

Gate Burton Energy Park Interrelationships with other Nationally Significant Infrastructure Projects

Document Reference: EN010131/8.2
July 2023

Rule 8(1)(b)(iii)
Infrastructure Planning (Examination Procedure) Rules 2010

Prepared for:

Gate Burton Energy Park Limited

Prepared by:

AECOM Limited

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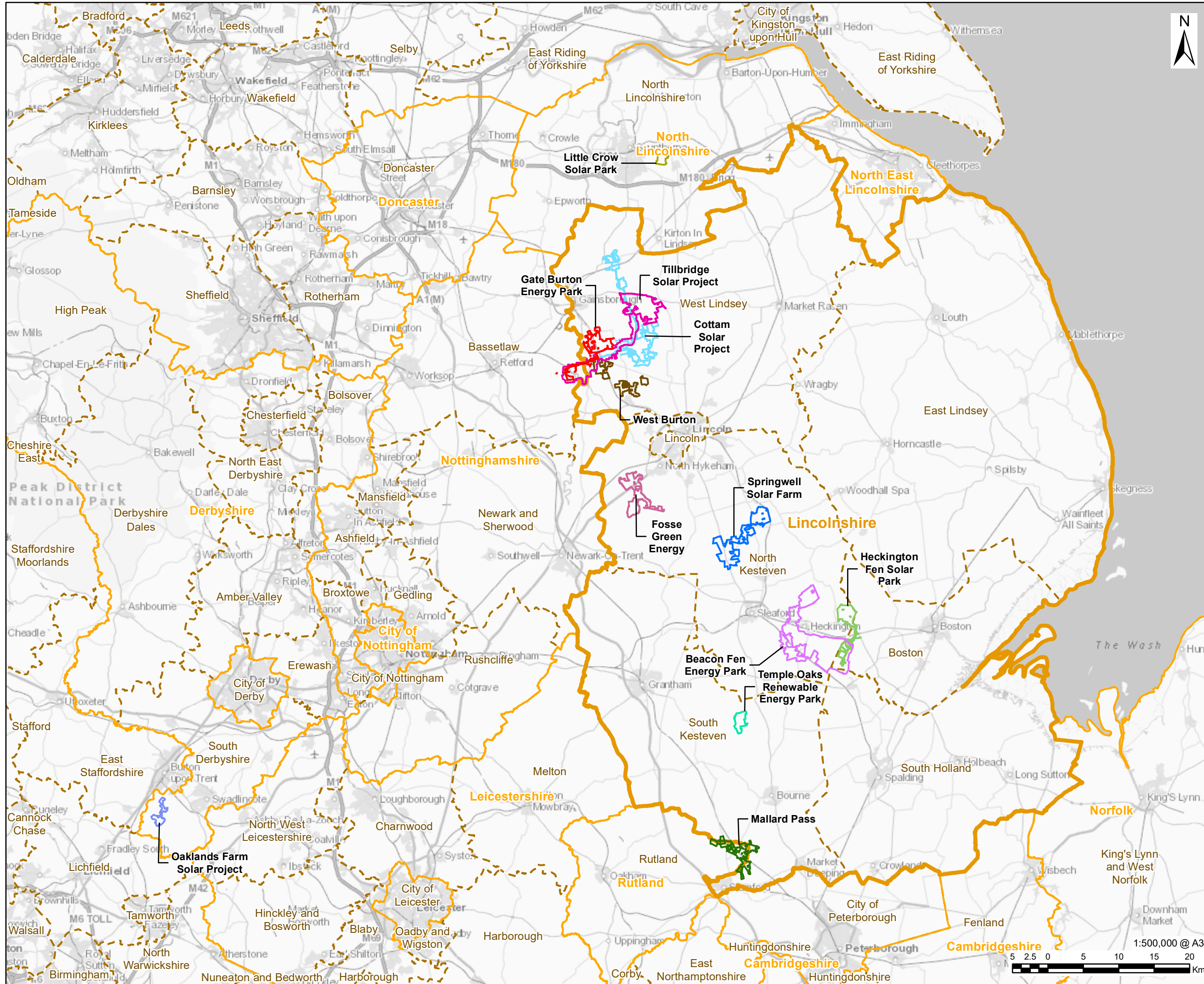
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1. Introduction

1.1. Purpose of this Document

- 1.1.1. This Report has been prepared to provide information on the interrelationships between the Gate Burton Energy Park and other Nationally Significant Infrastructure Projects (NSIPs) in close proximity to the Scheme, namely:
- Cottam Solar Project;
 - West Burton Solar Project; and
 - Tillbridge Solar Project.
- 1.1.2. This Report has been submitted to inform the Examination of the Development Consent Order (DCO) application submitted by Gate Burton Energy Park Ltd (the “Applicant”) under Section 37 of the Planning Act 2008 (“PA 2008”). If made, the DCO would grant consent for the Applicant to develop the Gate Burton Energy Park (the “Scheme” or “Proposed Development”). A detailed description of the Scheme can be found in Chapter 2: The Scheme of the Environmental Statement (ES) [EN010131/APP-011/3.1].
- 1.1.3. This Report has been prepared in response to a request from the Examining Authority (ExA) in the Rule 6 Letter issued on 31 May 2023 and reiterated in the Rule 8 letter issued on 12 July 2023. Annex C of the Rule 6 letter identified five proposed NSIP schemes which are located close to the Scheme, being Cottam Solar Project, Tillbridge Solar Project, West Burton Solar Project, Heckington Fen Solar Park and Mallard Pass Solar Project. The Rule 8 letter does not list the NSIP schemes for consideration.
- 1.1.4. **Figure 1-1** shows the location and Order limits of the Scheme and various other proposed NSIP schemes in or near Lincolnshire that the Applicant is aware of. **Table 1-1** sets out further details of each of these schemes as of July 2023. The distance provided measures the approximate distance from the Order limits of the Gate Burton Energy Park to those of the other project listed. For the three nearest projects, the distance is also given to the solar panels in brackets given that the cable routes overlap but the distance between the solar arrays varies. It should be noted that the Order limits for all projects not yet submitted are evolving and may change over time. The column ‘potential for cumulative effects’ has been populated by the environmental specialists assessing the cumulative impacts of the projects on behalf of Gate Burton Energy Park.
- 1.1.5. In this report references are provided with the scheme number first (see **Table 2.1**), followed by the application reference in the relevant Examination library if applicable. Where applicable, the Applicant’s document number is also provided for ease of reference.

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- LEGEND**
- Gate Burton Energy Park
 - Lincolnshire County Boundary
 - Other County Boundaries
 - District Boundary
 - Beacon Fen Energy Park
 - Tillbridge Solar Project
 - Springwell Solar Farm
 - Temple Oaks Renewable Energy Park
 - Mallard Pass
 - Heckington Fen Solar Park
 - Cottam Solar Project
 - West Burton Solar Project
 - Oaklands Farm Solar Project
 - Little Crow Solar Park
 - Fosse Green Energy

NOTES
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Ordnance Survey 0100031673.

All boundaries except Gate Burton Energy Park are indicative.

ISSUE PURPOSE

FINAL

PROJECT NUMBER
60664324

FIGURE TITLE
DCO Solar Schemes in/near
Lincolnshire

FIGURE NUMBER
Figure 1-1

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Table 1.1 List of NSIP Solar Schemes in and around Lincolnshire

Scheme Name	LPA	Stage of Application	Distance from Scheme (km)	Potential for cumulative effects
Little Crow Solar Park	North Lincolnshire	Development Consent Granted	25km	No
Mallard Pass Solar Farm	Rutland/ South Kesteven	Examination	68km	No
Cottam Solar Project	West Lindsey/ Bassetlaw	Pre-Examination	0km due to cable overlap (1km) ¹	Yes
West Burton Solar Project	West Lindsey/ Bassetlaw	Pre-Examination	0km due to cable overlap (0.9km)	Yes
Heckington Fen Solar Park	North Kesteven/ Boston	Pre-Examination	43km	No
Tillbridge Solar Project	West Lindsey/ Bassetlaw	Pre-application	0km due to cable overlap (5km)	Yes
Springwell Solar Farm	North Kesteven	Pre-application	28km	No
Beacon Fen Energy Park	North Kesteven/ Boston	Pre-application	40km	No
Temple Oaks Renewable Energy Park	South Kesteven	Pre-application	50km	No
Oaklands Farm Solar Project	South Derbyshire (Derbyshire)	Pre-application	80km	No
Fosse Green	North Kesteven	Pre-application	15km	No

1.1.6. This report discusses the Scheme's interrelationship with the Cottam, West Burton and Tillbridge solar projects, because these are the projects with the potential for cumulative effects, as well as being those geographically closest to the Scheme. These three schemes also share common features, including a shared grid connection corridor. The projects are being developed by different developers who have been working together to improve the schemes and reduce environmental effects.

1.1.7. The Applicant has not focussed on the other schemes listed above because they are all located some distance from the Scheme and do not share the same common features. In particular, Heckington Fen and Mallard Pass solar projects listed in the Rule 6 letter are over 40km from the site so there is no

¹ Distances in brackets are the approximate distances between the solar panel areas for the project listed and the Gate Burton scheme.

potential for cumulative effects. All projects in Table 1-1 have been considered by the team preparing the Environmental Impact Assessment for the Gate Burton project, who have confirmed that there will be no significant impacts between Gate Burton and other schemes proposed beyond those considered in this report.

1.2. Structure of this Report

1.2.1. In line with the requirements in Annex G of the Rule 6 letter, this Report comprises the following sections:

- **Section 2** provides an overview of the Scheme and the Cottam, Tillbridge and West Burton schemes, including details on timings, construction phasing, grid connection and start of operation. This is accompanied by figures (as required by the third bullet point in Annex G of the Rule 6 letter) showing the Order limits for the Scheme and the other projects. The plans show the locations of the main features of each project, including solar arrays, energy storage facilities, substations, electrical cable routes, grid connections, environmental mitigation areas, temporary construction and decommissioning areas, and construction haulage routes.
- **Section 3** outlines the approach taken by the Applicant to coordinate the Scheme with the other projects, including during the Examination for the Scheme.
- **Section 4** outlines the DCO provisions required for the Scheme to be implemented satisfactorily in relation to other projects.
- **Section 5** outlines the mitigation measures that are shared with the other projects. It also sets which of those mitigation measures relates specifically to the Scheme and how they are secured.
- **Section 6** sets out information on the other projects relied upon for the cumulative impact assessment, the level of detail, and any other changes since the application for the Scheme was submitted.
- **Section 7** provides a summary of the matters coordinated with other projects, setting out the matters that have been agreed and further work being undertaken jointly between the parties.

2. Overview of the Proposed Development and other NSIPs

2.1. Introduction

2.1.1. This section provides an overview of the Scheme and the Cottam, West Burton and Tillbridge solar schemes including details on timings, construction phasing, grid connection and start of operation. It is accompanied by **Figures 2.1 and 2.2** which show the locations of the main features of each project, including solar arrays, energy storage facilities, substations, electrical cable routes, grid connections, environmental mitigation areas, temporary construction areas, and construction haulage routes.

2.2. Overview of the schemes

2.2.1. All four schemes are proposals for solar energy parks that would deliver electricity to the national electricity transmission network. They involve the construction, operation, maintenance and decommissioning of solar photovoltaic (PV) electricity generating facilities and energy storage facilities with total capacities exceeding 50 megawatts and electrical connections to the National Grid via existing substations. Each scheme is distinct and is being promoted by a different undertaker.

2.2.2. The Gate Burton Energy Park is a proposal for a solar PV park with a capacity of approximately 531MW together with a battery energy storage system. It is located to the east of the River Trent between the villages of Knaith, Gate Burton and Willingham by Stow. The electricity generated will be transferred by an underground 400kW cable to the grid connection substation at Cottam Power Station to the south-west. The DCO application was submitted by the Applicant to PINS on 27 January 2023 and accepted for examination on 22 February 2023. Examination commenced on 4 July 2023.

2.2.3. Cottam Solar Project is being promoted by Cottam Solar Project Limited (the “Cottam undertaker”), which is part of Island Green Power Limited. The project is a proposed solar farm across four areas of land connected by underground cable with a capacity of approximately 600MW together with a battery storage system. The areas of the Cottam scheme containing solar panels are located across areas to the east and north-east of the Scheme. The closest areas of the Cottam project to the Scheme are located to the east of Willingham by Stow, but the project includes areas as far south as Sturton by Stow and Blyton to the north. The electricity generated will be transferred to the grid via a substation at Cottam Power Station. The DCO application was submitted to PINS on 12 January 2023 and, at the time of writing this Report, the application was at the pre-examination stage. The Rule 6 letter for the project was published on 10 July 2023, stating that the Preliminary Meeting would be held on 5 September 2023.

2.2.4. West Burton Solar Project is being promoted by West Burton Solar Project Limited (the “West Burton undertaker”), which is also part of Island Green

Power Limited. It is a proposal for a solar PV park across three areas of land connected by underground cable, with a capacity of approximately 480MW together with a battery energy storage system. The nearest area of the West Burton project to the Scheme is located south of the A1500. The other two areas are located either side of the River Till to the south-east of the Scheme. The electricity generated will be transferred to the grid via a substation at West Burton Power Station. The DCO application was submitted to PINS on 21 March 2023 and at the time of writing this Report, the application was at the pre-examination stage.

- 2.2.5. Tillbridge Solar is being promoted by Tillbridge Solar Limited (the “Tillbridge undertaker”) and is a joint venture between Tribus Clean Energy and Canadian Solar. Tillbridge Solar Limited has secured a Bilateral Connection Agreement (BCA) with National Grid to allow 500MW of renewable energy to be transferred in to and out of its substation. The proposed solar farm is located to the north-east of the Scheme between Springthorpe and Glentworth. The electricity generated will be transferred to the grid via a substation at Cottam Power Station. At the time of writing this Report, the application is at the pre-application stage, with submission of the application planned for November 2023.
- 2.2.6. The main scheme components for all four schemes comprise: PV tables (mounting structures) and panels; inverters; transformers; an on-site Substation; onsite cabling; a Battery Storage and Energy Storage System (BESS); a 400kV electrical connection to the National Grid Substation at Cottam Power Station (for Gate Burton, Cottam and Tillbridge) and the National Grid Substation at West Burton Power Station (for West Burton); fencing and security measures; access tracks; and landscaping and biodiversity enhancement.
- 2.2.7. Designing the schemes has been an iterative process, guided by environmental assessments and consultation with statutory and non-statutory consultees. A number of the design aspects of the schemes cannot be confirmed until the tendering process for design and construction has been completed. Therefore, whilst this Report (and the applications for development consent) give as much detail as possible on proposed design and construction for the schemes, the final design and construction processes are to be determined. For the purposes of applying for development consent, the designs are considered in line with the principles of the “Rochdale Envelope” to present a likely worst-case assessment of potential environmental effects of the schemes where the design details cannot yet be fixed. The Outline Design Principles [EN010131/APP-007/2.3] submitted with the Gate Burton Energy Park application set out the principles that the design must adhere to in order to ensure environmental impacts are minimised and benefits are maximised.
- 2.2.8. **Table 2.1** sets out the key details for each of the schemes including details on the estimated timetable of works such as obtaining consent, construction phasing, grid connection and operational commencement. Given that no project yet has consent, all timescales are indicative.



