point at which the proposed cable crosses Waltham Road. Plot 2/6 comprises a field that runs adjacent to Waltham Road and through which the Applicant proposes to lay the high voltage electrical cable. Plot 2/6/1 runs parallel to Plot 2/6 and is intended to be used as a temporary construction laydown area to be used for the purposes of carrying out the works.
- 8.8.6. Overall, I am satisfied that these plots are either required for the proposed development, to facilitate it or are incidental to it and as such meet the test set out in s122(2) of the PA2008.
- 8.8.7. Turning then to the public interest, while I acknowledge the CA of rights over plots 2/5 and 2/6 and the TP of plot 2/6/1 would result in some disruption and inconvenience to the owner of those plots, the extent of the rights being sought are limited. While I note the owner's concerns regarding her own plans for development, these are at an early stage and I have seen nothing which would indicate they would be materially prejudiced by the granting of the CA and TP powers sought.
- 8.8.8. Furthermore, the Applicant confirmed at Deadline 1a [[REP1a-002](#)] (Table A-3) that, following the installation of the cable, the land will be able to be used as per its existing use. On balance, I do not consider the CA powers sought over plots 2/5, 2/6 and 2/6/1 would result in any lasting detriment to the owner of these plots.
- 8.8.9. Accordingly, while I accept that the CA and TP powers sought might result in some adverse impacts to the owner's private interests, in view of the established need for energy generation and the need to provide certainty in terms of project delivery, I consider there is a compelling case in the public interest for that the land to be acquired compulsorily. I am therefore satisfied that it meets the tests in s122(3) PA2008.



## **NETWORK RAIL**

- 8.8.10. At the start of the Examination, NR were concerned to ensure that their assets were protected and that the exercise of CA powers in relation to their land would not result in any serious detriment to their ability to carry on their undertaking ([[RR-001](#), [REP1b-069](#) and [REP1b-070](#)]).
- 8.8.11. Discussions continued throughout the Examination and NR confirmed in its SoCG with the Applicant [[REP7-022](#)], that it had agreed protective provisions which restrict the exercise of CA powers over NR land and interests without NR's consent. These are included in version [[REP8-009](#)] of the dDCO.
- 8.8.12. Consequently, I am satisfied that the inclusion of PPs in the dDCO in favour of NR are sufficient to ensure that there would be no serious detriment to the carrying on of its undertaking.

## **NATIONAL GRID ELECTRICITY TRANSMISSION**

- 8.8.13. NGET identified its RR [[RR-066](#)] and WR [[REP1b-092](#)] a number of its assets within or in close proximity to the Order Limits. It was concerned to ensure that suitable protections were in place to protect its assets.
- 8.8.14. Schedule 15, Part 4 of the dDCO contains provisions for the protection of NGET and includes a restriction on the exercise of the CA powers by the Applicant without NGET's consent as well as provisions regulating the carrying out of specified works.
- 8.8.15. Consequently, I am satisfied that the inclusion of PPs in the dDCO in favour of NGET are sufficient to ensure that there would be no serious detriment to the carrying on of its undertaking. As such, I consider the tests set out in s127 and s138 of the PA2008 are met. Furthermore, as noted above, the Applicant has indicated that it has entered into a confidential side agreement with National Grid.

## **ExA's Conclusion on outstanding objections/representations**

- 8.8.16. I am satisfied that the CA powers sought over all of the land identified in the Land Plans and BoR are required for the Proposed Development, to facilitate it or are incidental to it. I am therefore satisfied that the powers sought meet the condition set out in S122(2) of the PA2008.
- 8.8.17. Furthermore, while I accept that the CA and TP powers sought might result in some adverse impacts to the private interests of the owners of the land affected, in view of the established need for energy generation and the need to provide certainty in terms of project delivery, I consider there is a compelling case in the public interest for that the land to be acquired compulsorily. I am therefore satisfied that it meets the tests in s122(3) PA2008.
- 8.8.18. Furthermore, having considered the PPs in the round, and noting the absence of any specific objection to any their terms by NGET as part of this Examination, I consider they are sufficient to ensure that there

would be no serious detriment to those SUs affected. Moreover, I consider the extinguishment or removal of apparatus belonging to SUs is necessary for the purpose of carrying out the Proposed Development.

8.8.19. Accordingly, I consider the powers sought meet the requirements of s127 and s138 of the PA2008.

### **Human Rights Act 1998 and Equalities Act 2010 Considerations**

8.8.20. The Human Rights Act 1998 incorporates the European Convention on Human Rights into UK law. Schedule 1 of the Act sets out the Articles. Art 6 (right to a fair trial) and Art 1 of the First Protocol (protection of property) are engaged. There are no residential properties to be acquired for the Proposed Development and, as such, I have no reason to believe that Art 8 (Right to respect for private and family life) would be engaged.

8.8.21. In relation to Art 6, I accept that appropriate consultation took place before and during the process and that there has been an opportunity to make representations during the preparation of the application and the owners of land have been consulted. There has also been the opportunity to make representations during the course of the Examination. At the CAH, I provided all APs who wished to be heard, an opportunity to be heard fully, fairly and in public. I also note that, should an Order be made, there are further opportunities for APs to challenge the Order in the High Court. I consider this is sufficient to meet the obligations set out in Art 6.

8.8.22. Turning then to Art 1, the Applicant acknowledges in the SoR [[APP-014](#)] that the Order has the potential to infringe the rights of affected parties and acknowledges the need to strike a balance between the rights of the individual and the interests of the public. Furthermore, I note it has sought to minimise the amount of land affected and included suitable provisions for the payment of compensation in the dDCO.

8.8.23. I have found above that there is a compelling case in the public interest for all of the land identified to be acquired compulsorily. Furthermore, I consider that the proposed interference with individuals' rights would be lawful, necessary, proportionate and justified in the public interest. I therefore consider the CA and TP powers sought are compatible with the Human Rights Act.

8.8.24. The Equalities Act 2010 establishes a duty to eliminate discrimination, advance equality of opportunity and foster good relations between persons who share a protected characteristic and persons who do not. I have had regard to this duty throughout the Examination and in my consideration of the issues raised in this report.

8.8.25. Overall, I find that the Proposed Development does not harm the interests of persons who share a protected characteristic or have any adverse effect on the relationships between such persons and persons who do not share a protected characteristic. On that basis, I have found no breach of the Public Sector Equality Duty.

## **8.9. CONCLUSIONS**

8.9.1. Having considered all of the material submitted to the Examination, I have reached the following conclusions:

- The application site has been appropriately selected.
- All reasonable alternatives to CA have been explored.
- The dDCO provides a clear mechanism whereby the necessary funding can be guaranteed.
- There is a clear need for all the land included in the BoR to be subject to CA or TP.
- There is a need to secure the land and rights required to construct the Proposed Development within a reasonable timeframe, and the Proposed Development represents a significant public benefit to weigh in the balance.
- The private loss to those affected has been mitigated through the selection of the land; the minimisation of the extent of the rights and interests proposed to be acquired and the inclusion, where relevant, of PPs in favour of those affected.
- The powers sought satisfy the conditions set out in s122 and s123 of the PA2008 as well as the CA Guidance.
- The powers sought in relation to SUs meet the conditions set out in s127 and s138 of the PA2008 and the CA Guidance.

8.9.2. Considering all of the above factors together, I find there is a compelling case in the public interest for the CA powers sought in respect of the CA land shown on the Land Plans.

# 9. DRAFT DEVELOPMENT CONSENT ORDER AND RELATED MATTERS

## 9.1. INTRODUCTION

- 9.1.1. Version 1.0 of the dDCO [[APP-011](#)] and an Explanatory Memorandum (EM) [[APP-012](#)] were submitted by the Applicant as part of the application. A further 8 revisions of the dDCO were submitted<sup>18</sup>.
- 9.1.2. Full details of the changes made, as well as tracked change versions of the dDCO, were also submitted. These document the changes between version 1.0 and 9.0 and are listed, together with the relevant document links, in Table 2 below.
- 9.1.3. Version 9.0 of the dDCO consists of 45 articles and 15 schedules. It is based on the Model Provisions (the now-repealed Infrastructure Planning (Model Provisions) (England and Wales) Order 2009) but departs from those clauses to draw upon drafting used in made Orders for similar development under the PA2008. In particular, it draws on both the Cleve Hill Solar Park Order 2020 and the Little Crow Solar Park Order 2022 and broadly follows the approach they adopt.
- 9.1.4. This chapter:
- comments on the structure of the dDCO;
  - reports on the processes that I used to examine the dDCO and its progress through the Examination;
  - signposts where to find the changes made to the dDCO during the Examination up to Deadline 8 that were either not the subject of contention or where they were, were subsequently resolved to the satisfaction of the parties;
  - reports in more detail on any matters that had not been resolved to the satisfaction of the main parties at the close of the Examination;
  - identifies any changes to version 0.0 of the dDCO I consider are necessary;
  - addresses the provision of a defence against nuisance in the DCO; and
  - sets out my conclusions.

## 9.2. THE STRUCTURE OF THE dDCO

- 9.2.1. The content of the dDCO [[REP8-009](#)] is listed on its face. I am content that the structure is fit for purpose, and I do not recommend any changes to it.

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<sup>18</sup> In total 9 versions of the dDCO were submitted. All references in this chapter to version 9.0 of the dDCO refers to the dDCO submitted at Deadline 8 [[REP8-009](#)] which is incorrectly referred to on its face as revision 8.0.

## **Parameters of the Order and the 'consent envelope'**

- 9.2.2. As noted in Chapter 2 above, the Applicant has not included a maximum limit on generating capacity in the dDCO explaining that total generation capacity is linked to the size of the site and the Grid Connection offer that the Applicant has received and accepted (500MW). This would allow it to take advantage of future technologies and innovation to make the Proposed Development as efficient as possible.
- 9.2.3. This accords with dNPS EN-3 which advises that installed export capacity should not be seen as an appropriate tool to constrain the impacts of a solar farm. Instead, it indicates that Applicants should use other measurements, such as panel size, total area and percentage of ground cover to set the maximum extent of development when determining the planning impacts of an application. A similar approach was adopted in both the Cleve Hill Solar Park Order 2020 and the Little Crow Solar Park Order 2022.
- 9.2.4. As Chapter 4 above makes clear, a 'Rochdale Envelope' approach has been used which assesses the maximum (and where relevant, the minimum) parameters of the Proposed Development. This is a common approach adopted in energy generation projects where a degree of flexibility is required.
- 9.2.5. A set of ODP [[REP6-007](#)] have been established which allow for flexibility in the design and form the limits within which the Proposed Development can be built and operated. These design principles correspond to the physical areas set out in the works plans [[REP3-003](#) and [REP3-004](#)] and are secured in Requirements 7 and 22 of the dDCO [[REP8-009](#)].
- 9.2.6. In addition to the ODP, other DCO Requirements, certified documents and plans will operate to control and manage the detailed design of the Proposed Development, as well as its construction, operation (including maintenance) and decommissioning. The way in which those mechanisms work together as an envelope within which the Proposed Development would be undertaken is explained in more detail in section 6 of the EM [[REP7-008](#)].
- 9.2.7. In summary, Art 3 (Development consent etc. granted by this Order) and Schedule 2 (Requirements) operate to create a "consent envelope" within which the Proposed Development would be brought forward. Briefly:
- The Proposed Development is described in Schedule 1 of the Order, where it is referred to as the "authorised development". The authorised development is granted consent pursuant to Art 3(1).
  - In Schedule 1, the Proposed Development is divided into a series of component parts, referred to as "numbered works".
  - Art 3(2) requires that the numbered works authorised by the Order are situated in the areas and within the limits of deviation shown on the Works Plans.
  - The design of the Proposed Development is also controlled via Requirements 7 and 22 (Detailed design approval) which require

- approval of details of the final design, and require that the details submitted must accord with the ODP.
- In addition to the ODP, the design of the Proposed Development is also controlled by:
    - in the case of Work No. 2 (battery energy storage), the design requirements set out in the BSMP (pursuant to Requirement 7);
    - approval and implementation of the LEMP (which is also required to demonstrate how any approaches and measures in the Biodiversity Design Strategy have been adopted in the final design) (Requirement 9);
    - approval and implementation of permanent fencing and means of enclosure (Requirements 10, 23);
    - approval and implementation of a surface and foul water drainage scheme or system (Requirements 11, 24);
    - approval and implementation of the WSI (Requirements 12, 25);
    - in the case of numbered works 1, 2 and 3, the requirement for the design of the Proposed Development to comply with noise rating levels in the ES (Requirement 16); and
    - provision of permissive paths (Requirement 17).
  - The construction phase of the Proposed Development (as set out in Schedule 1 of the dDCO and which is required to be constructed within the areas on the Works Plans) is also controlled by:
    - the implementation of a community liaison group (Requirement 6);
    - approval and implementation of the BSMP (Requirement 8);
    - approval and implementation of temporary fencing and means of enclosure (Requirements 10 and 23);
    - approval and implementation of a surface and foul water drainage scheme or system (Requirements 11 and 24);
    - approval and implementation of the WSI (Requirements 12 and 25);
    - approval and implementation of the CEMP (Requirements 13 and 26);
    - approval and implementation of the CTMP (Requirements 15 and 27);
    - approval and implementation of the PRoW Management Plan (Requirement 18);
    - approval and implementation of the SRMP (Requirements 19 and 28); and
  - The ongoing operation and maintenance of the Proposed Development would be controlled by:
    - approval and implementation of the BSMP (Requirement 8);
    - approval and implementation of the LEMP (Requirement 9);
    - approval and implementation of any surface and foul water drainage scheme or system (Requirements 11 and 24);
    - approval and implementation of an OEMP (Requirements 14 and 29).

9.2.8. The application seeks flexibility to undertake the Proposed Development within the above envelope, in particular within the maximum areas and

parameters secured via the Works Plans and ODP. As set out in Chapter 5 of the ES and the individual technical chapters, the environmental impact assessment has assessed the upper extent of the areas and sizes allowed by the Works Plans and ODP. As a result, the ES has assessed a worst case, and has considered and confirmed that any scheme built within the maximum areas and parameters would have effects no worse than those assessed.

## 9.3. EXAMINATION OF THE dDCO

9.3.1. Discussions on the provisions contained in the dDCO were undertaken throughout the Examination and resulted in a number of changes. These were generally confined to resolving inconsistencies, providing clarification and certainty in drafting updates resulting from agreement reached between the Applicant and IPs in ongoing discussions throughout the Examination. Details of the changes made between each version can be found in the schedules of changes made (which are listed in Table 2 and summarised below).

**Table 2: Key dDCO documentation submitted into the Examination**

<b>dDCO Version</b>	<b>Deadline</b>	<b>Examination Library Reference/ link</b>
1.0	-	[ <a href="#">APP-011</a> ] (Application dDCO) [ <a href="#">APP-012</a> ] (EM)
2.0	D1b	[ <a href="#">REP1b-003</a> ] (dDCO clean copy) [ <a href="#">REP1b-004</a> ] (dDCO tracked changes) [ <a href="#">REP1b-005</a> ] (Revised EM) [ <a href="#">REP1b-006</a> ] (Revised EM tracked changes)
3.0	D2	[ <a href="#">REP2-005</a> ] (dDCO clean copy) [ <a href="#">REP2-006</a> ] (dDCO tracked changes) [ <a href="#">REP2-030</a> ] (dDCO schedule of changes)
4.0	D3	[ <a href="#">REP3-006</a> ] (dDCO clean copy) [ <a href="#">REP3-007</a> ] (dDCO tracked changes) [ <a href="#">REP3-030</a> ] (dDCO schedule of changes)
5.0	D4	[ <a href="#">REP4-003</a> ] (dDCO clean copy)

dDCO Version	Deadline	Examination Library Reference/ link
		<a href="#">[REP4-004]</a> (dDCO tracked changes) <a href="#">[REP4-033]</a> (dDCO schedule of changes)
6.0	D5	<a href="#">[REP5-003]</a> (dDCO clean copy) <a href="#">[REP5-004]</a> (dDCO tracked changes) <a href="#">[REP5-017]</a> (dDCO schedule of changes)
7.0	D6	<a href="#">[REP6-003]</a> (dDCO clean copy) <a href="#">[REP6-004]</a> (dDCO tracked changes) <a href="#">[REP6-025]</a> (dDCO schedule of changes)
8.0	D7	<a href="#">[REP7-006]</a> (dDCO clean copy) <a href="#">[REP7-007]</a> (dDCO tracked changes) <a href="#">[REP7-029]</a> (dDCO schedule of changes) <a href="#">[REP7-008]</a> (Final EM) <a href="#">[REP7-009]</a> (Final EM Tracked Changes)
9.0	D8	<a href="#">[REP8-009]</a> (Final dDCO) <a href="#">[REP8-007]</a> (dDCO tracked changes) <a href="#">[REP8-010]</a> (dDCO schedule of changes)

- 9.3.2. I received regular updates throughout the Examination on the ongoing discussions between the Applicant and IPs on proposed amendments. An updated dDCO was submitted by the Applicant at each deadline along with a tracked changes version and a schedule of changes made.
- 9.3.3. In summary, ExQ1 [[PD-007](#)] contained a number of questions about revision 1.0 of the dDCO and the EM [[APP-012](#)]. In response, updates were made at Deadline 1b (revision 2.0) some of which also sought to address representations made by IPs. Minor updates were made at Deadline 2 to Schedules 13 and 15 and a revised version submitted (revision 3.0).
- 9.3.4. I held an ISH on revision 3.0 of the dDCO (ISH1) [[EV-006](#) and [EV-007](#)] where I asked a number of questions and invited oral submissions on



various matters raised in the RRs and WRs. Following ISH1, updates were made to the dDCO at D3 (revision 4.0). These included updates to definitions, the procedure for the discharge of requirements, deemed consent and to provide consistency in approach with other made DCOs (in particular the Cleve Hill Solar Park Order 2020 and the Little Crow Solar Park Order 2022). Updates were also made in response to matters agreed in the ongoing discussions between the Applicant and IPs.

- 9.3.5. I asked a number of further questions on revision 4.0 of the dDCO (ExQ2) [[PD-009](#)], after which further, minor updates were made at Deadline 4 (revision 5.0).
- 9.3.6. The Deadline 5 dDCO (revision 6.0) contains a number of updates which result from ongoing discussions between the Applicant and IPs. These mostly involved changes to the PPs in favour of ECC and updates to Schedule 16 (Discharge of Requirements). At Deadline 6, the dDCO submitted (version 7.0) contains further updates to Schedule 15 to reflect the outcome of discussions with the EA and NR on protective provisions.
- 9.3.7. Discussions continued throughout the Examination between the Applicant and the Host Authorities on the wording of Schedule 2 (Requirements). In ExQ3, I noted that a number of matters were still under discussion and asked the Host Authorities to provide details of any amendments being sought.
- 9.3.8. At Deadline 6, BDC and ECC provided a list of amendments they considered were necessary together with a reasoned justification [[REP6-069](#)]. These included, amongst others, concerns in relation to the inclusion of Art 6(4). I sought further clarification from the Applicant in my letter dated 3 January 2023 [[PD-013](#)], noting that there appeared to be an inconsistency between the intended purpose of Art 6(4) (as set out in the EM) and the drafting included in the dDCO.
- 9.3.9. In response [[REP7-005](#)], the Applicant acknowledged the inconsistency and amended the wording of Art 6(4) and the EM to ensure they better align. These were included in revision 8.0 of the dDCO submitted at Deadline 7.
- 9.3.10. I invited all IPs to comment on these proposed changes in my Rule 17 letter dated 13 January 2023 [[PD-015](#)]. A response was received from ECC at Deadline 8 where it reiterated its objection to the inclusion of Art 6(4) in the dDCO. BDC made no comment but deferred to ECC as the MWPA. I consider this matter further below.
- 9.3.11. The final SoCG between the Applicant and the Host Authorities was updated at Deadline 8 [[REP8-005](#)] and records the position at the close of the Examination. As the SoSESNZ will note, there are a small number of outstanding areas of disagreement between the Applicant and Host Authorities in relation to the drafting of parts of the dDCO.
- 9.3.12. I have had regard to all revisions of the dDCO and the EM in my consideration of the matters discussed below.

- 9.3.13. Version 9 of the dDCO [[REP8-009](#)] consolidates all previous versions, and addresses all of the drafting points raised by me during the Examination. Nevertheless, at the close of the Examination, a number of matters remained unresolved between the Applicant and IPs.
- 9.3.14. The remainder of this chapter considers those parts of the dDCO where objections remained outstanding at the close of the Examination, my recommendations in respect of them and the alterations I consider are necessary to form the recommended dDCO.

## **9.4. DCO PROVISIONS WITH OBJECTIONS OUTSTANDING**

### **Art 6(4)**

- 9.4.1. As noted in paragraph 9.3.8 above, Art 6(4) was amended at Deadline 7 with new wording proposed by the Applicant. The Applicant's justification for this is set out in its Deadline 7 response [[REP7-005](#)].
- 9.4.2. In summary, it explains that the purpose of Art 6(4) is to address the potential inconsistency between the Proposed Development and the Park Farm Planning Permission at plot 1/2C. In particular, whether conditions attaching to the permission can be complied with. In the Applicant's view, the disapplication of conditions attaching to the Park Farm Planning Permission is necessary to ensure that the Order addresses the overlap between two consents. The effect of Art 6(4) is that where conditions attached to the Park Farm Planning Permission are inconsistent with the Proposed Development (with respect to plot 1/2C only), they would cease to have effect.
- 9.4.3. Essex County Council's position is set out in Deadline 8 submission [[REP8-014](#)]. In summary, ECC, as MWPA, consider that under the provisions of Policy S8 of the EMLP it is required to object in principle to Art 6(4). While it accepts that the SoSESNZ has the powers under the Planning Act 2008 to amend the extant permission at Park Farm, it notes that the impact on consented operations at Park Farm may go beyond the land designated as Plot 1/2C and that any impact should be understood before the wording of the DCO can be finalised. Furthermore, it raises a number of concerns regarding the impact of Art 6(4) on the beneficiary of the Park Farm Planning Permission.
- 9.4.4. I have considered ECC's concerns in relation to compliance with Policy S8 in Chapters 5 above, where I concluded that there is no evidence to indicate that there would be any material impact on the wider operation of Bulls Lodge Quarry. Furthermore, I do not consider the loss of mineral resource would be in conflict with either national or local policy.
- 9.4.5. While I acknowledge ECC's concerns regarding potential unforeseen operational consequences for the wider Park Farm Planning Permission, no specific operational concerns have been raised and there is no robust evidence which would indicate that the inclusion of Art 6(4) has any

material impact on the ability to extract minerals over the remainder of the site.

- 9.4.6. The fact remains that Art 6(4) is intended to deal with the potential conflict that could arise in relation to Plot 1/2C and I am mindful that in the absence of any such provision, there is a risk that the developer of the Park Farm Planning Permission could be found to be in breach of the relevant condition, in circumstances where it could not comply with it as a result of the making of the Order.
- 9.4.7. Furthermore, as noted above, Art 6(4) is similar to others contained in made DCO's including Art 3(3) The Lake Lothing (Lowestoft) Third Crossing Order 2020 (Art 3(3)).
- 9.4.8. On balance, I consider the amended Art 6(4) is a necessary addition and accordingly, I recommend its retention.

**Art 37(1) (Felling or lopping of trees and removal of hedgerows)**

- 9.4.9. At Deadline 6, BDC and ECC raised concerns that Art 37(1) was overly broad and sought the removal or amendment of Art 37(1)(b) and (c) [[REP6-065](#) and [REP6-069](#)].
- 9.4.10. While I acknowledge the councils' concerns, I accept the ability to lop/fell included in Art 37(1) is restricted to the purposes set out in sub-paragraphs (a) to (c), as well as sub-paragraph (2). Furthermore, sub-paragraph (5) restricts the undertakers' ability to fell or lop a tree or remove a hedgerow within the extent of the public highway without the prior consent of the highway authority. I also note that the removal of hedgerows is controlled by sub-paragraph (4) while the ODP restricts vegetation loss that shown on the Vegetation Removal Plan [[REP5-006](#)].
- 9.4.11. In addition, the oLEMP [[REP7-016](#)] includes measures which require replacement planting to be established above the cable route where vegetation is removed and which deal with vegetation removal and replacement planting more generally.
- 9.4.12. Overall, I consider these provide suitable safeguards to ensure that where used, this article is restricted to the removal of trees and hedgerows only where it is reasonably necessary to enable the construction, operation, maintenance and decommissioning of the Proposed Development.
- 9.4.13. Consequently, I consider the amended Art 6(4) is a necessary addition and accordingly, I recommend its retention. I also note that similar wording has been included in a number of other made DCOs including the Cleve Hill Solar Park Order 2020 and the Little Crow Solar Park Order 2022.

### **Schedule 1, Work No. 6(f)**

- 9.4.14. ELAF requested at Deadline 8 [[REP8-016](#)] that all references in dDCO to 'cycling or cycle track' are changed to 'walking, cycling and horse riding'. This was to ensure that there would be equal access to all users.
- 9.4.15. There are two specific references to 'cycle tracks/ routes' in the dDCO. These can be found in Art 9 and in Schedule 1.
- 9.4.16. Art 9 provides a power to alter the layout of street and includes the ability for the undertaker to alter the level or increase the width of any kerb, footway, *cycle track* or verge. Schedule 1, Work No. 6(f) refers to the laying down of internal access tracks, ramps, means of access, footpaths, permissive paths, *cycle routes* and roads, including the laying and construction of drainage infrastructure, signage and information boards.
- 9.4.17. I have considered ELAF's concerns in relation to PRow and access for all users in Chapter 5 above. As I make clear, there are various mechanisms included in the dDCO which will ensure that existing PRow are kept open and available and I note that the Applicant has made provision for the new permissive routes to be open to all users.
- 9.4.18. However, there are no proposals to carry out works for the provision of equestrian routes and I do not consider the amendments proposed to the dDCO are necessary. They would add nothing to these provisions and would introduce considerable ambiguity to their meaning.
- 9.4.19. Accordingly, I do not recommend any changes to the dDCO in this respect.

### **Schedule 2, Requirement 9 – Landscape and Ecological Management Plan**

- 9.4.20. BDC and ECC requested specific provision in Requirement 9 for replacement planting to be provided where any new trees planted die within a 5-year period.
- 9.4.21. Requirement 9 restrictions commencement of any phase of the solar farm works or grid connection works until a written LEMP (substantially in accordance with the oLEMP [[REP7-016](#)]) has been submitted to, and approved by, the relevant planning authority. Furthermore, it requires details of how the landscape and ecological measures will be managed and maintained during the operational life of the Proposed Development and also requires the Proposed Development to be implemented in accordance with the approved LEMP.
- 9.4.22. Section 3 of the oLEMP [[REP7-016](#)] includes the development of a detailed plan for the establishment and management of new trees, hedgerows and scrub for a 5-year period following their planting and includes the replacement of failed or defective plants with matching species during the next planting season after failure.

9.4.23. Taken together, I consider these provide sufficient safeguards to ensure the establishment of any new planting for the 5-year establishment period is secured. As such, I do not propose any further amendment to Requirement 9 of the dDCO.

### **Schedule 2, Requirements 11 and Requirement 24 – Surface and Foul Water Drainage**

9.4.24. BDC and ECC raised concerns that these requirements make no explicit mention to pollution control, nor to obtaining the agreement of the LLFA or the EA.

9.4.25. However, Requirements 11 and 24 both require approval of the drainage strategy by the local planning authority, in consultation with the LLFA. This is standard drafting, has been included in a number of made DCOs and is reflective of the LLFA's statutory consultee role.

9.4.26. Furthermore, I note that Table 3-4 of the oCEMP [[REP4-014](#)] contains detailed pollution control measures during construction including general compliance with good industry practice, staff awareness and training, pollution plans, storage of materials, spillage risk and temporary drainage. Likewise, during operation, the oOEMP [[REP5-007](#)] contains further pollution control measures including regular inspections and maintenance of all equipment in order to ensure the early identification of leaks. A detailed CEMP and OEMP would be secured by Requirements 13 and 14 of the dDCO.

9.4.27. Overall, I am satisfied that the dDCO makes suitable provision for consultation with the LLFA and the control of pollution. As such, I recommend no amendments to the Requirements in this respect.

9.4.28. In addition, at Deadline 8, Anglian Water Services Limited [[REP8-015](#)] requested it be added to the list of parties the local planning authorities must consult when drainage matters are sought under these Requirements (as well as Requirements 7(h) and 22).

9.4.29. It explained that, without such consultation the project may seek to connect to the public sewer network without considering the then sewer capacity for existing homes and businesses and wider environmental constraints. It argues that such consultation will enable Anglian Water to promote the use of nature-based solutions including SuDS.

9.4.30. However, while I acknowledge Anglian Water's concerns, it is for the local planning authority to decide on who should be consulted as part of any approval under the Requirements - subject to the normal rules in respect of consultation. There is nothing to indicate that, when doing so, under Requirements 7, 11, 22 and/ or 24 it would not consult with statutory undertakers, should it consider such consultation necessary.

9.4.31. On balance, I see no reason to add further details of consultees to these Requirements.

## **9.5. EXA'S PROPOSED CHANGES**

- 9.5.1. In light of my conclusions in Section 9.5 above, I do not consider any further substantive amendments to revision 9.0 of the dDCO are necessary to address the issues that have come to light during the Examination.

## **9.6. STATUTORY NUISANCE**

- 9.6.1. The application is accompanied by a Statutory Nuisance Statement (SNS) in accordance with regulation 5(2)(f) of the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009 [[APP-209](#)]).
- 9.6.2. Having reviewed the SNS, I am content that the Applicant has appropriately identified the scope of potential nuisance sources from the construction and operation of the Proposed Development. It identified no effects that are likely to result in nuisance and concludes that no additional mitigation is necessary. I agree with this conclusion.
- 9.6.3. Art 9 of the dDCO contains a defence to proceedings in respect of statutory nuisance of a type that is commonly provided for in NSIPs. The drafting is based on other made DCOs. I agree that the necessary steps to reduce the risk of nuisance events have been taken and that this provision is an appropriate provision against circumstances where unforeseen but unavoidable nuisance occurs.

## **9.7. CONCLUSIONS**

- 9.7.1. I have considered all versions of the dDCO as set out in Table 2 above and considered the degree to which the final dDCO (version 9.0) [[REP8-009](#)] has addressed outstanding matters.
- 9.7.2. I am satisfied that the Requirements set out in version 9.0 of the dDCO provide mitigation for potential adverse effects identified in the ES and sufficiently address the issues raised during the course of the Examination. The recommended DCO at Appendix C is identical to version 9.0 of the dDCO.
- 9.7.3. Taking all matters raised in this chapter and all matters relevant to the DCO raised in the remainder of this Report fully into account, if the SoSESNZ is minded to make the Order, I recommend it should be made in the form set out in Appendix C.

## 10. SUMMARY OF FINDINGS AND CONCLUSIONS

10.1.1. As I have noted in Chapter 5 above, the urgent need for energy generation of all types is established through the NPSs and is carried forward into the draft NPSs. I consider the Proposed Development would make a meaningful contribution to meeting this need, would help in the transition to a low carbon system and would generally be in accordance with the designated NPSs.

10.1.2. As such, in relation to s105 of the PA2008, I conclude:

- that making the recommended dDCO would be in accordance with NPS EN-1, NPS EN-5 and the NPPF. It would also accord with the local development plans as a whole and with other relevant policy, all of which have been considered in this report;
- the Proposed Development would have no significant adverse effects that would outweigh its benefits and there is nothing to indicate that the application should be decided other than in accordance with the relevant policies I have identified in this Report;
- with regard to all other matters and representations received, I have found no relevant matters that would individually or collectively lead to a different recommendation to that below.

10.1.3. In reaching the above conclusions, I have also had regard to the LIRs produced by BDC, CCC and ECC and note that on balance, all three Host Authorities consider the Proposed Development would be acceptable subject to the mitigation measures secured in the recommended dDCO.

10.1.4. Furthermore, having taken into account the advice from NE, I am satisfied that there is sufficient information before the SoSESNZ to enable them to conclude that an AA is not required.

10.1.5. In relation to the application for CA and TP powers, I conclude:

- That the Proposed Development for which the land and rights are sought would be in accordance with national policy and would help meet a national need for additional electricity generating capacity;
- That all reasonable alternatives to CA have been explored, that the recommended dDCO provides a clear mechanism to secure the necessary funding for CA and that there is a need to secure the land and rights required and to construct the Proposed Development within a reasonable timeframe;
- That the Proposed Development represents a significant public benefit, that the private loss to those affected is mitigated through the selection of the application land; the limitation to the minimum extent possible of the rights and interests proposed to be acquired; and the PPs included in Schedule 15 of the DCO;
- The powers sought satisfy the conditions set out in s122 and s123 of the PA2008 and meet the conditions set out in s127 and s138 of the PA2008 as well as the CA Guidance; and

- That the case for CA and TP powers has been made out and that the proposed interference with the human rights of individuals would be for legitimate purposes that would justify such interference in the public interest and to a proportionate degree.

10.1.6. I have had regard to the Public Sector Equality Duty (PSED) throughout the Examination, including the method by which hearings and site inspections were undertaken, and in producing this report. The Proposed Development does not harm the interests of persons who share a protected characteristic or have any adverse effect on the relationships between such persons and persons who do not share a protected characteristic. On that basis, I consider there is no breach of the PSED.

**Matters which the SoS may wish to consider further**

10.1.7. On 30 March 2023, following the close of the Examination, the Government published its response to the consultation comments on the dNPS. It reiterates, amongst other things, the Governments' commitment to increasing solar generation and acknowledges that the UK will need to see increased deployment of solar at all scales. It also encourages co-location alongside battery storage.

10.1.8. However, it also proposes a number of material updates to the dNPS, as a result of which, the Government has published revised versions and is undertaking further, targeted consultation on the proposed changes. These changes relate to offshore wind, the strengthening of dNPS EN-5 to include more detail on the role of strategic planning of networks and updates to civil and military aviation and defence interests to reflect the status of energy developments. A number of other, more minor amendments have also been made to the text of the original dNPSs to provide clarification, including dNPS EN-3 and its provisions on solar generation.

10.1.9. As will be evident, in examining the application, consideration was given to both the designated NPS and the draft NPSs published in 2021. I am mindful that IPs have not been given an opportunity to comment on the revised 2023 versions. As such, as I made clear in Chapter 3 above, my consideration of the Proposed Development's compliance with the dNPS is undertaken against the earlier, 2021 versions.

10.1.10. In the event that the new suite of energy NPSs is designated before a decision is made by the SoSESNZ, and the decision falls to be made under s104 of the PA2008, the SoSESNZ should note that I consider the Proposed Development is in accordance with the 2021 versions of dNPS EN-1, dNPS EN-3 and dNPS EN-5 in all material respects. The SoS will, however, need to satisfy themselves that the Proposed Development would continue to accord with any alterations made to the dNPS prior to designation. The normal rules in respect of consultation will apply.

10.1.11. The SoS may therefore wish to consider the position on the dNPSs before deciding the application and seek the views of IPs on any material changes to the 2021 versions.



## **RECOMMENDATION**

- 10.1.12. For all of the above reasons, and having had regard to the LIRs produced by BDC, CCC and ECC as well as my findings and conclusions on important and relevant matters set out in this report, I conclude that the case for the development has been made and that development consent should be granted through a DCO as recommended in paragraph 9.7.3 above and in the form set out in Appendix C.

## **APPENDIX A: EXAMINATION LIBRARY**

# **Longfield Solar Farm Examination Library**

**Updated – 19/01/2023**

This Examination Library relates to the **Longfield Solar Farm** application. The library lists each document that has been submitted to the examination by any party and documents that have been issued by the Planning Inspectorate. All documents listed have been published to the National Infrastructure's Planning website and a hyperlink is provided for each document. A unique reference is given to each document; these references will be used within the Report on the Implications for European Sites and will be used in the Examining Authority's Recommendation Report. The documents within the library are categorised either by document type or by the deadline to which they are submitted.

Please note the following:

- This is a working document and will be updated periodically as the examination progresses.
- Advice under Section 51 of the Planning Act 2008 that has been issued by the Inspectorate, is published to the National Infrastructure Website but is not included within the Examination Library as such advice is not an examination document.
- This document contains references to documents from the point the application was submitted.
- The order of documents within each sub-section is either chronological, numerical, or alphabetical and confers no priority or higher status on those that have been listed first.

**EN010118 – Longfield Solar Farm****Examination Library - Index**

<b>Category</b>	<b>Reference</b>
<a href="#">Application Documents</a>  As submitted and amended version received before the PM. Any amended version received during the Examination stage to be saved under the Deadline received	APP-xxx
<a href="#">Adequacy of Consultation responses</a>	AoC-xxx
<a href="#">Relevant Representations</a>	RR-xxx
<a href="#">Procedural Decisions and Notifications from the Examining Authority</a>  Includes Examining Authority's questions, s55, and post acceptance s51	PD-xxx
<a href="#">Additional Submissions</a>  Includes anything accepted at the Preliminary Meeting and correspondence that is either relevant to a procedural decision or contains factual information pertaining to the examination including responses to Rule 6 and Rule 8 letters	AS-xxx
<a href="#">Events and Hearings</a>  Includes agendas for hearings and site inspections, audio recordings, responses to notifications and applicant's hearing notices	EV-xxx
<b><a href="#">Representations – by Deadline</a></b>	
<a href="#">Procedural Deadline A:</a>	PDA-xxx
<a href="#">Deadline 1a:</a>  Deadline for receipt by the ExA of:	REP1a-xxx

<ul style="list-style-type: none"> <li>- Applicant's comments on Relevant Representations (RRs)</li> </ul>	
<p><a href="#">Deadline 1B:</a></p> <p>Deadline for receipt by the ExA of:</p> <ul style="list-style-type: none"> <li>- Local Impact Reports (LIRs) from Local Authorities</li> <li>- Responses to ExQ1</li> <li>- IP comments on RRs (if any)</li> <li>- Written Representations (WRs)</li> <li>- Requests from IPs to speak at an Open Floor Hearing</li> <li>- Requests from APs to speak to a Compulsory Acquisition Hearing</li> <li>- Requests from IPs to speak at an Issue Specific Hearing</li> <li>- Notification by Statutory Parties of their wish to be considered an IP by the ExA</li> <li>- Notification of wish to have future correspondence received electronically</li> <li>- Submission by the Applicant, IPs and APs of suggested locations for the ExA to include in any Site Inspection, including the reason for nomination and issues to be observed, information about whether the location can be accessed using public rights of way or what access arrangements would need to be made</li> <li>- Statements of Common Ground (SoCG) requested by the ExA</li> <li>- Statement of Commonality of SoCG</li> <li>- The Compulsory Acquisition (CA) Schedule</li> <li>- Navigation Document/Guide to the application</li> <li>- Any further information requested by the ExA under Rule 17 of The Infrastructure Planning (Examination Procedure) Rules 2010</li> </ul>	<p>REP1b-xxx</p>
<p><a href="#">Deadline 2:</a></p> <p>For receipt by the ExA of:</p> <ul style="list-style-type: none"> <li>- Comments on submissions received for Deadline 1A and Deadline 1B</li> <li>- Comments on the responses to ExQ1</li> <li>- An updated version of the draft Development Consent Order (dDCO) in clean and tracked versions</li> <li>- Schedule of changes to the dDCO</li> </ul>	<p>REP2-xxx</p>

<ul style="list-style-type: none"> <li>- An updated CA Schedule in clean and tracked versions</li> <li>- Updated SoCG requested by the ExA</li> <li>- Statement of Commonality of SoCG</li> <li>- Comments on LIRs</li> <li>- Navigation Document/Guide to the application</li> <li>- Any further information requested by the ExA</li> </ul>	
<p><a href="#">Deadline 3:</a></p> <p>For receipt by the ExA of:</p> <ul style="list-style-type: none"> <li>- Comments on submissions received for Deadline 2</li> <li>- Written summaries of oral submissions made at Hearings held during the w/c 26 September</li> <li>- Updated SoCG requested by the ExA</li> <li>- Statement of Commonality of SoCG</li> <li>- An updated version of the dDCO in clean and tracked versions</li> <li>- Schedule of changes to the dDCO</li> <li>- An updated CA Schedule in clean and tracked versions</li> <li>- Navigation Document/Guide to the application</li> <li>- Any further information requested by ExA</li> </ul>	REP3-xxx
<p><a href="#">Deadline 4:</a></p> <p>For receipt by the ExA of:</p> <ul style="list-style-type: none"> <li>- Comments on submissions received for Deadline 3</li> <li>- Responses to ExQ2 (if issued)</li> <li>- Updated SoCG requested by the ExA</li> <li>- Statement of Commonality of SoCG</li> <li>- An updated version of the dDCO in clean and tracked versions</li> <li>- Schedule of changes to the dDCO</li> <li>- An updated CA Schedule in clean and tracked versions</li> <li>- Navigation Document/Guide to the application</li> <li>- Any further information requested by ExA</li> </ul>	REP4-xxx

<p><a href="#">Deadline 5:</a></p> <p>For receipt by the ExA of:</p> <ul style="list-style-type: none"> <li>- Comments on submissions received for Deadline 4</li> <li>- Written summaries of oral submissions made at Hearings during w/c14 November 2022</li> <li>- Updated SoCG requested by the ExA</li> <li>- Statement of Commonality of SoCG</li> <li>- Comments on Responses to ExQ2</li> <li>- An updated version of the dDCO in clean and tracked versions</li> <li>- Schedule of changes to the dDCO</li> <li>- An updated CA Schedule in clean and tracked versions</li> <li>- Navigation Document/Guide to the application</li> <li>- Any further information requested by ExA</li> </ul>	<p>REP5-xxx</p>
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<p><a href="#">Deadline 7:</a></p> <p>For receipt by the ExA of:</p> <ul style="list-style-type: none"> <li>- Comments on submissions received for Deadline 6</li> <li>- Comments on Responses to ExQ3</li> <li>- Responses on comments on the RIES</li> <li>- Final dDCO to be submitted by the Applicant in the SI template with the SI template validation report</li> <li>- Final updated Book of Reference (BoR) and schedule of changes to BoR</li> <li>- Final SoCG</li> <li>- Final Statement of Commonality of SoCG</li> <li>- List of matters not agreed where SoCG could not be finalised</li> <li>- Final CA Schedule</li> <li>- Final signed and dated section 106 Agreement/Unilateral Undertaking</li> <li>- Final Navigation Document/Guide to the application</li> <li>- Any further information requested by ExA</li> </ul>	<p>REP7-xxx</p>
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<p><a href="#">Other Documents</a></p> <p>Includes s127/131/138 information, s56, s58 and s59 certificates, and transboundary documents</p>	<p>OD-xxx</p>



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APP-183	<a href="#">Longfield Solar Energy Farm Limited</a> 6.3 Environmental Statement - Figure 10-13 Type 3 Visualisations 4 of 5
APP-184	<a href="#">Longfield Solar Energy Farm Limited</a> 6.3 Environmental Statement - Figure 10-13 Type 3 Visualisations 5 of 5
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APP-199	<a href="#">Longfield Solar Energy Farm Limited</a> 6.4 Non-Technical Summary
APP-200	<a href="#">Longfield Solar Energy Farm Limited</a> 6.5 Biodiversity Net Gain Report
APP-201	<a href="#">Longfield Solar Energy Farm Limited</a> 6.6 Mitigation Schedule
APP-202	<a href="#">Longfield Solar Energy Farm Limited</a> 6.7 Habitats Regulations Assessment
APP-203	<a href="#">Longfield Solar Energy Farm Limited</a> 7.1 Statement of Need
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APP-205	<a href="#">Longfield Solar Energy Farm Limited</a> 7.3 Design Statement
APP-206	<a href="#">Longfield Solar Energy Farm Limited</a> 7.3.A Design Principles
APP-207	<a href="#">Longfield Solar Energy Farm Limited</a> 7.3.B Biodiversity Design
APP-208	<a href="#">Longfield Solar Energy Farm Limited</a> 7.4 Grid Connection Statement
APP-209	<a href="#">Longfield Solar Energy Farm Limited</a> 7.5 Statutory Nuisance Statement
APP-210	<a href="#">Longfield Solar Energy Farm Limited</a> 7.6 Outline Battery safety management plan (BSMP)
APP-211	<a href="#">Longfield Solar Energy Farm Limited</a> 7.7 Mineral Safeguarding Assessment
APP-212	<a href="#">Longfield Solar Energy Farm Limited</a> 7.8 Mineral Infrastructure Impact Assessment
APP-213	<a href="#">Longfield Solar Energy Farm Limited</a> 7.9 Waste Infrastructure Impact Assessment
APP-214	<a href="#">Longfield Solar Energy Farm Limited</a> 7.10 Outline Construction Environmental Management Plan
APP-215	<a href="#">Longfield Solar Energy Farm Limited</a> 7.11 Outline Operational Environmental Management Plan (OEMP)
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APP-217	<a href="#">Longfield Solar Energy Farm Limited</a> 7.13 Outline Landscape and Ecology Management Plan (LEMP)
APP-218	<a href="#">Longfield Solar Energy Farm Limited</a> 7.14 Permissive Paths Plan
<b>Adequacy of Consultation Responses</b>	
AoC-001	<a href="#">Babergh and Mid Suffolk District Council</a> Adequacy of Consultation Representation
AoC-002	<a href="#">Braintree District Council</a> Adequacy of Consultation Representation
AoC-003	<a href="#">Brentwood Borough Council</a> Adequacy of Consultation Representation
AoC-004	<a href="#">Cambridgeshire County Council</a> Adequacy of Consultation Representation
AoC-005	<a href="#">Chelmsford City Council</a> Adequacy of Consultation Representation
AoC-006	<a href="#">Colchester Borough Council</a> Adequacy of Consultation Representation
AoC-007	<a href="#">Essex County Council</a> Adequacy of Consultation Representation
AoC-008	<a href="#">London Borough of Redbridge</a>

	Adequacy of Consultation Representation
AoC-009	<a href="#">Rochford District Council</a> Adequacy of Consultation Representation
AoC-010	<a href="#">Southend-on-Sea Borough Council</a> Adequacy of Consultation Representation
<b>Relevant Representations</b>	
RR-001	<a href="#">Addleshaw Goddard LLP on behalf of Network Rail Infrastructure Limited</a>
RR-002	<a href="#">Alan Swash</a>
RR-003	<a href="#">Andrew Graeme Raybould</a>
RR-004	<a href="#">Angharad Wynne-Golledge</a>
RR-005	<a href="#">Angie Garrard</a>
RR-006	<a href="#">Ann Jones</a>
RR-007	<a href="#">Anthony David Chambers</a>
RR-008	<a href="#">Arthur Hendry</a>
RR-009	<a href="#">Boreham Conservation Society</a>
RR-010	<a href="#">Boreham Parish Council</a>
RR-011	<a href="#">Braintree District Council</a>
RR-012	<a href="#">Brian William Newland</a>
RR-013	<a href="#">British Transport Police</a>
RR-014	<a href="#">Campaign to Protect Rural England - Essex</a>
RR-015	<a href="#">Catherine Gaywood</a>
RR-016	<a href="#">Charles Henry Martin</a>
RR-017	<a href="#">Chelmsford City Council</a>
RR-018	<a href="#">Chris Williams</a>
RR-019	<a href="#">Church Fields Allotment Association</a>
RR-020	<a href="#">Colin Cutler</a>
RR-021	<a href="#">Community Planning Alliance</a>
RR-022	<a href="#">David Arthur Kelly</a>
RR-023	<a href="#">David Bull</a>
RR-024	<a href="#">David John Belsham</a>
RR-025	<a href="#">Deborah Brown</a>
RR-026	<a href="#">Debra Guppy</a>
RR-027	<a href="#">Dennis Watts</a>
RR-028	<a href="#">Dr Anne Possamai</a>
RR-029	<a href="#">DWD LLP on behalf of Countryside Zest Beaulieu Park LLP</a>
RR-030	<a href="#">Edward Bennett</a>
RR-031	<a href="#">Edward Hugo Baldock</a>
RR-032	<a href="#">Environment Agency</a>
RR-033	<a href="#">Essex Area Ramblers</a>
RR-034	<a href="#">Essex Bridleways Association</a>
RR-035	<a href="#">Essex County Council</a>
RR-036	<a href="#">Essex County Fire and Rescue Service</a>
RR-037	<a href="#">Essex Local Access Forum ELAF</a>
RR-038	<a href="#">Heather Diane Cutler</a>
RR-039	<a href="#">Helen Drury</a>

RR-040	<a href="#">Historic England</a>
RR-041	<a href="#">J Halfhide</a>
RR-042	<a href="#">Jackie Gregory</a>
RR-043	<a href="#">Jacobs on behalf of National Highways</a>
RR-044	<a href="#">James Curtis</a>
RR-045	<a href="#">James Michael Charles Raven</a>
RR-046	<a href="#">Jeff Rice</a>
RR-047	<a href="#">Karen Mallottides</a>
RR-048	<a href="#">Keith Richardson</a>
RR-049	<a href="#">Laurie Wood Associates</a>
RR-050	<a href="#">Linda Teresa Reed</a>
RR-051	<a href="#">Lisa Curtis</a>
RR-052	<a href="#">Little Waltham Parish Council</a>
RR-053	<a href="#">Louisa-Jane Sime</a>
RR-054	<a href="#">Margaret Morley</a>
RR-055	<a href="#">Mark Richard Button</a>
RR-056	<a href="#">Matthew Lewen Tugwell</a>
RR-057	<a href="#">Merlin Wynne-Golledge</a>
RR-058	<a href="#">Mr Douglas Golledge</a>
RR-059	<a href="#">Mr John McKenna on behalf of Mr Frederick George Bentley</a>
RR-060	<a href="#">Mr Nigel Richard Brown</a>
RR-061	<a href="#">Mr R. Golledge</a>
RR-062	<a href="#">Mrs Marianne Golledge</a>
RR-063	<a href="#">Mrs Sheila Gauden</a>
RR-064	<a href="#">Mrs Sue Webb</a>
RR-065	<a href="#">Ms M. Golledge</a>
RR-066	<a href="#">National Grid</a>
RR-067	<a href="#">National Highways</a>
RR-068	<a href="#">Natural England</a>
RR-069	<a href="#">Neil Leigh-Collyer</a>
RR-070	<a href="#">Nicholas John Whiteley</a>
RR-071	<a href="#">Nigel Barnes</a>
RR-072	<a href="#">Nina Worley</a>
RR-073	<a href="#">No To Longfield campaign</a>
RR-074	<a href="#">Paul Guppy</a>
RR-075	<a href="#">Paul Harrison</a>
RR-076	<a href="#">Paul Possamai</a>
RR-077	<a href="#">Pauline Leigh-Collyer</a>
RR-078	<a href="#">Penelope Jane Rickards</a>
RR-079	<a href="#">Peter Lawson</a>
RR-080	<a href="#">Prof. Mike Alder</a>
RR-081	<a href="#">Ramblers-Essex Area - Braintree District Footpath Secretary</a>
RR-082	<a href="#">Rita Watts</a>
RR-083	<a href="#">Roberta Mary Rance</a>
RR-084	<a href="#">Robin Dixon</a>
RR-085	<a href="#">Ruth Kelly</a>
RR-086	<a href="#">Samantha Hall</a>
RR-087	<a href="#">Sarah Anne Raybould</a>
RR-088	<a href="#">Scarlet Stapleton</a>
RR-089	<a href="#">Sheila Mary Alder</a>

RR-090	<a href="#">Solar Campaign Alliance</a>
RR-091	<a href="#">Steven Silvester</a>
RR-092	<a href="#">Susan Lesley Richardson</a>
RR-093	<a href="#">Terling and Fairstead Parish Council</a>
RR-094	<a href="#">Terling CE Primary School</a>
RR-095	<a href="#">The Riley Family on behalf of Riley</a>
RR-096	<a href="#">Timothy David Hancock</a>
RR-097	<a href="#">Timothy Young</a>
RR-098	<a href="#">Toby Golledge</a>
RR-099	<a href="#">Tracie Harvey</a>
RR-100	<a href="#">Tritton Farming Partnership LLP</a>
RR-101	<a href="#">UK Health Security Agency</a>
RR-102	<a href="#">Vincent Fruchard</a>
RR-103	<a href="#">William George Kyle</a>
RR-104	<a href="#">William Harvey</a>
<b>Procedural Decisions and Notifications from the Examining Authority</b>	
PD-001	<a href="#">Notification of Decision to Accept Application</a>
PD-002	<a href="#">Section 55 Checklist</a>
PD-003	<a href="#">Notice of Appointment of Examining Authority</a>
PD-004	<a href="#">Rules 4, 6 and 13 - Appointment of the Examining Authority and invitation to the Preliminary Meeting</a>
PD-005	<a href="#">Preliminary Meeting Note</a>
PD-006	<a href="#">Rule 8 – Notification of timetable for the Examination</a>
PD-007	<a href="#">The Examining Authority’s Written Questions and Requests for Information (ExQ1)</a>
PD-008	<a href="#">Rule 13 - Notification of Hearings - September 2022</a>
PD-009	<a href="#">The Examining Authority’s Further Written Questions and Requests for Information (ExQ2)</a>
PD-010	<a href="#">Notification of Accompanied Site Inspection - 6 December 2022</a>
PD-011	<a href="#">Rule 17 - Request for further information</a>
PD-012	<a href="#">The Examining Authority’s Additional Written Questions and Requests for Information (ExQ3)</a>
PD-013	<a href="#">Rule 17 - Request for further information</a>
PD-014	<a href="#">Rule 17 - Request for further information</a>
PD-015	<a href="#">Rule 17 - Request for further information</a>
PD-016	<a href="#">Section 99 - Notification of completion of the Examining Authority’s Examination</a>

<b>Additional Submissions</b>	
AS-001	<a href="#">East of England Ambulance Trust</a> Additional Submission - Accepted at the discretion of the Examining Authority
AS-002	<a href="#">Gary Clayton</a> Additional Submission accepted at the discretion of the Examining Authority
AS-003	<a href="#">David Kelly</a> Additional Submission accepted at the discretion of the Examining Authority
AS-004	<a href="#">Mr and Mrs Harvey</a> Additional Submission accepted at the discretion of the Examining Authority
<b>Events and Hearings</b>	
<b>Preliminary Meeting – 18 July 2022</b>	
EV-001	<a href="#">Recording of Preliminary Meeting – 18 July 2022</a>
EV-002	<a href="#">Preliminary Meeting - Transcript - 18 July 2022</a> This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event.
<b>Accompanied Site Visits and Hearings</b>	
EV-003	<a href="#">Agenda for Issue Specific Hearing 1 (ISH1) on the Draft Development Consent Order and Issue Specific Hearing 2 (ISH2) on Environmental Matters</a>
EV-004	<a href="#">Agenda for Compulsory Acquisition Hearing 1 (CAH1) - Wednesday 28 September 2022</a>
EV-005	<a href="#">Agenda for Open Floor Hearing - Friday 30 September 2022</a>
<b>Issue Specific Hearing 1 (ISH1) – 27 September 2022</b>	
EV-006	<a href="#">Recording of Issue Specific Hearing 1 (ISH1) on the draft Development Consent Order (dDCO) – Session 1 – 27 September 2022</a>



EV-007	<a href="#">Recording of Issue Specific Hearing 1 (ISH1) on the draft Development Consent Order (dDCO) – Session 2 – 27 September 2022</a>
EV-008	<a href="#">Issue Specific Hearing 1 (ISH1) on the draft Development Consent Order (dDCO) – Session 1 - Transcript - 27 September 2022</a> This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event.
EV-009	<a href="#">Issue Specific Hearing 1 (ISH1) on the draft Development Consent Order (dDCO) - Session 2 - Transcript - 27 September 2022</a> This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event.
<b>Compulsory Acquisition Hearing 1 (CAH1) – 28 September 2022</b>	
EV-010	<a href="#">Recording of Compulsory Acquisition Hearing 1 (CAH1) – 28 September 2022</a>
EV-011	<a href="#">Recording of Compulsory Acquisition Hearing 1 (CAH1) - Transcript - 28 September 2022</a> (PDF, 193 KB) This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event.
<b>Issue Specific Hearing 2 (ISH2) – 29 September 2022</b>	
EV-012	<a href="#">Recording of Issue Specific Hearing 2 (ISH2) on Environmental Matters – Session 1 – 29 September 2022</a>
EV-013	<a href="#">Recording of Issue Specific Hearing 2 (ISH2) on Environmental Matters – Session 2 – 29 September 2022</a>
EV-014	<a href="#">Recording of Issue Specific Hearing 2 (ISH2) on Environmental Matters – Session 3 – 29 September 2022</a>
EV-015	<a href="#">Issue Specific Hearing 2 (ISH2) on Environmental Matters - Session 1 - Transcript 29 September 2022</a> This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event.
EV-016	<a href="#">Issue Specific Hearing 2 (ISH2) on Environmental Matters - Session 2 - Transcript 29 September 2022</a>

	This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event.
EV-017	<a href="#">Issue Specific Hearing 2 (ISH2) on Environmental Matters - Session 3 - Transcript 29 September 2022</a> This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event.
<b>Open Floor Hearing 1 (OFH1) – 30 September 2022</b>	
EV-018	<a href="#">Recording of Open Floor Hearing 1 (OFH1)– 30 September 2022</a>
EV-019	<a href="#">Recording of Open Floor Hearing 1 (OFH1) - Transcript - 30 September 2022</a> This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event.
<b>Accompanied Site Inspection – 6 December 2022</b>	
EV-020	<a href="#">Accompanied Site Inspection itinerary - Tuesday 6 December 2022</a>
<b>Unaccompanied Site Inspection – 5, 6 and 7 December 2022</b>	
EV-021	<a href="#">Note of Unaccompanied Site Inspection of Monday 5 December, Tuesday 6 December and Wednesday 7 December 2022</a>
<b>Representations</b>	
<b>Procedural Deadline A – 4 July 2022</b>	
Deadline for receipt by the ExA of: <ul style="list-style-type: none"> <li>• Written submissions on the Examination Procedure, including any submissions about the use of virtual methods</li> <li>• Requests to be heard orally at the Preliminary Meeting</li> </ul>	
PDA-001	<a href="#">Longfield Solar Energy Farm Limited</a> Procedural Deadline A Submission

PDA-002	<a href="#">Alexis Coleman, Pinsent Masons LLP on behalf of Longfield Solar Energy Farm Limited</a> Procedural Deadline A Submission - Requests to be heard orally at the Preliminary Meeting
PDA-003	<a href="#">Braintree District Council</a> Procedural Deadline A Submission - Written submissions on the Examination Procedure, including any submissions about the use of virtual methods
PDA-004	<a href="#">Carly Vince on behalf of EDF Energy</a> Procedural Deadline A Submission - Requests to be heard orally at the Preliminary Meeting
PDA-005	<a href="#">Chelmsford City Council</a> Procedural Deadline A Submission - Requests to be heard orally at the Preliminary Meeting
PDA-006	<a href="#">East of England Ambulance Service NHS Trust</a> Procedural Deadline A Submission
PDA-007	<a href="#">Essex Area Ramblers</a> Procedural Deadline A Submission - Requests to be heard orally at the Preliminary Meeting - Agenda Item 3: Annex C
PDA-008	<a href="#">Essex Area Ramblers</a> Procedural Deadline A Submission - Requests to be heard orally at the Preliminary Meeting - Agenda Item 5
PDA-009	<a href="#">Essex County Council</a> Procedural Deadline A Submission
PDA-010	<a href="#">Matthew Bussey on behalf of Pershing Consultants</a> Procedural Deadline A Submission - Requests to be heard orally at the Preliminary Meeting
PDA-011	<a href="#">Mike Alder</a> Procedural Deadline A Submission
PDA-012	<a href="#">Ministry of Defence (MOD)</a> Procedural Deadline A Submission
PDA-013	<a href="#">Richard Griffiths Pinsent Masons LLP on behalf of Longfield Solar Energy Farm Limited</a> Procedural Deadline A Submission - Requests to be heard orally at the Preliminary Meeting
<b>Deadline 1a – 4 August 2022</b>	
Deadline for receipt by the ExA of: - Applicant's comments on Relevant Representations (RRs)	
REP1a-001	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1A Submission - Cover Letter
REP1a-002	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1A Submission - Applicant's Responses to Relevant Representations
REP1a-003	<a href="#">Tracie Harvey</a> Deadline 1A Submission - Applicant's comments on Relevant Representations (RRs)
REP1a-004	<a href="#">Prof. Mike Alder</a>

	Deadline 1A Submission - Biodiversity Ecology and Natural Environment
REP1a-005	<a href="#">Prof. Mike Alder</a> Deadline 1A Submission - Biodiversity net gain
REP1a-006	<a href="#">Prof. Mike Alder</a> Deadline 1A Submission - Biodiversity and Solar Farms
REP1a-007	<a href="#">Prof. Mike Alder</a> Deadline 1A Submission - Agricultural land classification (ALC) for Longfield Solar Farm
REP1a-008	<a href="#">Prof. Mike Alder</a> Deadline 1A Submission - Land Use, Agriculture and Social Economy
REP1a-009	<a href="#">Prof. Mike Alder</a> Deadline 1A Submission - Land Use, Agriculture and Social Economy
REP1a-010	<a href="#">Prof. Mike Alder</a> Deadline 1A Submission - Landscape, Noise, Battery Safety
<b>Deadline 1b – 18 August 2022</b>	
<p>Deadline for receipt by the ExA of:</p> <ul style="list-style-type: none"> <li>- Local Impact Reports (LIRs) from Local Authorities</li> <li>- Responses to ExQ1</li> <li>- IP comments on RRs (if any)</li> <li>- Written Representations (WRs)</li> <li>- Requests from IPs to speak at an Open Floor Hearing</li> <li>- Requests from APs to speak to a Compulsory Acquisition Hearing</li> <li>- Requests from IPs to speak at an Issue Specific Hearing</li> <li>- Notification by Statutory Parties of their wish to be considered an IP by the ExA</li> <li>- Notification of wish to have future correspondence received electronically</li> <li>- Submission by the Applicant, IPs and APs of suggested locations for the ExA to include in any Site Inspection, including the reason for nomination and issues to be observed, information about whether the location can be accessed using public rights of way or what access arrangements would need to be made</li> <li>- Statements of Common Ground (SoCG) requested by the ExA</li> <li>- Statement of Commonality of SoCG</li> <li>- The Compulsory Acquisition (CA) Schedule</li> <li>- Navigation Document/Guide to the application</li> <li>- Any further information requested by the ExA under Rule 17 of The Infrastructure Planning (Examination Procedure) Rules 2010</li> </ul>	
REP1b-001	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - Cover letter
REP1b-002	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 1.2 Guide to the Application
REP1b-003	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 3.1 Draft Development Consent Order (DCO) (Clean) - Revision: 02
REP1b-004	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 3.1 Draft Development Consent Order (DCO) (Tracked) - Revision: 02
REP1b-005	<a href="#">Longfield Solar Energy Farm Limited</a>

	Deadline 1B Submission - 3.2 Explanatory Memorandum (Clean) - Revision: 02
REP1b-006	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 3.2 Explanatory Memorandum (Tracked) - Revision: 02
REP1b-007	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 5.1 Consultation Report (Clean) - Revision: 02
REP1b-008	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 5.1 Consultation Report (Tracked) - Revision: 02
REP1b-009	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 5.6 Consultation Report Appendices - Appendices E1-E2 (Clean) - Revision: 02
REP1b-010	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 5.6 Consultation Report Appendices - Appendices E1-E2 (Tracked) - Revision: 02
REP1b-011	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 6.1 Environmental Statement - Chapter 2 - The Scheme (Clean) - Revision: 02
REP1b-012	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 6.1 Environmental Statement - Chapter 2 - The Scheme (Tracked) - Revision: 02
REP1b-013	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 6.1 Environmental Statement - Chapter 7 - Cultural Heritage (Clean) - Revision: 02
REP1b-014	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 6.1 Environmental Statement - Chapter 7 - Cultural Heritage (Tracked) - Revision: 02
REP1b-015	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 6.1 Environmental Statement - Chapter 10 - Landscape and Visual Amenity (Clean) - Revision: 02
REP1b-016	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 6.1 Environmental Statement - Chapter 10 - Landscape and Visual Amenity (Tracked) - Revision: 02
REP1b-017	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - Environmental Statement - Vegetation Removal Plan
REP1b-018	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - Environmental Statement - Construction Transport and Access Plan
REP1b-019	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 6.2 Appendix 9A: Flood Risk Assessment (Clean) - Revision 02
REP1b-020	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 6.2 Appendix 9A: Flood Risk Assessment (Tracked) - Revision 02
REP1b-021	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 6.2 Appendix 9A: Flood Risk Assessment Annexes
REP1b-022	<a href="#">Longfield Solar Energy Farm Limited</a>

	Deadline 1B Submission - 6.2 Appendix 10F: Visual Assessment (Clean) - Revision: 02
REP1b-023	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 6.2 Appendix 10F: Visual Assessment (Tracked) - Revision: 02
REP1b-024	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 6.2 Appendix 13B: Framework Construction Traffic Management Plan (Clean) - Revision: 02
REP1b-025	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 6.2 Appendix 13B: Framework Construction Traffic Management Plan (Tracked) - Revision: 02
REP1b-026	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B submission - 6.6 Mitigation Schedule (Clean) - Revision: 02
REP1b-027	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B submission - 6.6 Mitigation Schedule (Tracked) - Revision: 02
REP1b-028	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 7.2 Planning Statement (Clean) - Revision: 02
REP1b-029	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 7.2 Planning Statement (Tracked) - Revision: 02
REP1b-030	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 7.3 Outline Design Principles (Clean) - Revision: 02
REP1b-031	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 7.3 Outline Design Principles (Tracked) - Revision: 02
REP1b-032	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 7.8 Mineral Infrastructure Impact Assessment (Clean) - Revision: 02
REP1b-033	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 7.8 Mineral Infrastructure Impact Assessment (Tracked) - Revision: 02
REP1b-034	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 7.10 Outline Construction Environmental Management Plan (Clean) - Revision: 02
REP1b-035	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 7.10 Outline Construction Environmental Management Plan (Tracked) - Revision: 02
REP1b-036	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 7.11 Outline Operational Environmental Management Plan (Clean) - Revision: 02
REP1b-037	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 7.11 Outline Operational Environmental Management Plan (Tracked) - Revision: 02
REP1b-038	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 7.12 Decommissioning Strategy (Clean) - Revision: 02
REP1b-039	<a href="#">Longfield Solar Energy Farm Limited</a>

	Deadline 1B Submission - 7.12 Decommissioning Strategy (Tracked) - Revision: 02
REP1b-040	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 7.13 Outline Landscape and Ecology Management Plan (Clean) - Revision: 02
REP1b-041	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 7.13 Outline Landscape and Ecology Management Plan (Tracked) - Revision: 02
REP1b-042	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 8.2 Applicant Response to ExA Round 1 Written Questions
REP1b-043	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 8.4 Statements of Common Ground (SoCG) with National Grid Electricity Transmission (NGET) - Revision: 01
REP1b-044	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 8.4 Statement of Common Ground (SoCG) with Essex Fire & Rescue Service - Revision: 01
REP1b-045	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 8.4 Statement of Common Ground (SoCG) with National Grid Electricity Services Operator
REP1b-046	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 8.4 Statement of Common Ground (SoCG) with UK Health Security Agency (Department of Health and Social Care / Office for Health Improvement and Disparities)
REP1b-047	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 8.4 Statement of Common Ground (SoCG) with East of England Ambulance Service Trust
REP1b-048	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 8.4 Statement of Common Ground (SoCG) with Environment Agency
REP1b-049	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 8.4 Statement of Common Ground (SoCG) with Historic England
REP1b-050	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 8.4 Statement of Common Ground (SoCG) with Essex County Council, Braintree District Council and Chelmsford District Council (Host Authorities)
REP1b-051	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 8.4 Statement of Common Ground (SoCG) with National Highways
REP1b-052	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 8.4 Statement of Common Ground (SoCG) with Network Rail
REP1b-053	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 8.5 Statement of Commonality
REP1b-054	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 8.6 Compulsory Acquisition Schedule
REP1b-055	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 8.7 Cable Route and Substation Ecology Survey - Revision: 01

REP1b-056	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - 8.8 Wheeler's Hill and Cranham Road Ecology Survey - Revision: 01
REP1b-057	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - Accompanied Site Inspection Proposed Itinerary
REP1b-058	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 1B Submission - Requests from IPs to speak at an Issue Specific Hearing
REP1b-059	<a href="#">Braintree District Council</a> Deadline 1B Submission - Local Impact Report
REP1b-060	<a href="#">Braintree District Council</a> Deadline 1B Submission - Longfield Solar Farm Draft position statement on Landscape and Visual Impact
REP1b-061	<a href="#">Braintree District Council</a> Deadline 1B Submission - Responses to ExQ1
REP1b-062	<a href="#">Chelmsford City Council</a> Deadline 1B Submission - Cover Letter
REP1b-063	<a href="#">Chelmsford City Council</a> Deadline 1B Submission - Local Impact Report
REP1b-064	<a href="#">Chelmsford City Council</a> Deadline 1B Submission - Responses to ExQ1
REP1b-065	<a href="#">Chelmsford City Council</a> Deadline 1B Submission - Longfield Solar Farm Draft position statement on Landscape and Visual Impact
REP1b-066	<a href="#">Essex County Council</a> Deadline 1B Submission - Cover Letter
REP1b-067	<a href="#">Essex County Council</a> Deadline 1B Submission - Local Impact Report
REP1b-068	<a href="#">Essex County Council</a> Deadline 1B Submission - Responses to ExQ1
REP1b-069	<a href="#">Addleshaw Goddard LLP on behalf of Network Rail Infrastructure Limited</a> Deadline 1B Submission - Response to ExQ1
REP1b-070	<a href="#">Addleshaw Goddard LLP on behalf of Network Rail Infrastructure Limited</a> Deadline 1B Submission - Written Representations (WRs)
REP1b-071	<a href="#">Alison &amp; Paul Harrison</a> Deadline 1B Submission - Written Representations (WRs)
REP1b-072	<a href="#">BNP Paribas Real Estate on behalf of Royal Mail Group Limited</a> Deadline 1B Submission - Written Representations (WRs)
REP1b-073	<a href="#">Boreham Conservation Society</a> Deadline 1B Submission - Requests from IPs to speak at an Issue Specific Hearing
REP1b-074	<a href="#">Boreham Conservation Society</a> Deadline 1B Submission - Responses to ExQ1
REP1b-075	<a href="#">Campaign to Protect Rural England (CPRE) Essex</a> Deadline 1B Submission - Written Representations (WRs)
REP1b-076	<a href="#">Catherine Gaywood</a> Deadline 1B Submission - Written Representations (WRs)



REP1b-077	<a href="#">Chris Williams</a> Deadline 1B Submission - Written Representations (WRs)
REP1b-078	<a href="#">Countryside Zest (Beaulieu Park) LLP</a> Deadline 1B Submission - Written Representations (WRs)
REP1b-079	<a href="#">David Kelly</a> Deadline 1B Submission - Written Representations (WRs)
REP1b-080	<a href="#">Dr Anne Possamai</a> Deadline 1B Submission - Comments on Relevant Representations
REP1b-081	<a href="#">Edward Bennett</a> Deadline 1B Submission - Written Representations (WRs)
REP1b-082	<a href="#">Environment Agency</a> Deadline 1B Submission - Responses to ExQ1
REP1b-083	<a href="#">Environment Agency</a> Deadline 1B Submission - Written Representations (WRs)
REP1b-084	<a href="#">Essex Area Ramblers</a> Deadline 1B Submission - Written Representations (WRs)
REP1b-085	<a href="#">Essex Bridleways Association</a> Deadline 1B Submission - Written Representations (WRs)
REP1b-086	<a href="#">Essex Local Access Forum</a> Deadline 1B Submission - Written Representations (WRs)
REP1b-087	<a href="#">John McKenna on behalf of Frederick Bentley</a> Deadline 1B Submission - Written Representations (WRs)
REP1b-088	<a href="#">Helen Drury</a> Deadline 1B Submission - Written Representations (WRs)
REP1b-089	<a href="#">Historic England</a> Deadline 1B Submission - Written Representations (WRs)
REP1b-090	<a href="#">Linda Reed</a> Deadline 1B Submission - Comments on Relevant Representations
REP1b-091	<a href="#">Little Waltham Parish Council</a> Deadline 1B Submission - Written Representations (WRs)
REP1b-092	<a href="#">National Grid Electricity Transmission PLC</a> Deadline 1B Submission - Written Representations (WRs)
REP1b-093	<a href="#">National Highways</a> Deadline 1B Submission - Responses to ExQ1
REP1b-094	<a href="#">National Highways</a> Deadline 1B Submission - Written Representations (WRs)
REP1b-095	<a href="#">Natural England</a> Deadline 1B Submission - Written Representations (WRs) and answers to the ExQ1
REP1b-096	<a href="#">Paul Harrison</a> Deadline 1B Submission - Written Representations (WRs)
REP1b-097	<a href="#">Paul Possamai</a> Deadline 1B Submission - Comments on Relevant Representations
REP1b-098	<a href="#">Prof. Mike Alder</a> Deadline 1B Submission - Requests from IPs to speak at an Issue Specific Hearing
REP1b-099	<a href="#">Prof. Mike Alder</a> Deadline 1B Submission - Responses to ExQ1
REP1b-100	<a href="#">Roberta Rance</a> Deadline 1B Submission - Comments on Relevant Representations
REP1b-101	<b>REFERENCE NOT IN USE</b>

REP1b-102	<a href="#">Robin Dixon</a> Deadline 1B Submission - Comments on Relevant Representations
REP1b-103	<a href="#">Ruth Kelly</a> Deadline 1B Submission - Written Representations (WRs)
REP1b-104	<a href="#">Solar Campaign Alliance (SCA)</a> Deadline 1B Submission - Written Representations (WRs)
REP1b-105	<a href="#">Terling and Fairstead Parish Council</a> Deadline 1B Submission - Comments on Relevant Representations
REP1b-106	<a href="#">Tracie Harvey</a> Deadline 1B Submission - Personal Impact
<p><b>Deadline 2 – 08 September 2022</b></p> <p>For receipt by the ExA of:</p> <ul style="list-style-type: none"> <li>- Comments on submissions received for Deadline 1A and Deadline 1B</li> <li>- Comments on the responses to ExQ1</li> <li>- An updated version of the draft Development Consent Order (dDCO) in clean and tracked versions</li> <li>- Schedule of changes to the dDCO</li> <li>- An updated CA Schedule in clean and tracked versions</li> <li>- Updated SoCG requested by the ExA</li> <li>- Statement of Commonality of SoCG</li> <li>- Comments on LIRs</li> <li>- Navigation Document/Guide to the application</li> <li>- Any further information requested by the ExA</li> </ul>	
REP2-001	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 2 Submission - Cover letter
REP2-002	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 2 Submission - 1.2(B) Guide to the application - Revision 3.0
REP2-003	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 2 Submission - 2.1(A) Land Plans - Revision 2.0
REP2-004	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 2 Submission - 2.2(A) Works Plans - Revision 2.0
REP2-005	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 2 Submission - 3.1(B) Draft Development Consent Order (SI Template Compliant Version) – (Clean) - Revision 3.0
REP2-006	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 2 Submission - 3.1(B) Draft Development Consent Order (SI Template Compliant Version) – (Tracked Change) - Revision 3.0
REP2-007	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 2 Submission - 4.3(A) Book of Reference (Clean) Revision 2.0
REP2-008	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 2 Submission - 4.3(A) Book of Reference (Tracked Changes) - Revision 2.0
REP2-009	<a href="#">Longfield Solar Energy Farm Limited</a>

	Deadline 2 Submission - 5(2)(a) Figure 2-32 11kV Powerline Diversion - Revision 2.0
REP2-010	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 2 Submission - 6.1(B) Environmental Statement Volume 1 Chapter 7: Cultural Heritage (Clean) - Revision 3.0
REP2-011	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 2 Submission - 6.1(B) Environmental Statement Volume 1 Chapter 7: Cultural Heritage (Tracked Changes) - Revision 3.0
REP2-012	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 2 Submission - 6.2(A) Environmental Statement Volume 2 Appendix 7A: Heritage Desk Based Assessment (Clean) - Revision: 2.0
REP2-013	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 2 Submission - 6.2(A) Environmental Statement Volume 2 Appendix 7A: Heritage Desk Based Assessment (Tracked Changes) - Revision: 2.0
REP2-014	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 2 Submission - 7.3(A) Outline Design Principles (Clean) - Revision 1.0
REP2-015	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 2 Submission - 7.3(A) Outline Design Principles (Tracked Changes) - Revision 1.0
REP2-016	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 2 Submission - 8.4(A) Statement of Common Ground – Environment Agency (Clean) - Revision 2.0
REP2-017	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 2 Submission - 8.4(A) Statement of Common Ground – Environment Agency (Tracked Changes) - Revision 2.0
REP2-018	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 2 Submission - 8.4(A) Statement of Common Ground – Essex County Council, Braintree District Council and Chelmsford District Council (the Host Authorities)(Clean) - Revision 2.0
REP2-019	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 2 Submission - 8.4(A) Statement of Common Ground – Essex County Council, Braintree District Council and Chelmsford District Council (the Host Authorities)(Tracked Changes) - Revision 2.0
REP2-020	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 2 Submission - 8.4(A) Statement of Common Ground – Historic England (Clean) - Revision 2.0
REP2-021	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 2 Submission - 8.4(A) Statement of Common Ground – Historic England (Tracked Changes) - Revision 2.0
REP2-022	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 2 Submission -8.4(A) Statement of Common Ground – Natural England (Clean) - Revision 2.0
REP2-023	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 2 Submission -8.4(A) Statement of Common Ground – Natural England (Tracked Changes) - Revision 2.0
REP2-024	<a href="#">Longfield Solar Energy Farm Limited</a>

	Deadline 2 Submission - 8.4(A) Statement of Common Ground – National Highways (Clean) - Revision 2.0
REP2-025	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 2 Submission - 8.4(A) Statement of Common Ground – National Highways (Tracked Changes) - Revision 2.0
REP2-026	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 2 Submission - 8.5(A) Statement of Commonality (Clean) - Revision 2.0
REP2-027	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 2 Submission - 8.5(A) Statement of Commonality (Tracked Changes) - Revision 2.0
REP2-028	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 2 Submission - 8.6(A) Compulsory Acquisition Schedule - Revision 2.0
REP2-029	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 2 Submission - 8.8 Comments on submissions received for Deadline 1A and Deadline 1B -Revision 1.0
REP2-030	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 2 Submission - 8.10 Schedule of Changes to the Draft Development Consent Order - Revision 1.0
REP2-031	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 2 Submission - 8.11 Overarching Written Scheme of Investigation - Revision 1.0
REP2-032	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 2 Submission - 8.12 Schedule of Changes to the Book of Reference - Revision: 1.0
REP2-033	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 2 Submission - Comments on submissions received for Deadline 1A and Deadline 1B - Technical note prepared in response to Longfield Solar Farm Draft position statement on Landscape and Visual Impact prepared by Wynne-Williams Associates for Essex County Council, Chelmsford City Council and Braintree District Council
<b>Deadline 3 – 06 October 2022</b>	
<p>For receipt by the ExA of:</p> <ul style="list-style-type: none"> <li>- Comments on submissions received for Deadline 2</li> <li>- Written summaries of oral submissions made at Hearings held during the w/c 26 September</li> <li>- Updated SoCG requested by the ExA</li> <li>- Statement of Commonality of SoCG</li> <li>- An updated version of the dDCO in clean and tracked versions</li> <li>- Schedule of changes to the dDCO</li> <li>- An updated CA Schedule in clean and tracked versions</li> <li>- Navigation Document/Guide to the application</li> <li>- Any further information requested by ExA</li> </ul>	
REP3-001	<a href="#">Longfield Solar Energy Farm Limited</a>

	Deadline 3 Submission - Cover Letter
REP3-002	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 1.2(C) Guide to the application - Revision Number 4.0
REP3-003	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 2.2(B) Works Plans Part 1 of 2 - Revision 3.0
REP3-004	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 2.2(B) Works Plans Part 2 of 2 - Revision 3.0
REP3-005	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 2.3(A) Streets, Access and Rights of Way Plans - Revision 2.0
REP3-006	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 3.1(C) Draft Development Consent Order (SI Template Compliant Version – Clean) - Revision 4.0
REP3-007	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 3.1(C) Draft Development Consent Order (SI Template Compliant Version – Tracked Change) - Revision 4.0
REP3-008	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 6.2(A) Appendix 13C: Public Rights of Way Management Plan (Clean) - Number: 2.0
REP3-009	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 6.2(A) Appendix 13C: Public Rights of Way Management Plan (Tracked Changes) - Number: 2.0
REP3-010	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 6.2(B) Appendix 13B: Framework Construction Traffic Management Plan (Clean) - Revision: 3.0
REP3-011	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 6.2(B) Appendix 13B: Framework Construction Traffic Management Plan (Tracked Changes) - Revision: 3.0
REP3-012	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 6.5(A) Biodiversity Net Gain Report (Clean) - Revision 2.0
REP3-013	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 6.5(A) Biodiversity Net Gain Report (Tracked Changes) - Revision 2.0
REP3-014	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 6.6(B)Mitigation Schedule (Clean) - Revision 3.0
REP3-015	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 6.6(B)Mitigation Schedule (Tracked Changes) - Revision 3.0
REP3-016	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 7.10(B) Outline Construction Environmental Management Plan (Clean) - Revision: 3.0
REP3-017	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 7.10(B) Outline Construction Environmental Management Plan (Tracked Changes) - Revision: 3.0

REP3-018	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 7.11(B) Outline Operational Environmental Management Plan (Tracked Changes) - Revision: 3.0
REP3-019	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 7.11(B) Outline Operational Environmental Management Plan (Clean) - Revision: 3.0
REP3-020	<a href="#">Longfield Solar Energy Farm Limited</a> ) Deadline 3 Submission - 7.13(B) Outline Landscape and Ecology Management Plan (Clean) - Revision: 3.0
REP3-021	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 7.13(B) Outline Landscape and Ecology Management Plan (Tracked Changes) - Revision: 3.0
REP3-022	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 8.4(A) Statement of Common Ground – Essex Fire & Rescue Service (Clean) - Revision 2.0
REP3-023	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 8.4(B) Statement of Common Ground – National Highways (Clean) - Revision 3.0
REP3-024	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 8.4(B) Statement of Common Ground – National Highways (Tracked Changes) - Revision 3.0
REP3-025	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 8.4(B) Statement of Common Ground – Historic England (Clean) - Revision 3.0
REP3-026	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 8.4(B) Statement of Common Ground – Historic England (Tracked Changes) - Revision 3.0
REP3-027	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 8.5(B) Statement of Commonality of SoCG (Clean) - Revision 3.0
REP3-028	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 8.5(B) Statement of Commonality of SoCG (Tracked Changes) - Revision 3.0
REP3-029	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 8.6(B) Compulsory Acquisition Schedule (Clean) - Revision: 3.0
REP3-030	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 8.10(A) Schedule of Change Draft Development Consent Order - Revision 2.0
REP3-031	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 8.11(A) Overarching Written Scheme of Investigation (Clean) - Revision: 2.0
REP3-032	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 8.11(A) Overarching Written Scheme of Investigation (Tracked Changes) - Revision: 2.0
REP3-033	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 8.13 Arboricultural Impact Assessment (Part 1 of 2) - Revision 1.0
REP3-034	<a href="#">Longfield Solar Energy Farm Limited</a>

	Deadline 3 Submission - 8.13 Arboricultural Impact Assessment (Part 2 of 2) - Revision 1.0
REP3-035	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 8.14 Phase 1 Habitat Survey Verification Report (Clean) - Revision 1.0
REP3-036	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 8.16 Outline Soil Resource Management Plan (Clean) - Revision 1.0
REP3-037	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 8.17 Written Summary of Longfield Solar Energy Farm Limited's Oral Submissions at the Development Consent Order Issue Specific Hearing on 27 September 2022 - Revision 1.0
REP3-038	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 8.17 Written Summary of Longfield Solar Energy Farm Limited's Oral Submissions At The Compulsory Acquisition Hearing on 28 September 2022 - Revision 1.0
REP3-039	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 8.17 Written Summary of Longfield Solar Energy Farm Limited's Oral Submissions at the Environmental Matters Hearing on 29 September 2022 - Revision 1.0
REP3-040	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - 8.17 Written Summary of Longfield Solar Energy Farm Limited's Oral Submissions at the Open Floor Hearing on 30 September 2022 - Revision 1.0
REP3-041	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - ES Figure 2-5 Operational Layout Overview
REP3-042	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - ES Figure 2-27 Construction Layout
REP3-043	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - ES Figure 10-10-2 Viewpoint Locations
REP3-044	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - ES Viewpoint 50 -57
REP3-045	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 3 Submission - ES Viewpoint 56 and 57
REP3-046	<a href="#">Boreham Parish Council</a> Deadline 3 Submission - Written summaries of oral submissions made at Hearings held during the week commencing 26 September
REP3-047	<a href="#">Braintree District Council</a> Deadline 3 Submission - Written Summary of Comments made During ISH1 (DCO) - 27/09/2022
REP3-048	<a href="#">Braintree District Council</a> Deadline 3 Submission - Written Summary of Comments made During ISH2 (Environmental) - 29/09/2022 - Agenda Item 4 Other Matters
REP3-049	<a href="#">Braintree District Council</a> Deadline 3 Submission - Written Summary of Comments made During ISH2 (Environmental) - 29/09/2022 - Agenda Item 2 Main

	Discussion Points – Best and Most Versatile Agricultural Land - Policy
REP3-050	<a href="#">Braintree District Council</a> Deadline 3 Submission - Written Summary of Comments made During ISH2 (Environmental) - 29/09/2022 - Agenda Item 2 'Historic Environment' (Excluding Archaeological Matters)
REP3-051	<a href="#">Braintree District Council</a> Deadline 3 Submission - Written Summary of Comments made During ISH2 (Environmental) - 29/09/2022 - Agenda Item 2 'Main Discussion Points' – Other Points of Clarification – Hours of Working
REP3-052	<a href="#">Braintree District Council and Chelmsford City Council.</a> Deadline 3 Submission - Verbal Comments for the Longfield Solar farm NSIP Examination - Issue Specific Hearing 2 (ISH2) - Thursday 29 September 2022
REP3-053	<a href="#">Braintree District Council, Chelmsford City Council and Essex County Council</a> Deadline 3 Submission - Written Summary of Comments made During ISH2 (Environmental) - 29/09/2022
REP3-054	<a href="#">Chelmsford City Council</a> Deadline 3 Submission - Written Summary of Comments made during ISH2 (Environmental Matters) Hearing 29th September 2022
REP3-055	<a href="#">Chelmsford City Council</a> Deadline 3 Submission - Adoption Statement
REP3-056	<a href="#">Chelmsford City Council</a> Deadline 3 Submission - Local Plan
REP3-057	<a href="#">Chelmsford City Council</a> Deadline 3 Submission - Written Summary of Comments made during ISH2 (Environmental Matters) Hearing 29th September 2022
REP3-058	<a href="#">Chelmsford City Council</a> Deadline 3 Submission - Written Summary of Comments made during ISH1 (DCO) Hearing 27th September 2022
REP3-059	<a href="#">ELAF - Essex Local Access Forum</a> Deadline 3 Submission - Written summary of oral submissions made by Mrs Evans on behalf of ELAF (Essex Local Access Forum) at DCO Hearing ISH1 on Tuesday 27th and DCO Hearing ISH2 on Thursday 29th September
REP3-060	<a href="#">Essex Area Ramblers</a> Deadline 3 Submission - Written summaries of oral submissions made at Hearings held during the week commencing 26 September
REP3-061	<a href="#">Essex County Council</a> Deadline 3 Submission - Written Summary of Comments made by Essex County Council during: Hearing ISH1 (DCO), Compulsory Acquisition Hearing and Hearing ISH2 (Environmental Matters)
REP3-062	<a href="#">Essex County Council</a>



	Deadline 3 Submission - Written Summary of Comments made by Essex County Council during: Hearing ISH1 (DCO), Compulsory Acquisition Hearing and Hearing ISH2 (Environmental Matters)
REP3-063	<a href="#">Essex County Fire and Rescue</a> Deadline 3 Submission
REP3-064	<a href="#">Mr Mckenna on behalf of Mr Bentley</a> Deadline 3 Submission
<b>Deadline 4 – 03 November 2022</b>	
<p>For receipt by the ExA of:</p> <ul style="list-style-type: none"> <li>- Comments on submissions received for Deadline 3</li> <li>- Responses to ExQ2 (if issued)</li> <li>- Updated SoCG requested by the ExA</li> <li>- Statement of Commonality of SoCG</li> <li>- An updated version of the dDCO in clean and tracked versions</li> <li>- Schedule of changes to the dDCO</li> <li>- An updated CA Schedule in clean and tracked versions</li> <li>- Navigation Document/Guide to the application</li> <li>- Any further information requested by ExA</li> </ul>	
REP4-001	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - Cover Letter
REP4-002	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 1.2 Guide to the application - Revision Number 5.0
REP4-003	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 3.1(D) Draft Development Consent Order (SI Template Compliant Version – Clean) - Revision 5.0
REP4-004	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 3.1(D) Draft Development Consent Order (SI Template Compliant Version – Tracked Change) - Revision 5.0
REP4-005	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 6.1(A) Environmental Statement Chapter 14: Air Quality (Clean) - Revision: 2.0
REP4-006	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 6.1(A) Environmental Statement Chapter 14: Air Quality (Tracked Changes) - Revision: 2.0
REP4-007	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 6.2(C) Appendix 13B: Framework Construction Traffic Management Plan (Clean) - Revision: 4.0
REP4-008	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 6.2(C) Appendix 13B: Framework Construction Traffic Management Plan (Tracked Changes) - Revision: 4.0
REP4-009	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 6.3(B) Environmental Statement Figure 10-15: Vegetation Removal Plan
REP4-010	<a href="#">Longfield Solar Energy Farm Limited</a>

	Deadline 4 Submission - 7.2(B) Planning Statement (Clean) - Revision 3.0
REP4-011	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 7.2(B) Planning Statement (Tracked Changes) - Revision 3.0
REP4-012	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 7.3 A (C) Outline Design Principles (Clean) - Revision: 4.0
REP4-013	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 7.3 A (C) Outline Design Principles (Tracked Changes) - Revision: 4.0
REP4-014	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 7.10(C) Outline Construction Environmental Management Plan (Clean) - Revision: 4.0
REP4-015	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 7.10(C) Outline Construction Environmental Management Plan (Tracked Changes) - Revision: 4.0
REP4-016	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 8.4 Statement of Common Ground - Historic England (Clean) - Revision 4.0
REP4-017	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 8.4 Statement of Common Ground - Historic England (Tracked Changes) - Revision 4.0
REP4-018	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 8.4 Statement of Common Ground - National Highways (Clean) - Revision 4.0
REP4-019	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 8.4 Statement of Common Ground - National Highways (Tracked Changes) - Revision 4.0
REP4-020	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 8.4 Statement of Common Ground - Essex County Council, Braintree District Council and Chelmsford District Council (the Host Authorities) (Clean) - Revision 3.0
REP4-021	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 8.4 Statement of Common Ground - Essex County Council, Braintree District Council and Chelmsford District Council (the Host Authorities) (Tracked Changes) - Revision 3.0
REP4-022	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 8.4(A) Statement of Common Ground - East of England Ambulance Service Trust (Clean) - Revision 2.0
REP4-023	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 8.4(A) Statement of Common Ground - East of England Ambulance Service Trust (Tracked Changes) - Revision 2.0
REP4-024	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 8.4(A) Statement of Common Ground - National Grid Electricity Transmission (NGET) (Clean) - Revision 2.0