Table 2.1 Overview of Schemes including details of consenting, construction and operation timetables

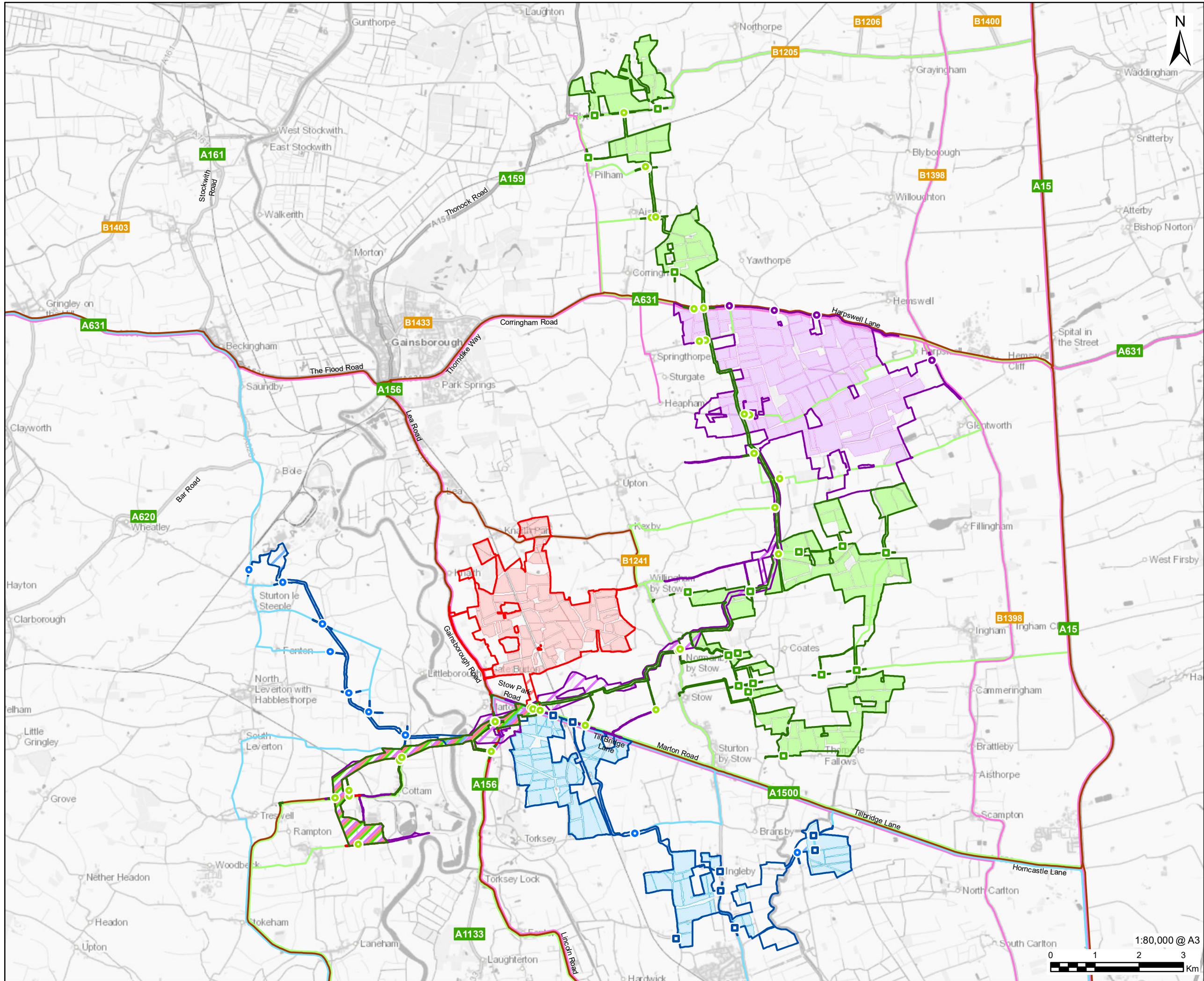
Project detail/date	Gate Burton Energy Park	Cottam Solar Project	West Burton Solar Project	Tillbridge Solar Project
Planning Inspectorate Project Number	EN010131	EN010133	EN010132	EN010142
Approximate solar MW capacity	531 MW	600 MW	480 MW	500 MW connection agreement.
Approximate battery storage capacity	500 MWh	Two options have been assessed for the Environmental Statement: Option A: 1357MWh Option B: 2773MWh	159MWh	To be decided
Order Limits (ha)	824 ha, including 652 ha for Solar and Energy Storage Park and 172 ha for Grid Connection Corridor.	1,451.23 ha. The four combined sites minus the Cable Corridors, means of access and Cottam 1 permissive path total 1188.5 2ha.	886.42 ha. The three combined sites minus the Cable Corridors, but including means of access total 769.1ha.	Approximately 1,400 ha for solar and BESS (Principal Site), of which 900ha is developable and 500 is for ecological, landscape and heritage offsets. Additional area for cable corridor.
Local Authority Areas covered by scheme	Lincolnshire County Council, Nottinghamshire County Council, West Lindsey District Council and Bassetlaw District Council.	Lincolnshire County Council, Nottinghamshire County Council, West Lindsey District Council and Bassetlaw District Council.	Lincolnshire County Council, Nottinghamshire County Council, West Lindsey District Council and Bassetlaw District Council.	Lincolnshire County Council, Nottinghamshire County Council, West Lindsey District Council and Bassetlaw District Council.
Submission of application	27 January 2023	12 January 2023	21 March 2023	November 2023 (Proposed)
Start of Examination (actual/predicted)	4 July 2023	5 September 2023	Q3 2023	Q1 2024



Due date for decision	4 July 2024	5 September 2024	Q3 2024	Q1 2025
Predicted start of construction	Q1 2025	Q4 2024	Q4 2024	Q3 2025
Details of construction phases and any shared construction timetable/ shared works with other schemes.	<p>The main construction phase for the Scheme is predicted to be 24-36 months between 2025 and 2027, with construction peak in 2026.</p> <p>A list of key construction activities is included in Chapter 2: the Project of the Environmental Statement [EN010131/APP-011/3.1].</p>	<p>The main construction phase for the Scheme is predicted to be 24 months between 2024 and 2026.</p> <p>A list of key construction activities is included in Chapter 4: Scheme Description of the Environmental Statement [EN010133/APP-39].</p>	<p>The main construction phase for the Scheme is predicted to be 24 months between 2024 and 2026.</p> <p>A list of key construction activities is included in Chapter 4: Scheme Description of the Environmental Statement [EN010132/APP-42].</p>	<p>The main construction phase for the Scheme is predicted to be 24 months between 2025 and 2027, with construction peak in 2026.</p> <p>A list of key construction activities are included in Chapter 3: Scheme Description of the Preliminary Environmental Information Report produced for statutory consultation and available here</p>
Predicted end of construction	Q4 2027/Q1 2028	Q4 2026	Q4 2026	Q3 2027
Predicted Operation Date	Q4 2028	Q4 2026	Q4 2026	Q4 2027

2.3. Main Features of The Schemes

- 2.3.1. **Figure 2.1** provides an overview of the four schemes, including the main solar areas grid connection routes and main routes for heavy goods vehicles. Information on this plan has been limited so the main areas can be seen clearly. **Figure 2.2** provides more detail on the layouts for each scheme including solar arrays, energy storage facilities, substations, electrical cable routes, grid connections, environmental mitigation areas, temporary construction areas, and construction haulage routes.
- 2.3.2. Gate Burton, West Burton and Cottam projects each have main battery storage areas as shown in **Figure 2.2**. Tillbridge has taken a different approach, with batteries located in individual containers or housed within a larger building or buildings, typically coming in containerised solutions. The precise number of individual battery storage containers will depend upon the level of power capacity and duration of energy storage that the Scheme will require and work is ongoing to determine this. The Tillbridge Preliminary Environmental Information Report Volume III Figure 3-1 comprises an Indicative Site Layout Plan and shows the potential number and distribution of BESS and Solar Stations across the Scheme. The areas shown as 'BESS and solar stations' in **Figure 2.2** for Tillbridge are therefore more distributed and also contain other equipment so are not solely battery storage.
- 2.3.3. As can be seen from **Figure 2.1**, the construction haulage routes for Gate Burton follow a range of routes including the A156 north-south corridor, A1500 east-west corridor and routes further afield including the A57 (accessed via the A156 to the south), the A631 to the east and west, and the A15 to the north and south. This similarly applies to the other three solar projects, although these tend to be more focussed on the A15, A1500 and A631 to the east of Gate Burton. In terms of construction vehicle routing overlaps, these mainly include the A15 (with traffic predominantly serving Cottam), the A1500 (predominantly serving West Burton), the A631 (predominantly serving Tillbridge) and the A156 (predominantly serving Gate Burton). The construction haulage route for Cottam is slightly more complex because of the geographical split between the different areas that make up the project. All projects have additional accesses off smaller roads for both the solar array areas and the grid connection corridor. For all projects traffic is concentrated in the construction periods, with limited operational traffic.
- 2.3.4. Section 3.6 of this report discussed more detail on collaboration on access points and design for the four projects.



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Gate Burton Energy Park



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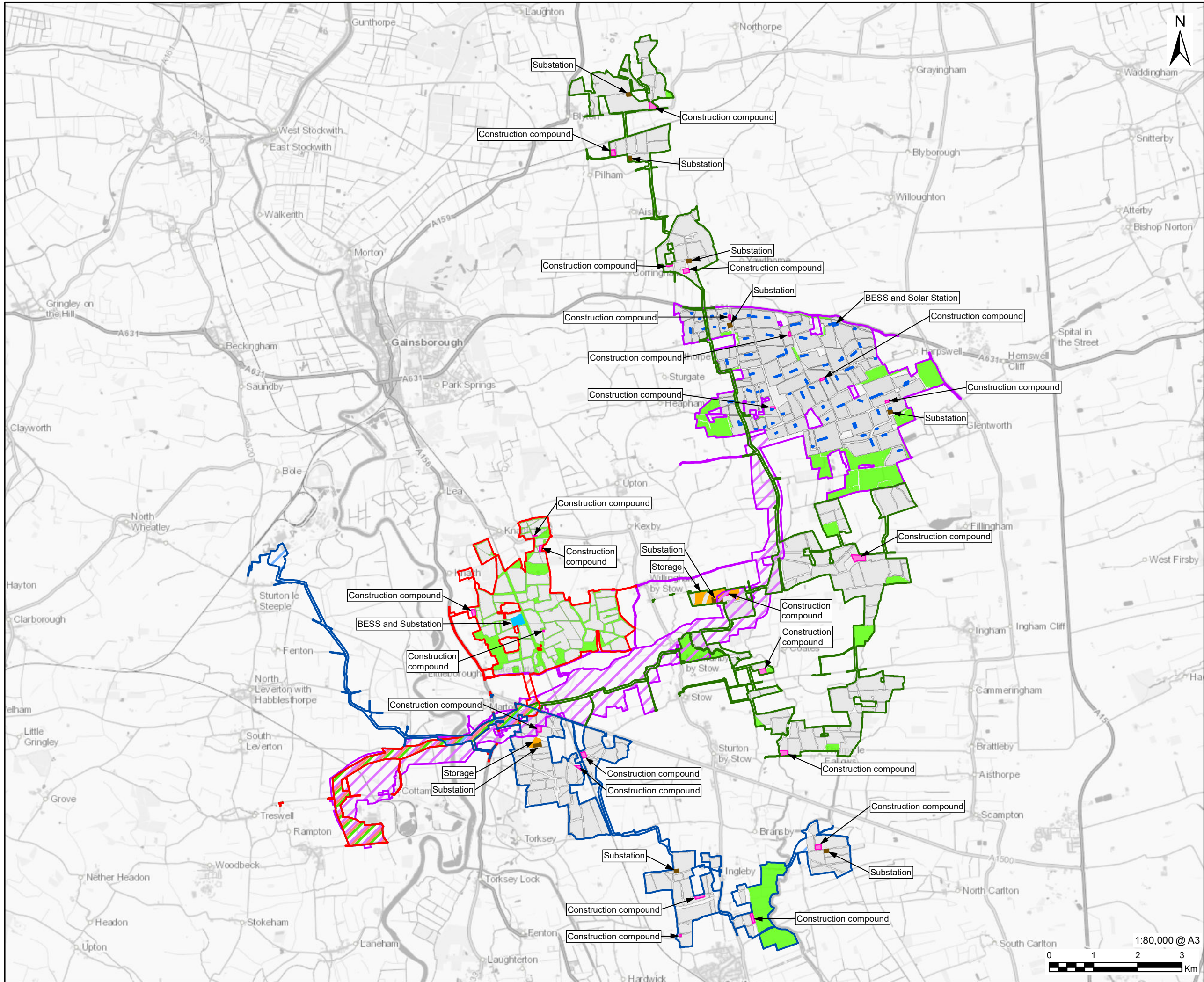
- LEGEND**
- Cottam**
 - Order Limits
 - Grid Connection Corridor
 - Solar Arrays
 - Construction Route
 - Construction Access
 - Cable Route Access
 - Gate Burton**
 - Order Limits
 - Grid Connection Corridor
 - Solar Arrays
 - Construction Route
 - Tillbridge**
 - Draft Order Limits (June 2023)
 - Grid Connection Corridor
 - Solar Arrays
 - Construction Route
 - Access Point
 - West Burton**
 - Order Limits
 - Grid Connection Corridor
 - Solar Arrays
 - Construction Route
 - Construction Access
 - Cable Route Access

ISSUE PURPOSE
For Information

PROJECT NUMBER
60664324

FIGURE TITLE
Gate Burton, Cottam, West Burton and
Tillbridge Energy Parks: Overview Plan