REP4-025	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 8.4(A) Statement of Common Ground – National Grid Electricity Transmission (NGET) (Tracked Changes) - Revision 2.0
REP4-026	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 8.4(B) Statement of Common Ground – Environment Agency (Clean) - Revision 3.0
REP4-027	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 8.4(B) Statement of Common Ground – Environment Agency (Tracked Changes) - Revision 3.0
REP4-028	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 8.4(B) Statement of Common Ground – Natural England (Clean) - Revision 3.0
REP4-029	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 8.4(B) Statement of Common Ground – Natural England (Tracked Changes) - Revision 3.0
REP4-030	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 8.5 Statement of Commonality of SoCG (Clean) - Revision 4.0
REP4-031	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 8.5 Statement of Commonality of SoCG (Tracked Changes) - Revision 4.0
REP4-032	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 8.6(C) Compulsory Acquisition Schedule - Revision: 4.0
REP4-033	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 8.10 Schedule of changes to the Draft Development Consent Order (dDCO) - Revision 1.0
REP4-034	<a href="#">Longfield Solar Energy Farm Limited</a> (PDF, 137 KB) Deadline 4 Submission - 8.15 Responses to ExQ2 - Revision 1.0
REP4-035	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 8.18 Ecology Appraisal of Boreham Road Temporary Access for Abnormal Indivisible Loads - Revision 1.0
REP4-036	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 8.19 Technical Note for Video for the Accompanied Site Inspection in December - Revision: 1.0
REP4-037	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 4 Submission - 8.19 Video to assist with Accompanied Site Inspection
REP4-038	<a href="#">Braintree District Council</a> Deadline 4 Submission - Response to ExQ2 Question 2.2.3 (Veteran Oak Tree)
REP4-039	<a href="#">Braintree District Council</a> Deadline 4 Submission - Responses to Written Questions (ExQ2)
REP4-040	<a href="#">Braintree District Council</a> Deadline 4 Submission - Braintree District Council Comment in Relation to Submission made by the Applicant at Deadline 3
REP4-041	<a href="#">Chelmsford City Council</a> Deadline 4 Submission - Cover Letter

REP4-042	<a href="#">Chelmsford City Council</a> Deadline 4 Submission - Responses to Written Questions (ExQ2)
REP4-043	<a href="#">ELAF - Essex Local Access Forum</a> Deadline 4 Submission - Comments on submissions received for Deadline 3
REP4-044	<a href="#">Essex County Council</a> Deadline 4 Submission - Responses to Written Questions (ExQ2)
REP4-045	<a href="#">John Mckenna on behalf of Fred G Bentley</a> Deadline 4 Submission
REP4-046	<a href="#">Mary Rance</a> Deadline 4 Submission - Written submission
REP4-047	<a href="#">Mary Rance</a> Deadline 4 Submission - Supporting Video: ProW 213-19 and adjacent land
REP4-048	<a href="#">Prof Mike Alder</a> Deadline 4 Submission
<p><b>Deadline 5 – 24 November 2022</b></p> <p>For receipt by the ExA of:</p> <ul style="list-style-type: none"> <li>- Comments on submissions received for Deadline 4</li> <li>- Written summaries of oral submissions made at Hearings during w/c14 November 2022</li> <li>- Updated SoCG requested by the ExA</li> <li>- Statement of Commonality of SoCG</li> <li>- Comments on Responses to ExQ2</li> <li>- An updated version of the dDCO in clean and tracked versions</li> <li>- Schedule of changes to the dDCO</li> <li>- An updated CA Schedule in clean and tracked versions</li> <li>- Navigation Document/Guide to the application</li> <li>- Any further information requested by ExA</li> </ul>	
REP5-001	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 5 Submission - Cover Letter
REP5-002	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 5 Submission - 1.2(E) Guide to the application - Revision 6.0
REP5-003	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 5 Submission - An updated version of the Draft Development Consent Order (Clean)
REP5-004	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 5 Submission - An updated version of the Draft Development Consent Order (Tracked Changes)
REP5-005	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 5 Submission - Draft Section 106
REP5-006	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 5 Submission - Environmental Statement Figure 10-15 Vegetation Removal Plan
REP5-007	<a href="#">Longfield Solar Energy Farm Limited</a>

	Deadline 5 Submission - 7.11(A) Outline Operational Environmental Management Plan (OEMP) (Clean) - Revision: 4.0
REP5-008	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 5 Submission - 7.11(A) Outline Operational Environmental Management Plan (OEMP) (Tracked Changes) - Revision: 4.0
REP5-009	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 5 Submission - 7.13(B) Outline Landscape and Ecology Management Plan (OLEMP) (Clean) - Revision: 4.0
REP5-010	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 5 Submission - 7.13(B) Outline Landscape and Ecology Management Plan (OLEMP) (Tracked Changes) - Revision: 4.0
REP5-011	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 5 Submission - 8.4(B) Statement of Common Ground - Environment Agency (Clean) - Revision 4.0
REP5-012	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 5 Submission - 8.4(B) Statement of Common Ground - Environment Agency (Tracked Changes) - Revision 4.0
REP5-013	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 5 Submission - 8.4(B) Statement of Common Ground - Essex County Council, Braintree District Council and Chelmsford District Council (the Host Authorities) (Tracked Changes) - Revision 3.0
REP5-014	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 5 Submission - 8.4(B) Statement of Common Ground - Essex County Council, Braintree District Council and Chelmsford District Council (the Host Authorities) (Clean) - Revision 3.0
REP5-015	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 5 Submission - 8.5(C) Statement of Commonality (Clean) - Revision 5.0
REP5-016	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 5 Submission - 8.5(C) Statement of Commonality (Tracked Changes) - Revision 5.0
REP5-017	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 5 Submission - 8.10 Schedule of changes to the Draft Development Consent Order - Revision 1.0
REP5-018	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 5 Submission - 8.21 Comments on submissions received for Deadline 4 - Revision 1.0
REP5-019	<a href="#">Essex County Council</a> Deadline 5 Submission - Responses to Written Questions (ExQ2)
REP5-020	<a href="#">UK Health Security Agency</a> Deadline 5 Submission - Comments on submissions received for Deadline 4
REP5-021	<a href="#">Catherine Judkins on behalf of the Solar Campaign Alliance</a> Deadline 5 Submission - Comments on submissions received for Deadline 4
REP5-022	<a href="#">Chris Williams</a> Deadline 5 Submission - Comments on submissions received for Deadline 4
REP5-023	<a href="#">GTC Infrastructure Limited</a>

	Deadline 5 Submission - Comments on submissions received for Deadline 4
REP5-024	<a href="#">Helen Drury</a> Deadline 5 Submission - Comments on submissions received for Deadline 4
REP5-025	<a href="#">John Mckenna on behalf of Fred G Bentley</a> Deadline 5 Submission - Comments on submissions received for Deadline 4
REP5-026	<a href="#">Mary Rance</a> Deadline 5 Submission - Comments on submissions received for Deadline 4
REP5-027	<a href="#">No To Longfield</a> Deadline 5 Submission - Comments on submissions received for Deadline 4
REP5-028	<a href="#">Paul Harrison</a> Deadline 5 Submission - Comments on submissions received for Deadline 4
<p><b>Deadline 6 – 15 December 2022</b></p> <p>For receipt by the ExA of:</p> <ul style="list-style-type: none"> <li>- Comments on submissions received for Deadline 5</li> <li>- Comments on the ExA’s commentary on, or schedule of changes to, the dDCO (if required)</li> <li>- Responses to the ExQ3</li> <li>- Comments on the RIES</li> <li>- An updated version of the dDCO in clean and tracked versions</li> <li>- Schedule of changes to the dDCO</li> <li>- An updated CA Schedule in clean and tracked versions</li> <li>- Updated SoCG requested by the ExA</li> <li>- Statement of Commonality of SoCG</li> <li>- Navigation Document/Guide to the application</li> <li>- Any further information requested by ExA</li> </ul>	
REP6-001	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Cover letter
REP6-002	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - 1.2 Guide to the Application - Revision 7.0
REP6-003	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - An updated version of the DCO (Clean)
REP6-004	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - An updated version of the DCO (Tracked Changes)
REP6-005	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - 6.2(A) Environmental Statement Appendix 2A: Concept Design Appendix (Clean) - Revision: 2.0
REP6-006	<a href="#">Longfield Solar Energy Farm Limited</a>

	Deadline 6 Submission - 6.2(A) Environmental Statement Appendix 2A: Concept Design Appendix (Tracked Changes) - Revision : 2.0
REP6-007	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - 7.3.A (D) Outline Design Principles (Clean) - Revision: 5.0
REP6-008	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - 7.3.A (D) Outline Design Principles (Tracked Changes) - Revision: 5.0
REP6-009	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - 7.13(D) Outline Landscape and Ecology Management Plan (Clean) - Revision: 5.0
REP6-010	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - 7.13(D) Outline Landscape and Ecology Management Plan (Tracked Changes) - Revision: 5.0
REP6-011	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - 8.4(A) Statement of Common Ground – National Grid Electricity Services Operator (Clean) - Revision 2.0
REP6-012	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - 8.4(A) Statement of Common Ground – National Grid Electricity Services Operator (Tracked Changes) - Revision 2.0
REP6-013	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - 8.4(A) Statement of Common Ground – Network Rail (Clean) - Revision 2.0
REP6-014	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - 8.4(A) Statement of Common Ground – Network Rail (Tracked Changes) - Revision 2.0
REP6-015	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - 8.4(B) Statement of Common Ground – East of England Ambulance Service NHS Trust (Clean) - Revision 2.0
REP6-016	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - 8.4(B) Statement of Common Ground – East of England Ambulance Service NHS Trust (Tracked Changes) - Revision 2.0
REP6-017	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - 8.4(B) Statement of Common Ground – National Grid Electricity Transmission (NGET) (Clean) - Revision 3.0
REP6-018	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - 8.4(B) Statement of Common Ground – National Grid Electricity Transmission (NGET) (Tracked Changes) - Revision 3.0
REP6-019	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - 8.4(D) Statement of Common Ground – Essex County Council, Braintree District Council and Chelmsford District Council (the Host Authorities) (Clean) - Revision 4.0
REP6-020	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - 8.4(D) Statement of Common Ground – Essex County Council, Braintree District Council and Chelmsford

	District Council (the Host Authorities) (Tracked Changes) - Revision 4.0
REP6-021	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - 8.5(E) Statement of Commonality (Clean) - Revision 6.0
REP6-022	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - 8.5(E) Statement of Commonality (Tracked Changes) - Revision 6.0
REP6-023	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - 8.6 Compulsory Acquisition Schedule - Revision: 5.0
REP6-024	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - 8.6(D) Compulsory Acquisition Schedule - Revision: 5.0
REP6-025	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - 8.10 Schedule of Change Draft Development Consent Order - Revision 1.0
REP6-026	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - 8.15(A) Responses to ExA Further Written Questions - Revision 1.0
REP6-027	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - 8.22 Comments on submissions received for Deadline 5- Revision 1.0
REP6-028	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - 8.23 Final ASI Itinerary and Handouts - Revision : 1.0
REP6-029	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Figure 2-5 Operational Layout Overview
REP6-030	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Figure 2-27 Construction Layout
REP6-031	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Environmental Statement Viewpoint 8 - Part 1
REP6-032	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Environmental Statement Viewpoint 8 - Part 2
REP6-033	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Environmental Statement Viewpoint Locations Figure 10-10-1 to Figure 10-10-3
REP6-034	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Environmental Statement Figure 10-13 Type 3 Visualisations
REP6-035	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Environmental Statement Viewpoint 13 - Part 1
REP6-036	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Environmental Statement Viewpoint 13 - Part 2
REP6-037	<a href="#">Longfield Solar Energy Farm Limited</a>



	Deadline 6 Submission - Environmental Statement Viewpoint 13 - Part 3
REP6-038	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Environmental Statement Viewpoint 15 - Part 1
REP6-039	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Environmental Statement Viewpoint 15 - Part 2
REP6-040	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Environmental Statement Viewpoint 15 - Part 3
REP6-041	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Environmental Statement Viewpoint 25 - Part 1
REP6-042	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Environmental Statement Viewpoint 25 - Part 2
REP6-043	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Environmental Statement Viewpoint 29 - Part 1
REP6-044	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Environmental Statement Viewpoint 29 - Part
REP6-045	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Environmental Statement Viewpoint 29 - Part 3
REP6-046	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Environmental Statement Viewpoint 44 - Part 1
REP6-047	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Environmental Statement Viewpoint 44 - Part 2
REP6-048	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Environmental Statement Viewpoint 45 - Part 1
REP6-049	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Environmental Statement Viewpoint 45 - Part 2
REP6-050	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Environmental Statement Viewpoint 50 - Part 1
REP6-051	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Environmental Statement Viewpoint 50 - Part 2
REP6-052	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Environmental Statement Viewpoint 50 - Part 3
REP6-053	<a href="#">Longfield Solar Energy Farm Limited</a>

	Deadline 6 Submission - Environmental Statement Viewpoint 50 - Part 4
REP6-054	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Environmental Statement Viewpoint 56 - Part 1
REP6-055	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Environmental Statement Viewpoint 56 - Part 2
REP6-056	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Environmental Statement Viewpoint 56 - Part 3
REP6-057	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Environmental Statement Viewpoint 57 - Part 1
REP6-058	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Environmental Statement Viewpoint 57 - Part 2
REP6-059	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Environmental Statement Viewpoint 57 - Part 3
REP6-060	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Environmental Statement Viewpoint 57 - Part 5
REP6-061	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Environmental Statement Viewpoint 57 - Part 6
REP6-062	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 6 Submission - Environmental Statement Viewpoint 57 - Part 7
REP6-063	<a href="#">Boreham Conservation Society</a> Deadline 6 Submission - Comments on submissions received for Deadline 5
REP6-064	<a href="#">Boreham Conservation Society</a> Deadline 6 Submission - Boreham Village Design Statement
REP6-065	<a href="#">Braintree District Council</a> Deadline 6 Submission - Responses to the ExQ3
REP6-066	<a href="#">Braintree District Council</a> Deadline 6 Submission - Independent Glint and Glare Report submitted on behalf of all the Host Authorities BDC; CCC and ECC
REP6-067	<a href="#">Chelmsford City Council</a> Deadline 6 Submission - Responses to the ExQ3
REP6-068	<a href="#">Environment Agency</a> Deadline 6 Submission - Responses to the ExQ3
REP6-069	<a href="#">Essex County Council</a> Deadline 6 Submission - Responses to the ExQ3
REP6-070	<a href="#">Essex County Council</a> Deadline 6 Submission - Q 3.3.8 Highway Authority Plan
REP6-071	<a href="#">Essex Local Access Forum (ELAF)</a> Deadline 6 Submission - Comments on submissions received for Deadline 5
REP6-072	<a href="#">Forestry Commission</a>

	Deadline 6 Submission
REP6-073	<a href="#">Ministry of Defence (MOD)</a> Deadline 6 Submission - Comments on submissions received for Deadline 5
REP6-074	<a href="#">Mary Rance</a> Deadline 6 Submission - Responses to the ExQ3
REP6-075	<a href="#">No To Longfield campaign group</a> Deadline 6 Submission - Comments on the site walk held on 6 December 2022
<b>Deadline 7 – 11 January 2023</b>	
<p>For receipt by the ExA of:</p> <ul style="list-style-type: none"> <li>- Comments on submissions received for Deadline 6</li> <li>- Comments on Responses to ExQ3</li> <li>- Responses on comments on the RIES</li> <li>- Final dDCO to be submitted by the Applicant in the SI template with the SI template validation report</li> <li>- Final updated Book of Reference (BoR) and schedule of changes to BoR</li> <li>- Final SoCG</li> <li>- Final Statement of Commonality of SoCG</li> <li>- List of matters not agreed where SoCG could not be finalised</li> <li>- Final CA Schedule</li> <li>- Final signed and dated section 106 Agreement/Unilateral Undertaking (if required)</li> <li>- Final Navigation Document/Guide to the application</li> <li>- Any further information requested by ExA</li> </ul>	
REP7-001	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 7 Submission - Cover letter
REP7-002	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 7 Submission - 1.2(G) Guide to the application - Revision 7.0
REP7-003	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 7 Submission - Validation Report
REP7-004	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 7 Submission - Outline Landscape Masterplan
REP7-005	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 7 Submission - Applicant's Responses to Earlier Submissions and Responses to Rule 17 Requests - Revision 1.0
REP7-006	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 7 Submission - 3.1(G) Draft Development Consent Order (SI Template Compliant Version - Clean) - Revision 8.0
REP7-007	<a href="#">Longfield Solar Energy Farm</a> Deadline 7 Submission - 3.1(G) Draft Development Consent Order (SI Template Compliant Version - Tracked Changes) - Revision 8.0
REP7-008	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 7 Submission - 3.2(B) Explanatory Memorandum (Clean) - Revision: 3.0
REP7-009	<a href="#">Longfield Solar Energy Farm Limited</a>

	Deadline 7 Submission - 3.2(B) Explanatory Memorandum (Tracked Changes) - Revision: 3.0
REP7-010	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 7 Submission - 3.3(A) Consents and Agreements Position Statement (Clean) - Revision: 2.0
REP7-011	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 7 Submission - 3.3(A) Consents and Agreements Position Statement - (Tracked Changes) Revision: 2.0
REP7-012	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 7 Submission - 4.3(B) Book of Reference (Clean) - Revision: 3.0
REP7-013	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 7 Submission - 4.3(B) Book of Reference (Tracked Changes) - Revision: 3.0
REP7-014	<a href="#">Longfield Solar Energy Farm Limited</a> ( Deadline 7 Submission - 6.2(B) Appendix 13B: Framework Construction Traffic Management Plan (Tracked Changes) - Revision: 5.0
REP7-015	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 7 Submission - 6.2(B) Appendix 13B: Framework Construction Traffic Management Plan (Clean) - Revision: 5.0
REP7-016	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 7 Submission - 7.13(D) Outline Landscape and Ecology Management Plan (Clean) - Revision: 6.0
REP7-017	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 7 Submission - 7.13(D) Outline Landscape and Ecology Management Plan (Tracked Changes) - Revision: 6.0
REP7-018	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 7 Submission - 7.14 Permissive Paths Plan
REP7-019	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 7 Submission - 8.4(B) Statement of Common Ground – National Grid Electricity Services Operator (Tracked Changes) - Revision 3.0
REP7-020	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 7 Submission - 8.4(B) Statement of Common Ground – National Grid Electricity Services Operator (Clean) - Revision 3.0
REP7-021	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 7 Submission - 8.4(B) Statement of Common Ground – National Grid Electricity Transmission (NGET) (Clean) - Revision 3.0
REP7-022	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 7 Submission - 8.4(B) Statement of Common Ground – Network Rail (Clean) - Revision 3.0
REP7-023	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 7 Submission - 8.4(B) Statement of Common Ground – Network Rail (Tracked Changes) - Revision 3.0
REP7-024	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 7 Submission - 8.4(B) Statement of Common Ground – National Grid Electricity Transmission (NGET) (Tracked Changes) - Revision 3.0

REP7-025	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 7 Submission - 8.4(E) Statement of Common Ground – Essex County Council, Braintree District Council and Chelmsford City Council (the Host Authorities) (Clean) - Revision 5.0
REP7-026	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 7 Submission - 8.4(E) Statement of Common Ground – Essex County Council, Braintree District Council and Chelmsford City Council (the Host Authorities) (Tracked Changes) - Revision 5.0
REP7-027	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 7 Submission - 8.5(F) Statement of Commonality - Revision 7.0
REP7-028	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 7 Submission - 8.6(E) Compulsory Acquisition Schedule - Revision: 6.0
REP7-029	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 7 Submission - 8.10(E) Schedule of Change Draft Development Consent Order - Revision 1.0
REP7-030	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 7 Submission - 8.12(A) Schedule of Changes to the Book of Reference - Revision: 2.0
REP7-031	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 7 Submission - 8.20(A) Deed of Development Consent Obligations and Other Covenants - Revision 1.0
REP7-032	<a href="#">Essex Local Access Forum (ELAF)</a> Deadline 7 Submission - Comments on submissions received for Deadline 6
REP7-033	<a href="#">Michael David Alder</a> Deadline 7 Submission - Comments on submissions received for Deadline 6
<b>Deadline 8 – 18 January 2023</b>	
For receipt by the ExA of: - Any further information requested by the ExA under Rule 17 of The Infrastructure Planning (Examination Procedure) Rules 2010	
REP8-001	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 8 Submission - Cover letter
REP8-002	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 8 Submission - 1.2(H) Guide to the Application - Revision: 8.0
REP8-003	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 8 Submission - 8.4(C) Statement of Common Ground – National Highways (Clean) - Revision 4.0
REP8-004	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 8 Submission - 8.4(C) Statement of Common Ground – National Highways (Tracked Changes) - Revision 4.0

REP8-005	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 8 Submission - 8.4(E) Statement of Common Ground – Essex County Council, Braintree District Council and Chelmsford City Council (the Host Authorities) - Revision 6.0
REP8-006	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 8 Submission - 8.5(H) Statement of Commonality - Revision 8.0
REP8-007	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 8 Submission - 8.5(H) Draft DCO Deadline 7 to Deadline 8 Comparison - Revision 8.0
REP8-008	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 8 Submission - 8.5(H) DCO Validation Report - Revision 8.0
REP8-009	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 8 Submission - 8.5(H) Longfield Solar Energy Farm Draft DCO Template Compliant - Revision 8.0
REP8-010	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 8 Submission - 8.10(E) Schedule of Change Draft Development Consent Order - Revision 1.0
REP8-011	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 8 Submission - Legal Agreement between John Frederick Strutt, Longfield Solar Farm Limited, Chelmsford City Council, Braintree District Council, Essex County Council - Part 1
REP8-012	<a href="#">Longfield Solar Energy Farm Limited</a> Deadline 8 Submission - Legal Agreement between John Frederick Strutt, Longfield Solar Farm Limited, Chelmsford City Council, Braintree District Council, Essex County Council - Part 2
REP8-013	<a href="#">Braintree District Council (BDC) and Essex County Council (ECC)</a> Deadline 8 Submission - Any further information requested by the ExA under Rule 17 of The Infrastructure Planning (Examination Procedure) Rules 2010
REP8-014	<a href="#">Essex County Council</a> Deadline 8 Submission - Any further information requested by the ExA under Rule 17 of The Infrastructure Planning (Examination Procedure) Rules 2010
REP8-015	<a href="#">Anglian Water Services Limited</a> Deadline 8 Submission - Any further information requested by the ExA under Rule 17 of The Infrastructure Planning (Examination Procedure) Rules 2010
REP8-016	<a href="#">Essex Local Access Forum (ELAF)</a> Deadline 8 Submission - Any further information requested by the ExA under Rule 17 of The Infrastructure Planning (Examination Procedure) Rules 2010
REP8-017	<a href="#">Mary Rance</a> Deadline 8 Submission - Any further information requested by the ExA under Rule 17 of The Infrastructure Planning (Examination Procedure) Rules 2010
<b>Other Documents</b>	
OD-001	<a href="#">LFSF - Regulation 32 Transboundary Screening</a>

OD-002	<a href="#">Section 56 Reg 8 Notice</a>
OD-003	<a href="#">Section 56 Reg 9 Notice</a>
OD-004	<a href="#">Longfield Solar Energy Farm Limited</a> Certificate of Compliance with Regulation 16 Notice
OD-005	<a href="#">Longfield Solar Energy Farm Limited</a> Certificate of Compliance with Section 56 of the Planning Act 2008
OD-006	<a href="#">Longfield Solar Energy Farm Limited</a> Certificate of Compliance with Section 59 of the Planning Act 2008
OD-007	<a href="#">Longfield Solar Energy Farm Limited</a> Notice of September 2022 Hearings

## **APPENDIX B: LIST OF ABBREVIATIONS**



## APPENDIX B: LIST OF ABBREVIATIONS

Abbreviation or usage	Reference
AA	Appropriate Assessment
AIA	Arboricultural Impact Assessment
ALC	Agricultural Land Classification
AP	Affected Person
AQD	Directive 2008/50/EC on ambient air quality and cleaner air for Europe
ARI	Access Required Inspection
Art	Article
ASI	Accompanied Site Inspection
BDC	Braintree District Council
BDLP	Braintree District Local Plan 2013-2033.
BEIS	Department for Business, Energy and Industrial Strategy
BESS	Battery Energy Storage System
BMV	Best and Most Versatile
BNG	Biodiversity Net Gain
BoR	Book of Reference
BoSS	Balance of Solar System
BS	British Standard
BSMP	Battery Safety Management Plan
CA	Compulsory Acquisition
CCA2008	Climate Change Act 2008
CCC	Chelmsford City Council
CAH	Compulsory Acquisition Hearing
CCC	Committee on Climate Change
CCTV	Closed Circuit Television
CDA	Concept Design Appendix
CEMP	Construction Environment Management Plan
CJEU	Court of Justice of the European Union
CLP	Chelmsford Local Plan 2020
CPRE	Campaign to Protect Rural England
CoPA	Control of Pollution Act 1974
CTMP	Construction Traffic Management Plan
dB	Decibel
DCLG/DLUHC	Former Department for Communities and Local Government, re-organised to form Ministry of Housing, Communities and Local Government (MHCLG) in January 2018 and currently the Department for Levelling Up, Housing and Communities. References to documents (eg Examination Guidance) or decisions taken by the former department are referred to using the abbreviation DCLG.
DCO	Development Consent Order
dDCO	draft Development Consent Order

<b>Abbreviation or usage</b>	<b>Reference</b>
DDCOOC	Deed of Development Consent Obligations and Other Covenants
DECC	Former Department for Energy and Climate Change, reorganised to form BEIS
dNPS	Draft National Policy Statement
EA	Environment Agency
EAG	Ecological Advisory Group
ECC	Essex County Council
ECFRS	Essex County Fire and Rescue Service
EEA	European Economic Area
East Anglia GREEN	East Anglia Green Energy Enablement Project
EEAST	East of England Ambulance Service Trust
EIA	Environmental Impact Assessment
EIA Regulations	The Infrastructure Planning (Environmental Impact Assessment) Regulations 2017
EM	Explanatory Memorandum
EMFs	Electromagnetic Field
EMLP	Essex Minerals Local Plan 2014
EPR	Infrastructure Planning (Examination Procedure) Rules 2010
ES	Environmental Statement
EU	European Union
EWLP	Essex and Southend-on-Sea Waste Local Plan 2017
ExA	Examining Authority
ExQ (number)	Written examination questions issued by the ExA
fCTMP	Framework Construction Traffic Management Plan
FRA	Flood Risk Assessment
FTE	Full Time Equivalent
ha	Hectare
Habitats Regulations	The Conservation of Habitats and Species Regulations 2017
HDD	Horizontal Directional Drilling
HE	Historic England
HGV	Heavy Goods Vehicle
Host Authorities	Braintree District Council, Chelmsford City Council and Essex County Council
HRA	Habitats Regulations Assessment
HSE	Health and Safety Executive
ICD	Illustrative Concept Design
ICNIRP	International Commission on Non-Ionizing Radiation Protection
IP	Interested Party
ISH (number)	Issue Specific Hearing and where followed by a number, the number is a reference to a specific ISH on a date in the examination timetable
km	kilometre
kV	Kilovolt
LCA	Local Character Area

<b>Abbreviation or usage</b>	<b>Reference</b>
LEMP	Landscaping and Ecological Management Plan
LIR	Local Impact Report
LLCA	Local Landscape Character Area
LOAEL	Lowest Observable Adverse Effect Level
LoWS	Local Wildlife Site
LV	Limit value(s) – a regulatory limit expressed as a value above which a regulated substance should not be found in the environment and triggering action for pollution control
LVIA	Landscape and Visual Impact Assessment
m	Metre
m <sup>2</sup>	Square metre(s)
m <sup>3</sup>	Cubic metre(s)
made Order	A statutory Order providing development consent made by the relevant SoS under PA2008, use of this term signifies a reference to a DCO that has been decided
MCA	Mineral Consultation Area
MIIA	Mineral Infrastructure Impact Assessment
MSA	Mineral Safeguarding Area
MW	Megawatt
MWPA	Minerals and Waste Planning Authority
NCA	National Character Area
NE	Natural England
NERC	Natural Environment and Rural Communities Act 2006
NGET	National Grid Electricity Transmission Plc
NH	National Highways
No.	Number
NOEL	No Observed Effect Level
NO <sub>2</sub>	Nitrogen Dioxide
NO <sub>x</sub>	Mono-nitrogen oxides
NPPF	National Planning Policy Framework
NPS	National Policy Statement
NPSE	Noise Policy Statement for England
NR	Network Rail
NSR	Noise Sensitive Receptor
NSIP	Nationally Significant Infrastructure Project
oBSMP	Outline Battery Safety Management Plan
OCEMP	Outline Construction Environment Management Plan
oLEMP	Outline Landscape and Ecology Management Plan
oOEMP	Outline Operational Environmental Management Plan
ODP	Outline Design Principles
OEMP	Operational Environmental Management Plan
oSRMP	Outline Soil Resource Management Plan
oWSI	Overarching Written Scheme of Archaeological Investigation
OFH	Open Floor Hearing

<b>Abbreviation or usage</b>	<b>Reference</b>
PA2008	Planning Act 2008 (as amended)
PDA	Potential Development Areas
PM	Preliminary Meeting
PM <sub>2.5</sub>	Particulate Matter
PM <sub>10</sub>	Particulate Matter
PP(s)	Protective Provision(s)
PPG	Planning Policy Guidance accompanying the NPPF
PRoW	Public Right of Way
PSED	Public Sector Equality Duty
PV	Photovoltaic
RIES	Report on the Implications for European Sites
RR	Relevant Representation
s (number)	Section of a statute and when followed by a number, a particular section number from a named statute
SAC	Special Area of Conservation
SI	Statutory Instrument
SNCB	Statutory Nature Conservation Body
SNS	Statutory Nuisance Statement
SOAEL	Significant Observed Adverse Effect Level
SO <sub>2</sub>	Sulphur Dioxide
SoCG	Statement of Common Ground
SoR	Statement of Reasons
SoS	Secretary of State
SoSBEIS	... for Business, Energy and Industrial Strategy
SoSESNZ	... for Energy Security and Net Zero
SPA	Special Protection Area
SPD	Supplementary Planning Document
SRMP	Soil Resource Management Plan
SRN	Strategic Road Network
SSSI	Site of Special Scientific Interest
SU(s)	Statutory Undertaker(s)
SuDS	Sustainable Drainage Systems
TA	Transport Assessment
TP	Temporary Possession
UK	United Kingdom
UKHSA	United Kingdom Health Security Agency
USI	Unaccompanied Site Inspection
µg/m <sup>3</sup>	Micrograms per cubic metre
VP	Viewpoint
WCA	The Wildlife and Countryside Act 1981
WFD	Water Framework Directive – Directive 2000/60/EC
WFD Regulations	The Water Environment (Water Framework Directive) (England and Wales) Regulations 2017
WR	Written Representation
WSI	Written Scheme of Investigation (archaeology)
ZTV	Zone of Theoretical Visibility

## **APPENDIX C: THE RECOMMENDED DCO (rDCO)**

**202\* No. \*\*\*\***

**INFRASTRUCTURE PLANNING**

**The Longfield Solar Farm Order 202\***

*Made* - - - - - \*\*\*

*Coming into force* - - - - - \*\*\*

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An application has been made to the Secretary of State for an order granting development consent under section 37 of the Planning Act 2008 (“the 2008 Act”)(a) in accordance with the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009(b).

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(a) 2008 C.29. Section 37 was amended by section 137(5) of, and paragraph 5 of Schedule 13 to the Localism Act 2011 (c.20)  
 (b) S.I. 2009/2264, amended by S.I. 2010/439, S.I. 2010/602, S.I. 2012/635, S.I. 2012/2654, S.I. 2012/2732, S.I. 2013/522, S.I. 2013/755, 2014/469, 2014/2381, 2015/377, 2015/1682, 2017/524, 2017/572 and S.I. 2018/378.



The application has been examined by the Examining Authority appointed by the Secretary of State pursuant to chapter 3 of Part 6 of the 2008 Act and carried out in accordance with chapter 4 of Part 6 of the Infrastructure Planning (Examination Procedure) Rules 2010(a).

The Examining Authority, having considered the application together with the documents that accompanied it, and the representations made and not withdrawn, has, in accordance with section 74(2)(b) of the 2008 Act made a report and recommendation to the Secretary of State.

The Secretary of State has considered the report and recommendation of the Examining Authority, has taken into account the environmental information in accordance with regulation 4 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017(c) and has had regard to the documents and matters referred to in section 105(2)(d) of the 2008 Act.

The Secretary of State, having decided the application, has determined to make an Order giving effect to the proposals comprised in the application on the terms that in the opinion of the Secretary of State are not materially different from those proposed in the application.

The Secretary of State, in exercise of the powers conferred by sections 114(e), 115(f), 120(g), 122(h) and 123(i) of the 2008 Act, makes the following Order—

## PART 1

### PRELIMINARY

#### Citation and commencement

1. This Order may be cited as the Longfield Solar Farm Order and comes into force on [X] 202\*.

#### Interpretation

- 2.—(1) In this Order—

“the 1961 Act” means the Land Compensation Act 1961(j);  
“the 1965 Act” means the Compulsory Purchase Act 1965(k);  
“the 1980 Act” means the Highways Act 1980(l);  
“the 1981 Act” means the Compulsory Purchase (Vesting Declarations) Act 1981(m);  
“the 1984 Act” means the Road Traffic Regulation Act 1984(n);  
“the 1989 Act” means the Electricity Act 1989(o);  
“the 1990 Act” means the Town and Country Planning Act 1990(p);

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- (a) S.I. 2010/103  
(b) As amended by paragraph 29(1) and (3) of Part 1 of Schedule 13 to the Localism Act 2011 (c. 20).  
(c) S.I. 2017/572.  
(d) Section 105(2) was amended by paragraph 50 of Schedule 13 to the Localism Act 2011.  
(e) As amended by paragraph 55 of Part 1 of Schedule 13 to the Localism Act 2011.  
(f) As amended by section 160 of the Housing and Planning Act 2016 (c. 22) and section 43 of the Wales Act 2017 (c. 4).  
(g) As amended by section 140 and paragraph 60 of Part 1 of Schedule 13 to the Localism Act 2011.  
(h) As amended by paragraph 62 of Part 1 of Schedule 13 to the Localism Act 2011.  
(i) Ibid.  
(j) 1961 c.33.  
(k) 1965 c.56.  
(l) 1980 c.66.  
(m) 1981 c.66.  
(n) 1984 c.27.  
(o) 1989 c.29.  
(p) 1990 c.8.

“the 1991 Act” means the New Roads and Street Works Act 1991(a);

“the 2008 Act” means the Planning Act 2008(b);

“address” includes any number or address used for the purposes of electronic transmission;

“apparatus” has the same meaning as in Part 3 (street works in England and Wales) of the 1991 Act except that, unless otherwise provided, it further includes pipelines (and parts of them), aerial markers, cathodic protection test posts, field boundary markers, transformer rectifier kiosks, electricity cables, telecommunications equipment and electricity cabinets;

“authorised development” means the development and associated development described in Schedule 1 (authorised development), which is development within the meaning of section 32 (meaning of “development”) of the 2008 Act;

“biodiversity design strategy” means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the biodiversity design strategy for the purposes of this Order;

“book of reference” means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the book of reference for the purposes of this Order;

“building” includes any structure or erection or any part of a building, structure or erection;

“Bulls Lodge substation works” means that part of the authorised development identified in work numbers 5, 7B and 9 (to the extent work number 9 is to facilitate access to work numbers 5 and 7B);

“carriageway” has the same meaning as in the 1980 Act;

“commence” means beginning to carry out a material operation, as defined in section 155 (when development begins) of the 2008 Act, comprised in or carried out or for the purposes of the authorised development other than the permitted preliminary works (except where stated to the contrary) and “commencement”, “commenced” and cognate expressions are to be construed accordingly;

“commissioning” means the process of testing all systems and components of numbered work 1 in order to ensure that they, and the authorised development as a whole, function in accordance with plant design specifications and the undertaker’s operational and safety requirements, and “commission” and other cognate expressions are to be construed accordingly;

“date of final commissioning” means in respect of each phase of the authorised development as approved under requirement 3 of Schedule 2 (requirements) that contains part or all of numbered work 1, the date on which each such phase commences operation by generating electricity on a commercial basis but excluding the generation of electricity during commissioning;

“decommissioning strategy” means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the decommissioning strategy for the purposes of this Order;

“electronic transmission” means a communication transmitted—

(a) by means of an electronic communications network; or

(b) by other means but while in electronic form;

“environmental statement” means the document of that name identified in the table in Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the environmental statement for the purposes of this Order;

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(a) 1991 c.22. Section 48(3A) was inserted by section 124 of the Local Transport Act 2008 (c.26). Sections 78(4), 80(4), and 83(4) were amended by section 40 of, and Schedule 1 to, the Traffic Management Act 2004 (c.18).

(b) 2008 c.29.

“flood risk assessment” means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the flood risk assessment for the purposes of this Order;

“footpath” and “footway” have the same meaning as in the 1980 Act;

“framework construction traffic management plan” means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the framework construction traffic management plan for the purposes of this Order;

“grid connection works” means that part of the authorised development identified in work numbers 4 and 9 (to the extent work number 9 is to facilitate access to work number 4);

“highway” and “highway authority” have the same meaning as in the 1980 Act(a);

“holding company” has the same meaning as in section 1159 of the Companies Act 2006(b);

“land plans” means sheets 1 – 9 of the plans of that name identified in the table in Schedule 13 (documents and plans to be certified) and which are certified by the Secretary of State as the land plans for the purposes of this Order;

“limits of deviation” means the limits of deviation shown for each numbered work on the works plans;

“maintain” includes inspect, repair, adjust, alter, remove, refurbish, reconstruct, replace and improve any part of, but not remove, reconstruct or replace the whole of, the authorised development and “maintenance” and “maintaining” are to be construed accordingly;

“NGET” means National Grid Electricity Transmission Plc (company number 2366977) whose registered office is at 1 to 3 Strand, London WC2N 5EH;

“Order land” means the land shown coloured pink, green, blue and brown on the land plans which is within the limits of land to be acquired or used and described in the book of reference;

“Order limits” means the limits shown on the land plans and works plans within which the authorised development may be carried out and land acquired or used;

“outline battery safety management plan” means the plan of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the outline battery safety management plan for the purposes of this Order;

“outline construction environmental management plan” means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the outline construction environmental management plan for the purposes of this Order;

“outline design principles” means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the outline design principles for the purposes of this Order;

“outline drainage strategy” means-

- (a) section 4 of the SuDS strategy as identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the outline drainage strategy for the purposes of the solar farm works and the grid connection works under this Order; and
- (b) section 3 of the Bulls Lodge substation extension drainage strategy as identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the outline drainage strategy for the purposes of the Bulls Lodge substation works under this Order;

“outline landscape and ecological management plan” means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is

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(a) “highway” is defined in section 328(1). For “highway authority” see section 1.  
(b) 2006 c.46.

certified by the Secretary of State as the outline landscape and ecological management plan for the purposes of this Order;

“outline operational environmental management plan” means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the outline operational environmental management plan for the purposes of this Order;

“outline public rights of way management plan” means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the outline public rights of way management plan for the purposes of this Order;

“outline soils resource management plan” means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the outline soils resource management plan for the purposes of this Order;

“overarching written scheme of investigation” means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the overarching written scheme of investigation for the purposes of this Order;

“owner”, in relation to land, has the same meaning as in section 7 (interpretation) of the Acquisition of Land Act 1981(a);

“Park Farm planning permission” means planning permission CHL 1890/87 granted by Essex County Council on 15 June 1990 (as amended);

“permissive paths plans” means the plans of that name identified in the table at Schedule 13 (documents and plans to be certified) and which are certified by the Secretary of State as the permissive paths plans for the purposes of this Order;

“permitted preliminary works” means all or any of—

- (a) environmental surveys, geotechnical surveys, intrusive archaeological surveys and other investigations for the purpose of assessing ground conditions and removal of plant and machinery;
- (b) above ground site preparation for temporary facilities for the use of contractors;
- (c) remedial work in respect of any contamination or other adverse ground conditions;
- (d) diversion of existing services and the laying of temporary services;
- (e) the provision of temporary means of enclosure and site security for construction;
- (f) the temporary display of site notices or advertisements; or
- (g) site clearance (including vegetation removal, demolition of structures);

“plot” means any plot as may be identified by reference to a number and which is listed in the book of reference and shown on the land plans;

“relevant planning authority” means the local planning authority for the area in which the land to which the provisions of this Order apply is situated;

“requirements” means those matters set out in Schedule 2 (requirements) and “requirement” means any one of the requirements;

“solar farm works” means that part of the authorised development identified in work numbers 1, 2, 3, 6, 7A, 8, 9 (to the extent work number 9 is to facilitate access to work numbers 1, 2, 3, 6, 7A, 8 and 10), and 10;

“statutory undertaker” means any person falling within section 127(8) (statutory undertakers’ land) of the 2008 Act and includes a public communications provider defined by section 151(1) (interpretation of chapter 1) of the Communications Act 2003(b);

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(a) 1981 c.67.  
(b) 2003 c.21.

“street” means a street within the meaning of section 48 (streets, street works and undertakers) of the 1991 Act, together with land on the verge of a street or between two carriageways, and includes any footpath and part of a street;

“street authority”, in relation to a street, has the same meaning as in Part 3 of the 1991 Act(a);

“streets, access and rights of way plans” means the plans of that name identified in the table at Schedule 13 (documents and plans to be certified) and which are certified by the Secretary of State as the streets, access and rights of way plans for the purposes of this Order;

“street works” means the works listed in article 8(1) (street works);

“subsidiary” has the same meaning as in section 1159 of the Companies Act 2006(b);

“traffic authority” has the same meaning as in section 121A (traffic authorities) of the 1984 Act(c);

“traffic regulation measures plans” means the plans of that name identified in the table at Schedule 13 (documents to be certified) and which are certified by the Secretary of State as the traffic regulation measures plans;

“undertaker” means Longfield Solar Energy Farm Limited (company number 11618210);

“Upper Tribunal” means the Lands Chamber of the Upper Tribunal;

“watercourse” includes every river, stream, creek, ditch, drain, canal, cut, culvert, dyke, sluice, sewer and passage through which water flows except a public sewer or drain;

“vegetation removal plan” means the plan of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the vegetation removal plan for the purposes of this Order;

“works plans” means the plans of that name identified in the table at Schedule 13 (documents and plans to be certified) and which are certified by the Secretary of State as the works plans for the purposes of this Order.

(2) References in this Order to rights over land include references to rights to do or restrain or to place and maintain anything in, on or under land or in the airspace above its surface and to any trusts or incidents (including restrictive covenants) to which the land is subject and references in this Order to the imposition of restrictive covenants are references to the creation of rights over land which interfere with the interests or rights of another and are for the benefit of land which is acquired under this Order or over which rights are created and acquired under this Order or is otherwise comprised in this Order.

(3) All distances, directions, capacities and lengths referred to in this Order are approximate and distances between lines or points on a numbered work comprised in the authorised development and shown on the works plans and streets, access and rights of way plans and traffic regulation measures plans are to be taken to be measured along that work.

(4) References in this Order to numbered works are references to the works comprising the authorised development as numbered in Schedule 1 (authorised development) and shown on the works plans and a reference in this Order to a work designated by a number, or by a combination of letters and numbers, is a reference to the work so designated in that Schedule and a reference to “Work No. 2” or “numbered work 2” means numbered works 2A and 2B inclusive and the same principle applies to such numbered works that contain letters.

(5) In this Order, the expression “includes” is to be construed without limitation.

(6) In this Order, references to any statutory body include that body’s successor bodies.

(7) All areas described in square metres in the book of reference are approximate.

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(a) “street authority” is defined in section 49, which was amended by paragraph 117 of Schedule 1 to the Infrastructure Act (c.7).

(b) 2006 c.46.

(c) Section 121A was inserted by paragraph 70 of Schedule 8 to the 1991 Act, and subsequently amended by section 271 of the Greater London Authority Act 1999 (c.29); section 1(6) of, and paragraphs 70 and 95 of Schedule 1 to the Infrastructure Act 2015; and S.I. 1999/1920 and S.I. 2001/1400.

## PART 2

### PRINCIPAL POWERS

#### **Development consent etc. granted by this Order**

**3.—**(1) Subject to the provisions of this Order and the requirements, the undertaker is granted development consent for the authorised development to be carried out within the Order limits.

(2) Each numbered work must be situated within the corresponding numbered area shown on the works plans and within the limits of deviation.

#### **Operation of generating station**

**4.—**(1) The undertaker is authorised to use and operate the generating station comprised in the authorised development.

(2) This article does not relieve the undertaker of any requirement to obtain any permit or licence under any other legislation that may be required from time to time to authorise the operation of an electricity generating station.

#### **Power to maintain authorised development**

**5.—**(1) The undertaker may at any time maintain the authorised development.

(2) This article only authorises the carrying out of maintenance works within the Order limits.

(3) This article does not authorise the carrying out of any works which are likely to give rise to any materially new or materially different effects that have not been assessed in the environmental statement.

#### **Application and modification of statutory provisions**

**6.—**(1) The following provisions do not apply in relation to the construction of any work or the carrying out of any operation required for the purposes of, or in connection with, the construction, operation, maintenance or decommissioning of any part of the authorised development—

- (a) section 23 (prohibition of obstructions, etc. in watercourses) of the Land Drainage Act 1991(a);
- (b) section 32 (variation of awards)(b) of the Land Drainage Act 1991;
- (c) the provisions of any byelaws made under section 66(c) (powers to make byelaws) of the Land Drainage Act 1991;
- (d) the provisions of any byelaws made under, or having effect as if made under, paragraphs 5, 6 or 6A of Schedule 25 (bylaw making powers of the authority) to the Water Resources Act 1991(d);
- (e) section 118 (consent request for discharge of trade effluent into public sewer) of the Water Industry Act 1991;
- (f) regulation 12 (requirement for environmental permit) of the Environmental Permitting (England and Wales) Regulations 2016(e);

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- (a) 1991 c. 59. Section 23 was amended by paragraph 192(2) of Schedule 22 to the Environment Act 1995 (c. 25), paragraphs 25 and 32 of Schedule 2 to the Flood and Water Management Act 2010 (c. 29) and S.I. 2013/755.
  - (b) Section 32 was amended by S.I. 2013/755.
  - (c) Section 66 was amended by paragraphs 25 and 38 of Schedule 2 to the Flood and Water Management Act 2010 and section 86 of the Water Act 2014 (c. 21).
  - (d) 1991 c. 57. Paragraph 5 was amended by section 100 of the Natural Environment and Rural Communities Act 2006 (c. 16), section 84 of, and paragraph 3 of Schedule 11 to the 2009 Act and S.I. 2013/755. Paragraph 6 was amended by section 105 of, and paragraph 26 of Schedule 15 to, the Environment Act 1995, sections 224, 233 and 321 of and paragraphs 20 and 24 of Schedule 16 and Part 5(B) of Schedule 22 to the 2009 Act and S.I. 2013/755. Paragraph 6A was inserted by section 103(3) of the Environment Act 1995.
  - (e) S.I. 2016/1154. Regulation 12 was amended by S.I. 2018/110.

- (g) the legislation listed in Schedule 3 (legislation to be disapplied) in so far as the provisions still in force are incompatible with the powers contained within this Order; and
- (h) the provisions of the Neighbourhood Planning Act 2017<sup>(a)</sup> insofar as they relate to the temporary possession of land under articles 28 (temporary use of land for constructing the authorised development) and 29 (temporary use of land for maintaining the authorised development) of this Order.

(2) For the purposes of section 9 (requirement of licence for felling) of the Forestry Act 1967<sup>(b)</sup> any felling comprised in the carrying out of any work or operation required for the purposes of, or in connection with, the construction of the authorised development is deemed to be immediately required for the purpose of carrying out development authorised by planning permission granted under the 1990 Act.

(3) Notwithstanding the provisions of section 208 (liability) of the 2008 Act, for the purposes of regulation 6 (meaning of “development”) of the Community Infrastructure Levy Regulations 2010<sup>(c)</sup> any building comprised in the authorised development is deemed to be—

- (a) a building into which people do not normally go; or
- (b) a building into which people go only intermittently for the purpose of inspecting or maintaining fixed plant or machinery.

(4) As from the date on which the permitted preliminary works are carried out or the authorised development is commenced, whichever is the earlier, any conditions of the Park Farm planning permission that relate to the land at plot 1/2C cease to have effect to the extent that they are inconsistent with the authorised development or with anything done or approved under Schedule 2 (requirements).

#### **Defence to proceedings in respect of statutory nuisance**

7.—(1) Where proceedings are brought under section 82(1) (summary proceedings by a person aggrieved by statutory nuisance) of the Environmental Protection Act 1990<sup>(d)</sup> in relation to a nuisance falling within paragraph (g) of section 79(1) (noise emitted from premises so as to be prejudicial to health or a nuisance) of that Act no order may be made, and no fine may be imposed, under section 82(2) of that Act if—

- (a) the defendant shows that the nuisance—
  - (i) relates to premises used by the undertaker for the purposes of or in connection with the construction, maintenance or decommissioning of the authorised development and that the nuisance is attributable to the construction, maintenance or decommissioning of the authorised development in accordance with a notice served under section 60 (control of noise on construction site), or a consent given under section 61 (prior consent for work on construction site) of the Control of Pollution Act 1974; or
  - (ii) is a consequence of the construction, maintenance or decommissioning of the authorised development and that it cannot reasonably be avoided; or
- (b) the nuisance is a consequence of the use of the authorised development and that it cannot be reasonably avoided.

(2) Section 61(9) (consent for work on construction site to include statement that it does not of itself constitute a defence to proceedings under section 82 of the Environmental Protection Act 1990) of the Control of Pollution Act 1974, does not apply where the consent relates to the use of the premises by the undertaker for purposes of, or in connection with, the construction, maintenance or decommissioning of the authorised development.

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(a) 2017 c.20.  
 (b) Section 9 was amended by section 4 of, and paragraph 141 of, Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c. 11) and S.I. 2013/755. There are other amendments to section 9 that are not relevant to this Order.  
 (c) S.I. 2010/948, amended by S.I. 2011/987; there are other amending instruments but none are relevant to this Order.  
 (d) 1990 c.43.

## PART 3 STREETS

### Street Works

8.—(1) The undertaker may, for the purposes of the authorised development, enter on so much of any of the streets specified in Schedule 4 (streets subject to street works) and may—

- (a) break up or open the street, or any sewer, drain or tunnel under it;
- (b) drill, tunnel or bore under the street;
- (c) place and keep apparatus under the street;
- (d) maintain apparatus under the street, change its position or remove it;
- (e) repair, replace or otherwise alter the surface or structure of the street or any culvert under the street; and
- (f) execute any works required for or incidental to any works referred to in sub-paragraphs (a) to (e).

(2) The authority given by paragraph (1) is a statutory right or licence for the purposes of sections 48(3) (streets, street works and undertakers) and 51(1) (prohibition of unauthorised street works) of the 1991 Act.

(3) Where the undertaker is not the street authority, the provisions of sections 54 (notice of certain works) to 106 (index of defined expressions) of the 1991 Act apply to any street works carried out until paragraph (1).

### Power to alter layout, etc., of streets

9.—(1) The undertaker may for the purposes of the authorised development alter the layout of or carry out any works in the street—

- (a) in the case of the streets specified in column 2 of the table in Part 1 (permanent alteration of layout and maintained by the highway authority) and Part 2 (permanent alteration of layout and maintained by the street authority) of Schedule 5 (alteration of streets) permanently in the manner specified in relation to that street in column 3; and
- (b) in the case of the streets as specified in column 2 of the table in Part 3 (temporary alteration of layout) of Schedule 5 (alteration of streets) temporarily in the manner specified in relation to that street in column 3.

(2) Without prejudice to the specific powers conferred by paragraph (1), but subject to paragraphs (3) and (4), the undertaker may, for the purposes of constructing, operating or maintaining the authorised development, alter the layout of any street and, without limitation on the scope of this paragraph, the undertaker may—

- (a) alter the level or increase the width of any kerb, footway, cycle track or verge;
- (b) make and maintain passing places; and
- (c) alter, remove, replace and relocate any street furniture, including bollards, lighting columns, road signs and chevron signs.

(3) The undertaker must restore any street that has been temporarily altered under this Order to the reasonable satisfaction of the street authority.

(4) The powers conferred by paragraph (2) may not be exercised without the consent of the street authority.

(5) Paragraphs (3) and (4) do not apply where the undertaker is the street authority for a street in which the works are being carried out.



## **Construction and maintenance of altered streets**

**10.**—(1) The permanent alterations to each of the streets specified in Part 1 (permanent alteration of layout and maintained by the highway authority) of Schedule 5 (alteration of streets) to this Order must be completed to the reasonable satisfaction of the highway authority and, unless otherwise agreed by the highway authority, the alterations must be maintained by and at the expense of the undertaker for a period of 12 months from their completion and from the expiry of that period by and at the expense of the highway authority.

(2) The permanent alterations to each of the streets specified in Part 2 (permanent alteration of layout and maintained by the street authority) of Schedule 5 (alteration of streets) to this Order must be completed to the reasonable satisfaction of the street authority and must be maintained by the undertaker for a period of 12 months from their completion and from the expiry of that period by and at the expense of the street authority.

(3) Subject to paragraph (4), the temporary alterations to each of the streets specified in Part 3 (temporary alteration of layout) of Schedule 5 (alteration of streets) must be completed to the reasonable satisfaction of the street authority and the temporary alterations must be maintained by and at the expense of the undertaker.

(4) Those restoration works carried out pursuant to article 9(3) (power to alter layout, etc., of streets) must be completed to the reasonable satisfaction of the street authority and must be maintained by the undertaker for a period of 12 months from their completion and from the expiry of that period by and at the expense of the street authority.

(5) In any action against the undertaker in respect of loss or damage resulting from any failure by it to maintain a street under this article, it is a defence (without prejudice to any other defence or the application of the law relating to contributory negligence) to prove that the undertaker had taken such care as in all the circumstances was reasonably required to secure that the part of the street to which the action relates was not dangerous to traffic.

(6) For the purposes of a defence under paragraph (5), a court must in particular have regard to the following matters—

- (a) the character of the street including the traffic which was reasonably to be expected to use it;
- (b) the standard of maintenance appropriate for a street of that character and used by such traffic;
- (c) the state of repair in which a reasonable person would have expected to find the street;
- (d) whether the undertaker knew, or could reasonably have been expected to know, that the condition of the part of the street to which the action relates was likely to cause danger to users of the street; and
- (e) where the undertaker could not reasonably have been expected to repair that part of the street before the cause of action arose, what warning notices of its condition had been displayed,

but for the purposes of such a defence it is not relevant that the undertaker had arranged for a competent person to carry out or supervise the maintenance of that part of the street to which the action relates unless it is also proved that the undertaker had given that person proper instructions with regard to the maintenance of the street and that those instructions had been carried out.

(7) Paragraphs (2) to (6) do not apply where the undertaker is the street authority for a street in which the works are being carried out.

## **Temporary stopping up of public rights of way**

**11.**—(1) The undertaker, during and for the purposes of constructing or maintaining the authorised development, may temporarily stop up, prohibit the use of, restrict the use of, authorise the use of, alter or divert any public right of way and may for any reasonable time—

- (a) divert the traffic or a class of traffic from the street or public right of way;

(b) authorise the use of motor vehicles on classes of public rights of way where, notwithstanding the provisions of this article, there is otherwise no public right to use motor vehicles; and

(c) subject to paragraph (2), prevent all persons from passing along the public right of way.

(2) The undertaker must provide reasonable access for pedestrians going to or from premises abutting a public right of way affected by the temporary stopping up, prohibition, restriction, alteration or diversion of a public right of way under this article if there would otherwise be no such access.

(3) Without prejudice to the generality of paragraph (1), the undertaker may temporarily stop up, prohibit the use of, authorise the use of, restrict the use of, alter or divert—

(a) the public rights of way specified in column 2 of the table in Part 1 (public rights of way to be temporarily stopped up and diverted) of Schedule 6 (public rights of way) to the extent specified in column 3 of that table;

(b) the public rights of way specified in column 2 of the table in Part 2 (permanent use of motor vehicles on public right of way) of Schedule 6 (public rights of way) to the extent specified in column 3 of that table; and

(c) the public rights of way specified in column 2 of the table in Part 3 (temporary management of public rights of way) of Schedule 6 (public rights of way) to the extent specified in column 3 of that table.

(4) The undertaker must not temporarily stop up, prohibit the use of, authorise the use of, restrict the use of, alter or divert—

(a) any public right of way specified in paragraph (3) without first consulting the street authority; and

(b) any other public right of way without the consent of the street authority, and the street authority may attach reasonable conditions to any such consent.

(5) Any person who suffers loss by the suspension of any private right of way under this article is entitled to compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(6) Without prejudice to the scope of paragraph (1), the undertaker may use any public right of way which has been temporarily stopped up under the powers conferred by this article and within the Order limits as a temporary working site.

(7) In this article expressions used in this article and in the 1984 Act have the same meaning.

(8) Nothing in this article prevents the undertaker from temporarily stopping up, prohibiting the use of, authorising the use of, restricting the use of, altering or diverting a public right of way under this article more than once.

## **Access to works**

**12.—**(1) The undertaker may, for the purposes of the authorised development—

(a) form and lay out the permanent means of access, or improve existing means of access, in the locations specified in Part 1 (permanent means of access to works) of Schedule 7 (access to works);

(b) form and lay out the temporary means of access in the location specified in Part 2 (temporary means of access) of Schedule 7; and

(c) with the prior approval of the relevant planning authority after consultation with the highway authority, form and lay out such other means of access or improve existing means of access, at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised development.

(2) The undertaker must restore any access that has been temporarily created under this Order to the reasonable satisfaction of the street authority.

### **Agreements with street authorities**

- 13.—**(1) A street authority and the undertaker may enter into agreements with respect to—
- (a) the strengthening, improvement, repair or reconstruction of any street under the powers conferred by this Order;
  - (b) any stopping up, prohibition, restriction, alteration or diversion of a street authorised by this Order;
  - (c) the undertaking in the street of any of the works referred to in article 8 (street works) and article 10(1)(construction and maintenance of altered streets); or
  - (d) the adoption by a street authority which is the highway authority of works—
    - (i) undertaken on a street which is existing public maintainable highway; or
    - (ii) which the undertaker and highway authority agree to be adopted as public maintainable highway.
- (2) If such an agreement provides that the street authority must undertake works on behalf of the undertaker the agreement may, without prejudice to the generality of paragraph (1)—
- (a) make provision for the street authority to carry out any function under this Order which relates to the street in question;
  - (b) specify a reasonable time for the completion of the works; and
  - (c) contain such terms as to payment and otherwise as the parties consider appropriate.

### **Traffic regulation measures**

**14.—**(1) Subject to the provisions of this article the undertaker may at any time, in the interests of safety and for the purposes of, or in connection with, the construction of the authorised development, temporarily place traffic signs and signals in the extents of the road specified in column 2 of the table in Schedule 8 (traffic regulation measures) and the placing of those traffic signs and signals is deemed to have been permitted by the traffic authority for the purposes of section 65 of the 1984 Act and the Traffic Signs Regulations and General Directions 2016(a).

(2) Subject to the provisions of this article and without limitation to the exercise of the powers conferred by paragraph (1), the undertaker may make temporary provision for the purposes of the construction or decommissioning of the authorised development—

- (a) as to the speed at which vehicles may proceed along any road;
- (b) permitting, prohibiting or restricting the stopping, waiting, loading or unloading of vehicles on any road;
- (c) as to the prescribed routes for vehicular traffic or the direction or priority of vehicular traffic on any road;
- (d) permitting, prohibiting or restricting the use by vehicular traffic or non-vehicular traffic of any road; and
- (e) suspending or amending in whole or in part any order made, or having effect as if made, under the 1984 Act.

(3) No speed limit imposed by or under this Order applies to vehicles falling within regulation 3(4) of the Road Traffic Exemptions (Special Forces) (Variation and Amendment) Regulations 2011(b) when in accordance with regulation 3(5) of those regulations.

(4) Before exercising the power conferred by paragraph (2) the undertaker must—

- (a) consult with the chief officer of police in whose area the road is situated; and
- (b) obtain the written consent of the traffic authority.

(5) The undertaker must not exercise the powers in paragraphs (1) or (2) unless it has—

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(a) S.I. 2016/362.

(b) S.I. 2011/935.

- (a) given not less than 4 weeks' notice in writing of its intention so to do to the chief officer of police and to the traffic authority in whose area the road is situated; and
- (b) not less than 7 days before the provision is to take effect published the undertaker's intention to make the provision in one or more newspaper circulating in the area in which any road to which the provision relates is situated.

(6) Any provision made under the powers conferred by paragraphs (1) or (2) of this article may be suspended, varied or revoked by the undertaker from time to time by subsequent exercise of the powers conferred by paragraph (1) or (2).

(7) Any provision made by the undertaker under paragraphs (1) or (2)—

- (a) must be made by written instrument in such form as the undertaker considers appropriate;
- (b) has effect as if duly made by the traffic authority in whose area the road is situated as a traffic regulation order under the 1984 Act and the instrument by which it is effected may specify specific savings and exemptions to which the provision is subject; and
- (c) is deemed to be a traffic order for the purposes of Schedule 7 to the Traffic Management Act 2004<sup>(a)</sup> (road traffic contraventions subject to civil enforcement).

## PART 4

### SUPPLEMENTAL POWERS

#### Discharge of water

**15.**—(1) Subject to paragraphs (3), (4) and (8) the undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the construction, maintenance or decommissioning of the authorised development and for that purpose may lay down, take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with, the watercourse, public sewer or drain.

(2) Any dispute arising from the making of connections to or the use of a public sewer or drain by the undertaker under paragraph (1) is to be determined as if it were a dispute under section 106 (right to communicate with public sewers) of the Water Industry Act 1991<sup>(b)</sup>.

(3) The undertaker must not discharge any water into any watercourse, public sewer or drain except with the consent of the person to whom it belongs whose consent may be given subject to terms and conditions as that person may reasonably impose.

(4) The undertaker must not make any opening into any public sewer or drain except—

- (a) in accordance with plans approved by the person to whom the sewer or drain belongs; and
- (b) where that person has been given the opportunity to supervise the making of the opening.

(5) Where the undertaker discharges water into, or makes any opening into, a watercourse, public sewer or drain belonging to or under the control of a drainage authority (as defined in Part 6 or Part 8 of Schedule 15 (protective provisions)), the provisions of Part 6 or Part 8 of Schedule 15 (protective provisions) (as appropriate) apply in substitution for the provisions of paragraphs (3) and (4).

(6) The undertaker must take such steps as are reasonably practicable to secure that any water discharged into a watercourse or public sewer or drain pursuant to this article is as free as may be practicable from gravel, soil or other solid substance, oil or matter in suspension.

(7) This article does not authorise the entry into controlled waters of any matter whose entry or discharge into controlled waters requires a licence pursuant to the Environmental Permitting (England and Wales) Regulations 2016<sup>(c)</sup>.

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(a) 2004 c.18.

(b) 1991 c.56.

(c) S.I. 2016/1154.

(8) In this article—

- (a) “public sewer or drain” means a sewer or drain which belongs to Homes England, the Environment Agency, an internal drainage board, a joint planning board, a local authority, a National Park Authority, a sewerage undertaker or an urban development corporation; and
- (b) other expressions, excluding watercourse, used both in this article and in the Water Resources Act 1991(a) have the same meaning as in that Act.

### **Removal of human remains**

16.—(1) Before the undertaker constructs any part of the authorised development or carries out works which will or may disturb any human remains in the Order limits it must remove those human remains from the Order limits, or cause them to be removed, in accordance with the following provisions of this article.

(2) Before any such remains are removed from the Order limits the undertaker must give notice of the intended removal, describing the Order limits and stating the general effect of the following provisions of this article, by—

- (a) publishing a notice once in each of two successive weeks in a newspaper circulating in the area of the authorised development; and
- (b) displaying a notice in a conspicuous place on or near the Order limits.

(3) As soon as reasonably practicable after the first publication of a notice under paragraph (2) the undertaker must send a copy of the notice to the relevant planning authority.

(4) At any time within 56 days after the first publication of a notice under paragraph (2) any person who is a personal representative or relative of any deceased person whose remains are interred in the Order limits may give notice in writing to the undertaker of that person’s intention to undertake the removal of the remains.

(5) Where a person has given notice under paragraph (4), and the remains in question can be identified, that person may cause such remains to be—

- (a) removed and reinterred in any burial ground or cemetery in which burials may legally take place; or
- (b) removed to, and cremated in, any crematorium, and that person must, as soon as reasonably practicable after such reinterment or cremation, provide to the undertaker a certificate for the purpose of enabling compliance with paragraph (10).

(6) If the undertaker is not satisfied that any person giving notice under paragraph (4) is the personal representative or relative as that person claims to be, or that the remains in question can not be identified, the question is to be determined on the application of either party in a summary manner by the county court, and the court may make an order specifying who is to remove the remains and as to the payment of the costs of the application.

(7) The undertaker must pay the reasonable expenses of removing and reintering or cremating the remains of any deceased person under this article.

(8) If—

- (a) within the period of 56 days referred to in paragraph (4) no notice under that paragraph has been given to the undertaker in respect of any remains in the Order limits; or
- (b) such notice is given and no application is made under paragraph (6) within 56 days after the giving of the notice but the person who gave the notice fails to remove the remains within a further period of 56 days; or
- (c) within 56 days after any order is made by the county court under paragraph (6) any person, other than the undertaker, specified in the order fails to remove the remains; or
- (d) it is determined that the remains to which any such notice relates cannot be identified,

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(a) 1991 c.57.

subject to paragraph (10) the undertaker must remove the remains and cause them to be reinterred in such burial ground or cemetery in which burials may legally take place as the undertaker thinks suitable for the purpose; and, so far as possible, remains from individual graves must be reinterred in individual containers which must be identifiable by a record prepared with reference to the original position of burial of the remains that they contain.

(9) If the undertaker is satisfied that any person giving notice under paragraph (4) is the personal representative or relative as that person claims to be and that the remains in question can be identified, but that person does not remove the remains, the undertaker must comply with any reasonable request that person may make in relation to the removal and reinterment or cremation of the remains.

(10) On the reinterment or cremation of any remains under this article—

- (a) a certificate of reinterment or cremation must be sent by the undertaker to the Registrar General by the undertaker giving the date of reinterment or cremation and identifying the place from which the remains were removed and the place in which they were reinterred or cremated; and
- (b) a copy of the certificate of reinterment or cremation and the record mentioned in paragraph (8) must be sent by the undertaker to the relevant planning authority mentioned in paragraph (3).

(11) The removal of the remains of any deceased person under this article must be carried out in accordance with any directions which may be given by the Secretary of State.

(12) Any jurisdiction or function conferred on the county court by this article may be exercised by the district judge of the court.

(13) Section 25 (offence of removal of body from burial ground) of the Burial Act 1857(a) is not to apply to a removal carried out in accordance with this article.

### **Protective works to buildings**

**17.—**(1) Subject to the following provisions of this article, the undertaker may at its own expense carry out such protective works to any building lying within the Order land as the undertaker considers necessary or expedient.

(2) Protective works may be carried out—

- (a) at any time before or during the construction of any part of the authorised development in the vicinity of the building; or
- (b) after the completion of that part of the authorised development in the vicinity of the building at any time up to the end of the period of five years beginning with the date of final commissioning.

(3) For the purpose of determining how the powers under this article are to be exercised, the undertaker may enter and survey any building falling within paragraph (1) and any land within its curtilage.

(4) For the purpose of carrying out protective works under this article to a building, the undertaker may (subject to paragraphs (5) and (6))—

- (a) enter the building and any land within its curtilage; and
- (b) where the works cannot be carried out reasonably conveniently without entering land which is adjacent to the building but outside its curtilage, enter the adjacent land (but not any building erected on it).

(5) Before exercising—

- (a) a right under paragraph (1) to carry out protective works to a building;
- (b) a right under paragraph (3) to enter a building and land within its curtilage;

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(a) 1857 c.81. Substituted by Church of England (Miscellaneous Provisions) Measure 2014 No. 1 s.2 (January 1, 2015: substitution has effect subject to transitional and saving provisions specified in SI 2014/2077 Sch.1 paras 1 and 2).

- (c) a right under paragraph (4)(a) to enter a building and land within its curtilage; or
- (d) a right under paragraph (4)(b) to enter land,

the undertaker must, except in the case of emergency, serve on the owners and occupiers of the building or land not less than 14 days' notice of its intention to exercise that right and, in a case falling within sub-paragraph (a), (c) or (d), specifying the protective works proposed to be carried out.

(6) Where a notice is served under paragraph (5)(a), (5)(c) or (5)(d), the owner or occupier of the building or land concerned may, by serving a counter-notice within the period of 10 days beginning with the day on which the notice was served, require the question whether it is necessary or expedient to carry out the protective works or to enter the building or land to be referred to arbitration under article 40 (arbitration).

(7) The undertaker must compensate the owners and occupiers of any building or land in relation to which rights under this article have been exercised for any loss or damage arising to them by reason of the exercise of those rights.

(8) Where—

- (a) protective works are carried out under this article to a building; and
- (b) within the period of five years beginning with the date of final commissioning it appears protective works are inadequate to protect the building against damage caused by the construction or use of that part of the authorised development, the undertaker must compensate the owners and occupiers of the building for any loss or damage sustained by them.

(9) Nothing in this article relieves the undertaker from any liability to pay compensation under section 10(2)(compensation for injurious affection) of the 1965 Act.

(10) Any compensation payable under paragraph (7) or (8) must be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(11) In this article “protective works” in relation to a building means—

- (a) underpinning, strengthening and any other works the purpose of which is to prevent damage which may be caused to the building by the construction, maintenance or use of the authorised development; and
- (b) any works the purpose of which is to remedy any damage which has been caused to the building by the construction, maintenance or use of the authorised development.

### **Authority to survey and investigate the land**

**18.—**(1) The undertaker may for the purposes of this Order enter on any land shown within the Order limits or which may be affected by the authorised development or upon which entry is required in order to carry out monitoring or surveys in respect of the authorised development and—

- (a) survey or investigate the land;
- (b) without prejudice to the generality of sub-paragraph (a), make trial holes in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer and subsoil and remove soil samples;
- (c) without prejudice to the generality of sub-paragraph (a), carry out ecological or archaeological investigations on such land; and
- (d) place on, leave on and remove from the land apparatus for use in connection with the survey and investigation of land and making of trial holes.

(2) No land may be entered or equipment placed or left on or removed from the land under paragraph (1) unless at least 14 days' notice has been served on every owner and occupier of the land.

(3) Any person entering land under this article on behalf of the undertaker—

- (a) must, if so required before entering the land, produce written evidence of their authority to do so; and
  - (b) may take with them such vehicles and equipment as are necessary to carry out the survey or investigation or to make the trial holes.
- (4) No trial holes are to be made under this article—
- (a) in land located within the highway boundary without the consent of the highway authority; or
  - (b) in a private street without the consent of the street authority.
- (5) The undertaker must compensate the owners and occupiers of the land for any loss or damage arising by reason of the exercise of the authority conferred by this article, such compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.
- (6) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the entry onto, or possession of, land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

## PART 5

### POWERS OF ACQUISITION

#### **Compulsory acquisition of land**

**19.**—(1) The undertaker may acquire compulsorily so much of the Order land as is required for the authorised development, or to facilitate it, or as is incidental to it.

(2) This article is subject to paragraph (2) of article 21 (compulsory acquisition of rights) and article 28 (temporary use of land for constructing the authorised development).

#### **Time limit for exercise of authority to acquire land compulsorily**

**20.**—(1) After the end of the period of five years beginning on the day on which this Order is made—

- (a) no notice to treat is to be served under Part 1 (compulsory purchase under Acquisition of Land Act 1946) of the 1965 Act; and
- (b) no declaration is to be executed under section 4 (execution of declaration) of the 1981 Act as applied by article 23 (application of the 1981 Act).

(2) The authority conferred by article 28 (temporary use of land for constructing the authorised development) ceases at the end of the period referred to in paragraph (1), except that nothing in this paragraph prevents the undertaker remaining in possession of land after the end of that period, if the land was entered and possession was taken before the end of that period.

#### **Compulsory acquisition of rights**

**21.**—(1) Subject to paragraph (2) and article 28 (temporary use of land for constructing the authorised development), the undertaker may acquire compulsorily such rights over the Order land or impose such restrictive covenants over the Order land as may be required for any purpose for which that land may be acquired under article 19 (compulsory acquisition of land), by creating them as well as by acquiring rights already in existence.

(2) Subject to the provisions of this paragraph, article 22 (private rights) and article 30 (statutory undertakers), in the case of the Order land specified in column 1 of Schedule 9 (land in which only new rights etc. may be acquired) the undertaker's powers of compulsory acquisition are limited to the acquisition of such new rights and the imposition of restrictive covenants for the purpose specified in relation to that land in column 2 of that Schedule.



(3) Subject to section 8 (other provisions as to divided land) and Schedule 2A (counter-notice requiring purchase of land) of the 1965 Act (as substituted by paragraph 5(8) of Schedule 10 (modification of compensation and compulsory purchase enactments for the creation of new rights and imposition of new restrictive covenants)), where the undertaker creates or acquires an existing right over land or the benefit of a restrictive covenant under paragraph (1) or (2), the undertaker is not required to acquire a greater interest in that land.

(4) Schedule 10 (modification of compensation and compulsory purchase enactments for the creation of new rights and imposition of new restrictive covenants) has effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their application in relation to the compulsory acquisition under this article of a right over land by the creation of a new right or the imposition of restrictive covenants.

(5) In any case where the acquisition of new rights or imposition of a restriction under paragraph (1) or (2) is required for the purpose of diverting, replacing or protecting apparatus of a statutory undertaker, the undertaker may, with the consent of the Secretary of State, transfer the power to acquire such rights to the statutory undertaker in question.

(6) The exercise by a statutory undertaker of any power in accordance with a transfer under paragraph (5) is subject to the same restrictions, liabilities and obligations as would apply under this Order if that power were exercised by the undertaker.

### **Private rights**

**22.**—(1) Subject to the provisions of this article, all private rights over land subject to compulsory acquisition under this Order are extinguished—

- (a) from the date of acquisition of the land, or of the right, or of the benefit of the restrictive covenant by the undertaker, whether compulsorily or by agreement; or
- (b) on the date of entry on the land by the undertaker under section 11(1) (power of entry) of the 1965 Act,

whichever is the earliest.

(2) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to the compulsory acquisition of rights or the imposition of restrictive covenants under article 21 (compulsory acquisition of rights) cease to have effect in so far as their continuance would be inconsistent with the exercise of the right or compliance with the restrictive covenant—

- (a) as from the date of the acquisition of the right or imposition of the restrictive covenant by the undertaker (whether the right is acquired compulsorily, by agreement or through the grant of a lease of the land by agreement); or
- (b) on the date of entry on the land by the undertaker under section 11(1) (power of entry) of the 1965 Act in pursuance of the right; or
- (c) on commencement of any activity authorised by the Order which interferes with or breaches those rights,

whichever is the earliest.

(3) Subject to the provisions of this article, all private rights or restrictive covenants over land of which the undertaker takes temporary possession under this Order are suspended and unenforceable, in so far as their continuance would be inconsistent with the purpose for which temporary possession is taken, for as long as the undertaker remains in lawful possession of the land.

(4) Any person who suffers loss by the extinguishment or suspension of any private right or restrictive covenant under this article is entitled to compensation in accordance with the terms of section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act to be determined, in case of dispute, under Part 1 of the 1961 Act.

(5) This article does not apply in relation to any right to which section 138 (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) of the 2008 Act or article 30 (statutory undertakers) applies.

- (6) Paragraphs (1) to (3) have effect subject to—
- (a) any notice given by the undertaker before—
    - (i) the completion of the acquisition of the land or the acquisition of rights or the imposition of restrictive covenants over or affecting the land;
    - (ii) the undertaker’s appropriation of the land;
    - (iii) the undertaker’s entry onto the land; or
    - (iv) the undertaker’s taking temporary possession of the land,
 that any or all of those paragraphs do not apply to any right specified in the notice; or
  - (b) any agreement made at any time between the undertaker and the person in or to whom the right in question is vested or belongs.
- (7) If an agreement referred to in paragraph (6)(b)—
- (a) is made with a person in or to whom the right is vested or belongs; and
  - (b) is expressed to have effect also for the benefit of those deriving title from or under that person,

the agreement is effective in respect of the persons so deriving title, whether that title was derived before or after the making of the agreement.

(8) References in this article to private rights over land include any right of way, trust, incident, restrictive covenant, easement, liberty, privilege, right or advantage annexed to land and adversely affecting other land, including any natural right to support; and include restrictions as to the user of land arising by virtue of a contract, agreement or undertaking having that effect.

### **Application of the 1981 Act**

- 23.**—(1) The 1981 Act applies as if this Order were a compulsory purchase order.
- (2) The 1981 Act, as applied by paragraph (1), has effect with the following modifications.
- (3) In section 1 (application of the Act), for subsection 2 substitute—
- “(2) This section applies to any Minister, any local or other public authority or any other body or person authorised to acquire land by means of a compulsory purchase order.”.
- (4) In section 5(2) (earliest date for execution of declaration) omit the words from “and this subsection” to the end.
- (5) Section 5A (time limit for general vesting declaration) is omitted(a).
- (6) In section 5B(1) (extension of time limit during challenge) for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order), the three year period mentioned in 5A” substitute “section 118 (legal challenges relating to applications for orders granting development consent) of the 2008 Act, the five year period mentioned in article 20 (time limit for exercise of authority to acquire land compulsorily) of the Longfield Solar Farm Order [20\*\*].”.
- (7) In section 6 (notices after extension of declaration), in subsection (1)(b) for “section 15 of, or paragraph 6 of Schedule 1 to, the Acquisition of Land Act 1981” substitute “section 134 (notice of authorisation of compulsory acquisition) of the Planning Act 2008”.
- (8) In section 7 (constructive notice to treat), in subsection (1)(a) omit the words “(as modified by section 4 of the Acquisition of Land Act 1981)”.
- (9) In Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration), for paragraph 1(2) substitute—
- “(2) But see article 24(3) (acquisition of subsoil only) of the Longfield Solar Farm Order [20\*\*], which excludes the acquisition of subsoil only from this Schedule.”.

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(a) Section 5A to the 1981 Act was inserted by section 182(2) of the Housing and Planning Act 2016 (c.22).

(10) References to the 1965 Act in the 1981 Act must be construed as references to the 1965 Act as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act (and as modified by article 26 (modification of Part 1 of the Compulsory Purchase Act 1965)) to the compulsory acquisition of land under this Order.

#### **Acquisition of subsoil only**

**24.**—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil of the land referred to in paragraph (1) of article 19 (compulsory acquisition of land) or article 21 (compulsory acquisition of rights) as may be required for any purpose for which that land may be acquired under that provision instead of acquiring the whole of the land.

(2) Where the undertaker acquires any part of, or rights in, the subsoil of land, the undertaker is not required to acquire an interest in any other part of the land.

(3) The following do not apply in connection with the exercise of the power under paragraph (1) in relation to subsoil only—

- (a) Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act;
- (b) Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration) to the 1981 Act; and
- (c) section 153(4A) (blighted land: proposed acquisition of part interest; material detriment test) of the 1990 Act.

(4) Paragraphs (2) and (3) are to be disregarded where the undertaker acquires a cellar, vault, arch or other construction forming part of a house, building or manufactory.

#### **Power to override easements and other rights**

**25.**—(1) Any authorised activity which takes place on land within the Order land (whether the activity is undertaken by the undertaker or by any person deriving title from the undertaker or by any contractors, servants or agents of the undertaker) is authorised by this Order if it is done in accordance with the terms of this Order, notwithstanding that it involves—

- (a) an interference with an interest or right to which this article applies; or
- (b) a breach of a restriction as to the user of land arising by virtue of a contract.

(2) In this article “authorised activity” means—

- (a) the erection, construction or maintenance of any part of the authorised development;
- (b) the exercise of any power authorised by the Order; or
- (c) the use of any land within the Order land (including the temporary use of land).

(3) The interests and rights to which this article applies include any easement, liberty, privilege, right or advantage annexed to land and adversely affecting other land, including any natural right to support and include restrictions as to the user of land arising by the virtue of a contract.

(4) Where an interest, right or restriction is overridden by paragraph (1), compensation—

- (a) is payable under section 7 (measure of compensation in case of severance) or 10 (further provision as to compensation for injurious affection) of the 1965 Act; and
- (b) is to be assessed in the same manner and subject to the same rules as in the case of other compensation under those sections where—
  - (i) the compensation is to be estimated in connection with a purchase under that Act; or
  - (ii) the injury arises from the execution of works on or use of land acquired under that Act.

(5) Where a person deriving title under the undertaker by whom the land in question was acquired—

- (a) is liable to pay compensation by virtue of paragraph (4); and

(b) fails to discharge that liability,  
the liability is enforceable against the undertaker.

(6) Nothing in this article is to be construed as authorising any act or omission on the part of any person which is actionable at the suit of any person on any grounds other than such an interference or breach as is mentioned in paragraph (1).

### **Modification of Part 1 of the Compulsory Purchase Act 1965**

26.—(1) Part 1 of the 1965 Act (compulsory acquisition under Acquisition of Land Act 1946), as applied to this Order by section 125 (application of compulsory acquisition provisions) of the 2008 Act, is modified as follows.

(2) In section 4A(1) (extension of time limit during challenge)—  
for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order), the three year period mentioned in section 4” substitute “section 118 (legal challenges relating to applications for orders granting development consent) of the 2008 Act, the five year period mentioned in article 20 (time limit for exercise of authority to acquire land compulsorily) of the Longfield Solar Farm Order [20\*\*]”.

(3) In section 11A (powers of entry: further notice of entry)—

- (a) in subsection (1)(a), after “land” insert “under that provision”; and
- (b) in subsection (2), after “land” insert “under that provision”.

(4) In section 22(2) (expiry of time limit for exercise of compulsory purchase power not to affect acquisition of interests omitted from purchase), for “section 4 of this Act” substitute “article 20 (time limit for exercise of authority to acquire land compulsorily) of the Longfield Solar Farm Order [20\*\*]”.

(5) In Schedule 2A (counter-notice requiring purchase of land not in notice to treat)—

- (a) for paragraphs 1(2) and 14(2) substitute—  
“(2) But see article 24(3) (acquisition of subsoil only) of the Longfield Solar Farm Order [20\*\*], which excludes the acquisition of subsoil only from this Schedule”; and
- (b) after paragraph 29 insert—

## **“PART 4**

### **INTERPRETATION**

30. In this Schedule, references to entering on and taking possession of land do not include doing so under article 17 (protective works to buildings), article 28 (temporary use of land for constructing the authorised development) or article 29 (temporary use of land for maintaining the authorised development) of the Longfield Solar Farm Order [20\*\*].”.

### **Rights under or over streets**

27.—(1) The undertaker may enter on, appropriate and use so much of the subsoil of or airspace over any street within the Order limits as may be required for the purposes of the authorised development and may use the subsoil or airspace for those purposes or any other purpose ancillary to the authorised development.

(2) Subject to paragraph (3), the undertaker may exercise any power conferred by paragraph (1) in relation to a street without being required to acquire any part of the street or any easement or right in the street.

(3) Paragraph (2) does not apply in relation to—

- (a) any subway or underground building; or

- (b) any cellar, vault, arch or other construction in, on or under a street which forms part of a building fronting onto the street.

(4) Subject to paragraph (5), any person who is an owner or occupier of land appropriated under paragraph (1) without the undertaker acquiring any part of that person's interest in the land, and who suffers loss as a result, is entitled to compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(5) Compensation is not payable under paragraph (4) to any person who is an undertaker to whom section 85 (sharing cost of necessary measures) of the 1991 Act applies in respect of measures of which the allowable costs are to be borne in accordance with that section.

### **Temporary use of land for constructing the authorised development**

**28.**—(1) The undertaker may, in connection with the construction of the authorised development—

- (a) enter on and take temporary possession of—
  - (i) so much of the land specified in column (1) of the table in Schedule 11 (land of which temporary possession may be taken) for the purpose specified in relation to the land in column (2) of that table; and
  - (ii) any other Order land in respect of which no notice of entry has been served under section 11 of the 1965 Act (powers of entry) and no declaration has been made under section 4 of the 1981 Act (execution of declaration);
- (b) remove any agricultural plant and apparatus, fences, debris and vegetation from that land;
- (c) construct temporary works, haul roads, security fencing, bridges, structures and buildings on that land;
- (d) use the land for the purposes of a temporary working site with access to the working site in connection with the authorised development;
- (e) construct any works on that land as are mentioned in Schedule 1 (authorised development); and
- (f) carry out mitigation works required under the requirements in Schedule 2 (requirements).

(2) Paragraph (1) does not authorise the undertaker to take temporary possession of—

- (a) any house or garden belonging to a house; or
- (b) any building (other than a house) if it is for the time being occupied.

(3) Not less than 28 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(4) The undertaker must not remain in possession of any land under this article for longer than reasonably necessary, and in any event must not, without the agreement of the owners of the land, remain in possession of any land under this article—

- (a) in the case of the land referred to in paragraph 28(1)(a)(i) after the end of the period of one year beginning with the date of final commissioning of the part of the authorised development for which temporary possession of the land was taken; or
- (b) in the case of land referred to in paragraph 28(1)(a)(ii) after the end of the period of one year beginning with the date of final commissioning of the part of the authorised development for which temporary possession of the land was taken unless the undertaker has, before the end of that period, served a notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act in relation to that land.

(5) Unless the undertaker has served notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act or otherwise acquired the land or rights over land subject to temporary possession, the undertaker must before giving up possession of land of which temporary possession has been taken under this article, remove all works and restore the land to the reasonable satisfaction of the owners of the land; but the undertaker is not required to—

- (a) replace any building, structure, drain or electric line removed under this article;
- (b) remove any drainage works installed by the undertaker under this article;
- (c) remove any new road surface or other improvements carried out under this article to any street specified in Schedule 4 (streets subject to street works); or
- (d) restore the land on which any works have been carried out under paragraph (1)(f) insofar as the works relate to mitigation works identified in the environmental statement or required pursuant to the requirements in Schedule 2 (requirements).

(6) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of any power conferred by this article.

(7) Any dispute as to a person's entitlement to compensation under paragraph (6), or as to the amount of the compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(8) Nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the carrying out of the authorised development, other than loss or damage for which compensation is payable under paragraph (6).

(9) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(10) The undertaker must not compulsorily acquire, acquire new rights over or impose restrictive covenants over, the land referred to in paragraph 28(1)(a)(i) under this Order.

(11) Nothing in this article precludes the undertaker from –

- (a) creating and acquiring new rights or imposing restrictions over any part of the Order land identified in Schedule 9 (land in which only new rights etc. may be acquired); or
- (b) acquiring any part of the subsoil of (or rights in the subsoil of) that land under article 24 (acquisition of subsoil only) or any part of the subsoil of or airspace over that land under article 27 (rights under or over streets).

(12) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use of land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

(13) Nothing in this article prevents the taking of temporary possession more than once in relation to any land that the undertaker takes temporary possession of under this article.

### **Temporary use of land for maintaining the authorised development**

**29.—**(1) Subject to paragraph (2), at any time during the maintenance period relating to any part of the authorised development, the undertaker may—

- (a) enter on and take temporary possession of any land within the Order land if such possession is reasonably required for the purpose of maintaining the authorised development;
- (b) enter on any land within the Order land for the purpose of gaining such access as is reasonably required for the purpose of maintaining the authorised development; and
- (c) construct such temporary works (including the provision of means of access) and buildings on the land as may be reasonably necessary for that purpose.

(2) Paragraph (1) does not authorise the undertaker to take temporary possession of—

- (a) any house or garden belonging to a house; or
- (b) any building (other than a house) if it is for the time being occupied.

(3) Not less than 28 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(4) The undertaker may only remain in possession of land under this article for so long as may be reasonably necessary to carry out the maintenance of the part of the authorised development for which possession of the land was taken.

(5) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land.

(6) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of this article.

(7) Any dispute as to a person's entitlement to compensation under paragraph (6), or as to the amount of the compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(8) Nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the maintenance of the authorised development, other than loss or damage for which compensation is payable under paragraph (6).

(9) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(10) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use of land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

(11) In this article "the maintenance period" means the period of five years beginning with the date of final commissioning of the part of the authorised development for which temporary possession is required under this article.

### **Statutory undertakers**

- 30.—**(1) Subject to the provisions of Schedule 15 (protective provisions) the undertaker may—
- (a) acquire compulsorily, or acquire new rights or impose restrictive covenants over, the land belonging to statutory undertakers shown on the land plans within the Order land; and
  - (b) extinguish the rights of, remove, relocate the rights of or reposition the apparatus belonging to statutory undertakers over or within the Order land.

### **Apparatus and rights of statutory undertakers in stopped up streets**

**31.** Where a street is altered or diverted or its use is temporarily prohibited or restricted under article 8 (street works), article 9 (power to alter layout, etc., of streets), article 10 (construction and maintenance of altered streets) or article 11 (temporary stopping up of public rights of way) any statutory undertaker whose apparatus is under, in, on, along or across the street has the same powers and rights in respect of that apparatus, subject to Schedule 15 (protective provisions), as if this Order had not been made.

### **Recovery of costs of new connections**

**32.—**(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 30 (statutory undertakers) any person who is the owner or occupier of premises to which a supply was given from that apparatus is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of effecting a connection between the premises and any other apparatus from which a supply is given.

(2) Paragraph (1) does not apply in the case of the removal of a public sewer but where such a sewer is removed under article 30 (statutory undertakers), any person who is—

- (a) the owner or occupier of premises the drains of which communicated with that sewer; or

(b) the owner of a private sewer which communicated with that sewer, is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of making the drain or sewer belonging to that person communicate with any other public sewer or with a private sewerage disposal plant.

(3) This article does not have effect in relation to apparatus to which Part 3 (street works in England and Wales) of the 1991 Act applies.

(4) In this article—

“public communications provider” has the same meaning as in section 151(1) (interpretation of Chapter 1) of the Communications Act 2003(a); and

“public utility undertaker” has the same meaning as in the 1980 Act.

## PART 6

### MISCELLANEOUS AND GENERAL

#### **Benefit of the Order**

33. Subject to article 34 (consent to transfer the benefit of the Order), the provisions of this Order have effect solely for the benefit of the undertaker save for the Bulls Lodge substation works in relation to which the provisions of this Order have effect for the benefit of the undertaker and NGET and Work No. 6(k) in relation to which the provisions of this Order have effect for the benefit of the undertaker and UK Power Networks Limited.

#### **Consent to transfer the benefit of the Order**

34.—(1) Subject to the powers of this Order, the undertaker may—

- (a) transfer to another person (“the transferee”) any or all of the benefit of the provisions of this Order and such related statutory rights as may be agreed between the undertaker and the transferee; and
- (b) grant to another person (“the lessee”) for a period agreed between the undertaker and the lessee any or all of the benefit of the provisions of this Order and such related statutory rights as may be so agreed.