FIGURE NUMBER
Figure 2.1



PROJECT
Gate Burton Energy Park



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- LEGEND**
- Order Limits**
- Cottam Order Limits
 - Gate Burton Order Limits
 - Tillbridge Draft Order Limits (June 2023)
 - West Burton Order Limits
- Grid Connection Corridor**
- Cottam Grid Connection Corridor
 - Gate Burton Grid Connection
 - Tillbridge Grid Connection Corridor
 - West Burton Grid Connection Corridor
- Infrastructure**
- Solar Arrays
 - Substation
 - Battery Energy Storage Systems (BESS)
 - Battery Energy Storage Systems (BESS) and Solar Station
 - Battery Storage
 - Environmental Mitigation Area
 - Construction compound

ISSUE PURPOSE
For Information

PROJECT NUMBER
60664324

FIGURE TITLE
Gate Burton, Cottam, West Burton and Tillbridge Energy Parks: Layout Plan

FIGURE NUMBER
Figure 2.2

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3. Approach taken by the Applicant to coordinate the Scheme with the other projects

3.1. Introduction

- 3.1.1. This section of the Report describes the ways in which the Applicant has collaborated with the undertakers of Cottam, West Burton and Tillbridge when designing the Scheme and making the application for development consent. This includes details of how the undertakers will continue to collaborate during Examination of the Scheme.
- 3.1.2. The Scheme, West Burton and Cottam are all on similar timelines and significant work has been undertaken to minimise cumulative impacts associated with the projects. This includes devising a shared grid connection corridor, adopting similar methodologies for the environmental assessment and managing consultation periods in a way that reduces confusion for communities and stakeholders. Due to the differences in projects, locations and teams, environmental assessment methodologies are similar but not always identical. The aim of this collaboration is to reduce overall environmental and social effects of the schemes, particularly on communities close to the grid connection corridor and sensitive heritage and ecological receptors close to the River Trent. Further details of the meetings that have taken place to co-ordinate scheme development are detailed below.
- 3.1.3. The Tillbridge scheme is at an earlier stage in the development consent process than the Scheme, Cottam and West Burton. For instance, whereas the West Burton and Cottam projects had Preliminary Environmental Information Reports (PEIR) available to aid assessment of cumulative impacts when the Scheme application was prepared, no PEIR was available at the time for Tillbridge as the project did not commence Statutory Consultation until the end of May 2023. Cumulative impacts for Tillbridge were therefore considered using the Tillbridge Scoping Report. Despite the difference in stages, the Applicant, Cottam Solar, West Burton Solar and Tillbridge Solar continue to work together pro-actively to understand the nature of one another's projects and explore potential for sharing grid connection routes. As set out in Chapter 6 of this report, the cumulative impact assessments have been revisited as further information has become available on Cottam, West Burton and Tillbridge.
- 3.1.4. Since the Application for the Scheme was submitted, the undertakers of the West Burton and Cottam schemes have confirmed their willingness to enter into reciprocal protective provisions with the Scheme, as detailed further in the Section 4.

3.2. Collaboration on this Report

- 3.2.1. The undertakers of all four schemes have worked collectively to produce this Report. In particular, the Applicant has received information and GIS data from the undertakers of the Cottam, West Burton and Tillbridge schemes in order to compile:
- **Table 2.1** outlining the key features of each scheme including timings, construction phasing, grid connection and operation commencement; and
 - **Figures 2.1 and 2.2** showing the interrelationship between the schemes on the ground.
- 3.2.2. All undertakers were provided with a draft of this report in order to review and check the accuracy of information provided on their specific schemes. Comments were received from all three developers and incorporated into the report before Deadline 1 (18 July 2023). The developers will continue to work together to aim to provide one joint report at a future deadline.
- 3.2.3. Chapter 6 of this Report describes the process the Gate Burton team has undertaken to confirm whether any changes to cumulative effects occur due to further information being available on all schemes. Given that the other three developers have not yet undertaken this activity, this chapter presents the view of the Gate Burton team only. Similarly, due to timescales, Cottam, West Burton and Tillbridge Solar Projects were not consulted on Appendix D before submission of this version of this report so this Appendix also should be treated as presenting the view of the Gate Burton team only.

3.3. Meetings Held and Discussion Points

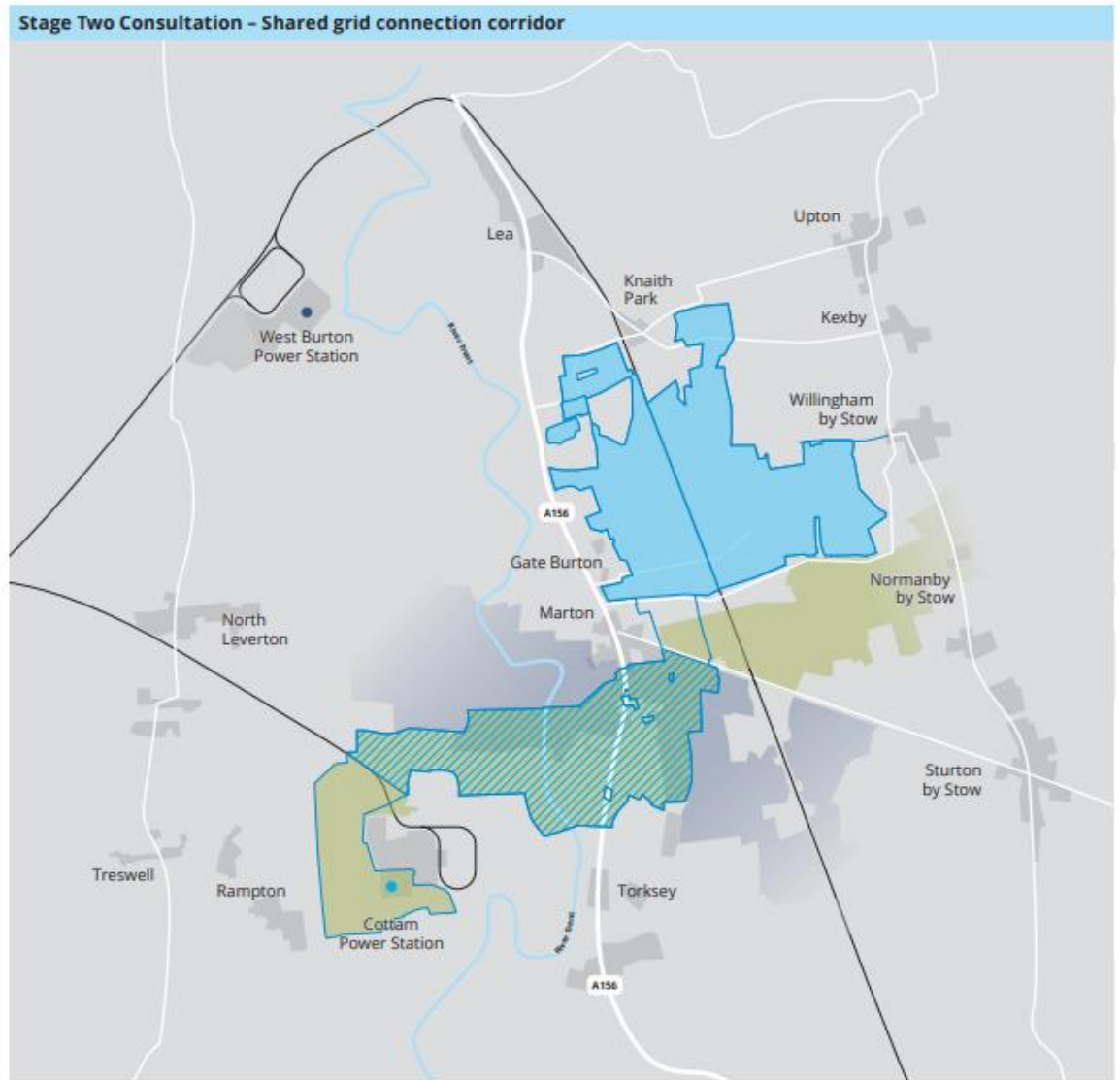
- 3.3.1. The Applicant has met fortnightly with the undertakers of the Cottam and West Burton schemes to discuss areas of collaboration and co-ordination between the schemes. The Applicant has also met regularly with Tillbridge to discuss any areas where the schemes can work together to reduce the impact on stakeholders. The Applicant is aiming to make the fortnightly meeting a quadripartite meeting now the Tillbridge scheme has passed the statutory consultation stage.
- 3.3.2. The Applicant and undertakers of the Cottam and West Burton schemes have collaborated from an early stage when approaching landowners regarding their proposals. This included joint landowner engagement for early non-intrusive surveys. Depending on the activities being undertaken, meetings were held on a fortnightly or monthly basis between our communications teams, heritage teams and environmental leads. A list of meetings held between parties is provided in Appendix A, although informal engagement has also been held outside these scheduled meetings and site visits. Joint working with landowners has also been progressing with Tillbridge since the scheme has been announced publicly. Data is also being shared between teams to avoid the need to repeat surveys for areas affected by more than one project, particularly the shared grid connection corridor.

- 3.3.3. At all stages of the projects the land referencing teams engaged landowners on behalf of each project, but through collaboration opportunities were found to engage with landowners about all projects, particularly in the shared grid connection corridor. For example, the three projects took a joint approach to archaeological geophysical surveys and the four projects have shared trial trenching results in the shared grid connection corridor. This reduced the number of times surveyors were accessing the same land parcels and disruption to landowners, as well as enabling sharing of survey costs.
- 3.3.4. There has also been extensive collaboration in the preparation of Environmental Statements, including discussions on survey methodologies, viewpoints and assessment of individual and cumulative effects.
- 3.3.5. Gate Burton, West Burton and Cottam solar projects have also worked together to identify and agree the shared cable corridor and submitted cable corridors that are almost identical in the shared area. Collaboration with Tillbridge is also continuing on the grid connection corridor with all four developers working together. We continue to collaborate as four projects to identify further ways to reduce impacts, for example, through examining access routes and on planned consultation. Further detail on these areas of collaboration is provided below.

3.4. Approach to Consultation

- 3.4.1. In preparation and during consultation, the Applicant coordinated with the Cottam and West Burton undertakers to ensure clear communication and to distinguish between the projects. The consultations opened and closed on different dates and events were held over different periods, with regular collaboration ensuring this was the case. This coordination allowed the local community the opportunity to attend events for each of the projects and to have sufficient time to provide feedback. Similar conversations were undertaken with Tillbridge Solar in the timing of both their non-statutory and statutory consultation periods to avoid clashes.
- 3.4.2. Maps and plans were created to show the shared aspect of the schemes to ensure those attending consultation events understood the scheme under discussion and how it related to the other two schemes. For Gate Burton, this included the map at **Figure 3.1** below showing the shared grid connection corridor. A map was also created showing the layouts of the Scheme, Cottam and West Burton (see **Figure 3.2**) to assist understanding of how the projects related to one another and enable understanding of potential cumulative effects. Tillbridge Solar was not included on the maps as they were created before the Tillbridge scheme launched publicly. The same plan was used in the West Burton and Cottam statutory consultation events to ensure this information was shared with all attendees. Similar plans were also shared at Tillbridge statutory consultation events showing all four schemes.

Figure 3.1. Gate Burton Stage two consultation plan showing shared grid connection corridor. Please note that the content is superseded by application plans.



Key

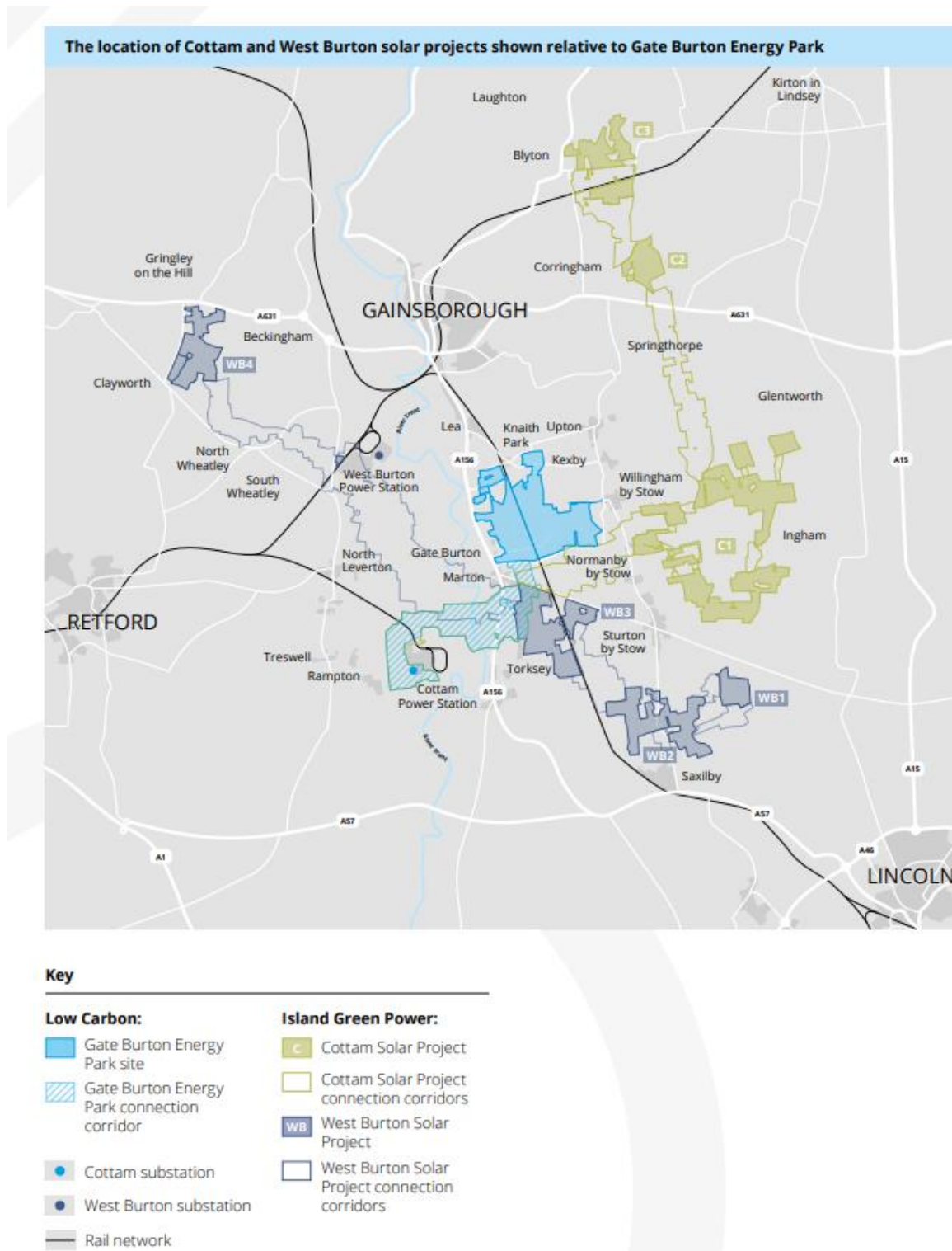
Low Carbon:

-  Gate Burton Energy Park site
-  Gate Burton Energy Park connection corridor
-  Shared connection corridor area

Island Green Power:

-  Cottam Solar Project connection corridors
-  West Burton Solar Project connection corridors

Figure 3.2. Consultation plan showing initial layouts of the Scheme, Cottam and West Burton. This plan has now been superseded as the schemes have evolved.