(2) Where a transfer or grant has been made references in this Order to the undertaker, except in paragraph (8), are to include references to the transferee or lessee.

(3) The prior written consent of the Secretary of State is required for the exercise of the powers of paragraph (1) except where—

- (a) the transferee or lessee is NGET;
- (b) the transferee or lessee is the holder of a licence under section 6 (licences authorising supply etc.) of the 1989 Act;
- (c) the transferee or lessee is a holding company or subsidiary of the undertaker; or
- (d) the time limits for claims for compensation in respect of the acquisition of land or effects upon land under this Order have elapsed and—
  - (i) no such claims have been made;
  - (ii) any such claim has been made and has been compromised or withdrawn;
  - (iii) compensation has been paid in full and final settlement of any such claim;
  - (iv) payment of compensation into court has taken place in lieu of settlement of any such claim; or

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(a) 2003 c.21.



- (v) it has been determined by a tribunal or court of competent jurisdiction in respect of any such claim that no compensation is payable.

(4) Where the consent of the Secretary of State is not required, the undertaker must notify the Secretary of State, the relevant planning authorities and Essex County Council in writing before transferring or granting a benefit referred to in paragraph (1).

(5) The notification referred to in paragraph (4) must state—

- (a) the name and contact details of the person to whom the benefit of the powers will be transferred or granted;
- (b) subject to paragraph (6), the date on which the transfer will take effect;
- (c) the powers to be transferred or granted;
- (d) pursuant to paragraph (8), the restrictions, liabilities and obligations that will apply to the person exercising the powers transferred or granted; and
- (e) where relevant, a plan showing the works or areas to which the transfer or grant relates.

(6) The date specified under paragraph (5)(b) must not be earlier than the expiry of 14 working days from the date of the receipt of the notification.

(7) The notification given must be signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted as specified in that notification.

(8) Where the undertaker has transferred any benefit, or for the duration of any period during which the undertaker has granted any benefit—

- (a) the benefit transferred or granted (“the transferred benefit”) must include any rights that are conferred, and any obligations that are imposed, by virtue of the provisions to which the benefit relates;
- (b) the transferred benefit will reside exclusively with the transferee or, as the case may be, the lessee and the transferred benefit will not be enforceable against the undertaker; and
- (c) the exercise by a person of any benefits or rights conferred in accordance with any transfer or grant is subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.

### **Application of landlord and tenant law**

**35.**—(1) This article applies to—

- (a) any agreement for leasing to any person the whole or any part of the authorised development or the right to operate the same; and
- (b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised development, or any part of it,

so far as any such agreement relates to the terms on which any land which is the subject of a lease granted by or under that agreement is to be provided for that person’s use.

(2) No enactment or rule of law regulating the rights and obligations of landlords and tenants prejudices the operation of any agreement to which this article applies.

(3) Accordingly, no such enactment or rule of law applies in relation to the rights and obligations of the parties to any lease granted by or under any such agreement, so as to—

- (a) exclude or in any respect modify any of the rights and obligations of those parties under the terms of the lease, whether with respect to the termination of the tenancy or any other matter;
- (b) confer or impose on any such party any right or obligation arising out of or connected with anything done or omitted on or in relation to land which is the subject of the lease, in addition to any such right or obligation provided for by the terms of the lease; or
- (c) restrict the enforcement (whether by action for damages or otherwise) by any party to the lease of any obligation of any other party under the lease.

### **Operational land for purposes of the 1990 Act**

36. Development consent granted by this Order is to be treated as specific planning permission for the purposes of section 264(3)(a) (cases in which land is to be treated as operational land) of the 1990 Act.

### **Felling or lopping of trees and removal of hedgerows**

37.—(1) The undertaker may fell or lop any tree or shrub near any part of the authorised development or cut back its roots, if it reasonably believes it to be necessary to do so to prevent the tree or shrub from—

- (a) obstructing or interfering with the construction, maintenance, operation or decommissioning of the authorised development or any apparatus used in connection with the authorised development;
- (b) constituting a danger to persons using the authorised development; or
- (c) obstructing or interfering with the passage of construction vehicles to the extent necessary for the purposes of construction or decommissioning of the authorised development.

(2) In carrying out any activity authorised by paragraph (1) the undertaker must do no unnecessary damage to any tree or shrub and must pay compensation to any person for any loss or damage arising from such activity.

(3) Any dispute as to a person's entitlement to compensation under paragraph (2), or as to the amount of compensation, is to be determined under Part 1 of the 1961 Act.

(4) The undertaker may, for the purposes of the authorised development and subject to paragraph (2) remove the hedgerows specified in column 2 of the table in Schedule 12 (hedgerows to be removed) for the purpose specified in relation to the relevant hedgerow in column 3 of that table.

(5) The undertaker may not pursuant to paragraphs (1) and (4) fell or lop a tree or remove hedgerows within the extent of the publicly maintainable highway without the prior consent of the highway authority.

(6) In this article "hedgerow" has the same meaning as in the Hedgerows Regulations 1997(a).

### **Trees subject to tree preservation orders**

38.—(1) The undertaker may fell or lop any tree that is subject to a tree preservation order within or overhanging land within the Order limits or cut back its roots, if it reasonably believes it to be necessary to do so in order to prevent the tree from obstructing or interfering with the construction, maintenance, operation or decommissioning of the authorised development or any apparatus used in connection with the authorised development.

(2) In carrying out any activity authorised by paragraph (1)—

- (a) the undertaker must do no unnecessary damage to any tree and must pay compensation to any person for any loss or damage arising from such activity; and
- (b) the duty contained in section 206(1) (replacement of trees) of the 1990 Act does not apply.

(3) The authority given by paragraph (1) constitutes a deemed consent under the relevant tree preservation order.

(4) Any dispute as to a person's entitlement to compensation under paragraph (2), or as to the amount of compensation, is to be determined under Part 1 of the 1961 Act.

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(a) S.I. 1997/1160.

### **Certification of plans and documents, etc.**

**39.**—(1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of all documents and plans listed in the table at Schedule 13 (documents and plans to be certified) for certification that they are true copies of the documents referred to in this Order.

(2) A plan or document so certified is admissible in any proceedings as evidence of the contents of the document of which it is a copy.

### **Arbitration**

**40.**—(1) Any difference under any provision of this Order, unless otherwise provided for, is to be referred to and settled in arbitration in accordance with the rules set out in Schedule 14 (arbitration rules) of this Order, by a single arbitrator to be agreed upon by the parties, within 14 days of receipt of the notice of arbitration, or if the parties fail to agree within the time period stipulated, to be appointed on application of either party (after giving written notice to the other) by the Secretary of State.

(2) Any matter for which the consent or approval of the Secretary of State is required under any provision of this Order is not subject to arbitration.

### **Protective Provisions**

**41.** Schedule 15 (protective provisions) has effect.

### **Service of notices**

**42.**—(1) A notice or other document required or authorised to be served for the purposes of this Order may be served—

- (a) by post;
- (b) by delivering it to the person on whom it is to be served or to whom it is to be given or supplied; or
- (c) with the consent of the recipient and subject to paragraphs (6) to (8), by electronic transmission.

(2) Where the person on whom a notice or other document to be served for the purposes of this Order is a body corporate, the notice or document is duly served if it is served on the secretary or clerk of that body.

(3) For the purposes of section 7 (references to service by post) of the Interpretation Act 1978(a) as it applies for the purposes of this article, the proper address of any person in relation to the service on that person of a notice or document under paragraph (1) is, if that person has given an address for service, that address and otherwise—

- (a) in the case of the secretary or clerk of a body corporate, the registered or principal office of that body; and
- (b) in any other case, the last known address of that person at that time of service.

(4) Where for the purpose of this Order a notice or other document is required or authorised to be served on a person as having an interest in, or as the occupier of, land and the name or address of that person cannot be ascertained after reasonable enquiry, the notice may be served by—

- (a) addressing it to that person by the description of “owner”, or as the case may be “occupier” of the land (describing it); and
- (b) either leaving it in the hands of the person who is or appears to be resident or employed on the land or leaving it conspicuously affixed to some building or object on or near the land.

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(a) 1978 c.30.

(5) Where a notice or other document required to be served or sent for the purposes of this Order is served or sent by electronic transmission the requirement is to be taken to be fulfilled only where—

- (a) the recipient of the notice or other document to be transmitted has given consent to the use of electronic transmission in writing or by electronic transmission;
- (b) the notice or document is capable of being accessed by the recipient;
- (c) the notice or document is legible in all material respects; and
- (d) the notice or document is in a form sufficiently permanent to be used for subsequent reference.

(6) Where the recipient of a notice or other document served or sent by electronic transmission notifies the sender within seven days of receipt that the recipient requires a paper copy of all or any part of that notice or other document the sender must provide such a copy as soon as reasonably practicable.

(7) Any consent to the use of an electronic transmission by a person may be revoked by that person in accordance with paragraph (8).

(8) Where a person is no longer willing to accept the use of electronic transmission for any of the purposes of this Order—

- (a) that person must give notice in writing or by electronic transmission revoking any consent given by that person for that purpose; and
- (b) such revocation is final and takes effect on a date specified by the person in the notice but that date must not be less than seven days after the date on which the notice is given.

(9) This article does not exclude the employment of any method of service not expressly provided for by it.

#### **Procedure in relation to certain approvals etc.**

**43.—**(1) Where an application is made to or request is made of, a consenting authority for any consent, agreement or approval required or contemplated by any of the provisions of the Order (not including the requirements), such consent, agreement or approval to be validly given, must be given in writing.

(2) Where paragraph (1) applies to any consent, agreement or approval, such consent, agreement or approval must not be unreasonably withheld or delayed.

(3) Schedule 16 (procedure for discharge of requirements) has effect in relation to all consents, agreements or approvals required, granted, refused or withheld in relation to the requirements.

(4) Save for applications made pursuant to Schedule 16 (procedure for discharge of requirements) and where stated to the contrary if, within eight weeks (or such longer period as may be agreed between the undertaker and the relevant consenting authority in writing) after the application or request has been submitted to a consenting authority it has not notified the undertaker of its disapproval and the grounds of disapproval, it is deemed to have approved the application or request.

(5) Where any application is made as described in paragraph (1), the undertaker must include a statement in such application that refers to the timeframe for consideration of the application and the consequences of failure to meet that timeframe as prescribed by paragraph (4).

(6) Schedule 16 (procedure for discharge of requirements) does not apply in respect of any consents, agreements or approvals contemplated by the provisions of Schedule 15 (protective provisions) or any dispute under article 17(6) (protective work to buildings) to which paragraph (4) applies.

(7) In this article “consenting authority” means the relevant planning authority, highway authority, traffic authority, street authority, the owner of a watercourse, sewer or drain or the beneficiary of any of the protective provisions contained in Schedule 15 (protective provisions).

### **Guarantees in respect of payment of compensation**

44.—(1) The undertaker must not exercise the powers conferred by the provisions referred to in paragraph (2) in relation to any land unless it has first put in place either—

- (a) a guarantee, the form and amount of which has been approved by the Secretary of State in respect of the liabilities of the undertaker to pay compensation pursuant to the provisions referred to in paragraph (2); or
- (b) an alternative form of security, the form and amount of which has been approved by the Secretary of State in respect of the liabilities of the undertaker to pay compensation pursuant to the provisions referred to in paragraph (2).

(2) The provisions are—

- (a) article 19 (compulsory acquisition of land);
- (b) article 21 (compulsory acquisition of rights);
- (c) article 22 (private rights);
- (d) article 27 (rights under or over streets);
- (e) article 28 (temporary use of land for constructing the authorised development);
- (f) article 29 (temporary use of land for maintaining the authorised development); and
- (g) article 30 (statutory undertakers).

(3) A guarantee or alternative form of security given in respect of any liability of the undertaker to pay compensation under this Order is to be treated as enforceable against the guarantor or person providing the alternative form of security by any person to whom such compensation is payable and must be in such a form as to be capable of enforcement by such a person.

(4) Nothing in this article requires a guarantee or alternative form of security to be in place for more than 15 years after the date on which the relevant power is exercised.

### **Compulsory acquisition of land – incorporation of the mineral code**

45. Parts 2 and 3 of Schedule 2 (minerals) to the Acquisition of Land Act 1981(a) are incorporated into this Order subject to the modifications that—

- (a) for “the acquiring authority” substitute “the undertaker”;
- (b) for the “undertaking” substitute “authorised development”; and
- (c) paragraph 8(3) is not incorporated.

Signatory text

Address  
Date

*Name*  
Parliamentary Under Secretary of State  
Department

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(a) 1981 c. 67.

## SCHEDULE 1

Article 3

### AUTHORISED DEVELOPMENT

1. In this Schedule—

“balance of solar system (BoSS) plant” means inverters, transformers and switch gear and would be either—

- (a) solar stations being a station comprising centralised inverters, transformers and switch gear with each component for each solar station either—
  - (i) a “solar station” located outside, with a concrete foundation slab or placed on metal skids for each of the inverters and transformers and switch gear; or
  - (ii) housed together within a container sitting on a concrete foundation slab or placed on metal skids; or
- (b) string inverters attached either to mounting structures or a ground mounted frame, switchgear and transformers on a concrete foundation slab or placed on metal skids;

“electrical cables” means—

- (a) cables of differing types and voltages installed for the purposes of conducting electricity, auxiliary cables, cables connecting to direct current (DC) boxes, earthing cables and optical fibre cables; and
- (b) works associated with cable laying including jointing pits, handstanding adjoining the jointing pits, combiner boxes, fibre bays, cable ducts, cable protection, joint protection, manholes, kiosks, marker posts, underground cable marker, tiles and tape, send and receive pits for horizontal directional drilling, trenching, lighting, and a pit or container to capture fluids associated with drilling;

“energy storage” means equipment used for the storage of electrical energy;

“existing substation” means the existing substation at Bulls Lodge Substation, Boreham, Chelmsford CM3 3JQ, owned and operated by National Grid Electricity Transmission plc;

“inverter” means electrical equipment required to convert direct current power to alternating current;

“mounting structure” means a frame or rack made of galvanised steel, anodised aluminium or other material designed to support the solar panels and mounted on piles driven into the ground, piles rammed into a pre-drilled hole, a pillar attaching to a steel ground screw, or pillars fixed to a concrete foundation;

“permissive paths” means new access tracks providing restricted public access within the Order limits along the routes shown on the permissive paths plans;

“solar panel” means a solar photovoltaic panel or module designed to convert solar irradiance to electrical energy;

“substation” means a substation containing electrical equipment required to switch, transform, convert electricity and provide reactive power compensation;

“switch gear” means a combination of electrical disconnect switches, fuses or circuit breakers used to control, protect and isolate electrical equipment;

“transformer” means a structure serving to transform electricity to a higher voltage;

In the Districts of Braintree and Chelmsford City and in the County of Essex a nationally significant infrastructure project as defined in sections 14 and 15 of the 2008 Act and associated development under section 115(1)(b) of the 2008 Act.

The nationally significant infrastructure project comprises one generating station with a gross electrical output capacity of over 50 megawatts comprising all or any of the work numbers in this Schedule or any part of any work number in this Schedule—

**Work No. 1**— a ground mounted solar photovoltaic generating station with a gross electrical output capacity of over 50 megawatts including—

- (a) solar panels fitted to mounting structures; and
- (b) balance of solar system (BoSS) plant.

and associated development within the meaning of section 115(2) of the 2008 Act including—

**Work No. 2**— an energy storage facility comprising—

(a) **Work No. 2A**— a battery energy storage system compound including—

- (i) battery energy storage system (BESS) units each comprising an enclosure for BESS electro-chemical components and associated equipment, with the enclosure being of metal façade, joined or close coupled to each other, mounted on a reinforced concrete foundation slab or concrete piles;
- (ii) transformers and associated bunding;
- (iii) inverters, switch gear, power conversion systems (PCS) and ancillary equipment;
- (iv) containers or enclosures housing all or any of Work Nos. 2A(ii) and (iii) and ancillary equipment;
- (v) monitoring and control systems housed within the containers or enclosures comprised in Work Nos. 2A(i) or (iv) or located separately in its own container or enclosure;
- (vi) heating, ventilation and air conditioning (HVAC) systems either housed on or within each of the containers or enclosures comprised in Work Nos. 2A(i), (iv) and (v), attached to the side or top of each of the containers or enclosures, or located separate to but near to each of the containers or enclosures;
- (vii) electrical cables including electrical cables connecting to Work No. 3;
- (viii) fire safety infrastructure including water storage tanks and a shut-off valve for containment of fire water and hard standing to accommodate emergency vehicles; and
- (ix) containers or similar structures to house spare parts and materials required for the day to day operation of the BESS facility.

(b) **Work No. 2B**— a battery energy storage system compound including—

- (i) battery energy storage system (BESS) units each comprising an enclosure for BESS electro-chemical components and associated equipment, with the enclosure being of metal façade, joined or close coupled to each other, mounted on a reinforced concrete foundation slab or concrete piles;
- (ii) transformers and associated bunding;
- (iii) inverters, switch gear, power conversion systems (PCS) and ancillary equipment;
- (iv) containers or enclosures housing, all or any of Work Nos. 2B (ii) and (iii) and ancillary equipment;
- (v) monitoring and control systems housed within the containers or enclosures comprised in Work Nos. 2B(i) or (iv) or located separately in its own container or enclosure;
- (vi) heating, ventilation and air conditioning (HVAC) systems either housed on or within each of the containers or enclosures comprised in Work Nos. 2B(i), (iv) and (v), attached to the side or top of each of the containers or enclosures, or located separate to but near to each of the containers or enclosures;
- (vii) electrical cables including electrical cables connecting to Work No. 3;
- (viii) fire safety infrastructure including water storage tanks and a shut-off valve for containment of fire water and hard standing to accommodate emergency vehicles; and

- (ix) containers or similar structures to house spare parts and materials required for the day to day operation of the BESS facility.

**Work No. 3**— works in connection with an onsite substation including—

- (a) substation, switch room buildings and ancillary equipment including reactive power units;
- (b) control building housing offices, storage and welfare facilities;
- (c) monitoring and control systems for this Work No. 3 and Work Nos. 1 and 2 housed within the control building in Work No. 3(b) or located separately in their own containers or control rooms;
- (d) 400 kilovolt harmonic filter compound; and
- (e) electrical cables including electrical cables connecting to Work No. 2.

**Work No. 4**— works to lay high voltage electrical cables, access and temporary construction laydown areas for the electrical cables including—

- (a) **Work No. 4A**—
  - (i) works to lay electrical cables including one 400 kilovolt cable circuit connecting Work No. 3 to Work No. 5; and
  - (ii) laying down of internal access tracks, ramps, means of access, footpaths, roads, including the laying and construction of drainage infrastructure, signage and information boards;
- (b) **Work No. 4B**— temporary construction laydown areas.

**Work No. 5**— an extension to the existing substation including—

- (a) **Work No. 5A**— an electricity switching station including—
  - (i) a main substation building to include an indoor gas insulated switchgear (GIS) switch hall, ancillary plant rooms, amenities block, storage and workshop units;
  - (ii) outdoor air insulated (AIS) switchgear, GIS busbars, two overhead line gantries and associated foundations and structures;
  - (iii) a new permanent access road from the existing private road including a new bellmouth entrance;
  - (iv) internal roadways and footpaths;
  - (v) earthworks;
  - (vi) car parking area;
  - (vii) lighting columns and lighting;
  - (viii) perimeter fencing and security cameras;
  - (ix) drainage system and a new drainage outfall to Boreham Brook; and
  - (x) new connections from pylons 4VB061A and 4VB061B including pylon modifications;
- (b) **Work No. 5B**— temporary overhead line alterations including two new temporary pylons and realignment of the existing 400kV overhead line.

**Work No. 6**— works including—

- (a) electrical cables including electrical cables connecting to Work No. 1 to Work No. 3;
- (b) fencing, gates, boundary treatment and other means of enclosure;
- (c) works for the provision of security and monitoring measures such as CCTV columns, lighting columns and lighting, cameras, weather stations, communication infrastructure, and perimeter fencing;
- (d) landscaping and biodiversity mitigation and enhancement measures including planting;
- (e) improvement, maintenance and use of existing private tracks; and



- (f) laying down of internal access tracks, ramps, means of access, footpaths, permissive paths, cycle routes and roads, including the laying and construction of drainage infrastructure, signage and information boards;
- (g) temporary footpath diversions;
- (h) earthworks;
- (i) SuDs Ponds, runoff outfalls, general drainage and irrigation infrastructure and improvements or extensions to existing drainage and irrigation systems;
- (j) up to 10 secondary temporary construction compounds, both within the permanent work area and outside the permanent work area;
- (k) works to divert and underground existing electrical overhead lines.

**Work No. 7**— temporary construction and decommissioning laydown areas including—

- (a) **Work No. 7A**— a main temporary construction and decommissioning laydown area in connection with Work Nos. 1-4, 6 and 8-10 comprising—
  - (i) areas of hardstanding;
  - (ii) car parking;
  - (iii) site and welfare offices, canteens and workshops;
  - (iv) area to store materials and equipment;
  - (v) storage and waste skips;
  - (vi) area for download and turning;
  - (vii) security infrastructure, including cameras, perimeter fencing and lighting;
  - (viii) site drainage and waste management infrastructure (including sewerage); and
  - (ix) electricity, water, waste water and telecommunications connections
- (b) **Work No. 7B**— temporary construction laydown area in connection with Work No. 5 comprising—
  - (i) areas of hardstanding;
  - (ii) car parking;
  - (iii) site and welfare offices, canteens, and workshops;
  - (iv) area to store materials and equipment;
  - (v) storage and waste skips;
  - (vi) area for download and turning;
  - (vii) security infrastructure, including cameras, perimeter fencing and lighting
  - (viii) site drainage and waste management infrastructure (including sewerage);
  - (ix) electricity, water, waste water and telecommunications connections; and
  - (x) a new temporary access from the existing private road to the temporary compound in this Work No. 7B.

**Work No. 8**— office, warehouse and plant storage building comprising—

- (a) offices and welfare facilities;
- (b) storage facilities;
- (c) waste storage within a fenced compound;
- (d) parking areas; and
- (e) a warehouse building for the storage of spare parts, operational plant and vehicles.

**Work No. 9**— works to facilitate access to Work Nos. 1 to 8 and 10 including—

- (a) creation of accesses from the public highway;
- (b) creation of visibility splays; and

- (c) works to widen and surface the public highway;

**Work No. 10**— areas of habitat management

- (a) landscape and biodiversity enhancement measures;
- (b) habitat creation and management, including earthworks, landscaping, means of enclosure, and the laying and construction of drainage infrastructure; and
- (c) laying down of permissive paths, signage and information boards.

In connection with and in addition to Work Nos. 1 to 10, further associated development comprising such other works or operations as may be necessary or expedient for the purposes of or in connection with the authorised development, and which are within the Order limits and fall within the scope of the work assessed by the environmental statement, including—

- (a) boundary treatments, including means of enclosure;
- (b) bunds, embankments, trenching and swales;
- (c) works to the existing irrigation system and works to alter the position and extent of such irrigation system;
- (d) surface water drainage systems, storm water attenuation systems including storage basins, oil water separators, including channelling and culverting and works to existing drainage networks;
- (e) electrical, gas, water, foul water drainage and telecommunications infrastructure connections, diversions and works to, and works to alter the position of, such services and utilities connections;
- (f) works to alter the course of, or otherwise interfere with, non-navigable rivers, streams or watercourses;
- (g) site establishments and preparation works including site clearance (including vegetation removal, demolition of existing structures); earthworks (including soil stripping and storage and site levelling) and excavations; the alteration of the position of services and utilities; and works for the protection of buildings and land;
- (h) works to maintain and repair streets and access roads; and
- (i) tunnelling, boring and drilling works,

## SCHEDULE 2 REQUIREMENTS

### **Interpretation**

**1.** In this Schedule—

“both relevant planning authorities” means Braintree District Council and Chelmsford City Council each being the relevant planning authority for part of the authorised development.

### PART 1

#### GENERAL REQUIREMENTS

### **Commencement of the authorised development**

**2.** The authorised development must not be commenced after the expiration of five years from the date this Order comes into force.

### **Phasing of the authorised development and date of final commissioning**

**3.—(1)** No part of the authorised development may commence until a written scheme setting out the phase or phases of construction of the authorised development has been submitted to and approved by both relevant planning authorities.

(2) The scheme must be implemented as approved.

(3) Notice of the date of final commissioning with respect to the first phase of numbered work 1 to complete commissioning must be given to both relevant planning authorities within 15 working days of the date of final commissioning for that phase.

### **Requirement for written approval**

**4.** Where under any of the requirements the approval, agreement or confirmation of both relevant planning authorities or of the relevant planning authority (as applicable) or another person is required, that approval, agreement or confirmation must be provided in writing.

### **Approved details and amendments to them**

**5.—(1)** With respect to the documents certified under article 39 (certification of plans and documents, etc) and any plans, details or schemes which have been approved pursuant to any requirement (together the “Approved Documents, Plans, Details or Schemes”), the undertaker may submit to the relevant planning authority or both relevant planning authorities (as applicable) for approval any amendments to any of the Approved Documents, Plans, Details or Schemes and, following approval by the relevant planning authority or both relevant planning authorities (as applicable), the relevant Approved Documents, Plans, Details or Schemes is to be taken to include the amendments as so approved pursuant to this paragraph.

(2) Approval under sub-paragraph (1) for the amendments to any of the Approved Documents, Plans, Details or Schemes must not be given except where it has been demonstrated to the satisfaction of the relevant planning authority or both relevant planning authorities (as applicable) that the subject matter of the approval sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

### **Community liaison group**

6.—(1) Prior to the commencement of the authorised development the undertaker must submit to both relevant planning authorities for approval the terms of reference for a community liaison group whose aim is to facilitate liaison between representatives of people living in the vicinity of the Order limits and other relevant organisations in relation to the construction of the authorised development.

(2) For the purposes of sub-paragraph (1) the relevant organisations include [Braintree District Council, Chelmsford City Council, Essex County Council, Essex Fire and Rescue Service, East of England Ambulance Trust, National Highways, Essex Ramblers Association].

(3) The community liaison group must be established prior to commencement of the authorised development and must be administered by the undertaker and operated in accordance with the approved terms of reference.

(4) The community liaison group is to continue to meet until the date of final commissioning of the final phase of the authorised development unless otherwise agreed with the relevant planning authorities.

## **PART 2**

### **SOLAR FARM WORKS AND GRID CONNECTION WORKS**

#### **Detailed design approval**

7.—(1) No phase of the solar farm works and grid connection works may commence until details of—

- (a) the layout;
- (b) scale;
- (c) proposed finished ground levels;
- (d) external appearance;
- (e) hard surfacing materials;
- (f) vehicular and pedestrian access, parking and circulation areas;
- (g) refuse or other storage units, signs and lighting;
- (h) drainage, water, power and communications cables and pipelines;
- (i) programme for landscaping works;

relating to that phase have been submitted and approved by the relevant planning authority for that phase or, where the phase falls within the administrative areas of both Braintree District Council and Chelmsford City Council, both relevant planning authorities.

(2) The details submitted must accord with—

- (a) the outline design principles; and
- (b) for Work No. 2, the outline battery safety management plan.

(3) The solar farm works and grid connection works must be carried out in accordance with the approved details.

(4) The relevant planning authority must consult with Essex County Council in its role as lead local flood authority before approving details in relation to drainage or water under sub-paragraph 7(1)(h).

#### **Battery safety management**

8.—(1) Work No. 2 must not commence until a battery safety management plan has been submitted to and approved by both relevant planning authorities.

(2) The battery safety management plan must prescribe measures to facilitate safety during the construction, operation and decommissioning of Work No. 2 including the transportation of new, used and replacement battery cells both to and from the authorised development.

(3) The battery safety management plan must be substantially in accordance with the outline battery safety management plan.

(4) Both relevant planning authorities must consult with the Health and Safety Executive, the Essex County Fire and Rescue Service and the Environment Agency before determining an application for approval of the battery safety management plan.

(5) The battery safety management plan must be implemented as approved.

### **Landscape and ecological management plan**

9.—(1) No phase of the solar farm works and grid connection works may commence until a written landscape and ecological management plan (which must be substantially in accordance with the outline landscape and ecological management plan) has been submitted to and approved by the relevant planning authority for that phase or, where the phase falls within the administrative areas of both Braintree District Council and Chelmsford City Council, both relevant planning authorities.

(2) The landscape and ecological management plan must include details of:

(a) how the plan will secure a minimum of 87% biodiversity net gain during the operation of the authorised development, calculated using The Biodiversity Metric 3.1, published by Natural England on 7 July 2021 and updated to Version 3.1 on 21 April 2022;

(b) how the landscaping and ecological measures will be managed and maintained during the operational life of the solar farm works and grid connection works to the date on which the decommissioning environmental management plan is implemented pursuant to requirement 20 (decommissioning and restoration); and

(c) how any approaches and measures in the biodiversity design strategy have been incorporated into the design of the solar farm works and grid connection works.

(3) The landscape and ecological management plan must be implemented as approved.

(4) For the purposes of sub-paragraph (1), “commence” includes site clearance involving vegetation removal.

### **Fencing and other means of enclosure**

10.—(1) No phase of the solar farm works and grid connection works may commence until written details of all proposed temporary fences, walls or other means of enclosure (including those set out in the construction environmental management plan), for that phase have been submitted to and approved by the relevant planning authority or, where the phase falls within the administrative areas of both Braintree District Council and Chelmsford City Council, both relevant planning authorities.

(2) No phase of the solar farm works and grid connection works may commence until written details of all permanent fences, walls or other means of enclosure for that phase (which must be substantially in accordance with the relevant outline design principles) have been submitted to and approved by the relevant planning authority or, where the phase falls within the administrative areas of both Braintree District Council and Chelmsford City Council, both relevant planning authorities.

(3) For the purposes of sub-paragraph (1), “commence” includes any permitted preliminary works.

(4) Any construction site must remain securely fenced in accordance with the approved details under sub-paragraph (1) at all times during construction of the solar farm works and grid connection works.

(5) Any temporary fencing must be removed on completion of the phase of construction of the authorised development for which it was used.

(6) Any approved permanent fencing in a phase must be completed before the date of final commissioning in respect of such phase.

### **Surface and foul water drainage**

**11.—**(1) No phase of the solar farm works and grid connection works may commence until written details of the surface water drainage scheme and (if any) foul water drainage system (which must be substantially in accordance with the outline drainage strategy) have been submitted to and approved by the relevant planning authority for that phase or, where the phase falls within the administrative areas of both Braintree District Council and Chelmsford City Council, both relevant planning authorities such approval to be in consultation with Essex County Council as the lead local flood authority.

(2) Any approved scheme must be implemented as approved and maintained throughout the construction and operation of the solar farm works and grid connection works.

### **Archaeology**

**12.—**(1) No phase of the solar farm works or grid connection works may commence until a written scheme of investigation (which must accord with the overarching written scheme of investigation and outline construction environmental management plan) for that phase has been submitted to and approved by the relevant planning authority or, where the phase falls within the administrative areas of both the Braintree District Council and Chelmsford City Council, both relevant planning authorities, such approval to be in consultation with Essex County Council and Historic England.

(2) For the purposes of sub-paragraph (1), “commence” includes any permitted preliminary works.

(3) The scheme submitted under sub-paragraph (1) must include details of the following which applies in the event that site investigation is required—

- (a) an assessment of significance and research questions;
- (b) the programme and methodology of site investigation and recording;
- (c) the programme for post investigation assessment;
- (d) provision for analysis of the site investigation and recording;
- (e) provision for publication and dissemination of the analysis and records of the site investigation;
- (f) provision for archive deposition of the analysis and records of the site investigation; and
- (g) nomination of a competent person, persons or organisation to undertake the works set out within the written scheme of investigation.

(4) Any archaeological works or watching brief must be carried out in accordance with the approved scheme.

(5) In the event that site investigation is required, the site investigation and post investigation assessment must be completed in accordance with the programme set out in the written scheme of archaeological investigation and provision made for analysis, publication and dissemination of results and archive deposition.

### **Construction environmental management plan**

**13.—**(1) No phase of the solar farm works and the grid connection works may commence until a construction environmental management plan (which must be substantially in accordance with the outline construction environmental management plan) for that phase has been submitted to and approved by the relevant planning authority or, where the phase falls within the administrative areas of both the Braintree District Council and Chelmsford City Council, both relevant planning authorities, such approval to be in consultation with the relevant highway authority and the Environment Agency.

(2) All construction works associated with the solar farm works and the grid connection works must be carried out in accordance with the approved construction environmental management plan.

(3) For the purposes of sub-paragraph (1), “commence” includes remedial works in respect of any contamination or other adverse ground conditions and site clearance involving vegetation removal.

### **Operational environmental management plan**

14.—(1) Prior to the date of final commissioning for any phase of the solar farm works and grid connection works, an operational environmental management plan (which must be substantially in accordance with the outline operational environmental management plan) for that phase must be submitted to and approved by the relevant planning authority for that phase or, where the phase falls within the administrative areas of both the Braintree District Council and Chelmsford City Council, both relevant planning authorities, such approval to be in consultation with the relevant highway authority and the Environment Agency.

(2) The operation of the solar farm works and grid connection works must be carried out in accordance with the approved operational environmental management plan.

### **Construction traffic management plan**

15.—(1) No phase of the solar farm works and grid connection works may commence until a construction traffic management plan (which must be substantially in accordance with the framework construction traffic management plan) for that phase has been submitted to and approved by the relevant planning authority for that phase or, where the phase falls within the administrative areas of both the Braintree District Council and Chelmsford City Council, both relevant planning authorities, such approval to be in consultation with National Highways and the relevant highway authority.

(2) The construction traffic management plan must be implemented as approved.

### **Operational noise**

16.—(1) No part of numbered works 1, 2 or 3 may commence until an operational noise assessment containing details of how the design of that numbered work has incorporated mitigation to ensure the operational noise rating levels as set out in Tables 11-13, 11-14 and 11-15 of Chapter 11 of the environmental statement are to be complied with for that part has been submitted to and approved by the relevant planning authority for that part or, where the part falls within the administrative areas of both Braintree District Council and Chelmsford City Council, both relevant planning authorities.

(2) The design as described in the operational noise assessment must be implemented as approved.

### **Permissive paths**

17.—(1) Where a phase of the solar farm works includes a permissive path or paths, the permissive path or paths must be provided and open to the public prior to the date of final commissioning in respect of that phase as shown on the permissive paths plans.

(2) The permissive paths must be maintained and access by the public permitted for 364 days a year (subject to closures for maintenance or emergencies) until commencement of decommissioning of the authorised development pursuant to requirement 20 (decommissioning and restoration).

### **Public rights of way diversions**

18.—(1) No phase of the solar farm works and grid connection works may commence until a public rights of way management plan (which must be substantially in accordance with the outline

public rights of way management plan) for any sections of public rights of way shown to be temporarily closed on the streets, access and rights of way plans for that phase has been submitted to and approved by the relevant planning authority or, where the phase falls within the administrative areas of both Braintree District Council and Chelmsford City Council, both relevant planning authorities, such approval to be in consultation with the relevant highway authority.

(2) The plan must be implemented as approved.

### **Soils Management**

**19.—**(1) No phase of the solar farm works and the grid connection works may commence until a soils resource management plan (which must be substantially in accordance with the outline soils resource management plan as relevant to construction activities) for that phase has been submitted to and approved by the relevant planning authority or, where the phase falls within the administrative areas of both the Braintree District Council and Chelmsford City Council, both relevant planning authorities.

(2) All construction works associated with the solar farm works and the grid connection works must be carried out in accordance with the approved soils resource management plan.

(3) Prior to the date of final commissioning for any phase of the solar farm works and grid connection works, a soils resource management plan (which must be substantially in accordance with the outline soils resource management plan as relevant to operational activities) for that phase must be submitted to and approved by the relevant planning authority for that phase or, where the phase falls within the administrative areas of both the Braintree District Council and Chelmsford City Council, both relevant planning authorities.

(4) The operation of the solar farm works and grid connection works must be carried out in accordance with the approved soils resource management plan.

(5) Prior to the start of any decommissioning works for any phase of the solar farm works and grid connection works, a soils resource management plan (which must be substantially in accordance with the outline soils resource management plan as relevant to decommissioning activities) for that phase must be submitted to and approved by the relevant planning authority for that phase or, where the phase falls within the administrative areas of both the Braintree District Council and Chelmsford City Council, both relevant planning authorities.

(6) The decommissioning of the solar farm works and grid connection works must be carried out in accordance with the approved soils resource management plan.

### **Decommissioning and restoration**

**20.—**(1) Within 3 months of the date that the undertaker decides to decommission any part of the solar farm works and grid connection works, the undertaker must submit to the relevant planning authority for that part (or both relevant planning authorities where that part falls within the administrative areas of both Braintree District Council and Chelmsford City Council) for approval a decommissioning environmental management plan and a decommissioning travel management plan for that part. Decommissioning will commence no later than 40 years following the date of final commissioning of the first phase of numbered work 1 as notified by the undertaker pursuant to requirement 3 (phasing of the authorised development and date of final commissioning).

(2) The plans submitted and approved must be substantially in accordance with the relevant part of the decommissioning strategy.

(3) The decommissioning environmental management plan submitted and approved must include a resource management plan that includes details of proposals to minimise the use of natural resources and unnecessary materials.

(4) No decommissioning works must be carried out until the relevant planning authority or both relevant planning authorities (as applicable) has/have approved the plans submitted in relation to such works.

(5) The plans must be implemented as approved.



(6) This requirement is without prejudice to any other consents or permissions which may be required to decommission any part of the authorised development.

### **Highway improvements**

21. Save in respect of the works identified in this requirement, no phase of the solar farm works and grid connection works may commence until the necessary accesses, visibility splays and works to widen the public highway to facilitate access to the solar farm works (part of Work Number 9) have been carried out and completed.

## **PART 3**

### **BULLS LODGE SUBSTATION WORKS**

#### **Detailed design approval**

22.—(1) No phase of the Bulls Lodge substation works may commence until details of—

- (a) the layout;
- (b) scale;
- (c) proposed finished ground levels;
- (d) external appearance;
- (e) hard surfacing materials;
- (f) vehicular and pedestrian access, parking and circulation areas;
- (g) refuse or other storage units, signs and lighting;
- (h) drainage, water, power and communications cables and pipelines;
- (i) programme for landscaping works;

relating to that phase have been submitted and approved by the relevant planning authority for that phase.

(2) The details submitted must accord with the outline design principles.

(3) The Bulls Lodge substation works must be carried out in accordance with the approved details.

(4) The relevant planning authority must consult with Essex County Council in its role as lead local flood authority before approving details in relation to drainage or water under sub-paragraph 22(1)(h).

#### **Fencing and other means of enclosure**

23.—(1) No phase of the Bulls Lodge substation works may commence until written details of all proposed temporary fences, walls or other means of enclosure (including those set out in the construction environmental management plan), for that phase have been submitted to and approved by the relevant planning authority.

(2) No phase of the Bulls Lodge substation works may commence until written details of all permanent fences, walls or other means of enclosure for that phase (which must be substantially in accordance with the relevant outline design principles) have been submitted to and approved by the relevant planning authority.

(3) For the purposes of sub-paragraph (1), “commence” includes any permitted preliminary works.

(4) Any construction site must remain securely fenced in accordance with the approved details under sub-paragraph (1) at all times during construction of the Bulls Lodge substation works.

(5) Any temporary fencing must be removed on completion of the phase of construction of the Bulls Lodge substation works for which it was used.

(6) Any approved permanent fencing must be completed before final commissioning of the Bulls Lodge substation works.

### **Surface and foul water drainage**

**24.**—(1) No phase of the Bulls Lodge substation works may commence until written details of the surface water drainage scheme and (if any) foul water drainage system (which must be substantially in accordance with the outline drainage strategy) have been submitted to and approved by the relevant planning authority for that phase, such approval to be in consultation with Essex County Council as the lead local flood authority.

(2) Any approved scheme must be implemented as approved and maintained throughout the construction and operation of the Bulls Lodge substation works.

### **Archaeology**

**25.**—(1) No phase of the Bulls Lodge substation works may commence until a written scheme of investigation (which must accord with the overarching written scheme of investigation and outline construction environmental management plan) for that phase has been submitted to and approved by the relevant planning authority, such approval to be in consultation with Essex County Council and Historic England.

(2) For the purposes of sub-paragraph (1), “commence” includes any permitted preliminary works.

(3) The scheme submitted under sub-paragraph (1) must include details of the following which applies in the event that site investigation is required—

- (a) an assessment of significance and research questions;
- (b) the programme and methodology of site investigation and recording;
- (c) the programme for post investigation assessment;
- (d) provision for analysis of the site investigation and recording;
- (e) provision for publication and dissemination of the analysis and records of the site investigation;
- (f) provision for archive deposition of the analysis and records of the site investigation; and
- (g) nomination of a competent person, persons or organisation to undertake the works set out within the written scheme of investigation.

(4) Any archaeological works or watching brief must be carried out in accordance with the approved scheme.

(5) In the event that site investigation is required, the site investigation and post investigation assessment must be completed in accordance with the programme set out in the written scheme of archaeological investigation and provision made for analysis, publication and dissemination of results and archive deposition.

### **Construction environmental management plan**

**26.**—(1) No phase of the Bulls Lodge substation works may commence until a construction environmental management plan (which must be substantially in accordance with the outline construction environmental management plan) for that phase has been submitted to and approved by the relevant planning authority, such approval to be in consultation with the relevant highway authority and the Environment Agency.

(2) All construction works associated with the Bulls Lodge substation works must be carried out in accordance with the approved construction environmental management plan.

(3) For the purposes of sub-paragraph (1), “commence” includes remedial works in respect of any contamination or other adverse ground conditions and site clearance involving vegetation removal.

#### **Construction traffic management plan**

27.—(1) No phase of the Bulls Lodge substation works may commence until a construction traffic management plan (which must be substantially in accordance with the framework construction traffic management plan) for that phase has been submitted to and approved by the relevant planning authority for that phase, such approval to be in consultation with National Highways and the relevant highway authority.

(2) The construction traffic management plan must be implemented as approved.

#### **Soils Management**

28.—(1) No phase of the Bulls Lodge substation works may commence until a soils resource management plan (which must be substantially in accordance with the outline soils resource management plan as relevant to construction activities) for that phase has been submitted to and approved by the relevant planning authority.

(2) All construction works associated with the Bulls Lodge substation works must be carried out in accordance with the approved soils resource management plan.

(3) Prior to the completion of any phase of the Bulls Lodge substation works, a soils resource management plan (which must be substantially in accordance with the outline soils resource management plan as relevant to operational activities) for that phase must be submitted to and approved by the relevant planning authority.

(4) The operation of the Bulls Lodge substation works must be carried out in accordance with the approved soils resource management plan.

#### **Operational environmental management plan**

29.—(1) Prior to the completion of any phase of the Bulls Lodge substation works, an operational environmental management plan (which must be substantially in accordance with the outline operational environmental management plan) for that phase must be submitted to and approved by the relevant planning authority, such approval to be in consultation with the relevant highway authority and the Environment Agency.

(2) The operation of the Bulls Lodge substation works must be carried out in accordance with the approved operational environmental management plan.

## SCHEDULE 3

Article 6

### LEGISLATION TO BE DISAPPLIED

1. The following provisions do not apply in so far as they relate to the construction of any numbered work or the carrying out of any operation required for the purpose of, or in connection with, the construction, operation, maintenance or decommissioning of the authorised development—

- (a) Eastern Counties Railway Act 1836**(a)**;
- (b) Eastern Counties Railway Act 1838**(b)**;
- (c) Great Eastern Railway Act 1882**(c)**;
- (d) Great Eastern Railway (General Powers) Act 1883**(d)**;
- (e) Great Eastern Railway (General Powers) Act 1885**(e)**;
- (f) Great Eastern Railway (General Powers) Act 1898**(f)**;
- (g) Chelmsford Corporation Water Act 1923**(g)**;
- (h) County of London Electric Supply Company's Act 1927**(h)**;
- (i) Essex County Council Act 1933**(i)**;
- (j) Ely Ouse-Essex Water Act 1968**(j)**;
- (k) Essex River and South Essex Water Act 1969**(k)**;
- (l) Essex River Authority Act 1972**(l)**; and
- (m) Anglian Water Authority Act 1977**(m)**.

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- (a) 1836 c. cvi
  - (b) 1838 c. lxxxii
  - (c) 1882 c. clxvi
  - (d) 1883 c. cvii
  - (e) 1885 c. xciii
  - (f) 1898 c. lxxvi
  - (g) 1923 c. xci
  - (h) 1927 c. cvii
  - (i) 1933 c. xlv
  - (j) 1968 c. xxvi
  - (k) 1969 c. xlix
  - (l) 1972 c. xxxix
  - (m) 1977 c. i.

SCHEDULE 4

Article 8

STREETS SUBJECT TO STREET WORKS

**Interpretation**

1. In this Schedule—

“cable works” means works to place, retain and maintain underground electrical and communications apparatus; and

“culvert works” means repair, replace, extend or alter and maintain an existing culvert.