3.4.3. Regular meetings were held between the consultation teams for each project to ensure messaging was consistent and that communications were being delivered in a way that defined the individual projects, while acknowledging the cumulative impacts. All teams were aware of the events being held by the other projects and were ready to provide information about events on other projects when asked. Whilst inevitably there were individuals who requested

clarification on the project being considered at events, in the experience of all four developers, attendees were generally aware of the project under consideration and the others in the area.

3.5. Collaboration on Design: Shared Grid Connection Corridor and Mitigation Measures

- 3.5.1. The Applicant and the undertakers for the West Burton, Cottam and Tillbridge solar projects also worked collaboratively on design development and environmental avoidance/mitigation to reduce overall environmental and social effects. In particular, the scheme developers have worked together to reduce the impact on communities in close proximity to the shared grid connection corridor and on known ecological and archaeologically sensitive areas adjacent to the River Trent, including the Viking Great Army Winter Camp (MLI125067) on the eastern side of the River Trent (refer to Chapter 7: Cultural Heritage of the Gate Burton ES [EN010131/APP-016/3.1]).
- 3.5.2. The shared grid connection corridor (see area 4b in the **Works Plans [EN010131/APP-209/5.2]**) comprises an area within which the Gate Burton undertaker will locate its connection to Cottam substation; the Cottam undertaker will locate its connection to Cottam substation; the Tillbridge undertaker will locate its connection to Cottam substation and, in part, the West Burton undertaker will locate its connection to West Burton substation. The shared grid connection corridor is further defined within Chapter 5: EIA Methodology of the ES [EN010131/APP-014/3.1] with the cumulative effects and respective environmental mitigation reported within each of the topic chapters.
- 3.5.3. Shared mitigation measures include excavation and recording (strip, map and record) of archaeological remains in advance of construction activities for cultural heritage within the shared grid connection corridor. Shared mitigation measures for ecology include joint mitigation to be undertaken with Cottam and West Burton solar projects within the shared grid connection corridor and this will be outlined in the detailed CEMP(s), secured in the respective DCOs. Further details will be set out within the Detailed Construction Traffic Management Plans for mitigation opportunities for transport and traffic. Section 5 provides further detail on shared mitigation measures secured in the Gate Burton Energy Park draft DCO [EN010131/APP-215/6.1] in more detail.

3.6. Collaboration on Access Points

- 3.6.1. Post application, the Applicant has continued to work collaboratively with the Tillbridge, Cottam and West Burton undertakers to minimise cumulative impacts associated with the construction of access points from the local highway network within the shared grid connection corridor.
- 3.6.2. Lincolnshire County Council queried whether environmental impacts could be reduced through re-considering the design of accesses for the Gate Burton Energy Park. When considering these accesses individually, the opportunity was identified to proactively explore whether impacts could be reduced still further by combining accesses within the shared grid connection corridor. No

decisions have yet been taken on these changes and these discussions are ongoing. The accesses proposed for the Gate Burton Energy Park and other developers remain those as set out in the DCO Application and are considered appropriate. However, in line with policy, where further potential is identified to reduce impacts, the Applicant is considering these details.

- 3.6.3. From an access design perspective, any cumulative impacts are focused principally upon the grid connection corridor, with no shared access points related to the sites of the solar arrays or BESSs.
- 3.6.4. On the 20 June 2023, the Applicant chaired a meeting with representatives from all four schemes to explore the potential to share and harmonise access points within the shared grid connection corridor. The outcome of this meeting was to agree actions to consider whether any accesses could be combined, particularly any areas where combination would reduce cumulative environmental effects or increase safety.
- 3.6.5. The Applicant produced plans 60664324-HGN-DR-CH-0037 through to 60664324-HGN-DR-CH-0041 (see Appendix B of this report) in order to visually identify accesses proposed for each of the four projects. This information was based upon the latest publicly available information at the start of June 2023.
- 3.6.6. From this exercise, several areas were identified for further investigation:
- A1500 Stow Park Road (north and south)
 - A156 High Street near Marton (east and west)
 - Headstead Bank (east and west)
 - Cottam Road (north and south)
- 3.6.7. All the accesses at the above locations have been discussed between undertakers, although any changes would be complex due to the fact that they are part of four separate applications, three of which have been submitted. The outcomes of the engagement thus far is as follows:
- The Applicant, has agreed in conjunction with Cottam Solar Park and Tillbridge to aim to relocate the proposed access on Cottam Road, identified as point 15/12 on Sheet 15 of the Streets, Rights of Way and Access Plan [EN010131/APP-210/5.3] to the existing field access denoted by point 15/01. By undertaking this change, a common access point to the land south of Cottam Road would be achieved for the Gate Burton, Cottam and Tillbridge projects and this would reduce the overall quantum of hedgerow removal to facilitate access at this location. This change has been discussed with Nottinghamshire County Council and was accepted by Nottinghamshire County Council on the 06/07/2023. It is therefore the Applicant's intention to amend the Streets, Rights of Way and Access Plans at Deadline 2 (8 August 2023) to change the location of this access.
 - For the access proposed on the A156 High Street at point 12/09 on Sheet 12 of the Streets, Rights of Way and Access Plans [EN010131/APP-210/5.3], it has been confirmed that all parties are already utilising the same existing field gate to access land to the west

of the A156 High Street and therefore access at this location is already co-ordinated.

- For the access proposed on Headstead Bank at point 14/02 on Sheet 14 of the Streets, Rights of Way and Access Plans, it has been confirmed that Gate Burton, Cottam and Tillbridge are already utilising the same existing field gate to access land to the east of Headstead Bank and therefore access at this location is already co-ordinated.

3.6.8. The Applicant will continue to engage with each party throughout the Development Consent Order Examination and will update the Planning Inspectorate where changes to any access locations are agreed between respective projects and subsequently confirmed with the relevant local authority.

4. Shared Development Consent Order Provisions

4.1. Introduction

- 4.1.1. This section sets out the DCO provisions that are shared with other schemes to ensure that the Scheme can be implemented satisfactorily in relation to other projects.
- 4.1.2. The Gate Burton and Cottam solar arrays are located on distinct and separate sites. The cable corridor for each project is initially distinct, however they meet close to Gate Burton and then are entirely overlapping from the initial point of overlap to the grid connection location for both projects at the Cottam National Grid Substation.
- 4.1.3. The grid connection for the West Burton project partially overlaps/crosses the cable corridors for Cottam and Gate Burton to connect to West Burton substation.
- 4.1.4. In the areas of overlap:
- (a) Each undertaker has sought development consent powers over the area of overlap;
 - (b) Each undertaker has sought compulsory acquisition and temporary use powers over the area of overlap;
 - (c) No undertaker has identified specifically where in the area of overlap its infrastructure will be placed to allow flexibility for detailed design post-consent.
- 4.1.5. The overlap is being managed via protective provisions, a private commercial agreement and by bespoke transfer of benefit provisions within each DCO.
- 4.1.6. The DCO application for Tillbridge Solar has not yet been made and therefore references in this section to powers sought/ provisions drafted do not apply to that project. However statutory consultation has recently concluded and it is anticipated that similar powers will be incorporated into all DCOs for Tillbridge following submission of the application. The Applicant welcomes confirmation from the Tillbridge undertaker in its relevant representation that it will include protective provisions for the benefit of the Applicant in its draft DCO. The Applicant will update its draft DCO to include reciprocal protective provisions for the benefit of the Tillbridge undertaker once the Tillbridge Solar DCO application has been submitted (currently expected later in 2023 as per the relevant representation). The Tillbridge undertaker will also provide the same protections for the Cottam and West Burton undertakers, and likewise the intention is that the Cottam Solar Project DCO and West Burton Solar Project DCO will be updated to include reciprocal protections for the Tillbridge undertaker. This approach is confirmed in the Cooperation Agreement (see Appendix C) entered into between the parties, at Clause 5.5.

- 4.1.7. Protective provisions for the benefit of the Cottam undertaker are included in Part 4 of Schedule 15 of the Gate Burton draft DCO.
- 4.1.8. The protective provisions for the benefit of the West Burton undertaker are included in Part 5 of Schedule 15 of the Gate Burton draft DCO [EN010131/APP-215/6.1].
- 4.1.9. The Cottam draft DCO includes the same protective provisions (with necessary amendments to company names etc.) for the Gate Burton undertaker (Part 11 of Schedule 16) and the West Burton undertaker (Part 12 of Schedule 16).
- 4.1.10. The West Burton draft DCO includes the same protective provisions (with necessary amendments to company names etc.) for the Gate Burton undertaker (Part 12 of Schedule 16) and the Cottam undertaker (Part 11 of Schedule 16).
- 4.1.11. The following can be noted from the protective provisions:
- (a) The protective provisions relate to a specified Works No. in another party's DCO – this is the area of overlap. For the Gate Burton draft DCO this is Work No. 4B;
 - (b) The provisions apply unless otherwise agreed between the parties, a standard approach which allows refinement of technical and commercial solutions open post-DCO award, subject to the parameters of each consent;
 - (c) The provisions prevent one party from compulsorily acquiring rights etc. in respect of another party's apparatus or the area of overlap without consent, not to be unreasonably withheld or delayed;
 - (d) Works within the area of overlap, within a set distance of 25m from the area of overlap or any apparatus or which may adversely affect apparatus (specified works) must be carried out with prior consent, not to be unreasonably withheld or delayed, and subject to a deemed approval mechanism;
 - (e) There is provision for advance sharing of plans for specified works and approvals of works being subject to conditions;
 - (f) Access must be maintained for another party to access its works; or alternatives provided;
 - (g) There are provisions for payment of damages (including an obligation to mitigate loss); and
 - (h) The standard arbitration provisions apply.
- 4.1.12. These provisions provide each undertaker sufficient protection from overlapping development consent and compulsory acquisition powers, providing sufficient assurance to each Examining Authority and the Secretary of State that each DCO can be granted as sought. Clause 5.4 of the Cooperation Agreement between the parties confirms that the protective provisions included in the draft DCOs are appropriate.

4.1.13. In addition, the Applicant has worked closely with the other undertakers to negotiate a standard set of protective provisions where these relate to third party interests in the grid connection corridor area of overlap, to seek to minimise the burden on stakeholders and ensure consistency in protections offered. Specifically, the undertakers have collaborated in respect of the Canal and River Trust protective provisions, as explained in the Statement of Common Ground (SoCG) for that party [EN010131/APP/4.3I].

4.2. Transfer of Benefit Provisions

4.2.1. In addition to including reciprocal protective provisions, each undertaker has included bespoke transfer of benefit provisions within the draft DCO, to facilitate ease of transfer of relevant rights to the other named undertakers where they relate to the shared cable corridor (Work No. 4B).

4.2.2. The purpose of this provision is to enable the appointment of a joint contractor, or to allow one or more undertakers to undertake works on behalf of the other, if appropriate, post-detailed design. This would reduce the impact of the scheme construction.

4.3. Cooperation Agreement

4.3.1. On 5 July 2023 a formal Cooperation Agreement was signed between the undertakers of the four projects; Gate Burton Energy Park Limited, Cottam Solar Project Limited, West Burton Solar Project Limited and Tillbridge Solar Limited. A copy of this agreement is provided in Appendix C.

4.3.2. The Agreement sets out the fundamental principles of cooperation between the parties, and how they will interact with third parties. Specifically, the agreement requires:

- The parties must cooperate with each other and act reasonably and in good faith (Clause 4.1) including specifically to mitigate adverse impacts on persons with an interest in the land affected by the Projects (Clause 4.1.1);
- Each party must act as a Reasonable and Prudent Developer (Clause 4.2) i.e. acting in good faith as a skilled and experienced developer would;
- There is agreement that the protective provisions included in the draft DCOs in favour of the other parties (as relevant) are appropriate (Clause 5.4);
- There is agreement that protective provisions for Tillbridge on substantially the same terms will be included at the appropriate time (Clause 5.5) and vice versa in the Tillbridge draft DCO;
- There is an agreement to enter into a Further Agreement in due course, to cover the matters in Appendix 1, which includes coordinating stakeholder and community engagement post-consent, and seeking to minimise interference to landowners and impacts on the environment. The agreement will also establish how the parties will work together to discharge relevant DCO requirements in a consistent manner.

4.3.3. Therefore, the Cooperation Agreement not only secures cooperation and working in good faith between the parties, it ensures they work together to reduce environmental and land impacts. This level of cooperation between developers is unusual and has been achieved through dedicated positive collaboration between parties. The SoCG between the parties [EN010131/APP/4.3K] submitted at Deadline 1 (18 July 2023) confirms discussions will continue throughout the Examination phase and into construction but there are no matters of disagreement between the parties.

5. Shared Mitigation Measures

5.1. Introduction

- 5.1.1. This section identifies shared mitigation measures secured in the Gate Burton Energy Park DCO. It also sets out which of those mitigation measures relates specifically to the Scheme and how they are secured in the draft DCO.

5.2. Shared Grid Connection

- 5.2.1. The Outline Design Principles Statement **[EN010131/APP-007/2.3]** sets out a number of design measures that were embedded during the development of the Scheme. The Grid Connection Corridor for Gate Burton Energy Park is Work No. 4 in the draft DCO **[EN010131/APP-215/6.1]**. Area 4b in the Works Plans **[EN010131/APP-209/5.2]** shows the area of the Grid Connection Corridor shared with West Burton, Cottam and Tillbridge Solar Projects, with this area covering a significant proportion of the cable route. This overlap has been intentional to reduce environmental and social impacts of the grid connections.
- 5.2.2. Avoidance areas and construction methods (such as Horizontal Directional Drilling (HDD)) (as shown on ES Volume 3: Appendix 2-B (Figure 1) **[EN010131/APP-114/3.3]**) to reduce effects are shared across all projects within the shared area of the Grid Connection Corridor. There has been particular joint working on the section of the grid connection corridor near the River Trent, including working collaboratively with the Canals and Rivers Trust to agree Protective Provisions in this area (see relevant SoCG with progress on these discussions **[EN010131/APP/4.3]**).

5.3. Cultural Heritage

- 5.3.1. Chapter 7: Cultural Heritage of the ES **[EN010131/APP-016/3.1]** details additional mitigation measures comprising of excavation and recording (strip, map and record) of archaeological remains in advance of construction activities. The sites to which excavation and recording relate are identified within the Archaeological Mitigation Strategy **[EN010131/APP-227/7.6]** and secured by Requirement 11 of the Gate Burton draft DCO.
- 5.3.2. The shared grid connection corridor includes mitigation specific to the corridor proposed with Cottam and West Burton, on Sites 8 – 16 as labelled in the Archaeological Mitigation Strategy. This mitigation is also included in the West Burton and Cottam Written Schemes of Investigation (WSI) which are secured by each of the projects DCO Requirements.
- 5.3.3. Avoidance areas and construction methods (such as HDD) to reduce effects are shared across all projects within the shared grid connection corridor and this will include Tillbridge Solar project once the DCO application for that project is made. The PEIR for Tillbridge Solar Project states that the WSI for archaeological mitigation will form part of the DCO application for that scheme. For the purposes of the assessment of interrelationships and cumulative

effects for the Scheme, it is assumed that the Tillbridge Solar WSI will secure the same archaeological mitigation measures as Gate Burton, Cottam and West Burton within the shared grid connection corridor.

5.4. Traffic and Transport

- 5.4.1. Chapter 13: Transport and Access of the ES **[EN010131/APP-022/3.1]** states that the opportunity to combine mitigation for the West Burton Solar Project and Cottam Solar Project schemes will be explored in order to reduce cumulative impacts during the construction phase. A combined Construction Traffic Management Plan (Combined CTMP) will be produced that will set out construction traffic management and control measures relevant to those areas where vehicle routes overlap. This is committed to in the updated Framework CEMP. Further details will be set out within the Detailed CTMP(s) as secured by Requirement 14 of the Gate Burton draft DCO **[EN010131/APP-215/6.1]**. Refer also to Section 3 above whereby collaborative working between all four projects on the Grid Connection Corridor access locations has been undertaken to reduce cumulative environmental effects, reduce disruption to the road network and increase safety.

5.5. Ecology

- 5.5.1. Chapter 8: Ecology and Nature Conservation of the ES **[EN010131/APP-017/3.1]** states that where practicable, joint mitigation will be undertaken with Cottam and West Burton solar projects within the shared grid connection corridor. The detailed CEMP(s) will outline all ecological mitigation, which will likely include combined pre-construction surveys, protected species mitigation, translocation (if required), monitoring and post construction reinstatement plans. Joint ecological mitigation is secured in the CEMP by Requirement 14 of the Gate Burton draft DCO **[EN010131/APP-215/6.1]**.

6. Cumulative Impact Assessment Update

6.1. Updated Information

- 6.1.1. The Applicant relied upon the PEIRs for Cottam and West Burton when preparing the cumulative impact assessment for the Scheme presented in the ES. Now that the ESs are available for Cottam and West Burton, the Applicant has considered whether there have been any changes affecting the assumptions and conclusions made in its cumulative impact assessment.
- 6.1.2. No PEIR was available for the Tillbridge scheme when the Scheme's cumulative impact assessment was carried out and instead the Applicant relied on the Tillbridge Scoping Report. Since then, a PEIR for Tillbridge has been published. The Applicant has therefore also considered whether there have been any changes between Tillbridge's Scoping Report and PEIR which affect the assumptions and conclusions made in the cumulative impact assessment for the Scheme.
- 6.1.3. The recently published Cottam Solar Project ES, West Burton Solar Project ES and Tillbridge Solar Farm PEIR have been reviewed to identify whether the information contained would alter the cumulative assessment contained within the Gate Burton Energy Park ES. No changes to the conclusions in relation to likely significant cumulative effects were identified and no updates are required to the Gate Burton ES as a result.
- 6.1.4. The Cottam and West Burton projects will review the Gate Burton ES and equally consider whether there have been any changes affecting the assumptions and conclusions made in its cumulative impact assessment. Information on the outcome of this review will be reported in a revised version of this report. The Tillbridge team has not yet completed an ES, so will incorporate the information from the ESs for all three projects in the ES to be submitted with their application.
- 6.1.5. Given that construction traffic has proved a particular area of interest for local communities and local authorities, Appendix D provides a detailed assessment of the cumulative traffic impacts using the most up to date information from all four projects. This Technical Note also considers Glentworth Oil extraction site because it was excluded previously and construction traffic could follow similar routes to those for the Cottam and Tillbridge projects.

7. Summary of matters coordinated with other NSIPs

- 7.1.1. The Report sets out the ways in which the undertakers of the Gate Burton, Cottam, West Burton and Tillbridge schemes have worked collaboratively to minimise the cumulative impacts associated with the projects, maximise the benefits of the scheme and introduce consistency into applications and assessments. The Applicant is of the view that the joint working between the four parties is an example of best practice within the energy industry, showing what can be achieved when separate developers work together towards common goals.
- 7.1.2. As a result of the collaborative working, the Applicant and undertakers of the Cottam and West Burton schemes have developed a shared grid connection corridor and a variety of shared mitigation measures. There is agreement that Tillbridge will also be included within this shared grid connection corridor when the application is submitted and the shared corridor shown considers this. Mechanisms have been introduced to all submitted DCOs to enable each developer to develop the shared grid connection corridor on behalf of all parties. This will help reduce the impacts that would otherwise be associated with developers either affecting several different routes, or the same routes at different times. Similar mechanisms are proposed to be included in all draft DCOs when the application for Tillbridge is submitted.
- 7.1.3. A collaboration agreement has been reached between all four parties to govern joint working going forward and introduce further efficiencies to the process.
- 7.1.4. The teams have also worked together extensively to align survey methodologies for ESs, share survey work to minimise disturbance to landowners and sites and identify ways to reduce impacts. Work carried out by all parties to minimise individual and cumulative impacts has meant few cumulative impacts are reported over the four projects. This collaborative working is continuing after submission of applications, with the most recent focus being on minimising the impact of the accesses within the shared grid connection corridor. This work is likely to further reduce impacts.
- 7.1.5. The Applicant has considered the now published ESs for Cottam and West Burton and the PEIR for Tillbridge and does not consider there to be any changes required to the assumptions it made when assessing the cumulative impacts of the Scheme in the ES.
- 7.1.6. A SoCG has been prepared between the four parties that does not currently identify any areas of disagreement. This has been provided at Deadline 1 [EN010131/APP/4.3K].

Appendices

Appendix A: Summary of Discussions between Undertakers

Note attendees from each project include the client and contractors working on their behalf.

Date	Attendees	Record of Engagement
Teams meeting 15/02/22	Gate Burton, Cottam and West Burton undertakers and their land reps.	Discussion on project status and landowner engagement for early non-intrusive surveys
Recurring Teams meetings 15/02/22 – 04/07/22	Gate Burton, Cottam and West Burton undertakers and their comms teams	Regular fortnightly/monthly meetings to align on non statutory and statutory communications
Recurring Teams meetings 17/02/22 – 07/11/22	Gate Burton, Cottam and West Burton undertakers and their environment teams	Heritage team discussions on approach to evaluation for all Schemes. Regular meeting scheduled during preparation of DCO submissions. Regular fortnightly/monthly discussions to align on heritage approach
In person meeting 22/02/22	Gate Burton, Cottam and West Burton undertakers	High level meeting to discuss Gate Burton, West Burton and Cottam projects
Recurring Teams meeting 10/03/22 – 14/07/22	Gate Burton, Cottam and West Burton undertakers planning and environment leads	Monthly meetings with the planning and environment leads for Gate Burton, West Burton and Cottam.
Teams meeting 17/03/22	Gate Burton, Cottam and West Burton undertakers and their land reps.	Discussion on survey access agreements with landowners and access logistics
Teams meeting 23/03/22	Gate Burton, Cottam and West Burton undertakers	Discussion on cable corridor width and next steps for survey work
Meeting 29/03/22	Gate Burton, Cottam and West Burton undertakers and their ecologists	Shared cable corridor: discussion on Phase 1 Habitat Surveys, potential of Terrestrial invertebrate/reptile surveys habitats and flora surveys and breeding bird surveys. Also discussed Great Crested Newt Pond buffers.
Meeting 05/04/22	Gate Burton, Cottam and West Burton planning and environment teams	Review of proposed layout of West Burton and Cottam Solar Farms and the likelihood of cumulative effects and how cumulative effects could be assessed effectively.
Meeting 12/04/22	Tillbridge, Cottam and West Burton	Introduction to the Tillbridge Solar scheme following internal kick-off meeting
Teams meeting 28/04/22	Gate Burton, Cottam and West Burton ecology teams	Discussion on the buffer zones for ecology surveys on shared grid connection corridor

In person meeting 05/05/22	Gate Burton, Cottam and West Burton undertakers and their comms teams	Discussion on approach to statutory consultation.
Meeting 24/05/22	Gate Burton, Cottam and West Burton undertakers and their ecologists	Discussion on minimising effects of the shared connection corridor regarding ecology.
Teams meeting 21/06/22	Gate Burton, Cottam and West Burton undertakers and planning teams	Discussion on grid connection corridor Heads of Terms
05/08/22	Tillbridge, Cottam, West Burton and Gate Burton client teams	Introduction to the Tillbridge Solar scheme following internal kick-off meeting
Teams meeting 01/09/22	Low Carbon (Gate Burton), Island Green Power and Lanpro (Cottam and West Burton)	Discussion on joined up approach to intrusive cable route surveys
Hybrid Meeting 13/09/22	Low Carbon and Pinsent Masons (Gate Burton), Island Green Power (Cottam and West Burton)	Workshop to discuss shared cable route corridor, protective provisions, various powers in overlapping area and continued cooperation ahead of finalising respective DCO applications. Hybrid meeting but held at Pinsent Masons London office
Teams 30/09/22	Gate Burton, Cottam, West Burton, Tillbridge planning teams and client; PINS, LCC, WLDC	Quadrupartite meeting with the four project developers and the PINS. Discussing interplay between the four projects.
Teams Meeting 10/10/22	Gate Burton, Cottam and West Burton Heritage Teams	Discussion on shared route within Grid Connection Corridor including results of evaluation and mitigation strategies
Teams Meeting 21/10/22	Gate Burton, Cottam and West Burton Heritage Teams	Discussion on shared route within Grid Connection Corridor including approach to mitigation strategies
Teams Meeting 07/11/22	Gate Burton, Cottam and West Burton Heritage Teams	Discussion on aligning mitigation strategies for all three schemes
Teams meeting 17/11/22	Tillbridge, Cottam and West Burton Solar	Status update on the Tillbridge Solar and Cottam schemes interaction
Teams Meeting 16/12/22	Gate Burton, Cottam and West Burton Heritage Teams	Finalising aligned mitigation strategies for all three schemes
In person meeting 03/01/23	Gate Burton, Cottam and West Burton undertakers and their lands teams	Joint in person meeting with cable route landowner

Teams Meeting 05/01/23	Gate Burton, Cottam and West Burton Heritage Teams	Reviewing finalised aligned mitigation strategies for all three schemes
Teams Meeting 30/01/2023	Tillbridge and Gate Burton Heritage Teams	Discussion on approach to evaluation
Recurring Teams meeting 22/02/23 - present	Gate Burton, Cottam and West Burton undertakers and their lands teams	Fortnightly meetings to discuss approach to the cable route, heads of terms negotiations with landowners and knowledge sharing
Teams meeting 27/03/2023	Tillbridge, Cottam and West Burton	Discussion about the potential for collaboration including survey data sharing
In person meeting 13/04/23	Gate Burton, Cottam and West Burton undertakers and their lands teams	Joint in person meeting with cable route landowner
Joint Site Walkover 26/04/23	Gate Burton and Tillbridge landscape teams	Walkover of grid connection corridors and overall review of landscape and visual interrelations between Gate Burton and Tillbridge projects.
Teams meeting 26/05/23	Tillbridge, Cottam, West Burton and Gate Burton technical teams	Technical discussion about cable corridor interaction with other projects
Teams meeting 31/05/23	Tillbridge, Cottam, West Burton and Gate Burton	Meeting concerning co-ordination of solar DCO cable route corridors
Teams meetings 02/06/23, 09/06/23, 14/06/23, 20/06/23, 30/06/23	Gate Burton, Cottam, West Burton and Tillbridge teams	Discussion on sharing information around grid connection options to the south of Marton. Discussion on joint meeting with the Canal and Rivers Trust
Teams Meeting 30/06/23	Gate Burton, West Burton, Cottam and Tillbridge Highways Engineering Teams	Discussion about access differences and commonality for accesses in the shared the grid connection corridor.

Appendix B: Plans Showing Access Locations for the Four Projects

Please refer to the standalone Appendix B document [EN010131/8.2].

Appendix C: Cooperation Agreement

DATED 5th July **2023**

- (1) GATE BURTON ENERGY PARK LIMITED**
- (2) COTTAM SOLAR PROJECT LIMITED**
- (3) WEST BURTON SOLAR PROJECT LIMITED**
- (4) TILLBRIDGE SOLAR LIMITED**

COOPERATION AGREEMENT

**relating to the proposed Gate Burton Energy Park,
Cottam Solar Project, West Burton Solar Project and
Tillbridge Solar Project**

THIS AGREEMENT is made on the 5th day of July

2023

AMONGST:

- (1) **GATE BURTON ENERGY PARK LIMITED ("Gate Burton")**, a company incorporated in England and Wales with registered number 12660764 whose registered office is at Stirling Square, 5-7 Carlton Gardens, London, United Kingdom, SW1Y 5AD; AND
- (2) **COTTAM SOLAR PROJECT LIMITED ("Cottam")**, a company incorporated in England and Wales with registered number 12711231 whose registered office is at Unit 25.7 Coda Studios 189 Munster Road, London, England, SW6 6AW; AND
- (3) **WEST BURTON SOLAR PROJECT LIMITED ("West Burton")**, a company incorporated in England and Wales with registered number 13049324 whose registered office is at Unit 25.7 Coda Studios 189 Munster Road, London, England, SW6 6AW; AND
- (4) **TILLBRIDGE SOLAR LIMITED ("Tillbridge")**, a company incorporated in England and Wales with registered number 12887594 whose registered office is at 111 Park Street, Mayfair, London, United Kingdom, W1K 7JF,

each a "**Party**" and together the "**Parties**".