(1) Area	(2) Street	(3) Description of the street works
Chelmsford City Council	Private Road	Cable works beneath the width of the street for the length shown in pink on sheet 1 of the streets, access and rights of way plan, reference SW-A1.
Chelmsford City Council	Waltham Road	Cable works beneath the width of the street for the length shown in pink on sheet 2 of the streets, access and rights of way plan, reference SW-C1.
Chelmsford City Council	Public right of way 213_20	Cable works beneath the width of the street for the length shown in purple on sheet 2 of the streets, access and rights of way plan, reference FC-B2.
Chelmsford City Council	Public right of way 213_21	Cable works beneath the width of the street for the length shown in purple on sheet 2 of the streets, access and rights of way plan, reference FC-B3.
Chelmsford City Council	Public right of way 213_19	Cable works beneath the width of the street for the length shown in purple on sheet 3 of the streets, access and rights of way plan, reference FC-B1.
Braintree District Council	Public right of way 113_32	Cable works beneath the width of the street for the length shown in purple on sheet 3 of the streets, access and rights of way plan, reference FC-T2.
Chelmsford City Council	Public right of way 213_18	Cable works beneath the width of the street for the length shown in purple on sheet 3 of the streets, access and rights of way plan, reference FC-T3.
Braintree District Council / Chelmsford City Council (border)	Public right of way 213_4	Cable works beneath the width of the street for the length shown in purple on sheet 4 of the streets, access and rights of way plan, reference FC-G1.

Braintree District Council / Chelmsford City Council (border)	Public right of way 113_32	Cable works beneath the width of the street for the length shown in purple on sheet 4 of the streets, access and rights of way plan, reference FC-G2.
Chelmsford City Council	Public right of way 213_5	Cable works beneath the width of the street for the length shown in purple on sheet 4 of the streets, access and rights of way plan, reference FC-T4.
Chelmsford City Council	Cranham Road	Culvert works beneath the width of the street for the length shown in pink on sheet 5 of the streets, access and rights of way plan, reference SW-E1.
Braintree District Council	Noakes Farm Road	Cable works beneath the width of the street for the length shown in pink on sheet 7 of the streets, access and rights of way plan, reference SW-I3.
Braintree District Council	Public right of way 113_30	Cable works beneath the width of the street for the length shown in purple on sheet 7 of the streets, access and rights of way plan, reference FC-T7.
Braintree District Council	Public right of way 113_30	Cable works beneath the width of the street for the length shown in purple on sheet 7 of the streets, access and rights of way plan, reference FC-T8.
Braintree District Council	Noakes Farm Road	Cable works beneath the width of the street for the length shown in pink on sheets 7 and 8 of the streets, access and rights of way plan, reference SW-I2.
Braintree District Council	Public right of way 113_25	Cable works beneath the width of the street for the length shown in purple on sheets 7 and 8 of the streets, access and rights of way plan, reference FC-T6.
Braintree District Council / Chelmsford City Council (border)	Noakes Lane	Cable works beneath the width of the street for the length shown in pink on sheet 8 of the streets, access and rights of way plan, reference SW-I1.
Braintree District Council	Public right of way 221_53	Cable works beneath the width of the street for the length shown in purple on sheets 8 and 9 of the streets, access and rights of way plan, reference FC-T1.
Braintree District Council	Public right of way 113_33	Cable works beneath the width of the street for the length

shown in purple on sheet 9 of  
the streets, access and rights of  
way plan, reference FC-T5.

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SCHEDULE 5

Article 9 and Article 10

ALTERATION OF STREETS

PART 1

PERMANENT ALTERATION OF LAYOUT AND MAINTAINED BY THE HIGHWAY AUTHORITY

(1) Area	(2) Street	(3) Description of alteration
Chelmsford City Council	Waltham Road	Works for the provision of a permanent means of access to the authorised development within the area shown shaded orange on sheet 4 of the streets, access and rights of way plans, reference AS-D1.
Chelmsford City Council	Waltham Road	Works for the widening of the carriageway within the area shown shaded orange on sheets 4 and 5 of the streets, access and rights of way plans, reference AS-D2, to enable access to the authorised development.
Chelmsford City Council	Waltham Road	Works, including vegetation clearance, for the creation of visibility splays on Waltham Road within the area shaded orange on sheets 4 and 5 of the streets, access and rights of way plans, reference AS-D3, to facilitate the works at reference AS-D1.
Chelmsford City Council	Waltham Road/Cranham Road and Boreham Road Junction	Works, including vegetation clearance, on the Waltham Road/Cranham Road and Boreham Road junction within the area shaded orange on sheet 5 of the streets, access and rights of way plans, reference AS-D4, to facilitate movement of construction traffic.
Chelmsford City Council	Cranham Road	Works for the widening of the carriageway within the area shaded orange on sheets 5 and 6 of the streets, access and rights of way plans, reference AS-E10, to enable access to the authorised development.
Chelmsford City Council	Cranham Road	Works for the widening of the



Chelmsford City Council	Cranham Road	carriageway within the area shaded orange on sheet 5 of the streets, access and rights of way plans, reference AS-E11, to enable access to the authorised development.
Chelmsford City Council	Cranham Road	Works for the widening of the carriageway within the area shaded orange on sheet 5 of the streets, access and rights of way plans, reference AS-E12, to enable access to the authorised development.
Chelmsford City Council	Cranham Road	Works for the widening of the carriageway within the area shaded orange on sheet 5 of the streets, access and rights of way plans, reference AS-E13, to enable access to the authorised development.
Chelmsford City Council	Cranham Road	Works for the widening of the carriageway within the area shaded orange on sheet 5 of the streets, access and rights of way plans, reference AS-E14, to enable access to the authorised development.
Chelmsford City Council	Cranham Road	Works for the widening of the carriageway within the area shaded orange on sheet 5 of the streets, access and rights of way plans, reference AS-E15, to enable access to the authorised development.
Chelmsford City Council	Cranham Road	Works for the widening of the carriageway within the area shaded orange on sheet 5 of the streets, access and rights of way plans, reference AS-E16, to enable access to the authorised development.
Chelmsford City Council	Cranham Road	Works for the widening of the carriageway within the area shaded orange on sheet 5 of the streets, access and rights of way plans, reference AS-E17, to enable access to the authorised development.
Chelmsford City Council	Cranham Road	Works for the widening of the carriageway within the area shaded orange on sheet 5 of the streets, access and rights of way plans, reference AS-E18, to enable access to the authorised development.
Chelmsford City Council	Cranham Road	Works for the widening of the carriageway within the area

Chelmsford City Council	Cranham Road	shaded orange on sheet 6 of the streets, access and rights of way plans, reference AS-E9, to enable access to the authorised development. Works for the widening of the carriageway within the area shaded orange on sheet 6 of the streets, access and rights of way plans, reference AS-E8, to enable access to the authorised development.
Chelmsford City Council	Wheelers Hill	Works for the widening of the carriageway within the area shaded orange on sheet 6 of the streets, access and rights of way plans, reference AS-E7, to enable access to the authorised development.
Chelmsford City Council	Wheelers Hill	Works for the widening of the carriageway within the area shaded orange on sheet 6 of the streets, access and rights of way plans, reference AS-E6, to enable access to the authorised development.
Chelmsford City Council	Wheelers Hill	Works for the widening of the carriageway within the area shaded orange on sheet 6 of the streets, access and rights of way plans, reference AS-E5, to enable access to the authorised development.
Chelmsford City Council	Wheelers Hill	Works for the widening of the carriageway to enable access to the authorised development within the area shaded orange on sheet 6 of the streets, access and rights of way plans, reference AS-E4, to enable access to the authorised development.
Chelmsford City Council	Wheelers Hill	Works for the widening of the carriageway within the area shaded orange on sheet 6 of the streets, access and rights of way plans, reference AS-E3, to enable access to the authorised development.
Chelmsford City Council	Wheelers Hill	Works for the widening of the carriageway within the area shaded orange on sheet 6 of the streets, access and rights of way plans, reference AS-E2, to enable access to the authorised development.
Chelmsford City Council	Wheelers Hill	Works for the widening of the

Chelmsford City Council/ Braintree District Council (border)	Junction of Noakes Farm Road and Noakes Lane	carriageway within the area shaded orange on sheet 6 of the streets, access and rights of way plans, reference AS-E1, to enable access to the authorised development.
Braintree District Council	Junction of Noakes Farm Road and Noakes Lane	Works for the provision of a permanent means of access to the authorised development within the area shown shaded orange on sheet 8 of the streets, access and rights of way plans, reference AS-I1.
Braintree District Council	Junction of Noakes Farm Road and Noakes Lane	Works, including vegetation clearance, for the creation of visibility splays within the area shown shaded orange on sheet 8 of the streets, access and rights of way plans, reference AS-I2, to facilitate the works in AS-I1.
Chelmsford City Council / Braintree District Council (border)	Noakes Lane	Works for the provision of a permanent means of access to the authorised development within the area shown shaded orange on sheet 8 of the streets, access and rights of way plans, reference AS-I3.
Chelmsford City Council	Noakes Lane	Works, including vegetation clearance, for the creation of visibility splays within the area shown shaded orange on sheet 8 of the streets, access and rights of way plans, reference AS-I4, to facilitate the works in AS-I3.
Braintree District Council	Noakes Lane	Works, including vegetation clearance, for the creation of visibility splays within the area shown shaded orange, on sheet 8 of the streets, access and rights of way plans, reference AS-I5, to facilitate the works in AS-I3.

## PART 2

### PERMANENT ALTERATION OF LAYOUT AND MAINTAINED BY THE STREET AUTHORITY

(1) Area	(2) Street	(3) Description of alteration
Chelmsford City Council	Private Road	Works for the provision of a permanent means of access to the authorised development

Chelmsford City Council	Private Road	within the area shown shaded orange on sheet 1 of the streets, access and rights of way plans, reference AS-A1. Works, including vegetation clearance, for the creation of visibility splays within the area shaded orange on sheet 1 of the streets, access and rights of way plans, reference AS-A2, to facilitate the works at reference AS-A1.
Braintree District Council	Private Track	Works for the provision of a permanent means of access to the authorised development within the area shown shaded orange on sheet 3 of the streets, access and rights of way plans, reference AS-F1.
Braintree District Council	Private Track	Works for the provision of a permanent means of access to the authorised development within the area shown shaded orange on sheets 3 and 4 of the streets, access and rights of way plans, reference AS-F2.
Braintree District Council	Private Track	Works for the provision of a permanent means of access to the authorised development within the area shown shaded orange on sheets 3 and 4 of the streets, access and rights of way plans, reference AS-F3.
Chelmsford City Council	Private Track	Works for the provision of a permanent means of access to the authorised development within the area shown shaded orange on sheet 4 of the streets, access and rights of way plans, reference AS-G1.
Chelmsford City Council	Private Track	Works for the provision of a permanent means of access to the authorised development within the area shown shaded orange on sheet 4 of the streets, access and rights of way plans, reference AS-G2.
Braintree District Council	Private Track	Works for the provision of a permanent means of access to the authorised development within the area shown shaded orange on sheet 7 of the streets, access and rights of way plans, reference AS-H1.
Braintree District Council	Private Track	Works for the provision of a permanent means of access to the authorised development

Braintree District Council	Private Track	<p>within the area shown shaded orange on sheet 7 of the streets access and rights of way plans, reference AS-H2.</p> <p>Works for the provision of a permanent means of access to the authorised development within the area shown shaded orange on sheet 7 of the streets, access and rights of way plans, reference AS-H3.</p>
Braintree District Council	Private Track	<p>Works for the provision of a permanent means of access to the authorised development within the area shown shaded orange on sheet 7 of the streets, access and rights of way plans, reference AS-H4.</p>
Braintree District Council	Private Track	<p>Works for the provision of a permanent means of access to the authorised development within the area shown shaded orange on sheet 7 of the streets, access and rights of way plans, reference AS-H5.</p>
Braintree District Council	Private Track	<p>Works for the provision of a permanent means of access to the authorised development within the area shown shaded orange on sheet 9 of the streets, access and rights of way plans, reference AS-J1.</p>
Braintree District Council	Private Track	<p>Works for the provision of a permanent means of access to the authorised development within the area shown shaded orange on sheet 9 of the streets, access and rights of way plans, reference AS-J2.</p>
Braintree District Council	Private Track	<p>Works for the provision of a permanent means of access to the authorised development within the area shown shaded orange on sheet 9 of the streets, access and rights of way plans, reference AS-J3.</p>
Braintree District Council	Private Track	<p>Works for the provision of a permanent means of access to the authorised development within the area shown shaded orange on sheet 9 of the streets, access and rights of way plans, reference AS-J4.</p>

**PART 3**  
**TEMPORARY ALTERATION OF LAYOUT**

(1) Area	(2) Street	(3) Description of alteration
Chelmsford City Council	Private Road	Works for the provision of a temporary means of access to the authorised development within the area shaded orange on sheet 1 of the access and rights of way plans, reference AS-A3.
Chelmsford City Council	Private Road	Works, including vegetation clearance, for the creation of visibility splays within the area shaded orange on sheet 1 of the access and rights of way plans, reference AS-A4, to facilitate the works at reference AS-A3.
Chelmsford City Council	Private Road	Works for the provision of a temporary means of access to the authorised development within the area shaded orange on sheet 1 of the access and rights of way plans, reference AS-A5.
Chelmsford City Council	Waltham Road	Works for the provision of a temporary means of access to the authorised development within the area shown shaded orange on sheet 2 of the access and rights of way plans, reference AS-C1.

## SCHEDULE 6

Article 11

### PUBLIC RIGHTS OF WAY

#### PART 1

#### PUBLIC RIGHTS OF WAY TO BE TEMPORARILY STOPPED UP AND DIVERTED

(1) Area	(2) Public right of way	(3) Measure
Chelmsford City Council	213_20  The length of the public right of way shown marked purple and labelled FC-B2 on sheet 2 of the streets, access and rights of way plan to be temporarily closed for a distance of 17 metres.	Temporarily closed and diverted along the route shown by a dashed green line and labelled FD-B2 to facilitate the construction of the authorised development.
Chelmsford City Council	213_21  The length of the public right of way shown marked purple and labelled FC-B3 on sheet 2 of the streets, access and rights of way plan to be temporarily closed for a distance of 32 metres.	Temporarily closed and diverted along the route shown by a dashed green line and labelled FD-B3 to facilitate the construction of the authorised development.
Chelmsford City Council	213_19  The length of the public right of way shown marked purple and labelled FC-B1 on sheet 3 of the streets, access and rights of way plan to be temporarily closed for a distance of 98 metres.	Temporarily closed and diverted along the route shown by a dashed green line and labelled FD-B1 to facilitate the construction of the authorised development.
Chelmsford City Council / Braintree District Council (border)	213_4  The length of the public right of way shown marked purple and labelled FC-G1 on sheet 4 of the streets, access and rights of way plan to be temporarily closed for a distance of 492 metres.	Temporarily closed and diverted along the route shown by a dashed green line and labelled FD-G1 to facilitate the construction of the authorised development.
Chelmsford City Council / Braintree District Council (border)	113_32  The length of the public right of way shown marked purple and labelled FC-G2 on sheet 4 of the streets, access and rights	Temporarily closed and diverted along the route shown by a dashed green line and labelled FD-G2 to facilitate the construction of the authorised development.

Braintree District Council	<p>of way plan to be temporarily closed for a distance of 487 metres.</p> <p>113_32</p>	<p>Temporarily closed and diverted along a route within the corridor shaded green and labelled FD-T2 to facilitate the construction of the authorised development.</p>
Chelmsford City Council	<p>The length of the public right of way shown marked purple and labelled FC-T2 on sheet 3 of the streets, access and rights of way plan (a distance of 225 metres) to be temporarily closed for a distance of no more than 50 metres at a time.</p> <p>213_18</p>	<p>Temporarily closed and diverted along a route within the corridor shaded green and labelled FD-T3 to facilitate the construction of the authorised development.</p>
Chelmsford City Council	<p>The length of the public right of way shown marked purple and labelled FC-T3 on sheet 3 of the streets, access and rights of way plan (a distance of 140 metres) to be temporarily closed for a distance of no more than 50 metres at a time.</p> <p>213_5</p>	<p>Temporarily closed and diverted along a route within the corridor shaded green and labelled FD-T4 to facilitate the construction of the authorised development.</p>
Braintree District Council	<p>The length of the public right of way shown marked purple and labelled FC-T4 on sheet 4 of the streets, access and rights of way plan (a distance of 295 metres) to be temporarily closed for a distance of no more than 50 metres at a time.</p> <p>113_30</p>	<p>Temporarily closed and diverted along a route within the corridor shaded green and labelled FD-T7 to facilitate the construction of the authorised development.</p>
Braintree District Council	<p>The length of the public right of way shown marked purple and labelled FC-T7 on sheet 7 of the streets, access and rights of way plan (a distance of 380 metres) to be temporarily closed for a distance of no more than 50 metres at a time.</p> <p>113_30</p>	<p>Temporarily closed and diverted along a route within the corridor shaded green and labelled FD-T8 to facilitate the construction of the authorised development.</p>
Braintree District Council	<p>The length of the public right of way shown marked purple and labelled FC-T8 on sheet 7 of the streets, access and rights of way plan (a distance of 110 metres) to be temporarily closed for a distance of no more than 50 metres at a time.</p> <p>221_53</p> <p>The length of the public right</p>	<p>Temporarily closed and diverted along a route within the corridor shaded green and</p>



Braintree District Council	<p>of way shown marked purple and labelled FC-T1 on sheets 8 and 9 of the streets, access and rights of way plan (a distance of 435 metres) to be temporarily closed for a distance of no more than 50 metres.</p> <p>113_25</p>	<p>labelled FD-T1 to facilitate the construction of the authorised development.</p> <p>Temporarily closed and diverted along a route within the corridor shaded green and labelled FD-T6 to facilitate the construction of the authorised development.</p>
Braintree District Council	<p>The length of the public right of way shown marked purple and labelled FC-T6 on sheets 7 and 8 of the streets, access and rights of way plan (a distance of 675 metres) to be temporarily closed for a distance of no more than 50 metres at a time.</p> <p>113_33</p>	<p>Temporarily closed and diverted along a route within the corridor shaded green and labelled FD-T5 to facilitate the construction of the authorised development.</p>
Braintree District Council	<p>The length of the public right of way shown marked purple and labelled FC-T5 on sheet 9 of the streets, access and rights of way plan (a distance of 340 metres) to be temporarily closed for no more than 50 metres at a time.</p>	

## PART 2

### PERMANENT USE OF MOTOR VEHICLES ON PUBLIC RIGHT OF WAY

(1) Area	(2) Public right of way	(3) Measures
Chelmsford City Council	<p>213_48</p> <p>Between the points marked green and labelled MV-A1 to MV-A2 on sheet 1 of the streets, access and rights of way plan.</p>	<p>Temporarily manage users of the public right of way whilst in use by motor vehicles under the direction of the undertaker.</p> <p>Motor vehicles under the direction of the undertaker may pass along, or cross, the length of the public right of way.</p>
Chelmsford City Council	<p>213_24</p> <p>Between the points marked green and labelled MV-A3 to MV-A4 on sheet 1 of the streets, access and rights of way plan.</p>	<p>Temporarily manage users of the public right of way whilst in use by motor vehicles under the direction of the undertaker.</p> <p>Motor vehicles under the direction of the undertaker may pass along, or cross, the length of the public right of way.</p>

Chelmsford City Council	213_20	Between the points marked green and labelled MV-B3 to MV-B4 on sheet 2 of the streets, access and rights of way plan.	way. Temporarily manage users of the public right of way whilst in use by motor vehicles under the direction of the undertaker.  Motor vehicles under the direction of the undertaker may pass along, or cross, the length of the public right of way.
Chelmsford City Council	213_21	Between the points marked green and labelled MV-B5 to MV-B6 on sheet 2 of the streets, access and rights of way plan.	Temporarily manage users of the public right of way whilst in use by motor vehicles under the direction of the undertaker.  Motor vehicles under the direction of the undertaker may pass along, or cross, the length of the public right of way.
Chelmsford City Council	213_19	Between the points marked green and labelled MV-B1 to MV-B2 on sheet 3 of the streets, access and rights of way plan.	Temporarily manage users of the public right of way whilst in use by motor vehicles under the direction of the undertaker.  Motor vehicles under the direction of the undertaker may pass along, or cross, the length of the public right of way.
Chelmsford City Council	213_18	Between the points marked green and labelled MV-F1 to MV-F2 on sheet 3 of the streets, access and rights of way plan.	Temporarily manage users of the public right of way whilst in use by motor vehicles under the direction of the undertaker.  Motor vehicles under the direction of the undertaker may pass along, or cross, the length of the public right of way.
Chelmsford City Council / Braintree District Council (border)	213_4	Between the points marked green and labelled MV-G1 to MV-G2 on sheet 4 of the streets, access and rights of way plan.	Temporarily manage users of the public right of way whilst in use by motor vehicles under the direction of the undertaker.  Motor vehicles under the direction of the undertaker may pass along, or cross, the length of the public right of way.
Chelmsford City Council / Braintree District Council (border)	113_32	Between the points marked green and labelled MV-G3 to MV-G4 on sheet 4 of the	Temporarily manage users of the public right of way whilst in use by motor vehicles under the direction of the undertaker.

	streets, access and rights of way plan.	Motor vehicles under the direction of the undertaker may pass along, or cross, the length of the public right of way.
Chelmsford City Council/ Braintree District Council (border)	113_32  Between the points marked green and labelled MV-G5 to MV-G6 on sheet 4 of the streets, access and rights of way plan.	Temporarily manage users of the public right of way whilst in use by motor vehicles under the direction of the undertaker.  Motor vehicles under the direction of the undertaker may pass along, or cross, the length of the public right of way.
Braintree District Council	113_30  Between the points marked green and labelled MV-H1 to MV-H2 on sheet 7 of the streets, access and rights of way plan.	Temporarily manage users of the public right of way whilst in use by motor vehicles under the direction of the undertaker.  Motor vehicles under the direction of the undertaker may pass along, or cross, the length of the public right of way.
Braintree District Council	113_30  Between the points marked green and labelled MV-H3 to MV-H4 on sheet 7 of the streets, access and rights of way plan.	Temporarily manage users of the public right of way whilst in use by motor vehicles under the direction of the undertaker.  Motor vehicles under the direction of the undertaker may pass along, or cross, the length of the public right of way.
Braintree District Council	113_25  Between the points marked green and labelled MV-H5 to MV-H6 on sheets 7 and 8 of the streets, access and rights of way plan.	Temporarily manage users of the public right of way whilst in use by motor vehicles under the direction of the undertaker.  Motor vehicles under the direction of the undertaker may pass along, or cross, the length of the public right of way.
Chelmsford City Council	221_53  Between the points marked green and labelled MV-I1 to MV-I2 on sheet 8 of the streets, access and rights of way plan.	Temporarily manage users of the public right of way whilst in use by motor vehicles under the direction of the undertaker.  Motor vehicles under the direction of the undertaker may pass along, or cross, the length of the public right of way.
Braintree District Council	113_33	Temporarily manage users of

Braintree District Council	113_33	<p>Between the points marked green and labelled MV-J1 to MVJ2 on sheet 9 of the streets, access and rights of way plan.</p> <p>Motor vehicles under the direction of the undertaker may pass along, or cross, the length of the public right of way.</p> <p>Temporarily manage users of the public right of way whilst in use by motor vehicles under the direction of the undertaker.</p> <p>Motor vehicles under the direction of the undertaker may pass along, or cross, the length of the public right of way.</p>
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### PART 3

#### TEMPORARY MANAGEMENT OF PUBLIC RIGHT OF WAY

(1) Area	(2) Public right of way	(3) Measure
Chelmsford City Council	213_20	Temporarily manage users of the public right of way during the construction of the authorised development.
	The length of the public right of way shown marked light blue and between points PM-B5 to PM-B6 on sheet 2 of the streets, access and rights of way plan to be temporarily managed for a distance of 66 metres.	
Chelmsford City Council	213_21	Temporarily manage users of the public right of way during the construction of the authorised development.
	The length of the public right of way shown marked light blue and between points PM-B7 to PM-B8 on sheet 2 of the streets, access and rights of way plan to be temporarily managed for a distance of 17 metres.	
Chelmsford City Council	213_21	Temporarily manage users of the public right of way during the construction of the authorised development.
	The length of the public right of way shown marked light blue and between points PM-B9 to PM-B10 on sheet 2 of the streets, access and rights of way plan to be temporarily managed for a distance of 6	

Chelmsford City Council	metres. 213_19	Temporarily manage users of the public right of way during the construction of the authorised development.
	The length of the public right of way shown marked light blue and between points PM-B1 to PM-B2 on sheet 3 of the streets, access and rights of way plan to be temporarily managed for a distance of 103	
Chelmsford City Council	metres. 213_19	Temporarily manage users of the public right of way during the construction of the authorised development.
	The length of the public right of way shown marked light blue and between points PM-B3 to PM-B4 on sheet 3 of the streets, access and rights of way plan to be temporarily managed for a distance of 88	
Braintree District Council	metres. 213_4	Temporarily manage users of the public right of way during the construction of the authorised development.
	The length of the public right of way shown marked light blue and between points PM-G1 to PM-G2 on sheet 4 of the streets, access and rights of way plan to be temporarily managed for a distance of 50	
Chelmsford City Council / Braintree District Council (border)	metres. 113_32	Temporarily manage users of the public right of way during the construction of the authorised development.
	The length of the public right of way shown marked light blue and between points PM-G3 to PM-G4 on sheet 4 of the streets, access and rights of way plan to be temporarily managed for a distance of 50	
	metres.	

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SCHEDULE 7  
ACCESS TO WORKS

Article 12

PART 1  
PERMANENT MEANS OF ACCESS TO WORKS

(1) Area	(2) Street	(3) Description of means of access
Chelmsford City Council	Private Road	The provision of a permanent means of access to the authorised development from the northern side of the private road between the points marked AC-A1 and AC-A2 on sheet 1 of the streets, access and rights of way plans.
Braintree District Council	Private Track	The provision of a permanent means of access to the authorised development from the northern side of the private track between the points marked AC-F1 and AC-F2 on sheet 3 of the streets, access and rights of way plans.
Braintree District Council	Private Track	The provision of a permanent means of access to the authorised development from the southern side of the private track between the points marked AC-F3 and AC-F4 on sheet 3 of the streets, access and rights of way plans.
Braintree District Council	Private Track	The provision of a permanent means of access to the authorised development from the northern side of the private track between the points marked AC-F5 and AC-F6 on sheets 3 and 4 of the streets, access and rights of way plans.
Braintree District Council	Private Track	The provision of a permanent means of access to the authorised development from the southern side of the private track between the points marked AC-F7 and AC-F8 on sheets 3 and 4 of the streets, access and rights of way plans.
Braintree District Council	Private Track	The provision of a permanent means of access to the authorised development from

Chelmsford City Council	Private Track	the southern side of the private track between the points marked AC-F9 and AC-F10 on sheets 3 and 4 of the streets, access and rights of way plans. The provision of a permanent means of access to the authorised development from the southwest side of the private track between the points marked AC-G1 and AC-G2 on sheet 4 of the streets, access and rights of way plans.
Chelmsford City Council/ Braintree District Council(border)	Private Track	The provision of a permanent means of access to the authorised development from the northern side of the private track between the points marked AC-G3 and AC-G4 on sheet 4 of the streets, access and rights of way plans.
Chelmsford City Council / Braintree District Council (border)	Private Track	The provision of a permanent means of access to the authorised development from the southern side of the private track between the points marked AC-G5 and AC-G6 on sheet 4 of the streets, access and rights of way plans.
Chelmsford City Council	Waltham Road	The provision of a permanent means of access to the authorised development from the northern side of Waltham Road between the points marked AC-D1 and AC-D2 on sheet 4 of the streets, access and rights of way plans.
Braintree District Council	Private Track	The provision of a permanent means of access to the authorised development from the northwestern side of the private track between the points marked AC-H1 and AC-H2 on sheet 7 of the streets, access and rights of way plans.
Braintree District Council	Private Track	The provision of a permanent means of access to the authorised development from the southeastern side of the private track between the points marked AC-H3 and AC-H4 on sheet 7 of the streets, access and rights of way plans.
Braintree District Council	Private Track	The provision of a permanent

Braintree District Council	Private Track	means of access to the authorised development from the western side of the private track between the points marked AC-H5 and AC-H6 on sheet 7 of the streets, access and rights of way plans. The provision of a permanent means of access to the authorised development from the eastern side of the private track between the points marked AC-H7 and AC-H8 on sheet 7 of the streets, access and rights of way plans.
Braintree District Council	Private Track	The provision of a permanent means of access to the authorised development from the western side of the private track between the points marked AC-H9 and AC-H10 on sheet 7 of the streets, access and rights of way plans.
Braintree District Council	Private Track	The provision of a permanent means of access to the authorised development from the northern side of the private track between the points marked AC-H11 and AC-H12 on sheet 7 of the streets, access and rights of way plans.
Braintree District Council	Private Track	The provision of a permanent means of access to the authorised development from the western side of the private track between the points marked AC-H13 and AC-H14 on sheet 7 of the streets, access and rights of way plans.
Braintree District Council	Private Track	The provision of a permanent means of access to the authorised development from the eastern side of the private track between the points marked AC-H15 and AC-H16 on sheet 7 of the streets, access and rights of way plans.
Chelmsford City Council / Braintree District Council (border)	Junction of Noakes Farm Road and Noakes Lane	The provision of a permanent means of access to the authorised development from the southern side of the Junction of Noakes Farm Road and Noakes Lane between the points marked AC-I1 and AC-I2 on sheet 8 of the streets, access and rights of way plans.
Chelmsford City Council /	Junction of Noakes Farm Road	The provision of a permanent



Braintree District Council (border)	and Noakes Lane	means of access to the authorised development from the northern side of the Junction of Noakes Farm Road and Noakes Lane between the points marked AC-I3 and AC-I4 on sheet 8 of the streets, access and rights of way plans.
Chelmsford City Council	Noakes Lane	The provision of a permanent means of access to the authorised development from the western side of Noakes Lane between the points marked AC-I5 and AC-I6 on sheet 8 of the streets, access and rights of way plans.
Braintree District Council	Noakes Lane	The provision of a permanent means of access to the authorised development from the eastern side of Noakes Lane between the points marked AC-I7 and AC-I8 on sheet 8 of the streets, access and rights of way plans.
Braintree District Council	Private Track	The provision of a permanent means of access to the authorised development from the northern side of the private track between the points marked AC-J1 and AC-J2 on sheet 9 of the streets, access and rights of way plans.
Braintree District Council	Private Track	The provision of a permanent means of access to the authorised development from the southern side of the private track between the points marked AC-J3 and AC-J4 on sheet 9 of the streets, access and rights of way plans.
Braintree District Council	Private Track	The provision of a permanent means of access to the authorised development from the northern side of the private track between the points marked AC-J5 and AC-J6 on sheet 9 of the streets, access and rights of way plans.
Braintree District Council	Private Track	The provision of a permanent means of access to the authorised development from the southern side of the private track between the points marked AC-J7 and AC-J8 on sheet 9 of the streets, access and rights of way plans.
Braintree District Council	Private Track	The provision of a permanent

Braintree District Council	Private Track	<p>means of access to the authorised development from the southern side of the private track between the points marked AC-J9 and AC-J10 on sheet 9 of the streets, access and rights of way plans.</p> <p>The provision of a permanent means of access to the authorised development from the western side of the private track between the points marked AC-J11 and AC-J12 on sheet 9 of the streets, access and rights of way plans.</p>
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**PART 2**  
**TEMPORARY MEANS OF ACCESS**

(1) Area	(2) Street	(3) Description of means of access
Chelmsford City Council	Private Road	The provision of a temporary means of access to the authorised development from the northern side of the Private Road between the points marked AC-A3 and AC-A4 on sheet 1 of the streets, access and rights of way plans.
Chelmsford City Council	Private Road	The provision of a temporary means of access to the authorised development from the southern side of the Private Road between the points marked AC-A5 and AC-A6 on sheet 1 of the streets, access and rights of way plans.
Chelmsford City Council	Waltham Road	The provision of a temporary means of access to the authorised development from the eastern side of Waltham Road between the points marked AC-C1 and AC-C2 on sheet 2 of the streets, access and rights of way plans.
Chelmsford City Council	Waltham Road	The provision of a temporary means of access to the authorised development from the western side of Waltham Road between the points marked AC-C3 and AC-C4 on sheet 2 of the streets, access and rights of way plans.

## SCHEDULE 8

Article 14

### TRAFFIC REGULATION MEASURES

(1) Area	(2) Extent of temporary traffic signal and banksman control area
Chelmsford City Council	Private Road
Chelmsford City Council	<p>An area of private road in a generally easterly direction for a distance of 1050 metres as shown with a green broken line on sheet 1 of the traffic regulation measures plans, reference TS1.</p> <p>Junction of Waltham Road and Chantry Lane</p>
Chelmsford City Council	<p>An area of existing highway in a generally northerly direction on Waltham Road for a distance of 100 metres and in a generally easterly direction on Chantry Lane for a distance of 50 metres as shown with a green broken line on sheet 2 of the traffic regulation measures plans, reference TS2.</p> <p>Waltham Road Junction</p>
Chelmsford City Council	<p>An area of existing highway in a generally northwesterly direction on Waltham Road for a distance of 320 metres, in a generally northwesterly direction on Boreham Road for a distance of 30 metres and in a generally southwesterly direction on Cranham Road for a distance of 30 metres as shown with a green broken line on sheets 4 and 5 of the traffic regulation measures plans, reference TS3.</p> <p>Cranham Road and Wheelers Hill</p>
Chelmsford City Council / Braintree District Council (border)	<p>An area of existing highway in a generally westerly direction on Cranham Road and Wheelers Hill for a distance of 2805 metres as shown with a green broken line on sheets 5 and 6 of the traffic regulation measures plans, reference TS4.</p> <p>Noakes Lane and Noakes Farm Road</p>
Braintree District Council	<p>An area of existing highway in a generally southeasterly direction on Noakes Lane for a distance of 360 metres and in a generally northeasterly direction on Noakes Farm Road for a distance of 525 metres as shown with a green broken line on sheets 7 and 8 of the traffic regulation measures plans, reference TS5.</p> <p>Noakes Farm Road</p>

An area of existing highway in a generally northeasterly direction on Noakes Farm Road for a distance of 170 metres as shown with a green broken line on sheet 7 of the traffic regulation measures plans, reference TS6.

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LAND IN WHICH ONLY NEW RIGHTS ETC. MAY BE ACQUIRED

**Interpretation**

1. In this Schedule—

“access rights” means rights over land to—

- (a) alter, improve, form, maintain, retain, use (with or without vehicles, plant and machinery), remove, reinstate means of access to the authorised development including visibility splays and road widening and to remove impediments (including vegetation) to such access; and
- (b) pass and repass on foot, with or without vehicles, plant and machinery (including rights to lay and use any temporary surface) for all purposes in connection with the authorised development;

“cable rights” means rights over land to—

- (a) install, use, support, protect, inspect, alter, remove, replace, retain, renew, improve and maintain electrical underground cables, earthing cables, optical fibre cables, data cables, telecommunications cables and other services, works associated with such cables including bays, ducts, protection and safety measures and equipment, and other apparatus and structures;
- (b) remain, pass and repass on foot, with or without vehicles, plant and machinery (including rights to lay and use any temporary surface or form a temporary compound) for all purposes in connection with the authorised development; and
- (c) restrict and remove the erection of buildings or structures, restrict the altering of ground levels, restrict and remove vegetation and restrict the planting of trees or carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt or interfere with the exercise of the rights or damage the authorised development;

“substation connection rights” means rights over land to—

- (a) install, use, support, protect, inspect, alter, remove, replace, retain, renew, improve and maintain electrical cables, earthing cables, optical fibre cables, data cables, telecommunications cables and other services, works associated with such cables including bays, ducts, protection and safety measures and equipment, and other apparatus and structures and to connect such cables and services to the National Grid Bulls Lodge substation;
- (b) install, use, support, protect, inspect, alter, remove, replace, retain, renew, improve and maintain watercourses, public sewers and drains and drainage apparatus and equipment;
- (c) remain, pass and repass on foot, with or without vehicles, plant and machinery (including rights to lay and use any temporary surface or form a temporary compound) for all purposes in connection with the Bulls Lodge substation works;
- (d) restrict and remove the erection of buildings or structures, restrict the altering of ground levels, restrict and remove the planting of trees or carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt or interfere with the exercise of the rights or damage the authorised development; and
- (e) install, use, support, protect, inspect, alter, remove, replace, retain, renew, improve and maintain soft landscaping and biodiversity measures.

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<i>(1)</i>	<i>(2)</i>
<i>Plot reference number shown on the Land</i>	<i>Purposes for which rights over land may be</i>

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<i>Plans</i>	<i>required and restrictive covenants imposed</i>
Land Plans – Sheet 1	
1/1A (excluding subsoil interests)	access rights
1/1B	cable rights
1/2A (excluding subsoil interests)	access rights
1/2A/2	cable rights
1/2B	cable rights and access rights
1/2D/1 (excluding subsoil interests)	access rights
1/2E	cable rights
1/2F	cable rights
1/3A	substation connection rights
Land Plans – Sheet 2	
2/1A	cable rights
2/1B	cable rights
2/1E	cable rights
2/2	cable rights
2/3	cable rights
2/4	cable rights
2/5	cable rights
2/6	cable rights
Land Plans – Sheet 3	
3/4	cable rights
Land Plans – Sheet 4	
4/2 (excluding subsoil interests)	access rights
5/1A (excluding subsoil interests)	access rights
Land Plans – Sheet 5	
5/1B (excluding subsoil interests)	access rights
Land Plans – Sheet 6	
6/1 (excluding subsoil interests)	access rights
Land Plans – Sheet 7	
7/2	access rights
7/2/2	access rights
Land Plans – Sheet 8	
8/2	access rights
8/2/1 (excluding subsoil interests)	access rights
8/2/2	access rights

**MODIFICATION OF COMPENSATION AND COMPULSORY  
PURCHASE ENACTMENTS FOR THE CREATION OF NEW  
RIGHTS AND IMPOSITION OF NEW RESTRICTIVE COVENANTS**

**Compensation enactments**

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land are to apply, with the necessary modifications as respects compensation, in the case of a compulsory acquisition under this Order of a right by the creation of a new right or the imposition of a restrictive covenant as they apply as respects compensation on the compulsory purchase of land and interests in land.

2.—(1) Without limitation on the scope of paragraph 1, the Land Compensation Act 1973(a) has effect subject to the modifications set out in sub-paragraph (2).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 (measure of compensation in case of severance) of the 1965 Act as substituted by paragraph 5—

- (a) for the words “land is acquired or taken from” substitute “a right or restrictive covenant over land is purchased from or imposed on”; and
- (b) for the words “acquired or taken from him” substitute “over which the right is exercisable or the restrictive covenant enforceable”.

3.—(1) Without limitation on the scope of paragraph 1, the 1961 Act has effect subject to the modifications set out in sub-paragraph (2).

(2) In section 5A(5A) (relevant valuation date), omit the words after “if—“ and substitute—

- “(a) the acquiring authority enters on land for the purpose of exercising a right in pursuant of a notice of entry under section 11(1) of the 1965 Act (as modified by paragraph 5(5) of Schedule 10 to the Longfield Solar Farm Order [20\*\*]);
- (b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A to the 1965 Act (as substituted by paragraph 5(8) of Schedule 10 to the Longfield Solar Farm Order [20\*\*]) to acquire an interest in the land; and
- (c) the acquiring authority enters on and takes possession of that land

the authority is deemed for the purposes of subsection (3)(a) to have entered on that land where it entered on that land for the purpose of exercising that right.”.

**Application of Part 1 of the 1965 Act**

4. Part 1 (compulsory purchase under Acquisition of Land Act 1946) of the 1965 Act, as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act to the acquisition of land under article 19 (compulsory acquisition of land) and as modified by article 26 (modification of Part 1 of the Compulsory Purchase Act 1965), applies to the compulsory acquisition of a right by the creation of a new right under article 21 (compulsory acquisition of rights)—

- (a) with the modifications specified in paragraph 5; and
- (b) with such other modifications as may be necessary.

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(a) 1973 c.26.

5.—(1) The modifications referred to in paragraph 4(a) are as follows—

(2) References in the 1965 Act to land are, in the appropriate contexts, to be read (according to the requirements of the particular context) as referring to, or as including references to—

- (a) the right acquired or to be acquired, or the restriction imposed or to be imposed; or
- (b) the land over which the right is or is to be exercisable, or the restriction is to be enforceable.

(3) For section 7 of the 1965 Act (measure of compensation in case of severance) substitute—

“7. In assessing the compensation to be paid by the acquiring authority under this Act, regard must be had not only to the extent (if any) to which the value of the land over which the right is to be acquired or the restrictive covenant is to be imposed is depreciated by the acquisition of the right or the imposition of the covenant but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act.”.

(4) The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

- (a) section 9(4) (failure by owners to convey);
- (b) paragraph 10(3) of Schedule 1 (owners under incapacity);
- (c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and
- (d) paragraphs 2(3) and 7(2) of Schedule 4 (common land),

are modified to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired or the restrictive covenant which is to be imposed is vested absolutely in the acquiring authority.

(5) Section 11(a) (powers of entry) of the 1965 Act is modified to secure that, as from the date on which the acquiring authority has served notice to treat in respect of any right or restrictive covenant, as well as the notice of entry required by subsection (1) of that section (as it applies to compulsory acquisition under article 19 (compulsory acquisition of land)), it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant (which is deemed for this purpose to have been created on the date of service of the notice); and sections 11A(b) (powers of entry: further notices of entry), 11B(c) (counter-notice requiring possession to be taken on specified date), 12(d) (penalty for unauthorised entry) and 13(e) (refusal to give possession to acquiring authority) of the 1965 Act are modified correspondingly.

(6) Section 20(f) (tenants at will, etc.) of the 1965 Act applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right or enforcement of the restrictive covenant in question.

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- (a) Section 11 was amended by section 34(1) of, and Schedule 4 to, the Acquisition of Land Act 1981 (c. 67), section 3 of, and Part 1 of Schedule 1 to, the Housing (Consequential Provisions) Act 1985 (c. 71), section 14 of, and paragraph 12(1) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (No. 1), sections 186(2), 187(2) and 188 of, and paragraph 6 of Schedule 14 and paragraph 3 of Schedule 16 to, the Housing and Planning Act 2016 (c. 22) and S.I. 2009/1307.
  - (b) Section 11A was inserted by section 186(3) of the Housing and Planning Act 2016.
  - (c) Section 11B was inserted by section 187(3) of the Housing and Planning Act 2016.
  - (d) Section 12 was amended by section 56(2) of, and Part 1 of Schedule 9 to, the Courts Act 1971 (c. 23) and paragraphs (2) and (4) of Schedule 16 to the Housing and Planning Act 2016.
  - (e) Section 13 was amended by sections 62(3), 139(4) to (9) and 146 of, and paragraphs 27 and 28 of Schedule 13 and Part 3 of Schedule 23 to the Tribunals, Courts and Enforcement Act 2007 (c. 15).
  - (f) Section 20 was amended by paragraph 4 of Schedule 15 to the Planning and Compensation Act 1991 (c. 34) and S.I. 2009/1307.



(7) Section 22 (interests omitted from purchase) of the 1965 Act as modified by article 26(4) (modification of Part 1 of the Compulsory Purchase Act 1965) is so modified as to enable the acquiring authority, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired or restrictive covenant imposed, subject to compliance with that section as respects compensation.

(8) For Schedule 2A to the 1965 Act (counter notice requiring purchase of land not in notice to treat) substitute—

## “SCHEDULE 2A

### COUNTER-NOTICE REQUIRING PURCHASE OF LAND

1.—(1) This Schedule applies where an acquiring authority serves a notice to treat in respect of a right over, or restrictive covenant affecting, the whole or part of a house, building or factory and have not executed a general vesting declaration under section 4 of the 1981 Act as applied by article 23 (application of the 1981 Act) of the Longfield Solar Farm Order [20\*\*] in respect of the land to which the notice to treat relates.

(2) But see article 24(3) (acquisition of subsoil only) of the Longfield Solar Farm [20\*\*] which excludes the acquisition of subsoil only from this Schedule.

2. In this Schedule, “house” includes any park or garden belonging to a house.

#### **Counter-notice requiring purchase of land**

3. A person who is able to sell the house, building or factory (“the owner”) may serve a counter-notice requiring the authority to purchase the owner’s interest in the house, building or factory.

4. A counter-notice under paragraph 3 must be served within the period of 28 days beginning with the day on which the notice to treat was served.

#### **Response to counter-notice**

5. On receiving a counter-notice, the acquiring authority must decide whether to—

- (a) withdraw the notice to treat,
- (b) accept the counter notice, or
- (c) refer the counter notice to the Upper Tribunal.

6. The authority must serve notice of their decision on the owner within the period of three months beginning with the day on which the counter-notice is served (“the decision period”).

7. If the authority decides to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

8. If the authority does not serve notice of a decision within the decision period they are to be treated as if they had served notice of a decision to withdraw the notice to treat at the end of that period.

9. If the authority serves notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner’s interest in the house, building or factory.

#### **Determination by the Upper Tribunal**

10. On a referral under paragraph 7, the Upper Tribunal must determine whether the acquisition of the right or the imposition of the restrictive covenant would—

- (a) in the case of a house, building or factory; cause material detriment to the house, building or factory, or
- (b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.

**11.** In making its determination, the Upper Tribunal must take into account—

- (a) the effect of the acquisition of the right or the imposition of the covenant,
- (b) the use to be made of the right or covenant proposed to be acquired or imposed, and
- (c) if the right or covenant is proposed to be acquired or imposed for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.

**12.** If the Upper Tribunal determines that the acquisition of the right or the imposition of the covenant would have either of the consequences described in paragraph 10, it must determine how much of the house, building or factory the authority ought to be required to take.

**13.** If the Upper Tribunal determines that the authority ought to be required to take some or all of the house, building or factory, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in that land.

**14.—(1)** If the Upper Tribunal determines that the authority ought to be required to take some or all of the house, building or factory, the authority may at any time within the period of six weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the acquiring authority withdraws the notice to treat under this paragraph they must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawal of the notice.

(3) Any dispute as to the compensation is to be determined by the Upper Tribunal.”.