BACKGROUND:

- (A) Cottam submitted a DCO application on 12 January 2023, which was accepted for Examination on 9 February 2023.
- (B) Gate Burton submitted a DCO application on 27 January 2023, which was accepted for Examination on 22 February 2023. The examination of the DCO application begins on 4 July 2023.
- (C) West Burton submitted a DCO application on 21 March 2023, which was accepted for Examination on 18 April 2023.
- (D) Tillbridge commenced statutory consultation on 30 May 2023 and is expected to submit a DCO application in Q4 2023. After receipt of the DCO application, there will be 28 days for the Planning Inspectorate to review the DCO application and decide whether or not to accept it for Examination.
- (E) Each of the above DCO applications relate to solar projects within the administrative areas of Bassetlaw District Council and West Lindsey District Council, and at county level within Nottinghamshire County Council and Lincolnshire County Council.
- (F) Each Party wishes to register or has registered as an interested party for the Projects for which it is not the Applicant, as each Party may wish to participate in the Examinations given the Projects' close proximity, the commonality of certain stakeholders and the potential for similar or cumulative environmental effects and coordination of mitigation measures.
- (G) The Parties wish to enter this agreement to ensure various obligations on each Party in relation to their cooperation throughout the Examination of each DCO application and until those DCO applications are Finally Determined, under the terms and conditions of this Agreement.
- (H) The Parties wish to put in place a further cooperation agreement to govern the phases of the Projects after the DCO applications are Finally Determined.

IT IS AGREED:

1. **DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement, unless the context requires otherwise, the following words and phrases have the meanings set opposite them:

“Act”	means the Planning Act 2008;
“Agreement”	means this agreement including its schedules (if any);
“Applicant”	means the Party named as the applicant in respect of the DCO applications;
“Commencement Date”	means the date of this Agreement;
“Competent Authority”	any governmental, administrative or regulatory body, authority, agency or instrumentality or any other body exercising public functions which has jurisdiction in respect of the Parties, this Agreement, or the Projects;
“Cottam Solar Project”	means the solar scheme for which Cottam Solar Project Limited is seeking consent through its DCO application dated 12 January 2023 (PINS ref EN010133);
“DCO”	means development consent order;
“DCO application”	means an application for development consent brought under the Act, that is submitted to the Planning Inspectorate and decided by the Secretary of State;
“Examination(s)”	means the examination of the DCO applications by an Examining Authority under the Act;
“Examining Authority”	means the examining authority appointed under the Act by the Secretary of State;
“Finally Determined”	means, for each Project, the date on which the DCO application for that Project is granted and the statutory legal challenge period has expired or the date on which the DCO application is refused (as the case may be) and “Final Determination” shall be construed accordingly;
“Further Cooperation Agreement”	means an agreement between the Parties in order to manage the interaction of the Projects during the discharge of Requirements, and the respective construction and operational phases of each Project which will include, but not be limited to, the matters outlined in Appendix 1
“Gate Burton Solar Project”	means the solar scheme for which Gate Burton Energy Park Limited is seeking consent through its DCO application dated 27 January 2023 (PINS ref EN010131);
“Projects”	means collectively Gate Burton Solar Project, Cottam Solar Project, West Burton Solar Project and Tillbridge Solar Project " Project " shall mean one of them;
"Reasonable and Prudent Developer(s)"	means a person seeking in good faith to perform its contractual obligations and, in so doing and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced developer engaged in the same type of undertaking under the same or similar circumstances and complying with applicable law; and the expression standard of a Reasonable and Prudent Developer shall be construed accordingly;
“Requirements”	means the requirements included in the DCO made by the Secretary of State pursuant to the DCO applications;
“Secretary of State”	means the Secretary of State for Energy Security and Net Zero;

"Termination Date"	means the date all DCO applications for the Projects are Finally Determined;
"Tillbridge Solar Project"	means the solar scheme for which Tillbridge Solar Limited is seeking consent through its DCO application that is expected to be made in Q4 2023 (PINS ref EN010142);
"West Burton Solar Project"	means the solar scheme for which West Burton Solar Project Limited is seeking consent through its DCO application dated 21 March 2023 (PINS ref EN010132); and
"Working Day"	means a day, other than a Saturday or Sunday, on which banks are open for normal business in England.

1.2 In this Agreement:

- 1.2.1 any reference to this Agreement or to any other document will include its Schedules, appendices and annexes (if any) and any permitted variation or amendment to this Agreement;
- 1.2.2 any reference to a Clause or Schedule is, except where expressly stated to the contrary, reference to the relevant Clause of or Schedule to this Agreement;
- 1.2.3 the background section and any Clause, Schedule or other headings and the use of bold type in this Agreement are included for ease of reference only and will not affect the construction or interpretation of any provision of this Agreement;
- 1.2.4 any reference to any statute, statutory instrument, order, regulation or other similar instrument will be construed as including references to any statutory modification, consideration or re-enactment of that provision (whether before, on or after the date of this Agreement) for the time being in force, including all instruments, orders or regulations then in force and made under or deriving validity from that legislation;
- 1.2.5 the words 'include', 'including', 'in particular' or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms;
- 1.2.6 the use of the singular includes the plural and vice versa and words denoting any gender will include a reference to each other gender;
- 1.2.7 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;
- 1.2.8 a reference to a 'Party' includes that Party's personal representatives and successors;
- 1.2.9 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives and successors; and
- 1.2.10 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established.

2. **COMMENCEMENT AND DURATION OF ENGAGEMENT**

The terms of this Agreement, including the obligations contained within, shall take effect on the Commencement Date and shall continue until the Termination Date.

3. **FEES**

Each Party will pay its own legal costs incurred in connection with entering into this Agreement and will also bear its own costs of any variations or amendments proposed to this Agreement.

4. **COOPERATION AS REASONABLE DEVELOPERS**

4.1 The Parties shall cooperate with each other and act reasonably and in good faith:

4.1.1 throughout their participation in the Examinations and until Final Determination of the DCO applications for each of the Projects;

4.1.2 to mitigate adverse impacts on persons with an interest in the land affected by each of the Projects; and

4.1.3 to agree and enter into the Further Cooperation Agreement as soon as reasonably practicable and in any event before the date on which the first of the DCO applications to be determined is made by the Secretary of State.

4.2 Each Party shall exercise any rights and discharge any obligations under this Agreement in accordance with the standards of a Reasonable and Prudent Developer.

5. **MAKING OF REPRESENTATIONS**

5.1 Subject to Clauses 5.1.1 and 5.2, any Party ("the submitting party") may submit a written representation (including but not limited to response(s) to question(s) from an Examining Authority or the Secretary of State) into the Examination and/or Final Determination of a DCO application being promoted by another Party ("the promoting party") provided:

5.1.1 the submitting party will provide the promoting party with a draft of the written representation as soon as reasonably practicable and (unless otherwise agreed) at least 2 Working Days before the representation is submitted; and

5.1.2 the submitting party and the receiving party shall use reasonable endeavours to agree the written representation prior to its submission, failing which the submitting party must have reasonable regard to any reasonable comments made by the promoting party.

5.2 Each Party agrees that it shall not lodge any objection or make any adverse representation (whether given in writing or orally) in respect of the DCO applications for which it is not the Applicant. For the avoidance of doubt, any submission by a Party in support of its approach to environmental assessment or negotiations with third parties shall not constitute an adverse representation for the purposes of this paragraph, save that at all times each Party must act in good faith in accordance with their obligations in this Agreement.

5.3 If at any time the Applicant for a DCO application requires a joint position statement on particular matters arising throughout the Examination or Final Determination of its DCO application, the Parties shall discuss and use reasonable endeavours to agree a joint position statement on those matters. A signed copy of any agreed joint position statement may then be submitted to each of the Examining Authorities or Secretary of State for any or all of the DCO applications as applicable.

5.4 For the avoidance of any doubt, Gate Burton, Cottam and West Burton acknowledge and agree that the protective provisions for the protection of Gate Burton, Cottam and West Burton (as the case may be), as contained in the draft development consent orders submitted with the DCO applications for those Projects, are appropriate and that those Parties will continue to advocate for their inclusion within each development consent order as necessary.

5.5 Gate Burton, Cottam, West Burton and Tillbridge intend to agree protective provisions:

5.5.1 for the benefit of Tillbridge to be included in the Gate Burton, Cottam and West Burton DCO applications (as relevant); and

5.5.2 for the benefit of Gate Burton, Cottam and West Burton to be included in the Tillbridge DCO application,

in each case in substantially the same terms and no more onerous for the Parties as those agreed pursuant to clause 5.4, and once submitted into the respective Examinations, the Parties will advocate for their inclusion within each DCO as necessary to achieve the same level of protection for each of the Projects.

6. SHARING OF INFORMATION

6.1 The terms of the Agreement are confidential to the Parties and except as indicated below they shall not make or allow or authorise anyone else to make any announcement or otherwise to publicise or disclose to any third party the existence of this Agreement or the whole or any part of its terms without the prior consent of the other Parties except:

6.1.1 any of the Parties may make disclosure to the extent it is required to do so under the rules of any recognised Stock Exchange on which shares of that Party or any parent company are quoted; or

6.1.2 any of the Parties may make disclosure where required under any duty imposed on that Party by law;

6.1.3 any of the Parties may make disclosure as to the existence of this Agreement or its content if required in connection with any process or application for statutory permissions, consents and authorisations for projects **provided that** this sub-clause 6.1.3 shall not apply to any content that is commercially sensitive;

6.1.4 any of the Parties may make disclosure:-

(a) to another company from the same corporate group;

(b) to a prospective purchaser of some or part of the issued share capital in the Parties;

(c) to any prospective lenders to the Projects;

6.1.5 any of the Parties may make disclosure to the extent it is required to do so in order to comply with any information requests made under the Environmental Information Regulations 2004.

6.2 The Parties agree to preserve the commercial confidentiality of any information shared and not to publish or to make any disclosure or supply any information or photographs or other material to any third party relating to the Projects (other than to the extent required by law) without the disclosing Party's prior approval (which approval will not unreasonably be withheld or delayed).

7. HEARINGS

7.1 The Parties agree that they will not participate in any of the Examination hearings carried out in relation to any of the Projects, save to the extent that:

7.1.1 they are the Applicant for the Project to which the hearing(s) relate;

7.1.2 the Applicant or the Examining Authority requests that they attend and/or participate in the hearing(s) for those Projects to which they are not the Applicant; and/or

7.1.3 the subject matter of the hearing(s) includes cumulative assessment of the Projects.

7.2 The Parties agree that unless any of the circumstances at 7.1.1 to 7.1.3 apply, then any involvement in Examination hearings will be limited to a watching brief only.

8. **ENTIRE AGREEMENT**

This Agreement constitutes the entire and only legally binding agreement between the Parties and supersedes any previous understandings, arrangements, representations, negotiations or agreements between the Parties and no Party has made any statement, representation or warranty concerning the subject matter of this Agreement and no Party has any liability arising from reliance on any information supplied by one Party to another except where it is contained in this Agreement, provided that nothing in this Clause 8 will have effect to exclude the liability of any Party for fraud or fraudulent misrepresentation.

9. **FURTHER ASSURANCE**

Each Party shall at the request of another, and at the cost of the requesting Party, use reasonable endeavours to do all acts and execute all documents which are necessary to give full effect to this Agreement.

10. **VARIATION**

No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and is duly signed or executed by, or on behalf of, each Party.

11. **NO PARTNERSHIP OR AGENCY**

Nothing in this Agreement constitutes, or shall be deemed to constitute, a partnership between the Parties, nor make any Party the agent of another Party.

12. **REMEDIES AND WAIVER**

Any remedy or right conferred upon the Parties for breach of this Agreement will be in addition to and without prejudice to all other rights and remedies available to the Parties. No failure or delay by the Parties in exercising any remedy, right, power or privilege under or in relation to this Agreement will operate as a waiver of that or any other right, power, remedy or privilege of Gate Burton, Cottam West Burton or Tillbridge (as relevant), nor will any single or partial exercise of any right, power, remedy or privilege preclude any other or further exercise of that or any other right, power, remedy or privilege.

13. **SEVERANCE**

If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

14. **THIRD PARTY RIGHTS**

14.1 The Contracts (Rights of Third Parties) Act 1999 will not apply to this Agreement. For the avoidance of doubt the terms of this Agreement may be varied, amended or modified (whether in whole or in part) or this Agreement may be suspended, cancelled or terminated by agreement in writing between the Parties or this Agreement may be rescinded in each case without the consent of any Third Party.

14.2 For the purposes of this Clause a “**Third Party**” means any person who is not a Party to this Agreement.

15. **GOVERNING LAW**

This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England.

16. **DISPUTE RESOLUTION**

16.1 Subject to Clause 16.4, in the event that any disagreement or difference of opinion between the Parties arises out of this Agreement (the “**Dispute**”), the appropriate representatives of senior management of the Parties (the “**Representatives**”) will meet to attempt to resolve the Dispute.

16.2 Should the Representatives not meet within ten (10) Working Days of the date on which any Party convenes a meeting to resolve the Dispute, or if the Dispute is not resolved within a reasonable time of first meeting, then the Parties:

16.2.1 will consider whether the Dispute is appropriate for determination by an expert (for the purposes of this provision the Parties should in particular consider whether matters technical or financial should be determined by an expert); and

16.2.2 the Dispute will, if agreed by all Parties, be determined by an independent expert nominated jointly. The expert so nominated will act as an expert and not as an arbitrator and his decision will be final and binding on the Parties (except in the event of manifest error) and his fees will be borne and paid by the Parties in such proportions as the expert determines and if no such determination is made such fees will be borne and paid equally between the Parties.

16.3 If the Parties:

16.3.1 have not resolved the Dispute pursuant to the dispute resolution procedure set out in Clause 16.1; or

16.3.2 do not agree that the Dispute should be determined by an independent expert nominated jointly or otherwise as nominated in accordance with Clause 16.2.2,

then the courts of England and Wales shall have jurisdiction to hear any determine any suit, action or proceedings which may arise out of or in connection with this Agreement (the “**Proceedings**”) and, for such purposes, irrevocably submits to the jurisdiction of such courts. Each Party irrevocably waives any objection which it might now or after the date of this Agreement have to the courts of England and Wales being nominated as the forum to hear and determine any Proceedings and to settle any Dispute, and agrees not to claim that any such court is not a convenient or appropriate forum.

16.4 Nothing in this Clause precludes legal proceedings by any Party in the courts of England and Wales at any time:

16.4.1 for an order (whether interim or final) to restrain any other Party from doing any act or compelling any other Party to do any act; or

16.4.2 the purpose of which is to prevent a claim from becoming time-barred under any statute of limitations.

17. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts but will not be effective until each Party has signed at least one counterpart. Each of such counterparts (when so executed) will constitute an original of this Agreement and all of which will together constitute one and the same document.