SCHEDULE 11

Article 28

LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

<i>(1)</i>	<i>(2)</i>
<i>Plot reference number shown on the Land Plans</i>	<i>Purpose for which temporary possession may be taken</i>
Land Plans – Sheet 1	
1/1B/1	Temporary use as construction laydown areas (Work No. 4B)
1/2A/2/1	Temporary use as construction laydown areas (Work No. 4B)
1/2D	Temporary use as construction laydown areas, works to facilitate access, and temporary overhead line alterations including two new temporary pylons and realignment of the existing 400kV overhead line. (Work Nos. 7B, 9 and 5B)
Land Plans – Sheet 2	
2/1B/1	Temporary use as construction laydown areas (Work No. 4B)
2/1B/2	Temporary use as construction laydown areas (Work No. 4B)
2/1B/3	Temporary use as construction laydown areas (Work No. 4B)
2/1E/1	Temporary use as construction laydown areas (Work No. 4B)
2/6/1	Temporary use as construction laydown areas (Work No. 4B)

## SCHEDULE 12

Article 37

### HEDGEROWS TO BE REMOVED

(1) Area	(2) Number of hedgerow and extent of removal	(3) Purpose of removal
Braintree District Council	Removal of that part of the hedgerow shown approximately within the area identified by a pink line on the vegetation removal plan, reference 1	To facilitate construction of the authorised development
Braintree District Council	Removal of that part of the hedgerow shown approximately within the area identified by a pink line on the vegetation removal plan, reference 2	To facilitate construction of the authorised development
Braintree District Council	Removal of that part of the hedgerow shown approximately within the area identified by a pink line on the vegetation removal plan, reference 3	To facilitate construction of the authorised development
Braintree District Council	Removal of that part of the hedgerow shown approximately within the area identified by a pink line on the vegetation removal plan, reference 4	To facilitate construction of the authorised development
Braintree District Council	Removal of that part of the hedgerow shown approximately within the area identified by a pink line on the vegetation removal plan, reference 5	To facilitate construction of the authorised development
Chelmsford City Council	Removal of that part of the hedgerow shown approximately within the area identified by a pink line on the vegetation removal plan, reference 6	To facilitate construction of the authorised development
Braintree District Council	Removal of that part of the hedgerow shown approximately within the area identified by a pink line on the vegetation removal plan, reference 7	To facilitate construction of the authorised development
Braintree District Council	Removal of that part of the hedgerow shown approximately within the area identified by a pink line on the vegetation removal plan,	To facilitate construction of the authorised development

Braintree District Council	reference 8 Removal of that part of the hedgerow shown approximately within the area identified by a pink line on the vegetation removal plan, reference 9	To facilitate construction of the authorised development
Braintree District Council	Removal of that part of the hedgerow shown approximately within the area identified by a pink line on the vegetation removal plan, reference 10	To facilitate construction of the authorised development
Chelmsford City Council	Removal of that part of the hedgerow shown approximately within the area identified by a pink line on the vegetation removal plan, reference 11	To create a visibility splay
Chelmsford City Council / Braintree District Council (border)	Removal of that part of the hedgerow shown approximately within the area identified by a pink line on the vegetation removal plan, reference 12	To facilitate construction of the authorised development
Chelmsford City Council / Braintree District Council (border)	Removal of that part of the hedgerow shown approximately within the area identified by a pink line on the vegetation removal plan, reference 13	To facilitate construction of the authorised development and to create a visibility splay
Braintree District Council	Removal of that part of the hedgerow shown approximately within the area identified by a pink line on the vegetation removal plan, reference 14	To facilitate construction of the authorised development
Braintree District Council	Removal of that part of the hedgerow shown approximately within the area identified by a pink line on the vegetation removal plan, reference 16	To facilitate construction of the authorised development
Chelmsford City Council	Removal of that part of the hedgerow shown approximately within the area identified by a pink line on the vegetation removal plan, reference 17	To create a visibility splay
Chelmsford City Council	Removal of that part of the hedgerow shown approximately within the area identified by a pink line on the vegetation removal plan, reference 18	To facilitate construction of the authorised development
Braintree District Council	Removal of that part of the	To facilitate construction of

	hedgerow shown approximately within the area identified by a pink line on the vegetation removal plan, reference 19	the authorised development
Braintree District Council	Removal of that part of the hedgerow shown approximately within the area identified by a pink line on the vegetation removal plan, reference 20	To facilitate construction of the authorised development
Chelmsford City Council	Removal of that part of the hedgerow shown approximately within the area identified by a pink line on the vegetation removal plan, reference 21	To facilitate construction of the authorised development
Chelmsford City Council	Removal of that part of the hedgerow shown approximately within the area identified by a pink line on the vegetation removal plan, reference 22	To facilitate construction of the authorised development
Chelmsford City Council	Removal of that part of the hedgerow shown approximately within the area identified by a pink line on the vegetation removal plan, reference 23	To facilitate construction of the authorised development
Chelmsford City Council	Removal of that part of the hedgerow shown approximately within the area identified by a pink line on the vegetation removal plan, reference 24	To facilitate construction of the authorised development
Chelmsford City Council	Removal of that part of the hedgerow shown approximately within the area identified by a pink line on the vegetation removal plan, reference 25	To facilitate construction of the authorised development
Chelmsford City Council	Removal of that part of the hedgerow shown approximately within the area identified by a pink line on the vegetation removal plan, reference 26	To facilitate construction of the authorised development
Chelmsford City Council	Removal of that part of the hedgerow shown approximately within the area identified by a pink line on the vegetation removal plan, reference 27	To facilitate construction of the authorised development
Chelmsford City Council	Removal of that part of the hedgerow shown approximately within the area identified by a pink line on the	To facilitate construction of the authorised development

vegetation removal plan,  
reference 28

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SCHEDULE 13

Article 39

DOCUMENTS AND PLANS TO BE CERTIFIED

**Table 1**

<i>(1)</i> <i>Document name</i>	<i>(2)</i> <i>Document reference</i>	<i>(3)</i> <i>Revision number</i>	<i>(4)</i> <i>Date</i>
biodiversity design strategy	7.3.B	1.0	February 2022
book of reference	4.3(B)	3.0	January 2023
Bulls Lodge substation extension drainage strategy	Appendix 9D contained in the environmental statement (document reference 6.2)	1.0	February 2022
decommissioning strategy	7.12(A)	2.0	August 2022
environmental statement	environmental statement volume 1: 6.1 (excluding chapters 2, 3, 7, 10, 14)	1.0	February 2022
	environmental statement volume 1: 6.1(A) (chapters 2, and 10)	2.0	August 2022
	environmental statement volume 1: 6.1(B) (chapter 3)	2.0	September 2022
	environmental statement volume 1: 6.1(B) (chapter 7)	3.0	September 2022
	environmental statement volume 1: 6.1(A) (chapter 14)	2.0	November 2022
	environmental statement volume 2: 6.2 (excluding appendices 2A, 7A, 9A, 10F, 13B)	1.0	February 2022
	environmental statement volume 2: 6.2(A) (appendix 2A)	2.0	December 2022
	environmental statement volume 2: 6.2(A) (appendix 7A)	2.0	September 2022



environmental statement volume 2: 6.2(A) (appendices 9A, 10F)	2.0	August 2022
environmental statement volume 2: 6.2(C) (appendix 13B)	4.0	November 2022
environmental statement volume 3: 6.3 (excluding figures 2-3, 2-5, 2-27, 2-32, 10-13 (visualisations 4 and 5 of 5) and 10-15)	1.0	February 2022
environmental statement volume 3: 6.3(A) (figure 2-3)	2.0	August 2022
environmental statement volume 3: 6.3(A) (figure 2-32)	2.0	September 2022
environmental statement volume 3: 6.3(A) (figure 10-13 (visualisations 4 and 5 of 5))	2.0	October 2022
environmental statement volume 3: 6.3(C) (figure 10-15)	4.0	November 2022
environmental statement volume 3: 6.3B (figure 2-5)	3.0	December 2022
environmental statement volume 3: 6.3B (figure 2-27)	3.0	December 2022
cable route and substation ecology survey: 8.7	1.0	August 2022
Wheeler's Hill and Cranham Road ecology survey: 8.8	1.0	August 2022
arboricultural impact assessment 8.13	1.0	October 2022
Phase 1 ecology	1.0	October 2022

	survey report 8.14	1.0	November 2022
	Ecology appraisal for Boreham Road AIL Access 8.18		
flood risk assessment	Appendix 9A contained in the environmental statement (document reference 6.2(A))	2.0	August 2022
framework construction traffic management plan	Appendix 13B contained in the environmental statement (document reference 6.2(D))	5.0	January 2023
land plans	2.1(A)	2.0	September 2022
outline battery safety management plan	7.6	1.0	February 2022
outline construction environmental management plan	7.10(C)	4.0	November 2022
outline design principles	7.3.A(D)	5.0	December 2022
outline landscape and ecological management plan	7.13(E)	6.0	January 2023
outline operational environmental management plan	7.11(C)	4.0	November 2022
outline public rights of way management plan	Appendix 13C contained in the environmental statement (document reference 6.2(A))	2.0	October 2022
outline soils resource management plan	8.16	1.0	October 2022
overarching written scheme of investigation	8.11(A)	2.0	October 2022
permissive paths plans	7.14(A)	2.0	January 2023
streets, access and rights of way plans	2.3(A)	2.0	October 2022
SuDS strategy	Appendix 9C contained in the environmental statement (document reference 6.2)	1.0	February 2022
traffic regulation measures plans	2.4	1.0	February 2022
vegetation removal plan	Figure 10-15 (document reference 6.3(C))	4.0	November 2022
works plans	2.2(B)	3.0	October 2022

## SCHEDULE 14

Article 40

### ARBITRATION RULES

#### **Commencing an arbitration**

1.—(1) The primary objective of these arbitration rules is to achieve a fair, impartial, final and binding award on the substantive difference between the parties (save as to costs) within 4 months from the date the arbitrator is appointed pursuant to article 40 of this Order.

(2) The arbitration is deemed to have commenced when a party (“the claimant”) serves a written notice of arbitration on the other party (“the respondent”).

#### **Time periods**

2.—(1) All time periods in these arbitration rules are measured in days and include weekends, but not bank or public holidays.

(2) Time periods are calculated from the day after the arbitrator is appointed which is either—

- (a) the date the arbitrator notifies the parties in writing of his/her acceptance of an appointment by agreement of the parties; or
- (b) the date the arbitrator is appointed by the Secretary of State.

#### **Timetable**

3.—(1) The timetable for the arbitration is that which is set out in sub-paragraphs (2) to (4) below unless amended in accordance with paragraph 5(3).

(2) Within 14 days of the arbitrator being appointed, the claimant must provide both the respondent and the arbitrator with—

- (a) a written statement of claim which describes the nature of the difference between the parties, the legal and factual issues, the claimant’s contentions as to those issues, the amount of its claim or the remedy it is seeking;
- (b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports.

(3) Within 14 days of receipt of the claimant’s statements under sub-paragraph (2) by the arbitrator and respondent, the respondent must provide the claimant and the arbitrator with—

- (a) a written statement of defence consisting of a response to the claimant’s statement of claim, its statement in respect of the nature of the difference, the legal and factual issues in the claimant’s claim, its acceptance of any elements of the claimant’s claim and its contentions as to those elements of the claimant’s claim it does not accept;
- (b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports;
- (c) any objection it wishes to make to the claimant’s statements, comments on the claimant’s expert reports (if submitted by the claimant) and explanations of the objections.

(4) Within seven days of the respondent serving its statements under sub-paragraph (3), the claimant may make a statement of reply by providing both the respondent and the arbitrator with—

- (a) a written statement responding to the respondent’s submissions, including its reply in respect of the nature of the difference, the issues (both factual and legal) and its contentions in relation to the issues;

- (b) all statements of evidence and copies of documents in response to the respondent's submissions;
- (c) any expert report in response to the respondent's submissions;
- (d) any objections to the statements of evidence, expert reports or other documents submitted by the respondent; and
- (e) its written submissions in response to the legal and factual issues involved.

## **Procedure**

4.—(1) The parties' pleadings, witness statements and expert reports (if any) must be concise. A single pleading must not exceed 30 single-sided A4 pages using 10pt Arial font.

(2) The arbitrator will make an award on the substantive differences based solely on the written material submitted by the parties unless the arbitrator decides that a hearing is necessary to explain or resolve any matters.

(3) Either party may, within two days of delivery of the last submission, request a hearing giving specific reasons why it considers a hearing is required.

(4) Within seven days of receiving the last submission, the arbitrator must notify the parties whether a hearing is to be held and the length of that hearing.

(5) Within ten days of the arbitrator advising the parties that a hearing is to be held, the date and venue for the hearing are to be fixed by agreement with the parties, save that if there is no agreement the arbitrator must direct a date and venue which the arbitrator considers is fair and reasonable in all the circumstances. The date for the hearing must not be less than 35 days from the date of the arbitrator's direction confirming the date and venue of the hearing.

(6) A decision must be made by the arbitrator on whether there is any need for expert evidence to be submitted orally at the hearing. If oral expert evidence is required by the arbitrator, then any experts attending the hearing may be asked questions by the arbitrator.

(7) There is to be no examination or cross-examination of experts, but the arbitrator must invite the parties to ask questions of the experts by way of clarification of any answers given by the experts in response to the arbitrator's questions. Prior to the hearing in relation to the experts—

- (a) at least 28 days before a hearing, the arbitrator must provide a list of issues to be addressed by the experts;
- (b) if more than one expert is called, they will jointly confer and produce a joint report or reports within 14 days of the issues being provided; and
- (c) the form and content of a joint report must be as directed by the arbitrator and must be provided at least seven days before the hearing.

(8) Within 14 days of a hearing or a decision by the arbitrator that no hearing is to be held the parties may by way of exchange provide the arbitrator with a final submission in connection with the matters in dispute and any submissions on costs. The arbitrator must take these submissions into account in the award.

(9) The arbitrator may make other directions or rulings as considered appropriate in order to ensure that the parties comply with the timetable and procedures to achieve an award on the substantive difference within four months of the date on which the arbitrator is appointed, unless both parties otherwise agree to an extension to the date for the award.

(10) If a party fails to comply with the timetable, procedure or any other direction then the arbitrator may continue in the absence of a party or submission or document, and may make a decision on the information before the arbitrator attaching the appropriate weight to any evidence submitted beyond any timetable or in breach of any procedure or direction.

(11) The arbitrator's award must include reasons. The parties must accept that the extent to which reasons are given must be proportionate to the issues in dispute and the time available to the arbitrator to deliver the award.

### **Arbitrator's powers**

5.—(1) The arbitrator has all the powers of the Arbitration Act 1996, save where modified in this Schedule.

(2) There must be no discovery or disclosure, except that the arbitrator is to have the power to order the parties to produce such documents as are reasonably requested by another party no later than the statement of reply, or by the arbitrator, where the documents are manifestly relevant, specifically identified and the burden of production is not excessive. Any application and orders should be made by way of a Redfern Schedule without any hearing.

(3) Any time limits fixed in accordance with this procedure or by the arbitrator may be varied by agreement between the parties, subject to any such variation being acceptable to and approved by the arbitrator. In the absence of agreement, the arbitrator may vary the timescales or procedure—

- (a) if the arbitrator is satisfied that a variation of any fixed time limit is reasonably necessary to avoid a breach of the rules of natural justice and then;
- (b) only for such a period that is necessary to achieve fairness between the parties.

(4) On the date the award is made, the arbitrator will notify the parties that the award is completed, signed and dated, and that it will be issued to the parties on receipt of cleared funds for the arbitrator's fees and expenses.

### **Costs**

6.—(1) The costs of the arbitration must include the fees and expenses of the arbitrator, the reasonable fees and expenses of any experts and the reasonable legal and other costs incurred by the parties for the arbitration.

(2) Where the difference involves connected or interrelated issues, the arbitrator must consider the relevant costs collectively.

(3) The final award must fix the costs of the arbitration and decide which of the parties are to bear them or in what proportion they are to be borne by the parties.

(4) The arbitrator must award recoverable costs on the general principle that each party should bear its own costs, having regard to all material circumstances, including such matters as exaggerated claims or defences, the degree of success for different elements of the claims, claims that have incurred substantial costs, the conduct of the parties and the degree of success of a party.

### **Confidentiality**

7.—(1) Hearings in this arbitration are to take place in private.

(2) Materials, documents, awards, expert reports and any matters relating to the arbitration are confidential and must not be disclosed to any third party without prior written consent of the other party, save for any application to the courts or where disclosure is required under any legislative or regulatory requirement.

## PROTECTIVE PROVISIONS

## PART 1

## FOR THE PROTECTION OF ELECTRICITY, GAS, WATER AND SEWERAGE UNDERTAKERS

1. For the protection of the utility undertakers referred to in this part of this Schedule, the following provisions have effect, unless otherwise agreed in writing between the undertaker and the utility undertakers concerned.

2. In this part of this Schedule—

“alternative apparatus” means alternative apparatus adequate to enable the utility undertaker in question to fulfil its statutory functions in a manner not less efficient than previously;

“apparatus” means—

- (a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the Electricity Act 1989(a), belonging to or maintained by that utility undertaker;
- (b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply;
- (c) in the case of a water undertaker—
  - (i) mains, pipes or other apparatus belonging to or maintained by that utility undertaker for the purposes of water supply; and
  - (ii) any water mains or service pipes (or part of a water main or service pipe) that is the subject of an agreement to adopt made under section 51A of the Water Industry Act 1991;
- (d) in the case of a sewerage undertaker—
  - (i) any drain or works vested in the utility undertaker under the Water Industry Act 1991(b); and
  - (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of that Act or an agreement to adopt made under section 104 of that Act,

and includes a sludge main, disposal main (within the meaning of section 219 of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works, and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus; and

- (e) any other mains, pipelines or cables that are not the subject of the protective provisions in Parts 2 to 6 of this Schedule;

“functions” includes powers and duties;

“in”, in a context referring to apparatus or alternative apparatus in land, includes a reference to apparatus or alternative apparatus under, over or upon land; and

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(a) 1989 c. 29.

(b) 1991 c. 56.

“utility undertaker” means—

- (a) any licence holder within the meaning of Part 1 of the Electricity Act 1989;
  - (b) a gas transporter within the meaning of Part 1 of the Gas Act 1986(a);
  - (c) water undertaker within the meaning of the Water Industry Act 1991;
  - (d) a sewerage undertaker within the meaning of Part 1 of the Water Industry Act 1991, and
  - (e) an owner or operator of apparatus within paragraph (e) of the definition of that term,
- for the area of the authorised development, and in relation to any apparatus, means the utility undertaker to whom it belongs or by whom it is maintained.

3. This part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the utility undertaker are regulated by the provisions of Part 3 of the 1991 Act.

4. Regardless of the temporary prohibition or restriction of use of streets under the powers conferred by article 11 (temporary stopping up of public rights of way), a utility undertaker is at liberty at all times to take all necessary access across any such street and to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the prohibition or restriction was in that street.

5. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

6.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or over which access to any apparatus is enjoyed or requires that the utility undertaker’s apparatus is relocated or diverted, that apparatus must not be removed under this part of this Schedule, and any right of a utility undertaker to maintain that apparatus in that land and to gain access to it must not be extinguished, until alternative apparatus has been constructed and is in operation, and access to it has been provided, to the reasonable satisfaction of the utility undertaker in question in accordance with sub-paragraphs (2) to (7).

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to the utility undertaker in question written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order a utility undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the utility undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the utility undertaker in question must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between the utility undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 40 (arbitration).

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(a) 1986 c. 44. A new section 7 was substituted by section 5 of the Gas Act 1995 (c. 45), and was further amended by section 76 of the Utilities Act 2000 (c. 27).

(5) The utility undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 40 (arbitration), and after the grant to the utility undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the utility undertaker in question that it desires itself to execute any work, or part of any work, in connection with the construction or removal of apparatus in any land controlled by the undertaker, that work, instead of being executed by the utility undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the utility undertaker.

(7) Nothing in sub-paragraph (6) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 300 millimetres of the apparatus.

7.—(1) Where, in accordance with the provisions of this part of this Schedule, the undertaker affords to a utility undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and the utility undertaker in question or in default of agreement settled by arbitration in accordance with article 40 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the utility undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that utility undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

8.—(1) Not less than 28 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 6(2), the undertaker must submit to the utility undertaker in question a plan, section and description of the works to be executed.

(2) Those works must be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the utility undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the utility undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by a utility undertaker under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If a utility undertaker in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 7 apply as if the removal of the apparatus had been required by the undertaker under paragraph 6(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan, section and description.



(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to the utility undertaker in question notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

**9.**—(1) Subject to the following provisions of this paragraph, the undertaker must repay to a utility undertaker the reasonable expenses incurred by that utility undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 6(2).

(2) There is to be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this part of this Schedule, that value being calculated after removal.

(3) If in accordance with the provisions of this part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 40 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the utility undertaker in question by virtue of sub-paragraph (1) is to be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus where such extension is required in consequence of the execution of any such works as are referred to in paragraph 6(2); and
- (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to a utility undertaker in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the utility undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

**10.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any of the works referred to in paragraph 6(2), any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of a utility undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any utility undertaker, the undertaker must—

- (a) bear and pay the cost reasonably incurred by that utility undertaker in making good such damage or restoring the supply; and
- (b) make reasonable compensation to that utility undertaker for any other expenses, loss, damages, penalty or costs incurred by the utility undertaker,

by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of a utility undertaker, its officers, servants, contractors or agents.

(3) A utility undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

**11.** Nothing in this part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and a utility undertaking in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

## PART 2

### FOR THE PROTECTION OF OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS

**12.—**(1) For the protection of any operator, the following provisions have effect, unless otherwise agreed in writing between the undertaker and the operator.

(2) In this Part of this Schedule—

“the 2003 Act” means the Communications Act 2003(a);

“electronic communications apparatus” has the same meaning as in the electronic communications code;

“the electronic communications code” has the same meaning as in section 106 (application of the electronic communications code) of the 2003 Act;

“electronic communications code network” means—

(a) so much of an electronic communications network or conduit system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 of the 2003 Act; and

(b) an electronic communications network which the Secretary of State is providing or proposing to provide;

“electronic communications code operator” means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act; and

“operator” means the operator of an electronic communications code network.

**13.** The exercise of the powers of article 30 (statutory undertakers) is subject to Part 10 (undertakers’ works affecting electronic communications apparatus) of the electronic communications code.

**14.—**(1) Subject to sub-paragraphs (2) to (4), if as the result of the authorised development or its construction, or of any subsidence resulting from any of those works—

(a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works), or other property of an operator; or

(b) there is any interruption in the supply of the service provided by an operator,

the undertaker must bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and make reasonable compensation to that operator for any other expenses, loss, damages, penalty or costs incurred by it, by reason, or in consequence of, any such damage or interruption.

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(a) 2003 c. 21.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an operator, its officers, servants, contractors or agents.

(3) The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand is to be made without the consent of the undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) Any difference arising between the undertaker and the operator under this part of this Schedule must be referred to and settled by arbitration under article 40 (arbitration).

**15.** This Part of this Schedule does not apply to—

- (a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act; or
- (b) any damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised development.

**16.** Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and an operator in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

## PART 3

### FOR THE PROTECTION OF EASTERN POWER NETWORKS PLC AND UK POWER NETWORKS LIMITED

**17.** For the protection of the utility undertakers referred to in this part of this Schedule, the following provisions have effect, unless otherwise agreed in writing between the undertaker and the utility undertakers concerned.

**18.** In this Part of this Schedule—

“alternative apparatus” means alternative apparatus adequate to enable the utility undertaker in question to fulfil its statutory functions in a manner not less efficient than previously;

“apparatus” means electric lines or electrical plant (as defined in the Electricity Act 1989(a)), belonging to or maintained by that utility undertaker, to include any electric lines diverted or undergrounded as part of the authorised development;

“functions” includes powers and duties;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land; and

“utility undertaker” means –

- (a) Eastern Power Network Plc, whose registered office is at Newington House, 237 Southwark Bridge Road, London, SE1 6NP;
- (b) UK Power Networks Limited, whose registered office is at Newington House, 237 Southwark Bridge Road, London, SE1 6NP,

for the area of the authorised development, and in relation to any apparatus, means the utility undertaker to whom it belongs or by whom it is maintained.

**19.** This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the utility undertaker are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

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(a) 1989 c.29.

20. Regardless of the temporary prohibition or restriction of use of streets under the powers conferred by article 11 (Temporary stopping up of public rights of way), a utility undertaker is at liberty at all times to take all necessary access across any such street and to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the prohibition or restriction was in that street.

21. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than with the prior written agreement of the utility undertaker.

22.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or over which access to any apparatus is enjoyed or requires that the utility undertaker's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of a utility undertaker to maintain that apparatus in that land and to gain access to it must not be extinguished, until alternative apparatus has been constructed and is in operation, and access to it has been provided, to the reasonable satisfaction of the utility undertaker in question in accordance with sub-paragraphs (2) to (6).

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to the utility undertaker in question 28 days' written notice of that requirement together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order a utility undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3) afford to the utility undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the undertaker in question must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between the utility undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 40 (arbitration).

(5) The utility undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 40 (arbitration), and after the grant to the utility undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Regardless of anything in sub-paragraph (5) if the undertaker gives notice in writing to the utility undertaker in question that it desires itself to execute any work, or part of any work, in connection with the removal of apparatus or construction of alternative apparatus in any land controlled by the undertaker, that work, instead of being executed by the utility undertaker, must be executed by the undertaker without unnecessary delay and only in accordance with plans approved by the utility undertaker, such approval may be subject to such reasonable conditions including but not limited to the undertaker entering into an assets protection agreement with the utility undertaker as the utility undertaker deems necessary. The undertaker must carry out the works under the superintendence, if given, and to the reasonable satisfaction of the utility undertaker subject to the utility undertaker's reasonable specification.

**23.—**(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to a utility undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and the utility undertaker in question or in default of agreement settled by arbitration in accordance with article 40 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the utility undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that utility undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

**24.—**(1) Not less than 28 days before starting the execution of any works in, on, over or under any land purchased, held, appropriated or used under this Order that are over, under or near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 22, the undertaker must submit to the utility undertaker in question a plan, section and description of the works to be executed.

(2) Those works must be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the utility undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the utility undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by a utility undertaker under sub-paragraph (2) must be made within a period of 28 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If a utility undertaker in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 17 to 23 apply as if the removal of the apparatus had been required by the undertaker under paragraph 22(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan, section and description.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to the utility undertaker in question notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

**25.—**(1) Subject to the following provisions of this paragraph, the undertaker must repay to a utility undertaker all reasonable expenses incurred by that utility undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 22(2).

(2) There is to be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 40 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the utility undertaker in question by virtue of sub-paragraph (1) is to be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus where such extension is required in consequence of the execution of any such works as are referred to in paragraph 22(2); and
- (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to a utility undertaker in respect of works by virtue of sub-paragraph (1) if the works include the placing of apparatus provided in substitution for apparatus placed more than seven years and six months earlier so as to confer on the utility undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

**26.—**(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any of the works referred to in paragraph 22(2), any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of a utility undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any utility undertaker, the undertaker must—

- (a) bear and pay the cost reasonably incurred by that utility undertaker in making good such damage or restoring the supply; and
- (b) make compensation to that utility undertaker for any other expenses, loss, damages, penalty or costs incurred by the utility undertaker,

by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph 22(2) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of a utility undertaker, its officers, servants, contractors or agents.

(3) A utility undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker such consent not to be unreasonably withheld or delayed.

**27.** Where in consequence of the proposed construction of any of the authorised development, the undertaker or a utility undertaker requires the removal of apparatus under paragraph 22(2) or a utility undertaker makes requirements for the protection or alteration of apparatus under paragraph 24, the undertaker must use reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of the utility undertaker's undertaking and each utility undertaker must use its reasonable endeavours to co-operate with the undertaker for that purpose.

**28.** Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and a utility undertaking in respect of any

apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

29. Any difference under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and the utility undertaker, be determined by arbitration in accordance with article 40 (arbitration).

## PART 4

### FOR THE PROTECTION OF NATIONAL GRID AS ELECTRICITY UNDERTAKER

#### Application

30.—(1) For the protection of National Grid as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and National Grid.

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Grid, where the benefit of this Order is transferred or granted to another person under article 34 (consent to transfer the benefit of the Order)—

- (a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between National Grid and the transferee or grantee (as the case may be); and
- (b) written notice of the transfer or grant must be given to National Grid on or before the date of that transfer or grant.

(3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to National Grid.

#### Interpretation

31. In this Part of this Schedule—

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of National Grid to enable National Grid to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means any electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by National Grid,

together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Grid for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised development” has the same meaning as in article 2 (interpretation) of this Order and includes any associated development authorised by the Order and (unless otherwise specified) for the purposes of this Part of this Schedule includes the use and maintenance of the authorised development and construction of any works authorised by this Schedule;

“commence” and “commencement” has the same meaning as in article 2 (interpretation) of this Order and commencement is construed to have the same meaning save that for the purposes of this Part of this Schedule only the term commence and commencement includes any below ground surveys, monitoring, ground work operations or the receipt and erection of construction plant and equipment within 15 metres of any apparatus;

“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary and/or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by National Grid (such approval not to be unreasonably withheld or delayed) setting out the necessary mitigation measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, will require the undertaker to submit for National Grid’s approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across along or upon such land;

“maintain” and “maintenance” shall include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid including construct, use, repair, alter, inspect, renew or remove the apparatus;

“National Grid” means National Grid Electricity Transmission Plc (company number 2366977) whose registered office is at 1-3 Strand, London, WC2N 5EH or any successor as a licence holder within the meaning of Part 1 of the Electricity Act 1989;

“undertaker” means the undertaker as defined in article 2(1) of this Order;

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed; and

“specified works” means any of the authorised development or activities undertaken in association with the authorised development which—

- (a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 36(2) of otherwise;
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 36(2) or otherwise; and/or
- (c) includes activity that is referred to in development near overhead lines EN43-8 and HSE’s guidance note 6 “Avoidance of Danger from Overhead Lines.

## **On Street Apparatus**

32. Except for paragraphs 33 (apparatus of National Grid in streets subject to temporary stopping up), 38 (retained apparatus: protection of electricity undertaker), 39 (expenses) and 40 (indemnity) of this Schedule which will apply in respect of the exercise of all or any powers under this Order affecting the rights and apparatus of National Grid, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Grid are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

### **Apparatus of National Grid in streets subject to temporary stopping up**

33. Notwithstanding the temporary stopping up or diversion of any street under the powers of article 11 (temporary stopping up of public rights of way), National Grid will be at liberty at all times to take all necessary access across any such stopped up street and/or to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that street.



### **Protective works to buildings**

34.—(1) The undertaker, in the case of the powers conferred by article 17 (protective works to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of National Grid and, if by reason of the exercise of those powers any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of National Grid or any interruption in the supply of electricity by National Grid is caused, the undertaker must bear and pay on demand the cost reasonably incurred by National Grid in making good such damage or restoring the supply; and, subject to sub-paragraph (2), must—

- (a) pay compensation to National Grid for any loss sustained by it; and
- (b) indemnify National Grid against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by that undertaker, by reason of any such damage or interruption.

(2) Nothing in this paragraph imposes any liability on the undertaker with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or default of National Grid or its contractors or workmen; and National Grid will give to the undertaker reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof may be made by National Grid, save in respect of any payment required under a statutory compensation scheme, without first consulting the undertaker and giving the undertaker an opportunity to make representations as to the claim or demand.

### **Acquisition of land**

35.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to this Order, the undertaker may not appropriate or acquire or take temporary possession of any land interest or appropriate, acquire, extinguish, interfere with or override any easement, other interest or right and/or apparatus of National Grid otherwise than by agreement (such agreement not to be unreasonably withheld).

(2) As a condition of agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised development (or in such other timeframe as may be agreed between National Grid and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of National Grid or affect the provisions of any enactment or agreement regulating the relations between National Grid and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as National Grid reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Grid and the undertaker acting reasonably and which must be no less favourable on the whole to National Grid unless otherwise agreed by National Grid, and it will be the responsibility of the undertaker to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised development.

(3) The undertaker and National Grid agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Grid and/or other enactments relied upon by National Grid as of right or other use in relation to the apparatus, then the provisions in this Schedule will prevail.

(4) Any agreement or consent granted by National Grid under paragraphs 37 or 38 or any other paragraph of this Part of this Schedule, must not be taken to constitute agreement under subparagraph 35(1).

## **Removal of apparatus**

**36.**—(1) If, in the exercise of the agreement reached in accordance with paragraph 35 or in any other authorised manner, the undertaker acquires any interest in or possesses temporarily any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of National Grid to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Grid in accordance with sub-paragraphs (2) to (5).

(2) If, for the purpose of executing any works comprised in the authorised development in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to National Grid advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), secure any necessary consents for the alternative apparatus and afford to National Grid to its satisfaction (taking into account paragraph 37(1) below) the necessary facilities and rights—

- (a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and
- (b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such consents, facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Grid must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary consents, facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation must not extend to the requirement for National Grid to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between National Grid and the undertaker.

(5) National Grid must, after the alternative apparatus to be provided or constructed has been agreed, and subject to a written diversion agreement having been entered into between the parties and the prior grant to National Grid of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

## **Facilities and rights for alternative apparatus**

**37.**—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for National Grid facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and National Grid and must be no less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Grid.

(2) If the facilities and rights to be afforded by the undertaker and agreed with National Grid under sub-paragraph (1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject the matter will be referred to arbitration in accordance with paragraph 44 (arbitration) of this Part of this Schedule and the arbitrator may make such provision for the payment of compensation by the

undertaker to National Grid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

### **Retained apparatus: protection of electricity undertaker**

**38.**—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to National Grid a plan of the works to be executed and seek from National Grid details of the underground extent of their electricity tower foundations.

(2) In relation to works which will or may be situated on, over, under or within (i) 15 metres measured in any direction of any apparatus, or (ii) involve embankment works within 15 metres of any apparatus, the plan to be submitted to National Grid under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;
- (f) any intended maintenance regimes; and
- (g) an assessment of risks of rise of earth issues.

(3) In relation to any works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an electricity tower or between any two or more electricity towers, the plan to be submitted under sub-paragraph (1) must, in addition to the matters set out in subparagraph (2), include a method statement describing—

- (a) details of any cable trench design including route, dimensions, clearance to pylon foundations;
- (b) demonstration that pylon foundations will not be affected prior to, during and post construction;
- (c) details of load bearing capacities of trenches;
- (d) details of any cable installation methodology including access arrangements, jointing bays and backfill methodology;
- (e) a written management plan for high voltage hazard during construction and ongoing maintenance of any cable route;
- (f) written details of the operations and maintenance regime for any cable, including frequency and method of access;
- (g) assessment of earth rise potential if reasonably required by National Grid's engineers; and
- (h) evidence that trench bearing capacity is to be designed to support overhead line construction traffic of at least 26 tonnes in weight.

(4) The undertaker must not commence any works to which subparagraphs (2) or (3) apply until National Grid has given written approval of the plan so submitted.

(5) Any approval of National Grid required under sub-paragraphs (4)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in subparagraphs (6) or (8); and
- (b) must not be unreasonably withheld.

(6) In relation to any work to which sub-paragraph (2) or (3) apply, National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage, for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(7) Works executed under sub-paragraphs (2) or (3) must be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (6), as approved or as amended from time to time by agreement between the undertaker and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (6) or (8) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid will be entitled to watch and inspect the execution of those works.

(8) Where under sub-paragraph (6) National Grid requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Grid's satisfaction prior to the commencement of any authorised development (or any relevant part thereof) for which protective works are required and National Grid must give notice of its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(9) If National Grid in accordance with sub-paragraphs (6) or (8) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 30 to 32 and 35 to 37 apply as if the removal of the apparatus had been required by the undertaker under paragraph 36(2).

(10) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan.

(11) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances and comply with sub-paragraph (12) at all times .

(12) At all times when carrying out any works authorised under the Order, the undertaker must comply with National Grid's policies for development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines".

## **Expenses**

**39.—**(1) Save where otherwise agreed in writing between National Grid and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to National Grid on demand all charges, costs and expenses reasonably anticipated within the following three months or reasonably and properly incurred by National Grid in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised development as are referred to in this Part of this Schedule including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by National Grid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Grid as a consequence of National Grid—
  - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 36(3); or
  - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;

- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 44 to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Grid by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) Any amount which apart from this sub-paragraph would be payable to National Grid in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Grid any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

(6) Where anticipated charges, costs or expenses have been paid by the undertaker pursuant to sub-paragraph (1), if the actual charges, costs or expenses incurred by National Grid are less than the amount already paid by the undertaker, National Grid will repay the difference to the undertaker as soon as reasonably practicable.

## **Indemnity**

**40.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by it) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised development) or property of National Grid, or there is any interruption in any service provided, or in the supply of any goods, by National Grid, or National Grid becomes liable to pay any amount to any third party, the undertaker will—

- (a) bear and pay on demand the cost reasonably and properly incurred by National Grid in making good such damage or restoring the supply; and
- (b) indemnify National Grid for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Grid, by reason or in consequence of any such damage or interruption or National Grid becoming liable to any third party as aforesaid and including Network Code Claims, other than arising from any default of National Grid.

(2) The fact that any act or thing may have been done by National Grid on behalf of the undertaker or in accordance with a plan approved by National Grid or in accordance with any requirement of National Grid as a consequence of the authorised development or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless National Grid fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker in respect of—

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of National Grid, its officers, employees, servants, contractors or agents; and
- (b) any part of the authorised development and/or any other works authorised by this Part of this Schedule carried out by National Grid as an assignee, transferee or lessee of the undertaker with the benefit of this Order pursuant to section 156 of the Planning Act 2008 or article 34 (consent to transfer the benefit of the Order) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised development yet to be executed and not falling within this sub-paragraph will be subject to the full terms of this Part of this Schedule including this paragraph 40.

(4) National Grid must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(5) National Grid must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

### **Enactments and agreements**

**41.** Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between National Grid and the undertaker, nothing in this Part of this Schedule will affect the provisions of any enactment or agreement regulating the relations between the undertaker and National Grid in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

### **Co-operation**

**42.—(1)** Where in consequence of the proposed construction of any part of the authorised development, the undertaker or National Grid requires the removal of apparatus under paragraph 36(2) or National Grid makes requirements for the protection or alteration of apparatus under paragraph 38, the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of National Grid’s undertaking and National Grid must use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever National Grid’s consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker, it must not be unreasonably withheld or delayed.

## Access

43. If in consequence of the agreement reached in accordance with paragraph 35(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable National Grid to maintain or use the apparatus no less effectively than was possible before such obstruction.

## Arbitration

44. Save for differences or disputes arising under paragraphs 36(2), 36(4), 37(1), 38 and 39 any difference or dispute arising between the undertaker and National Grid under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Grid, be determined by arbitration in accordance with article 40 (arbitration).

## Notices

45. The plans submitted to National Grid by the undertaker pursuant to this Part must be sent to National Grid Plant Protection at [plantprotection@nationalgrid.com](mailto:plantprotection@nationalgrid.com) or such other address as National Grid may from time to time appoint instead for that purpose and notify to the undertaker in writing.

For the protection of National Grid and any associated undertaking of National Grid which holds property for operational purposes, the undertaker and National Grid have entered into an agreement dated 18 January 2023 containing provisions for the protection and benefit of National Grid in relation to the exercise operation and use of the authorised development by the undertaker. These provisions shall have effect unless otherwise varied or amended in writing between the undertaker and National Grid.

## PART 5

### FOR THE PROTECTION OF THE ENVIRONMENT AGENCY

46.—(1) The following provisions apply for the protection of the Agency unless otherwise agreed in writing between the undertaker and the Agency.

(2) In this Part of this Schedule—

“Agency” means the Environment Agency;

“construction” includes execution, placing, altering, replacing, relaying and removal and excavation and “construct” and “constructed” is construed accordingly;

“drainage work” means any main river and includes any land which provides or is expected to provide flood storage capacity for any main river and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage, flood defence or tidal monitoring;

“fishery” means any waters containing fish and fish in, or migrating to or from, such waters and the spawn, spawning ground, habitat or food of such fish;

“main river” has the same meaning given in section 113 of the Water Resources Act 1991;

“plans” includes sections, drawings, specifications, calculations and method statements;

“remote defence” means any berm, wall or embankment that is constructed for the purposes of preventing or alleviating flooding from, or in connection with, any main river;

“specified work” means so much of any work or operation authorised by this Order as is in, on, under, over or within;

(a) 8 metres of the base of a remote defence which is likely to—

(i) endanger the stability of, cause damage or reduce the effectiveness of that remote defence, or

- (ii) interfere with the Agency's access to or along that remote defence;
- (b) 8 metres of a drainage work or is otherwise likely to—
  - (i) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;
  - (ii) affect the flow, purity or quality of water in any watercourse or other surface waters;
  - (iii) cause obstruction to the free passage of fish or damage to any fishery;
  - (iv) affect the conservation, distribution or use of water resources; or
  - (v) affect the conservation value of the main river and habitats in its immediate vicinity;

or which involves:

- (c) an activity that includes dredging, raising or taking of any sand, silt, ballast, clay, gravel or other materials from or off the bed or banks of a drainage work (or causing such materials to be dredged, raised or taken), including hydrodynamic dredging or desilting; and
  - (d) any quarrying or excavation within 16 metres of a drainage work which is likely to cause damage to or endanger the stability of the banks or structure of that drainage work;
- “watercourse” includes all rivers, streams, ditches, drains, cuts, culverts, dykes, sluices, basins, sewers and passages through which water flows except a public sewer.

### **Submission and approval of plans**

47.—(1) Before beginning to construct any specified work, the undertaker must submit to the Agency plans of the specified work and such further particulars available to it as the Agency may within 28 days of the receipt of the plans reasonably request.

(2) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the Agency, or determined under paragraph 57.

(3) Any approval of the Agency required under this paragraph—

- (a) must not be unreasonably withheld or delayed;
- (b) is deemed to have been refused if it is neither given nor refused within 2 months of the submission of the plans or receipt of further particulars if such particulars have been requested by the Agency for approval; and
- (c) may be given subject to such reasonable requirements as the Agency may have for the protection of any drainage work or the fishery or for the protection of water resources, or for the prevention of flooding or pollution or for nature conservation or in the discharge of its environmental duties.

(4) The Agency must use its reasonable endeavours to respond to the submission of any plans before the expiration of the period mentioned in sub-paragraph (3)(b).

(5) In the case of a refusal, if requested to do so the Agency must provide reasons for the grounds of that refusal.

### **Construction of protective works**

48. Without limiting paragraph 47, the requirements which the Agency may have under that paragraph include conditions requiring the undertaker, at its own expense, to construct such protective works, whether temporary or permanent, before or during the construction of the specified works (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

- (a) to safeguard any drainage work against damage; or
- (b) to secure that its efficiency for flood defence purposes is not impaired and that the risk of flooding is not otherwise increased,



by reason of any specified work.

### **Timing of works and service of notices**

**49.**—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the Agency under paragraph 48, must be constructed—

- (a) without unreasonable delay in accordance with the plans approved under this Part of this Schedule; and
- (b) to the reasonable satisfaction of the Agency,

and the Agency is entitled by its officer to watch and inspect the construction of such works.

(2) The undertaker must give to the Agency not less than 14 days' notice in writing of its intention to commence construction of any specified work and notice in writing of its completion not later than 7 days after the date on which it is completed.

(3) If the Agency reasonably requires, the undertaker must construct all or part of the protective works so that they are in place prior to the construction of any specified work to which the protective works relate.

### **Works not in accordance with this Schedule**

**50.**—(1) If any part of a specified work or any protective work required by the Agency is constructed otherwise than in accordance with the requirements of this Part of this Schedule, the Agency may by notice in writing require the undertaker at the undertaker's own expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and the Agency in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to such extent and within such limits as the Agency reasonably requires.

(2) Subject to sub-paragraph (3) and paragraph 55, if, within a reasonable period, being not less than 28 days beginning with the date when a notice under sub-paragraph (1) is served upon the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the Agency may execute the works specified in the notice and any reasonable expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(3) In the event of any dispute as to whether sub-paragraph (1) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the Agency must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (2) until the dispute has been finally determined in accordance with paragraph 57.

### **Maintenance of works**

**51.**—(1) Subject to sub-paragraph (6) the undertaker must from the commencement of the construction of the specified works maintain in good repair and condition and free from obstruction any drainage work which is situated within the limits of deviation and on land held by the undertaker for the purposes of or in connection with the specified works, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any such drainage work which the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the Agency, the Agency may by notice in writing require the undertaker to repair and restore the work, or any part of such work, or (if the undertaker so elects and the Agency in writing consents, such consent not to be unreasonably withheld or delayed), to remove the work and restore the site to its former condition, to such extent and within such limits as the Agency reasonably requires.

(3) Subject to sub-paragraph (5) and paragraph 55, if, within a reasonable period, being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to

comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the Agency may do what is necessary for such compliance and any reasonable expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(4) If there is any failure by the undertaker to obtain consent or comply with conditions imposed by the Agency in accordance with these protective provisions the Agency may serve written notice requiring the undertaker to cease all or part of the specified works and the undertaker must cease the specified works or part thereof until it has obtained the consent or complied with the condition unless the cessation of the specified works or part thereof would cause greater damage than compliance with the written notice.

(5) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the Agency must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined in accordance with paragraph 57.

(6) This paragraph does not apply to—

- (a) drainage works which are vested in the Agency, or which the Agency or another person is liable to maintain and is not proscribed by the powers of the Order from doing so; and
- (b) any obstruction of a drainage work expressly authorised in the approval of specified works plans and carried out in accordance with the provisions of this Part provided that any obstruction is removed as soon as reasonably practicable.

### **Remediating impaired drainage work**

**52.** Subject to paragraph 55, if by reason of the construction of any specified work or of the failure of any such work, the efficiency of any drainage work for flood defence purposes is impaired, or that drainage work is otherwise damaged, such impairment or damage must be made good by the undertaker to the reasonable satisfaction of the Agency and if the undertaker fails to do so, the Agency may make good the impairment or damage and recover any expenditure incurred by the Agency in so doing from the undertaker.

### **Agency access**

**53.** If by reason of construction of the specified work the Agency's access to flood defences or equipment maintained for flood defence purposes is materially obstructed, the undertaker must provide such alternative means of access that will allow the Agency to maintain the flood defence or use the equipment no less effectively than was possible before the obstruction within 24 hours of the undertaker becoming aware of such obstruction.

### **Free passage of fish**

**54.—(1)** The undertaker must take all such measures as may be reasonably practicable to prevent any interruption of the free passage of fish in the fishery during the construction of any specified work.

(2) If by reason of—

- (a) the construction of any specified work; or
- (b) the failure of any such work,

damage to the fishery is caused, or the Agency has reason to expect that such damage may be caused, the Agency may serve notice on the undertaker requiring it to take such steps as may be reasonably practicable to make good the damage, or, as the case may be, to protect the fishery against such damage.

(3) Subject to paragraph 55, if within such time as may be reasonably practicable for that purpose after the receipt of written notice from the Agency of any damage or expected damage to a fishery, the undertaker fails to take such steps as are described in sub-paragraph (2), the Agency

may take those steps and any expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(4) Subject to paragraph 55, in any case where immediate action by the Agency is reasonably required in order to secure that the risk of damage to the fishery is avoided or reduced, the Agency may take such steps as are reasonable for the purpose, and may recover from the undertaker any expenditure incurred in so doing provided that notice specifying those steps is served on the undertaker as soon as reasonably practicable after the Agency has taken, or commenced to take, the steps specified in the notice.

## **Indemnity**

**55.** The undertaker indemnifies the Agency in respect of all costs, charges and expenses which the Agency may incur—

- (a) in the examination or approval of plans under this Part of this Schedule;
- (b) in the inspection of the construction of the specified works or any protective works required by the Agency under this Part of this Schedule; and
- (c) in the carrying out of any surveys or tests by the Agency which are reasonably required in connection with the construction of the specified works.

**56.—(1)** The undertaker is responsible for and indemnifies the Agency against all costs and losses not otherwise provided for in this Schedule which may be reasonably incurred or suffered by the Agency by reason of—

- (a) the construction, operation or maintenance of any specified works comprised within the authorised development or the failure of any such works comprised within them; or
- (b) any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged upon the construction, operation or maintenance of the authorised development or dealing with any failure of the authorised development.

(2) For the avoidance of doubt, in sub-paragraph (1)—

“costs” includes—

- (a) expenses and charges;
- (b) staff costs and overheads;
- (c) legal costs;

“losses” includes physical damage.

(3) The undertaker indemnifies the Agency against all liabilities, claims and demands arising out of or in connection with the authorised development or otherwise out of the matters referred to in sub-paragraph (1)(a) and (1)(b).

(4) For the avoidance of doubt, in sub-paragraph (3)—

“claims” and “demands” include as applicable—

- (a) costs (within the meaning of sub-paragraph (2)) incurred in connection with any claim or demand;
- (b) any interest element of sums claimed or demanded;

“liabilities” includes—

- (a) contractual liabilities;
- (b) tortious liabilities (including liabilities for negligence or nuisance);
- (c) liabilities to pay statutory compensation or for breach of statutory duty;
- (d) liabilities to pay statutory penalties imposed on the basis of strict liability (but does not include liabilities to pay other statutory penalties).

(5) The Agency must give to the undertaker reasonable notice of any such claim or demand and must not settle or compromise a claim without the agreement of the undertaker and that agreement must not be unreasonably withheld or delayed.

(6) The Agency must, at all times take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss.

(7) The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved by the Agency, or to its satisfaction, or in accordance with any directions or award of an arbitrator, must not relieve the undertaker from any liability under the provisions of this Part of this Schedule.

(8) Nothing in this paragraph imposes any liability on the undertaker with respect to any costs, charges, expenses, damages, claims, demands or losses to the extent that they are attributable to the neglect or default of the Agency, its officers, servants, contractors or agents.

## **Disputes**

**57.** Any dispute arising between the undertaker and the Agency under this Part of this Schedule must, if the parties agree, be determined by arbitration under article 40 (arbitration), but failing agreement be determined by the Secretary of State for Environment, Food and Rural Affairs or its successor and the Secretary of State for Business, Energy and Industrial Strategy or its successor acting jointly on a reference to them by the undertaker or the Agency, after notice in writing by one to the other.

## **PART 6**

### **FOR THE PROTECTION OF DRAINAGE AUTHORITIES**

**58.** The provisions of this Part of this Schedule have effect for the protection of the drainage authority unless otherwise agreed in writing between the undertaker and the drainage authority.

**59.** In this Part of this Schedule—

“authorised development” has the same meaning as in article 2(1) (interpretation) of this Order and (unless otherwise specified) for the purposes of this Part of this Schedule includes the operation and maintenance of the authorised development and the construction of any works authorised by this Part of this Schedule;

“construction” includes execution, placing, altering, replacing, relaying and removal, and “construct” and “constructed” must be construed accordingly;

“drainage authority” means in relation to an ordinary watercourse—

- (a) the drainage board concerned within the meaning of section 23 (prohibition on obstructions etc. in watercourses) of the Land Drainage Act 1991;
- (b) in the case of any area for which there is no such drainage board, the lead local flood authority within the meaning of section 6 (other definitions) of the Flood and Water Management Act 2010; or
- (c) where such drainage board or lead local flood authority is not subject to the protective provisions in Parts 1 to 5 and 7 to 8 of this Schedule;

“drainage work” means any ordinary watercourse and includes any bank, wall, embankment or other structure, or any appliance constructed for land drainage or flood defence which is the responsibility of the drainage authority;

“ordinary watercourse” has the meaning given by section 72 (interpretation) of the Land Drainage Act 1991;

“plans” includes sections, drawings, specifications and method statements;

“specified work” means so much of the authorised development as is in, on, under, over or within 8 metres of a drainage work or is otherwise likely to affect the flow of water in any watercourse.

**60.**—(1) Before commencing construction of a specified work, the undertaker must submit to the drainage authority plans of the specified work and such further particulars available to it as the drainage authority may reasonably require within 14 days of the submission of the plans.

(2) A specified work must not be constructed except in accordance with such plans as may be approved in writing by the drainage authority or determined under paragraph 66.

(3) Any approval of the drainage authority required under this paragraph—

- (a) must not be unreasonably withheld or delayed;
- (b) is deemed to have been given if it is neither given nor refused within 28 days of the submission of the plans for approval, or submission of further particulars (where required by the drainage authority under sub-paragraph (1)) whichever is the later; and
- (c) may be given subject to such reasonable requirements as the drainage authority may make for the protection of any drainage work taking into account the terms of this Order.

(4) Any refusal under this paragraph must be accompanied by a statement of the reasons for refusal.

**61.** Without limiting the scope of paragraph 60, the requirements which the drainage authority may make under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, whether temporary or permanent, during the construction of the specified work (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary taking account of the terms of this Order—

- (a) to safeguard any drainage work against damage by reason of any specified work; or
- (b) to secure that the efficiency of any drainage work for flood defence and land drainage purposes is not impaired, and that the risk of flooding is not otherwise increased beyond the level of flood risk that was assessed in the environmental statement, by reason of any specified work.

**62.**—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the drainage authority under paragraph 61, must be constructed—

- (a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part of this Schedule; and
- (b) to the reasonable satisfaction of the drainage authority,

and an officer of the drainage authority is entitled to watch and inspect the construction of such works.

(2) The undertaker must give to the drainage authority—

- (a) not less than 14 days' notice in writing of its intention to commence construction of any specified work; and
- (b) notice in writing of its completion not later than seven days after the date on which it is brought into use.

**63.** If by reason of the construction of a specified work or of the failure of any a specified work the efficiency of any drainage work for flood defence purposes or land drainage is impaired, or that drainage work is otherwise damaged, the impairment or damage must be made good by the undertaker as soon as reasonably practicable to the reasonable satisfaction of the drainage authority and, if the undertaker fails to do so, the drainage authority may make good the impairment or damage and recover from the undertaker the expense reasonably incurred by it in doing so.

**64.** The undertaker must make reasonable compensation for costs, charges and expenses which the drainage authority may reasonably incur—

- (a) in the examination or approval of plans under this Part of this Schedule;
- (b) in inspecting the construction of the specified work or any protective works required by the drainage authority under this Part of this Schedule; and

(c) in carrying out any surveys or tests by the drainage authority which are reasonably required in connection with the construction of the specified work.

**65.—**(1) The undertaker must make reasonable compensation for liabilities, costs and losses which may be reasonably incurred or suffered by reason of—

- (a) the construction of any specified works comprised within the authorised development; or
- (b) any act or omission of the undertaker, its employees, contractors or agents or others while engaged upon the construction of the authorised development.

(2) The drainage authority must give to the undertaker reasonable notice of any such claim or demand.

(3) The undertaker may at its own expense conduct all negotiations for the settlement of the same and any litigation that may arise therefrom.

(4) The drainage authority must not compromise or settle any such claim or make any admission which might be prejudicial to the claim without the agreement of the undertaker which agreement must not be unreasonably withheld or delayed.

(5) The drainage authority will, having regard to its statutory functions, at all times take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss.

(6) The drainage authority will, at the request of the undertaker and having regard to its statutory functions, afford all reasonable assistance for the purpose of contesting any such claim or action, and is entitled to be repaid its reasonable expenses reasonably incurred in so doing.

(7) The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved or deemed to be approved by the drainage authority, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from any liability under this Part of this Schedule.

(8) Nothing in subparagraph (1) imposes any liability on the undertaker with respect to any damage to the extent that it is attributable to the act, neglect or default of the drainage authority or the breach of a statutory duty of the drainage authority, its officers, servants, contractors or agents.

**66.** Any dispute arising between the undertaker and the drainage authority under this Part of this Schedule, if the parties agree, is to be determined by arbitration under article 40 (arbitration).

## PART 7

### FOR THE PROTECTION OF RAILWAY INTERESTS

**67.** The provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 81 of this Part of this Schedule any other person on whom rights or obligations are conferred by that paragraph.

**68.** In this Part of this Schedule—

“asset protection agreement” means an agreement to regulate the construction and maintenance of the specified work in a form prescribed from time to time by Network Rail;

“construction” includes execution, placing, alteration and reconstruction and “construct” and “constructed” have corresponding meanings;

“the engineer” means an engineer appointed by Network Rail for the purposes of this Order;

“network licence” means the network licence, as the same is amended from time to time, granted to Network Rail Infrastructure Limited by the Secretary of State in exercise of their powers under section 8 (licences) of the Railways Act 1993;

“Network Rail” means Network Rail Infrastructure Limited (company number 02904587, whose registered office is at 1 Eversholt Street, London, NW1 2DN) and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition “associated company” means any company which is

(within the meaning of section 1159 of the Companies Act 2006) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited and any successor to Network Rail Infrastructure Limited's railway undertaking;

“plans” includes sections, designs, design data, software, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of railway property;

“railway operational procedures” means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

“railway property” means any railway belonging to Network Rail and—

- (a) any station, land, works, apparatus and equipment belonging to Network Rail or connected with any such railway; and
- (b) any easement or other property interest held or used by Network Rail or a tenant or licensee of Network Rail for the purposes of such railway or works, apparatus or equipment;

“regulatory consents” means any consent or approval required under:

- (a) the Railways Act 1993;
- (b) the network licence; and/or
- (c) any other relevant statutory or regulatory provisions;

by either the Office of Rail and Road or the Secretary of State for Transport or any other competent body including change procedures and any other consents, approvals of any access or beneficiary that may be required in relation to the authorised development;

“specified work” means so much of any of the authorised development as is situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property and, for the avoidance of doubt, includes the maintenance of such works under the powers conferred by article 5 (power to maintain authorised development) in respect of such works.

**69.—**(1) Where under this Part of this Schedule Network Rail is required to give its consent or approval in respect of any matter, that consent or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute.

(2) In so far as any specified work or the acquisition or use of railway property is or may be subject to railway operational procedures, Network Rail must—

- (a) co-operate with the undertaker with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and
- (b) use their reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised development pursuant to this Order.

**70.—**(1) The undertaker must not exercise the powers conferred by—

- (a) article 3 (development consent etc. granted by this Order);
- (b) article 5 (power to maintain authorised development);
- (c) article 15 (discharge of water);
- (d) article 18 (authority to survey and investigate the land);
- (e) article 19 (compulsory acquisition of land);
- (f) article 21 (compulsory acquisition of rights);
- (g) article 24 acquisition of subsoil only);
- (h) article 25 (power to override easements and other rights);

- (i) article 28 (temporary use of land for constructing the authorised development);
- (j) article 29 (temporary use of land for maintaining the authorised development);
- (k) article 30 (statutory undertakers);
- (l) article 37 (felling or lopping of trees and removal of hedgerows);
- (m) article 38 (trees subject to tree preservation orders);
- (n) the powers conferred by section 11(3) (power of entry) of the 1965 Act;
- (o) the powers conferred by section 203 (power to override easements and rights) of the Housing and Planning Act 2016;
- (p) the powers conferred by section 172 (right to enter and survey land) of the Housing and Planning Act 2016;
- (q) any powers under in respect of the temporary possession of land under the Neighbourhood Planning Act 2017;

in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.

(2) The undertaker must not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any railway property, unless preventing such access is with the consent of Network Rail.

(3) The undertaker must not exercise the powers conferred by sections 271 or 272 of the 1990 Act, article 30 (statutory undertakers) , article 25 (power to override easements and other rights) or article 22 (private rights), in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

(4) The undertaker must not under the powers of this Order acquire or use or acquire new rights over, or seek to impose any restrictive covenants over, any railway property, or extinguish any existing rights of Network Rail in respect of any third party property, except with the consent of Network Rail.

(5) The undertaker must not under the powers of this Order do anything which would result in railway property being incapable of being used or maintained or which would affect the safe running of trains on the railway.

(6) Where Network Rail is asked to give its consent pursuant to this paragraph, such consent must not be unreasonably withheld but may be given subject to reasonable conditions but it must never be unreasonable to withhold consent for reasons of operational or railway safety (such matters to be in Network Rail's absolute discretion).

(7) The undertaker must enter into an asset protection agreement prior to the carrying out of any specified work.

**71.—(1)** The undertaker must before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work must not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration under article 40 (arbitration).

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld, and if by the end of the period of 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated their disapproval of those plans and the grounds of such disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a further period of 28 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 28 days the engineer has not intimated approval or disapproval, the engineer is deemed to have approved the plans as submitted.

(3) If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be



constructed, Network Rail must construct it without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker.

(4) When signifying their approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in the engineer's reasonable opinion should be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified works), and such protective works as may be reasonably necessary for those purposes must be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out at the expense of the undertaker in either case without unnecessary delay and the undertaker must not commence the construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to their reasonable satisfaction.

**72.—**(1) Any specified work and any protective works to be constructed by virtue of paragraph 70(4) must, when commenced, be constructed—

- (a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 70;
- (b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;
- (c) in such manner as to cause as little damage as is possible to railway property; and
- (d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property.

(2) If any damage to railway property or any such interference or obstruction shall be caused by the carrying out of, or in consequence of the construction of a specified work, the undertaker must, notwithstanding any such approval, make good such damage and must pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Nothing in this Part of this Schedule imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its servants, contractors or agents or any liability on Network Rail with respect of any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.

**73.** The undertaker must—

- (a) at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and
- (b) supply the engineer with all such information as they may reasonably require with regard to a specified work or the method of constructing it.

**74.** Network Rail must at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by Network Rail under this Part of this Schedule during their construction and must supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

**75.—**(1) If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction or completion of a specified work in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker 56 days' notice (or in the event of an emergency or safety critical issue such notice as is reasonable in the circumstances) of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to Network Rail the

reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work which in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed, Network Rail must assume construction of that part of the specified work and the undertaker must, notwithstanding any such approval of a specified work under paragraph 71(3), pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may suffer by reason of the execution by Network Rail of that specified work.

(3) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 76(a) provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

(4) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving must be set off against any sum payable by the undertaker to Network Rail under this paragraph.

**76.** The undertaker must repay to Network Rail all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail—

- (a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 71(3) or in constructing any protective works under the provisions of paragraph 71(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;
- (b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work;
- (c) in respect of the employment or procurement of the services of any inspectors, signallers, watch-persons and other persons whom it shall be reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;
- (d) in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, require to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and
- (e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work.

**77.—(1)** In this paragraph—

“EMI” means, subject to sub-paragraph (2), electromagnetic interference with Network Rail apparatus generated by the operation of the authorised development where such interference is of a level which adversely affects the safe operation of Network Rail’s apparatus; and

“Network Rail’s apparatus” means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised development) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

(2) This paragraph applies to EMI only to the extent that such EMI is not attributable to any change to Network Rail’s apparatus carried out after approval of plans under paragraph 71(1) for the relevant part of the authorised development giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(3) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take all measures necessary to prevent EMI and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(4) In order to facilitate the undertaker's compliance with sub-paragraph (3)–

- (a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail's apparatus which may be at risk of EMI, and thereafter must continue to consult with Network Rail (both before and after formal submission of plans under paragraph 71(1) in order to identify all potential causes of EMI and the measures required to eliminate them;
- (b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail's apparatus identified pursuant to sub-paragraph (a); and
- (c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail's apparatus identified pursuant to sub-paragraph (a).

(5) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail's apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail's apparatus, but the means of prevention and the method of their execution must be selected in the reasonable discretion of Network Rail, and in relation to such modifications paragraph 71(1) has effect subject to the sub-paragraph.

(6) Prior to the commencement of operation of the authorised development the undertaker must test the use of the authorised development in a manner that must first have been agreed with Network Rail and if, notwithstanding any measures adopted pursuant to sub-paragraph (3), the testing of the authorised development causes EMI then the undertaker must immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) the undertaker's apparatus causing such EMI until all measures necessary have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to Network Rail's apparatus.

(7) In the event of EMI having occurred–

- (a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI;
- (b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI;
- (c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI; and
- (d) the undertaker must not allow the use or operation of the authorised development in a manner that has caused or will cause EMI until measures have been taken in accordance with this paragraph to prevent EMI occurring.

(8) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraphs (5) or (6)–

- (a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus;
- (b) any modifications to Network Rail's apparatus approved pursuant to those sub-paragraphs must be carried out and completed by the undertaker in accordance with paragraph 72.

(9) To the extent that it would not otherwise do so, the indemnity in paragraph 81(1) applies to the costs and expenses reasonably incurred or losses suffered by Network Rail through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and

facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub-paragraph (6) applies.

(10) For the purpose of paragraph 76(a) any modifications to Network Rail's apparatus under this paragraph are deemed to be protective works referred to in that paragraph.

(11) In relation to any dispute arising under this paragraph the reference in article 40 (arbitration) to the Institution of Civil Engineers must be read as a reference to the Institution of Engineering and Technology.

**78.** If at any time after the completion of a specified work, not being a work vested in Network Rail, Network Rail gives notice to the undertaker informing it that the state of maintenance of any part of the specified work appears to be such as adversely affects the operation of railway property, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as not adversely to affect railway property.

**79.** The undertaker must not provide any illumination or illuminated sign or signal on or in connection with a specified work in the vicinity of any railway belonging to Network Rail unless it has first consulted Network Rail and it must comply with Network Rail's reasonable requirements for preventing confusion between such illumination or illuminated sign or signal and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.

**80.** Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work must, provided that 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be repaid by the undertaker to Network Rail.

**81.—(1)** The undertaker must pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule which may be occasioned to or reasonably incurred by Network Rail—

- (a) by reason of the construction, maintenance or operation of a specified work or the failure thereof; or
- (b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work;
- (c) by reason of any act or omission of the undertaker or any person in its employ or of its contractors or others whilst accessing to or egressing from the authorised development;
- (d) in respect of any damage caused to or additional maintenance required to, railway property or any such interference or obstruction or delay to the operation of the railway as a result of access to or egress from the authorised development by the undertaker or any person in its employ or of its contractors or others;
- (e) in respect of costs incurred by Network Rail in complying with any railway operational procedures or obtaining any regulatory consents which procedures are required to be followed or consents obtained to facilitate the carrying out or operation of the authorised development;

and the undertaker must indemnify and keep indemnified Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission: and the fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer's supervision must not (if it was done without negligence on the part of Network Rail or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(2) Network Rail must—

- (a) give the undertaker reasonable written notice of any such claims or demands

- (b) not make any settlement or compromise of such a claim or demand without the prior consent of the undertaker; and
- (c) take such steps as are within its control and are reasonable in the circumstances to mitigate any liabilities relating to such claims or demands.

(3) The sums payable by the undertaker under sub-paragraph (1) must if relevant include a sum equivalent to the relevant costs.

(4) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.

(5) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs is in the event of default enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (4).

(6) In this paragraph—

“the relevant costs” means the costs, losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of any specified work including but not limited to any restriction of the use of Network Rail’s railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in sub-paragraph (1); and

“train operator” means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.

**82.** Network Rail must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Part of this Schedule (including the amount of the relevant costs mentioned in paragraph 81) and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made pursuant to this Part of this Schedule (including any claim relating to those relevant costs).

**83.** In the assessment of any sums payable to Network Rail under this Part of this Schedule there must not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Part of this Schedule or increasing the sums so payable.

**84.** The undertaker and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer to the undertaker of—

- (a) any railway property shown on the works and land plans and described in the book of reference;
- (b) any lands, works or other property held in connection with any such railway property; and
- (c) any rights and obligations (whether or not statutory) of Network Rail relating to any railway property or any lands, works or other property referred to in this paragraph.

**85.** Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part I of the Railways Act 1993.

**86.** The undertaker must give written notice to Network Rail if any application is proposed to be made by the undertaker for the Secretary of State’s consent, under article 34 (consent to transfer benefit of Order) of this Order and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

- (a) the nature of the application to be made;
- (b) the extent of the geographical area to which the application relates; and

- (c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

**87.** The undertaker must no later than 28 days from the date that the plans submitted to and certified by the Secretary of State in accordance with article 39 (certification of plans and documents etc.) are certified by the Secretary of State, provide a set of those plans to Network Rail in a format specified by Network Rail.

## PART 8

### FOR THE PROTECTION OF ESSEX COUNTY COUNCIL

**88.** The provisions in this Part of this Schedule have effect for the protection of Essex County Council unless otherwise agreed in writing between the undertaker and Essex County Council.

**89.** In this Part of this Schedule—

“authorised development” has the same meaning as in article 2(1) (interpretation) of this Order and (unless otherwise specified) for the purposes of this Part of this Schedule includes the operation and maintenance of the authorised development and the construction of any works authorised by this Part of this Schedule;

“construction” includes execution, placing, altering, replacing, relaying and removal, and “construct” and “constructed” must be construed accordingly;

“drainage authority” means Essex County Council;

“drainage work” means works to any ordinary watercourse and includes any bank, wall, embankment or other structure, or any appliance constructed for land drainage or flood defence for which the drainage authority is the consenting authority;

“ordinary watercourse” has the meaning given by section 72 (interpretation) of the Land Drainage Act 1991;

“plans” includes sections, drawings, specifications and method statements;

“specified work” means so much of the authorised development as is in, on, under, over or within 8 metres of a drainage work or is otherwise likely to affect the flow of water in any watercourse.

**90.—(1)** Before beginning to construct any specified work in relation to an ordinary watercourse, the undertaker must submit to the drainage authority plans of the work.

(2) On receipt of plans under (1) the drainage authority may within 28 days of the first submission of the plans request such further particulars as the drainage authority may reasonably require.

(3) Any such specified work in relation to an ordinary watercourse must not be constructed except in accordance with such plans as may be approved in writing by the drainage authority, and in compliance with sub-paragraph (6) below.

(4) Any approval of the drainage authority required under this paragraph—

(a) must not be unreasonably withheld or delayed;

(b) is to be deemed to have been given if it is neither given nor refused within 8 weeks of the submission of the plans for approval or submission of further particulars (where required by the drainage authority under sub-paragraph (2), whichever is the later); and

(c) may be given subject to such reasonable requirements or conditions as the drainage authority may make for the protection of any key watercourse or for the prevention of flooding.

(5) Any refusal under this paragraph must be accompanied by a statement of the reasons for refusal.

(6) In order to assist the undertaker when submitting plans under sub-paragraph (1) above it will be necessary to ensure that any suggested pipework proposed is in compliance with the ECC Culverting Policy, whether that be a temporary structure or a permanent structure.

**91.** Without limiting the scope of paragraph 90, the requirements which the drainage authority may make under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, whether temporary or permanent, during the construction of the specified work (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary taking account of the terms of this Order—

- (a) to safeguard any drainage work against damage by reason of any specified work; or
- (b) to secure that the efficiency of any drainage work for flood defence and land drainage purposes is not impaired, and that the risk of flooding is not otherwise increased beyond the level of flood risk that was assessed in the environmental statement, by reason of any specified work.

**92.—(1)** Subject to sub-paragraph (2), any specified work, and all protective works required by the drainage authority under paragraph 91, must be constructed—

- (a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part of this Schedule; and
- (b) to the reasonable satisfaction of the drainage authority,

and an officer of the drainage authority is entitled to watch and inspect the construction of such works.

(2) The undertaker must give to the drainage authority—

- (a) not less than 14 days' notice in writing of its intention to commence construction of any specified work; and
- (b) notice in writing of its completion not later than seven days after the date on which it is brought into use.

**93.** If by reason of the construction of a specified work or of the failure of any a specified work the efficiency of any drainage work for flood defence purposes or land drainage is impaired, or that drainage work is otherwise damaged, the impairment or damage must be made good by the undertaker as soon as reasonably practicable to the reasonable satisfaction of the drainage authority and, if the undertaker fails to do so, the drainage authority may make good the impairment or damage and recover from the undertaker the expense reasonably incurred by it in doing so.

**94.** The undertaker must make reasonable compensation for costs, charges and expenses which the drainage authority may reasonably incur—

- (a) in the examination or approval of plans under this Part of this Schedule;
- (b) in inspecting the construction of the specified work or any protective works required by the drainage authority under this Part of this Schedule; and
- (c) in carrying out any surveys or tests by the drainage authority which are reasonably required in connection with the construction of the specified work.

**95.—(1)** The undertaker must make reasonable compensation for liabilities, costs and losses which may be reasonably incurred or suffered by reason of—

- (a) the construction of any specified works comprised within the authorised development; or
- (b) any act or omission of the undertaker, its employees, contractors or agents or others while engaged upon the construction of the authorised development.

(2) The drainage authority must give to the undertaker reasonable notice of any such claim or demand.

(3) The undertaker may at its own expense conduct all negotiations for the settlement of the same and any litigation that may arise therefrom.

(4) The drainage authority must not compromise or settle any such claim or make any admission which might be prejudicial to the claim without the agreement of the undertaker which agreement must not be unreasonably withheld or delayed.

(5) The drainage authority will, having regard to its statutory powers, at all times take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss.

(6) The drainage authority will, at the request of the undertaker and having regard to its statutory powers, afford all reasonable assistance for the purpose of contesting any such claim or action, and is entitled to be repaid its reasonable expenses reasonably incurred in so doing.

(7) The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved or deemed to be approved by the drainage authority, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from any liability under this Part of this Schedule.

(8) Nothing in subparagraph (1) imposes any liability on the undertaker with respect to any damage to the extent that it is attributable to the act, neglect or default of the drainage authority or the breach of a statutory duty of the drainage authority, its officers, servants, contractors or agents.

96. Any dispute arising between the undertaker and the drainage authority under this Part of this Schedule, if the parties agree, is to be determined by arbitration under article 40 (arbitration).

## PART 9

### FOR THE PROTECTION OF ESSEX AND SUFFOLK WATER

97. For the protection of Essex and Suffolk Water, the following provisions must, unless otherwise agreed in writing between the undertaker and Essex and Suffolk Water, have effect.

98. In this Part of this Schedule—

“alternative apparatus” means alternative apparatus adequate to enable ESW to fulfil its statutory functions in not less efficient a manner than previously;

“apparatus” means any works, mains, pipes, wells, boreholes, tanks, service reservoirs, pumping stations (and any accessories to those items) or other apparatus, structures, tunnels, shafts or treatment works belonging to or maintained by ESW for the purposes of water supply and includes a water main, resource main or trunk main and any inspection chambers, washout pipes, pumps, ferrules or stopcocks for the main or works (within the meaning of section 219 of the Water Industry Act 1991);

“ESW” means Northumbrian Water Limited, t/a Essex and Suffolk Water, company number 02366703, whose registered office is at Northumbria House, Abbey Road, Pity Me, Durham, DH1 5FJ;

“functions” includes powers and duties;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land;

“plan” includes sections, drawings, specifications and method statements and drawings submitted for approval must include a plan to the scale of 1:500 based on the ordnance survey to locate the work in question, and plans and sections to a scale of between 1:200 to 1:25 to give details of the work in question; and

“specified work” means so much of the authorised development as is in, on, under, over or within the standard protection strips; and

“the standard protection strips” means strips of land falling the following distances to either side of the medial line of any relevant pipe or apparatus—

(a) 3 metres where the internal diameter of the pipe is less than 300 millimetres;

(b) 4.5 metres where the internal diameter of the pipe is over 300 and up to and including 600 millimetres; and



- (c) 6 metres where the internal diameter of the pipe exceeds 600 millimetres unless otherwise agreed.

### **Retained apparatus**

**99.**—(1) Before commencing construction of a specified work, the undertaker must submit to ESW plans of the specified work and such further particulars available to it as ESW may reasonably require within 14 days of the submission of the plans.

(2) A specified work must not be constructed except in accordance with such plans as may be approved in writing by ESW or determined under paragraph 109.

(3) Any approval of ESW required under this paragraph—

- (a) must not be unreasonably withheld or delayed;
- (b) is deemed to have been given if it is neither given nor refused within 28 days of the submission of the plans for approval, or submission of further particulars (where required by ESW under sub-paragraph (1) whichever is the later; and
- (c) may be given subject to such reasonable requirements as ESW may make for the protection of its apparatus taking into account the terms of this Order.

(4) Any refusal under this paragraph must be accompanied by a statement of the reasons for refusal.

**100.** Without limiting the scope of paragraph 99, the requirements which ESW may make under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, whether temporary or permanent, during the construction of the specified work as are reasonably necessary taking account of the terms of this Order to safeguard any apparatus against damage by reason of any specified work.

**101.**—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by ESW under paragraph 100, must be constructed—

- (a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part of this Schedule; and
- (b) to the reasonable satisfaction of ESW,

and an officer of ESW is entitled to watch and inspect the construction of such works.

(2) The undertaker must give to ESW—

- (a) not less than five days' notice in writing of its intention to commence construction of any specified work; and
- (b) notice in writing of its completion not later than seven days after the date on which it is brought into use.

**102.** If by reason of the construction of a specified work or of the failure of any a specified work any apparatus is damaged, the damage must be made good by the undertaker as soon as reasonably practicable to the reasonable satisfaction of ESW and, if the undertaker fails to do so, ESW may make good the damage and recover from the undertaker the expense reasonably incurred by it in doing so.

**103.** The undertaker must make reasonable compensation for costs, charges and expenses which ESW may reasonably incur—

- (a) in the examination or approval of plans under this Part of this Schedule;
- (b) in inspecting the construction of the specified work or any protective works required by ESW under this Part of this Schedule and
- (c) in carrying out any surveys or tests by ESW which are reasonably required in connection with the construction of the specified work.

## **Removal of apparatus**

**104.**—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or over which access to any apparatus is enjoyed or requires that ESW's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of ESW to maintain that apparatus in that land and to gain access to it must not be extinguished, until alternative apparatus has been constructed and is in operation, and access to it has been provided, to the reasonable satisfaction of ESW in accordance with sub-paragraphs (2) to (7).

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to ESW written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order ESW reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to ESW the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, ESW must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between ESW and the undertaker or in default of agreement settled by arbitration in accordance with article 40 (arbitration).

(5) ESW must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 40 (arbitration), and after the grant to ESW of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to ESW that it desires itself to execute any work, or part of any work, in connection with the construction or removal of apparatus in any land controlled by the undertaker, that work, instead of being executed by ESW, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of ESW.

(7) Nothing in sub-paragraph (6) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 300 millimetres of the apparatus.

**105.**—(1) Where, in accordance with the provisions of this part of this Schedule, the undertaker affords to ESW facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and ESW or in default of agreement settled by arbitration in accordance with article 40 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to ESW than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to ESW as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

**106.**—(1) Subject to the following provisions of this paragraph, the undertaker must repay to ESW the reasonable expenses incurred by it in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 104(2)104(1).

(2) There is to be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule, that value being calculated after removal.

(3) If in accordance with the provisions of this part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 40 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to ESW by virtue of sub-paragraph (1) is to be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus where such extension is required in consequence of the execution of any such works as are referred to in paragraph 104(2); and
- (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to ESW in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on ESW any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

## **Costs**

**107.**—(1) Subject to sub-paragraphs (2) and (3), if for any reason or in consequence of the construction of any of the works referred to in this Part of this Schedule any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of ESW, or there is any interruption in any service provided, or in the supply of any goods, by ESW, the undertaker must—

- (a) bear and pay the cost reasonably incurred by ESW in making good any damage or restoring the supply; and
- (b) make reasonable compensation to ESW for any other expenses, loss, damages, penalty or costs incurred by ESW,

by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of ESW, its officers, servants, contractors or agents.

(3) ESW must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker which, if it

withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

#### **Other**

**108.** Any agreement or approval of ESW required under these provisions—

- (a) must not be unreasonably withheld or delayed;
- (b) is deemed to have been given if it is neither given nor refused within 42 days of the date of submission of a request for such agreement or approval, or, in the case of a refusal, if it is not accompanied by a statement of the grounds of refusal; and
- (c) any request for agreement or approval of ESW required under these provisions must be sent to [companysecretary@nwl.co.uk](mailto:companysecretary@nwl.co.uk). or such other address as ESW may from time to time appoint instead for that purpose and notify to the undertaker in writing.

**109.** Any dispute arising between the undertaker and ESW under this Part of this Schedule must be referred to and settled by arbitration under article 40 (arbitration) unless otherwise agreed in writing between the undertaker and ESW.

## **PART 10**

### **FOR THE PROTECTION OF EAST OF ENGLAND AMBULANCE SERVICE TRUST**

#### **Application**

**110.** For the protection of East of England Ambulance Service Trust as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and East of England Ambulance Service Trust.

#### **Site familiarisation**

**111.**—(1) The undertaker must, prior to the date of final commissioning, use reasonable endeavours to facilitate a site familiarisation exercise in connection with the authorised development for the East of England Ambulance Service Trust for the purpose of mitigating the potential impacts or risks associated with the authorised development.

(2) Save where otherwise agreed in writing between East of England Ambulance Service Trust and the undertaker, the undertaker must pay to East of England Ambulance Service Trust the costs and expenses reasonably and properly incurred by East of England Ambulance Service Trust in, or in connection with its attendance at the site familiarisation exercise facilitated by the undertaker pursuant to sub-paragraph (1).

#### **Arbitration**

**112.** Any difference or dispute arising between the undertaker and East of England Ambulance Service Trust under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and East of England Ambulance Service Trust, be determined by arbitration in accordance with article 40 (arbitration).

## PROCEDURE FOR DISCHARGE OF REQUIREMENTS

**Interpretation****1.** In this Schedule—

“requirement consultee” means any body or authority named in a requirement as a body to be consulted by the relevant planning authority in discharging that requirement; and

“start date” means the date of the notification given by the Secretary of State under paragraph 4(2)(b).

**Applications made under requirement**

**2.**—(1) Where an application has been made to the relevant planning authority for any consent, agreement or approval required by a requirement the relevant planning authority must give notice to the undertaker of its decision on the application within a period of ten weeks beginning with the later of—

- (a) the day immediately following that on which the application is received by the authority;
- (b) the day immediately following that on which further information has been supplied by the undertaker under paragraph 3; or
- (c) such longer period that is agreed in writing by the undertaker and the relevant planning authority.

(2) Subject to paragraph 4, in the event that the relevant planning authority does not determine an application within the period set out in sub-paragraph (1), the relevant planning authority is to be taken to have granted all parts of the application (without any condition or qualification) at the end of that period.

(3) Any application made to the relevant planning authority pursuant to sub-paragraph (1) must:

- (a) include a statement to confirm whether it is likely that the subject matter of the application will give rise to any materially new or materially different environmental effects compared to those in the environmental statement and if it will then it must be accompanied by information setting out what those effects are; and
- (b) include confirmation that the application has been notified and provided to the requirement consultees in accordance with sub-paragraph (5), if the provision governing or requiring the application specifies that consultation with a requirement consultee is required. Such confirmation to include contact details for the requirement consultees.

(4) Where an application has been made to the relevant planning authority for any consent, agreement or approval required by a requirement included in this Order and the relevant planning authority does not determine the application within the period set out in sub-paragraph (1) and is accompanied by a report pursuant to sub-paragraph (3)(a) which states that the subject matter of such application is likely to give rise to any materially new or materially different environmental effects compared to those in the environmental statement then the application is to be taken to have been refused by the relevant planning authority at the end of that period.

(5) At the same time as submitting an application to the relevant planning authority for any consent, agreement or approval required by a requirement, the undertaker must also give notice of such application, and provide a copy of the application, to any requirement consultee, if the provision governing or requiring the application specifies that consultation with a requirement consultee is required. As part of the notification to any requirement consultee, the undertaker must include a statement that refers to:

- (a) the timeframes in which the requirement consultee can request any further information from the undertaker (via the relevant planning authority) as prescribed in paragraph

3(6)(a) and the consequences of the failure to meet those timescales as prescribed in paragraph 3(6)(b); and

- (b) the timeframes in which the requirement consultee must give notice to the relevant planning authority of its comments on the application as prescribed in paragraph 3(6)(d) and the consequences of the failure to meet those timescales as prescribed in paragraph 3(6)(e).

### **Further information and consultation**

**3.—**(1) In relation to any application to which this Schedule applies, the relevant planning authority may request such reasonable further information from the undertaker as is necessary to enable it to consider the application.

(2) In the event that the relevant planning authority considers such further information to be necessary and the provision governing or requiring the application does not specify that consultation with a requirement consultee is required, the relevant planning authority must, within 10 working days of receipt of the application, notify the undertaker in writing specifying the further information required.

(3) If the provision governing or requiring the application specifies that consultation with a requirement consultee is required, the relevant planning authority must notify the undertaker in writing specifying any further information the relevant planning authority considers necessary or that is requested by the requirement consultee within 15 working days of receipt of the application (or such other period as is agreed in writing between the undertaker and the relevant planning authority).

(4) In the event that the relevant planning authority does not give notification as specified in sub-paragraph (2) or (3) it is deemed to have sufficient information to consider the application and is not thereafter entitled to request further information without the prior agreement of the undertaker.

(5) Where further information is requested under this paragraph in relation to part only of an application, that part is to be treated as separate from the remainder of the application for the purposes of calculating time periods in paragraph 2 and paragraph 3.

(6) If the provision governing or requiring the application specifies that consultation with a requirement consultee is required:

- (a) A requirement consultee is required to notify the relevant planning authority in writing specifying any further information it considers necessary in order to comment on the application within 10 working days of receipt of the application pursuant to paragraph 2(5);
- (b) If a requirement consultee does not give notification as specified in sub-paragraph (a) it is deemed to have sufficient information to comment on the application and is not thereafter entitled to request further information without the prior agreement of the undertaker and relevant planning authority;
- (c) At the same time as providing any further information to the relevant planning authority pursuant to a request under paragraph (2), if the undertaker has been notified of further information requested by a requirement consultee, the undertaker must also give any further information to the requirement consultee;
- (d) A requirement consultee is required to notify the relevant planning authority in writing of any comments on the application within 15 working days of receipt of the application from the undertaker pursuant to paragraph 2(5), or the receipt of any further information pursuant to sub-paragraph (c) (where further information has been requested); and
- (e) If a requirement consultee does not give notification as specified in sub-paragraph (d) it is deemed to have no comments on the application.

### **Appeals**

**4.—**(1) The undertaker may appeal in the event that—

- (a) the relevant planning authority refuses an application for any consent, agreement or approval required by a requirement included in this Order or grants it subject to conditions;
- (b) the relevant planning authority is deemed to have refused an application pursuant to paragraph 2(4);
- (c) on receipt of a request for further information pursuant to paragraph 3 the undertaker considers that either the whole or part of the specified information requested by the relevant planning authority is not necessary for consideration of the application; or
- (d) on receipt of any further information requested, the relevant planning authority notifies the undertaker that the information provided is inadequate and requests additional information which the undertaker considers is not necessary for consideration of the application.

(2) The steps to be followed in the appeal process are as follows—

- (a) the undertaker must submit the appeal documentation to the Secretary of State and must on the same day provide copies of the appeal documentation to the relevant planning authority and any requirement consultee;
- (b) the Secretary of State must appoint a person to determine the appeal as soon as reasonably practicable and must forthwith notify the appeal parties of the identity of the appointed person and the address to which all correspondence for the appointed person's attention should be sent;
- (c) the relevant planning authority and any requirement consultee must submit written representations to the appointed person in respect of the appeal within 10 working days of the start date and must ensure that copies of their written representations are sent to each other and to the undertaker on the day on which they are submitted to the appointed person;
- (d) the undertaker may make any counter-submissions to the appointed person within 10 working days of receipt of written representations pursuant to sub-paragraph (c);
- (e) the appointed person must make their decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable and in any event within 30 working days of the deadline for the receipt of counter-submissions pursuant to sub-paragraph (d); and
- (f) the appointment of the person pursuant to sub-paragraph (b) may be undertaken by a person appointed by the Secretary of State for this purpose instead of by the Secretary of State.

(3) In the event that the appointed person considers that further information is necessary to enable the appointed person to consider the appeal they must, within five working days of the appointed person's appointment, notify the appeal parties in writing specifying the further information required.

(4) Any further information required pursuant to sub-paragraph (3) must be provided by the relevant party to the appointed person and the other appeal parties on the date specified by the appointed person (the "specified date"), and the appointed person must notify the appeal parties of the revised timetable for the appeal on or before that day. The revised timetable for the appeal must require submission of written representations to the appointed person within 10 working days of the specified date, but otherwise the process and time limits set out in sub-paragraphs (c) to (e) of sub-paragraph (2) apply.

(5) The appointed person may—

- (a) allow or dismiss the appeal; or
- (b) reverse or vary any part of the decision of the relevant planning authority (whether the appeal relates to that part of it or not),

and may deal with the application as if it had been made to them in the first instance.

(6) The appointed person may proceed to a decision on an appeal taking into account only such written representations as have been sent within the relevant time limits.

(7) The appointed person may proceed to a decision even though no written representations have been made within the relevant time limits, if it appears to them that there is sufficient material to enable a decision to be made on the merits of the case.

(8) The decision of the appointed person on an appeal is to be final and binding on the parties, unless proceedings are brought by a claim for judicial review.

(9) If an approval is given by the appointed person pursuant to this Schedule, it is to be deemed to be an approval for the purpose of Schedule 2 (requirements) as if it had been given by the relevant planning authority. The relevant planning authority may confirm any determination given by the appointed person in identical form in writing but a failure to give such confirmation (or a failure to give it in identical form) is not to be taken to affect or invalidate the effect of the appointed person's determination.

(10) Save where a direction is given pursuant to sub-paragraph (11) requiring the costs of the appointed person to be paid by the relevant planning authority, the reasonable costs of the appointed person must be met by the undertaker.

(11) On application by the relevant planning authority or the undertaker, the appointed person may give directions as to the costs of the appeal parties and as to the parties by whom the costs of the appeal are to be paid. In considering whether to make any such direction and the terms on which it is to be made, the appointed person must have regard to advice on planning appeals and award costs published in Planning Practice Guidance: Appeals (March 2014) or any circular or guidance which may from time to time replace it.

## Fees

**5.—**(1) Where an application is made to the relevant planning authority for written consent, agreement or approval in respect of a requirement, the fee prescribed under regulation 16(1)(b) of the Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012<sup>(a)</sup> (as may be amended or replaced from time to time) is to apply and must be paid to the relevant planning authority for each application.

(2) Any fee paid under this Schedule must be refunded to the undertaker within four weeks of—

- (a) the application being rejected as invalidly made; or
- (b) the relevant planning authority failing to determine the application within ten weeks from the relevant date in paragraph 2(1) unless—
  - (i) within that period the undertaker agrees, in writing, that the fee is to be retained by the relevant planning authority and credited in respect of a future application; or
  - (ii) a longer period of time for determining the application has been agreed pursuant to paragraph 2(1) of this Schedule.

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<sup>(a)</sup> S.I., amended by S.I. 2013/2153, S.I. 2014/357, S.I. 2014/643, S.I. 2017/1314 and S.I. 2019/1154.



## **EXPLANATORY NOTE**

*(This note is not part of the Order)*

This Order authorises Longfield Solar Energy Farm Limited (referred to in this Order as the undertaker) to construct, operate, maintain and decommission a ground mounted solar photovoltaic generating station with a gross electrical output capacity over 50 megawatts and associated development. The Order would permit the undertaker to acquire, compulsorily or by agreement, land and rights in land and to use land for this purpose.

A copy of the Order plans and the book of reference mentioned in the Order and certified in accordance with article 39 (certification of plans and documents, etc) of this Order may be inspected free of charge during working hours at Braintree District Council, Causeway House, Bocking End, Braintree, CM7 9HB; Chelmsford City Council, Civic Centre, Duke Street, Chelmsford, Essex, CM1 1JE and at Essex County Council, County Hall, Market Road, Chelmsford, CM1 1QH.