18. **ASSIGNMENT**

No Party may assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the consent

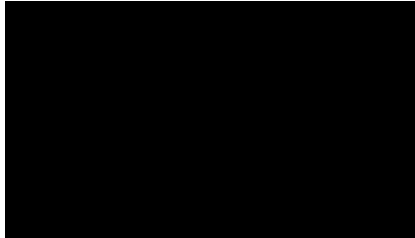
of all the other Parties acting reasonably and for the avoidance of doubt the obligations of this Agreement shall bind the Parties' respective successors in title.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed by
GATE BURTON ENERGY PARK LIMITED
acting by two directors

Michael Rutgers
.....
Full Name (Director)

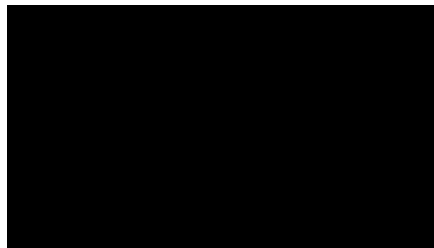
James Hartley-Bond
.....
Full Name (Director)



Executed by
COTTAM SOLAR PROJECT LIMITED acting
by two directors

Ian Lawrie
.....
Full Name (Director)

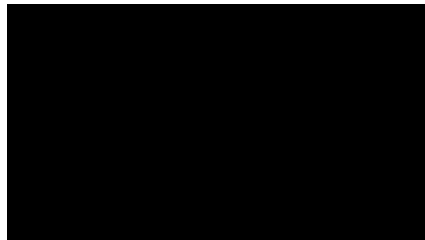
Colm Killeen
.....
Full Name (Director)



Executed by
WEST BURTON SOLAR PROJECT LIMITED
acting by two directors

Ian Lawrie
.....
Full Name (Director)

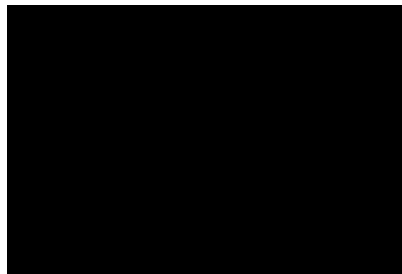
Colm Killeen
.....
Full Name (Director)



Executed by
TILLBRIDGE SOLAR LIMITED acting by two
directors

Marcus Luke Murray
.....
Full Name (Director)

ENDRI TRIKSHIQI
.....
Full Name (Director)



APPENDIX 1

FURTHER COOPERATION AGREEMENT

The Further Cooperation Agreement will cover, but not be limited to, the following areas:

General

General obligations for the Parties to cooperate with the other, acting reasonably and in good faith in the performance of their obligations and the exercise of their respective rights.

An obligation for each Party to act as Reasonable and Prudent Developer.

Agreement in respect of information sharing regarding matters such as traffic movements, construction methodology and mitigation measures.

Agreement from each Party not to develop their Project in such a way as to cause a material adverse impact to another Project.

Agreement for each Party to provide their consent or approval to any request by a Party in connection with the development of that Party's Project so long as it doesn't cause a material adverse impact on the Project of the Party whose consent or approval is sought.

Project Interfaces and Land

Agreement on how to reconcile any interfaces between the Projects in respect of the interaction of cable routes and developable areas.

Agreement to pursue routes which would minimise the impact on another Project.

Agreement in respect of interaction with landowners and statutory undertakers.

Obligations outlining how land interests and compulsory acquisition powers are to be handled. Agreement not to exercise statutory powers in respect of acquisition of land, temporary possession etc. without the consent of the other relevant Party as appropriate.

Agreement in respect of stakeholder and community engagement and how this will be coordinated.

Works and design

Provisions outlining how the Parties will interact and agree detailed design including proposed alignments.

Obligations on the Party which develops first to do so in a certain manner having regard to the needs of the other Parties.

Minimum requirements for the design and methodology at the interface locations.

Collaboration and approval process for the design at certain interface locations.

Agreement in respect of joint procurement (if pursued) and how the selection of a contractor would be determined and on what terms. Agreement in respect of how each Party would engage with such contractors including management of the relationship, recovery of losses for defective work, agreement on technical specifications and design, construction methodology etc.

Agreement on the position if joint procurement is not pursued and how the Parties will collaborate to ensure they minimise interference or causing of delays to the other Projects and landowners and minimise the impact on the environment.

Provision for how disputes will be settled if agreement cannot be reached on the design and methodology.

Construction commencement

Commitment to an ongoing information undertaking whereby each Party updates the others on a regular basis (at least quarterly) from the date of the Further Cooperation Agreement of its intended construction start date and timetable

Agreement in respect of the approach to installation of the Projects in the locations of interfaces with any additional elements which go beyond the terms of the Protective Provisions as required. Terms to include:

- Agreement in respect of the need to obtain approval of the other Parties before commencing works;
- How to decide which Project develops first in the event that Projects wish to develop at or around the same time;
- Protocol for how certain works could be undertaken simultaneously and if more than one Project commences construction at the same time, how access is to be shared and managed including priority access;
- Provision in respect of how reasonable costs for additional works to accommodate another Project or for delay are to be agreed
- How the Parties will work together in order to discharge any relevant DCO requirements in a consistent manner.

Maintenance

Agreement in respect of access arrangements required during the operation and maintenance period of each Project.

Agreement in respect of how works are conducted in order to aide maintenance activities e.g laying cables in ducts connected by 'joint bays' over distances which mean that faulty sections of cable can be pulled out with replacement cable pulled through quickly, shortening the outage time.

Dispute resolution

Provision for an appropriate dispute resolution mechanism to cover any disputes arising under the Further Cooperation Agreement

Liability and compensation

Provision in respect of liability for breach of obligations under the Further Cooperation Agreement, e.g. re causing delays, failure to notify etc.

Liability to be apportioned for damage caused to works or cables as a result of the works and any future repair works Liability regime to include a cap.

Liability to be apportioned for loss caused by material delay to one Party's construction programme as a result of an act or omission (including a failure to take a decision where it is required by the terms of the agreement to do so) of another Party.

Appendix D: Cumulative Impacts on Traffic Technical Note

July 2023

Your Reference
Gate Burton Energy Park**Our Reference**
EN010131

DCO Examination Review – Transport and Access Cumulative Effects

This Technical Note (TN) has been prepared to review the potential cumulative effects on Transport and Access that may arise from the Gate Burton Energy Park, in combination with the following schemes:

- West Burton Solar Project (Ref: EN010132)
- Cottam Solar Project (Ref: EN010133)
- Tillbridge Solar (Ref: EN010142)
- Glentworth Oil Extraction Site (Ref: PL/0135/22).

This TN constitutes a consideration of cumulative impacts at the time of writing.

The review has been informed by Chapter 13: Transport and Access of the Environmental Statement (ES) which informed the Gate Burton Energy Park DCO Submission (Ref: EN010131) in January 2023, including the transport study area shown on Figure 13-1.

The Gate Burton Energy Park ES included a review of the Preliminary Environmental Impact Reports (PEIR) prepared by Island Green Power (IGP) for the West Burton Solar Project and the Cottam Solar Project. These PEIR (both dated June 2022) represented the most up to date information at the time of the Gate Burton Energy Park DCO Submission in January 2023. The ES have since become available for these two projects (dated January 2023 for Cottam Solar Project and March 2023 for West Burton Solar Project) and have therefore been reviewed as part of this TN.

The Gate Burton Energy Park ES also included a high-level review of Tillbridge Solar based on the information presented within the Tillbridge Solar EIA Scoping Report (submitted in October 2022). The Tillbridge Solar PEIR (dated April 2023) has since become available which has therefore been reviewed as part of this TN.

The Glentworth Oil Extraction Site was excluded from the cumulative assessment carried out within the Gate Burton Energy Park ES as this fell outside of the 5km catchment area. This additional cumulative scheme has however now been reviewed within this TN for completeness, given that construction vehicle trips associated with this scheme are expected to share similar parts of the highway network to Cottam Solar Project and Tillbridge Solar.

The Gate Burton Energy Park ES concluded the following in terms of the cumulative assessment within Chapter 13: Transport and Access:

“Based on the above, no projects identified in ES Volume 3: Appendix 5-A [EN010131/APP/3.3] are considered (in combination) to impact any of the receptors identified in this assessment and considered in Section 13.10. Any overlaps between the construction vehicle trips associated with the Scheme and West Burton Solar Project, Cottam Solar Project and Tillbridge Solar are likely to be primarily confined to wider strategic routes.

The potential sharing of the Grid Connection Corridor between the Scheme and the Cottam and West Burton solar projects would be expected to reduce potential cumulative effects as this would consolidate and reduce trips across the network compared to a situation where separate Grid Connection Corridors were taken forward. Alternatively, the sequential installation of ducts and cables would reduce any temporal overlap between the

Scheme and the Cottam and West Burton projects. In terms of the other schemes which have been reviewed, these are also not likely to contribute to the effects on transport and access receptors identified in this chapter and therefore the effects are not significant.”

This TN considers whether there is any potential change in the above findings based on the latest information available for the West Burton Solar Project, Cottam Solar Project and Tillbridge Solar as presented within each respective ES or PEIR, as well as in consideration of the Glentworth Oil Extraction Site. A plan showing the study areas and construction vehicle routes for Gate Burton Energy Park, West Burton Solar Project, Cottam Solar Project and Tillbridge Solar is shown in **Figure 2.1**.

1.1 West Burton Solar Project

The Transport and Access chapter of the West Burton Solar Project ES (Chapter 14) was prepared by Transport Planning Associates (TPA) in March 2023. The West Burton Solar Project transport study area is shown on Figure 14.1, which includes the A1500, the A15, the B1241 Mill Lane/ Sturton Road and the A57 Saxilby Road. The A1500 forms the only link which passes through both transport study areas for the Gate Burton Energy Park and West Burton Solar Project, with construction vehicle trips expected on this part of the network as a result of both schemes. The A1500 has therefore been reviewed further below to confirm whether the conclusions as reported within Chapter 13: Transport and Access of the Gate Burton Energy Park ES remain valid.

No cumulative effects are expected across the remainder of the highway network within the Gate Burton Energy Park study area as a result of the West Burton Solar Project. However, the A15 has also been reviewed for completeness, given that this falls within the transport study area for the West Burton Solar Project and additional construction vehicle trips are expected on this part of the network as a result of both schemes. The A1500 and A15 have both been assigned a low level of sensitivity within the West Burton Solar Project ES.

In terms of the A1500 and the A15, the following is identified within Chapter 14: Transport and Access of the West Burton Solar Project ES:

- Table 14.15 identifies that an additional 266 daily two-way traffic movements are forecast on the A1500 Till Bridge Lane and the A15 during the peak construction phase of the West Burton Solar Project, including 33 two-way HGVs;
- Table 14.18 identifies that this equates to a 5% increase in total traffic flows and a 4% increase in HGVs on the A1500 Till Bridge Lane in comparison to future baseline (2025) traffic flows;
- Table 14.18 identifies that this equates to a 2% increase in total traffic flows and a 1% increase in HGVs on the A15 in comparison to future baseline (2025) traffic flows; and
- Table 14.18 identifies that given the above percentages (below the 30% impact threshold as defined by Rule 1 of the IEMA Guidelines) and due to the 'low' sensitivity of the A1500 Till Bridge Lane and A15, that these parts of the network do not warrant further assessment.

The subsequent review of cumulative schemes within Chapter 14: Transport and Access of the West Burton Solar Project ES includes numerous developments (including the Cottam Solar Project and Gate Burton Energy Park) which may potentially have a transport and access effect on the study area. The following findings and conclusions are made within the West Burton Solar Project ES with regard to potential cumulative effects of other schemes on the A1500 and A15:

- Table 14.25 identifies that during the peak phase of construction the Gate Burton Energy Park would result in an additional 124 two-way daily traffic movements on the A1500 Till Bridge Lane and the A15, with no additional traffic movements across the remainder of the West Burton Project study area. These traffic figures are consistent with the traffic flow diagrams which informed Appendix 13-D: Transport Assessment of the Gate Burton Energy Park ES;
- Paragraph 14.9.7 states that “sections of the Grid Connection Route for the Scheme will be shared with Gate Burton and Cottam Solar Project, although the residual effects will not change as a result of this”; and
- Paragraph 14.9.9 concludes “The cumulative effects will not change compared to the residual effects, that are set out in Table 14.25”.

In view of the above, the Gate Burton Energy Park and West Burton Solar Project are not likely to contribute to cumulative effects on transport and access receptors based on the study areas reviewed in both ES chapters.

The cumulative peak daily construction traffic flows on the A1500 and A15, as a result of both schemes, based on the information contained within Chapter 14: Transport and Access of the West Burton Solar Project ES, are summarised in **Table 1** below.

Table 1 Gate Burton Energy Park and West Burton Solar Park Cumulative Peak Daily Construction Traffic Flows (Two-Way)

Network	Future Baseline (Table 14.26)	Gate Burton* (Table 14.25)	West Burton (Table 14.15)	Cumulative Total	Future Base + Cumulative	Cumulative Increase (%)
A1500	4,772	+124	+266	+390	5,162	+8.2%
A15	13,364	+124	+266	+390	13,754	+2.9%

*these figures are consistent with the Gate Burton Energy Park ES (Figures 29 and 30 of Annex A of Appendix 13-D: Transport Assessment)

The results in **Table 1** show that the cumulative traffic flows fall well below the 30% impact threshold defined by Rule 1 of the IEMA Guidelines for non-sensitive receptors. Therefore, the cumulative effects are considered to be not significant and the findings of Chapter 13: Transport and Access of the Gate Burton Energy Park ES with respect to the West Burton Solar Project are considered to remain unchanged.

1.2 Cottam Solar Project

The Transport and Access chapter of the Cottam Solar Project ES (Chapter 14) was prepared by TPA in January 2023. The Cottam Solar Project transport study area is shown in Figure 14.1, which includes the A1500, A15, A631, B1205 Kirton Road and Stow Lane. The A1500 forms the only link which passes through both transport study areas for the Gate Burton Energy Park and Cottam Solar Project, with construction vehicle trips expected on this part of the network as a result of both schemes. The A1500 has therefore been reviewed further below to confirm whether the conclusions as reported within Chapter 13: Transport and Access of the Gate Burton Energy Park ES remain valid.

No cumulative effects are expected across the remainder of the highway network within the Gate Burton Energy Park study area as a result of the Cottam Solar Project. However, the A15 and A631 have also been reviewed for completeness, given that these fall within the transport study area for the Cottam Solar Project and additional construction vehicle trips are expected on these parts of the network as a result of both schemes. The A1500, A15 and A631 have all been assigned a low level of sensitivity within the Cottam Solar Project ES.

In terms of the A1500, A15 and A631, the following is identified within Chapter 14: Transport and Access of the Cottam Solar Project ES:

- Table 14.16 identifies that an additional 96 daily two-way traffic movements are forecast on the A1500 Till Bridge Lane during the peak construction phase of the Cottam Solar Project, including 15 two-way HGVs. This equates to a 2% increase in total traffic flows and a 2% increase in HGVs on the A1500 Till Bridge Lane in comparison to future baseline (2025) traffic flows (as set out in Table 14.19);
- Table 14.16 identifies that an additional 581 daily two-way traffic movements are forecast on the A15 during the peak construction phase of the Cottam Solar Project, including 115 two-way HGVs. This equates to a 4% increase in total traffic flows and a 5% increase in HGVs on the A15 in comparison to future baseline (2025) traffic flows (as set out in Table 14.19);
- Table 14.16 identifies that an additional 67 daily two-way traffic movements are forecast on the A631 during the peak construction phase of the Cottam Solar Project, including 15 two-way HGVs. This equates to a 1% increase in total traffic flows and a 2% increase in HGVs on the A631 in comparison to future baseline (2025) traffic flows (as set out in Table 14.19); and
- Table 14.19 identifies that given the above percentages (below the 30% impact threshold as defined by Rule 1 of the IEMA Guidelines) and due to the 'low' sensitivity of the A1500 Till Bridge Lane, A15 and the A631, that these parts of the network do not warrant further assessment.

The subsequent review of cumulative schemes within Chapter 14: Transport and Access of the Cottam Solar Project ES includes numerous developments (including the West Burton Solar Project and Gate Burton Energy Park) which may potentially have a transport and access effect on the study area. The following findings and

conclusions are made within the Cottam Solar Project ES with regard to potential cumulative effects on the A1500, A15 and A631:

- Table 14.26 identifies that during the peak phase of construction the Gate Burton Energy Park would result in an additional 118 two-way daily traffic movements on the A1500 Till Bridge Lane, an additional 182 two-way daily traffic movements on the A15 and an additional 90 daily two-way daily traffic movements on the A631, with no additional traffic movements across the remainder of the Cottam Solar Project study area. These traffic figures were based on the Gate Burton Energy Park PEIR and have been superseded by the traffic flow diagrams which informed the Gate Burton Energy Park ES (Appendix 13-D: Transport Assessment). The updated values have therefore been adopted further below in **Table 2** based on the Gate Burton Energy Park ES;
- Paragraph 14.9.5 states that “sections of the Grid Connection Route for the Scheme will be shared with Gate Burton and West Burton, although the residual effects will not change as a result of this”; and
- Paragraph 14.9.6 concludes “The cumulative effects will not change compared to the residual effects, that are set out in Table 14.25”.

In view of the above, the Gate Burton Energy Park and Cottam Solar Project are not likely to contribute to cumulative effects on transport and access receptors based on the study areas reviewed in both ES chapters. The cumulative peak daily construction traffic flows on the A1500, A15 and A631 as a result of both schemes based on the information contained within Chapter 14: Transport and Access of the Cottam Solar Project ES are summarised in **Table 2** below.

Table 2 Gate Burton Energy Park and Cottam Solar Park Cumulative Peak Daily Construction Traffic Flows (Two-Way)

Network	Future Baseline (Table 14.27)	Gate Burton*	Cottam (Table 14.16)	Cumulative Total	Future Base + Cumulative	Cumulative Increase (%)
A1500	4,772	+124	+96	+220	4,992	+4.6%
A15	13,364	+124	+581	+705	14,069	+5.3%
A631	6,660	+78	+67	+145	6,805	+2.2%

*taken from the Gate Burton Energy Park ES (Figures 29 and 30 of Annex A of Appendix 13-D: Transport Assessment)

The results in **Table 2** show that the cumulative traffic flows fall well below the 30% impact threshold defined by Rule 1 of the IEMA Guidelines for non-sensitive receptors. Therefore, the cumulative effects are considered to be not significant and the findings of Chapter 13: Transport and Access of the Gate Burton Energy Park ES with respect to the Cottam Solar Project are considered to remain unchanged.

1.3 Tillbridge Solar

The Transport and Access chapter of the Tillbridge Solar PEIR (Chapter 15) was prepared by AECOM in April 2023. The Tillbridge Solar transport study area is shown on Figure 15.1, which includes the A1500, A15, A631, A156 and B1398 Middle Street. The A1500 and A156 form the only links which pass through both transport study areas for the Gate Burton Energy Park and Tillbridge Solar, with construction vehicle trips expected on these parts of the network as a result of both schemes. The A1500 and A156 have therefore been reviewed further below to confirm whether the conclusions as reported within Chapter 13: Transport and Access of the Gate Burton Energy Park ES remain valid.

No cumulative effects are expected across the remainder of the highway network within the Gate Burton Energy Park study area as a result of Tillbridge Solar. However, the A15 and A631 have also been reviewed for completeness, given that these fall within the transport study area for Tillbridge Solar and additional construction vehicle trips are expected on these parts of the network as a result of both schemes. The A1500, A156, A15 and A631 have all been assigned a low level of sensitivity within the Tillbridge Solar PEIR (this is consistent with the Gate Burton Energy Park ES for the A1500, although the A156 to the north of Kexby Lane was assigned a medium level of sensitivity).

In terms of the A1500, A156, A15 and A631, the following worst-case traffic figures are identified within Chapter 15: Transport and Access of the Tillbridge Solar PEIR:

- Table 15-13 identifies that an additional 16 daily two-way traffic movements are forecast on the A1500 Tillbridge Road during the peak construction phase of Tillbridge Solar due to construction staff (no HGVs are forecast on this part of the network). This equates to a less than 1% increase in total traffic flows on the A1500 Tillbridge Road in comparison to future baseline (2026) traffic flows;
- Table 15-13 identifies that an additional 51 daily two-way traffic movements are forecast on the A156 (south of Wapping Lane) during the peak construction phase of Tillbridge Solar due to construction staff (no HGVs are forecast on this part of the network). This equates to a 1% increase in total traffic flows on the A156 in comparison to future baseline (2026) traffic flows;
- Table 15-13 identifies that an additional 128 daily two-way traffic movements are forecast on the A15 (south of the A631) during the peak construction phase of Tillbridge Solar, including 120 two-way HGVs. This equates to a 1% increase in total traffic flows and a 4% increase in HGVs on the A15 in comparison to future baseline (2026) traffic flows;
- Table 15-13 identifies that an additional 553 daily two-way traffic movements are forecast on the A631 (west of B1398 Middle Street) during the peak construction phase of Tillbridge Solar, including 170 two-way HGVs. This equates to an 8% increase in total traffic flows and a 19% increase in HGVs on the A631 in comparison to future baseline (2026) traffic flows;
- Given the above percentages are below the 30% impact threshold as defined by Rule 1 of the IEMA Guidelines and due to the 'low' sensitivity of the A1500 Tillbridge Road, A156, A15 and the A631, the Tillbridge Solar PEIR does not identify any significant effects for these parts of the network.

The subsequent review of cumulative schemes within Chapter 17: Cumulative Effects of the Tillbridge Solar PEIR includes numerous developments (including the West Burton Solar Project, Cottam Solar Project and Gate Burton Energy Park) to determine whether these may potentially be considered to have a transport and access effect on the study area based on an initial review. It is stated in the PEIR that a full cumulative assessment utilising the ES chapters which are now available for the West Burton Solar Project, Cottam Solar Project and Gate Burton Energy Park will be conducted within the Tillbridge Solar ES.

Table 13-13 within Chapter 13: Transport and Access of the Gate Burton Energy Park ES identifies that the scheme would result in an additional 124 two-way daily traffic movements on the A1500 Till Bridge Lane and an additional 318 two-way daily traffic movements on the A156 (worst-case section to the north of the A1500) during the peak phase of construction. The information presented on Figures 29 and 30 of Annex A of Appendix 13-D: Transport Assessment of the Gate Burton Energy Park ES also suggest that the scheme could result in a maximum of 124 additional two-way daily traffic movements on the A15 (assuming that all trips on the A1500 to the west would use the A15) and a maximum of 78 additional two-way daily traffic movements on the A631 (to the east of both the A156 and Springthorpe Road, assuming all trips on the B1241 to the south would use the A631), with no additional traffic movements across the remainder of the Tillbridge Solar study area.

The cumulative peak daily construction traffic flows on the A1500, A156, A15 and A631, as a result of both schemes, based on the information contained within Chapter 15: Transport and Access of the Tillbridge Solar PEIR and Chapter 13: Transport and Access of the Gate Burton Energy Park ES are summarised in **Table 3** below. It should be noted that for consistency and robustness, the same (typically lower) future baseline traffic flows have been adopted for the A1500, A15 and A631 as previously presented in **Table 2**, to identify the greatest proportional increases as a result of the schemes. The future baseline traffic flow for the A156 has been taken from Table 15-11 of the Tillbridge Solar PEIR, which is lower (and therefore more robust in terms of identifying proportional changes) than the equivalent figure presented in Table 13-13 of the Gate Burton Solar Project ES.

Table 3 Gate Burton Energy Park and Tillbridge Solar Cumulative Peak Daily Construction Traffic Flows (Two-Way)

Network	Future Baseline	Gate Burton*	Tillbridge (Table 15-13)	Cumulative Total	Future Base + Cumulative	Cumulative Increase (%)
A1500	4,772	+124	+16	+140	4,912	+2.9%
A156	6,041	+318	+51	+369	6,410	+6.1%
A15	13,364	+124	+128	+252	13,616	+1.9%
A631	6,660	+78	+553	+631	7,291	+9.5%

*taken from the Gate Burton Energy Park ES (Table 13-13 and Figures 29 and 30 of Annex A of Appendix 13-D: Transport Assessment)

The results in **Table 3** show that the cumulative traffic flows fall well below the 30% impact threshold defined by Rule 1 of the IEMA Guidelines for non-sensitive receptors. Therefore, the Gate Burton Energy Park and Tillbridge Solar are not likely to contribute to cumulative effects on transport and access receptors based on the study areas reviewed in the respective ES and PEIR chapters. The findings of Chapter 13: Transport and Access of the Gate Burton Energy Park ES with respect to Tillbridge Solar are considered to remain unchanged.

1.4 Glentworth Oil Extraction Site

The Transport Statement (TS) which informed the planning application for the Glentworth Oil Extraction Site was prepared by BSP Consulting in November 2022. The proposed development is shown on Figure 2.2 of the TS which indicates that the site would be accessed via Northlands Road. The local highway network includes Northlands Road, Kexby Road, the B1398 (Middle Street) and the A631. The nearby strategic highway network includes the M180 to the north, the A46 to the south and the A15 to the east. There is considered to be no overlap between the transport study areas for the Gate Burton Energy Park and the Glentworth Oil Extraction Site which is situated circa. 5km to the east of the Gate Burton Energy Park. Therefore, no cumulative effects are expected across the highway network within the Gate Burton Energy Park study area as a result of the Glentworth Oil Extraction Site. However, the A15 and A631 have been reviewed for completeness, given that additional construction vehicle trips are expected on these parts of the network as a result of both schemes.

The traffic generation presented within Chapter 5 of the TS for the Glentworth Oil Extraction Site identifies a peak of 200 daily two-way traffic movements as a result of the scheme, including 100 two-way HGVs. No trip distribution is included within the TS. Therefore, for robustness, 100% of these trips have been assigned to the A15 and A631 to review worst-case cumulative impacts. The cumulative peak daily construction traffic flows on the A15 and A631 as a result of both schemes are summarised in **Table 4** below, based on the information presented in **Table 2** above for the Gate Burton Energy Park and within Table 5.1 of the TS for the Glentworth Oil Extraction Site (the future baseline flows have also been based on **Table 2** for consistency).

Table 4 Gate Burton Energy Park and Glentworth Oil Extraction Site Worst-Case Cumulative Peak Daily Construction Traffic Flows (Two-Way)

Network	Future Baseline	Gate Burton	Glentworth	Cumulative Total	Future Base + Cumulative	Cumulative Increase (%)
A15	13,364	+124	+200	+324	13,688	+2.4%
A631	6,660	+78	+200	+278	6,938	+4.2%

The results in **Table 4** show that the cumulative traffic flows fall well below the 30% impact threshold defined by Rule 1 of the IEMA Guidelines for non-sensitive receptors. Therefore, the cumulative effects are considered to be not significant and the findings of Chapter 13: Transport and Access of the Gate Burton Energy Park ES are considered to remain unchanged.

1.5 Total Cumulative Traffic Flows

A summary of the total worst-case cumulative traffic flows on the A1500, A156, A15 and A631, based on the schemes reviewed within this TN, has been set out in **Table 5** below. It should be noted that the identified cumulative traffic flows would only occur if the peak construction phases for all projects overlap, which is considered to be very unlikely.

Table 5 Total Worst-Case Cumulative Peak Daily Construction Traffic Flows (Two-Way)

Network	Future Baseline	Total Cumulative	Future Base + Total Cumulative	Total Cumulative Increase (%)	Schemes
A1500	4,772	+502	5,274	+10.5%	Gate Burton West Burton Cottam Tillbridge
A156	6,041	+369	6,410	+6.1%	Gate Burton Tillbridge
A15	13,364	+1,299	14,663	+9.7%	Gate Burton West Burton Cottam Tillbridge Glentworth
A631	6,660	+898	7,558	+13.5%	Gate Burton Cottam Tillbridge Glentworth

The results in **Table 5** show that the total worst-case cumulative traffic flows fall well below the 30% impact threshold defined by Rule 1 of the IEMA Guidelines for non-sensitive receptors. Therefore, the cumulative effects are considered to be not significant and the findings of Chapter 13: Transport and Access of the Gate Burton Energy Park ES are considered to remain unchanged. A plan showing the study areas and construction vehicle routes for Gate Burton Energy Park, West Burton Solar Project, Cottam Solar Project and Tillbridge Solar is shown in **Figure 2.1**.

1.6 Shared Grid Connection Corridor

As set out within the Gate Burton Energy Park ES, the Grid Connection Corridor has the potential to be shared with the West Burton Solar Project, Cottam Solar Project and Tillbridge Solar. For the purposes of transport and access, it is considered that a shared Grid Connection Corridor would reduce potential cumulative effects associated with the Scheme. Therefore, the above is considered to provide a worst-case assessment in terms of potential cumulative effects. Nonetheless, further details relating to the shared Grid Connection Corridor will be provided during Examination if necessary. For example, a joint CTMP could be prepared between the Scheme, the IGP projects and Tillbridge Solar post-consent to manage and mitigate cumulative effects if necessary once further details are known on project timeframes and the approach for the shared Grid Connection Corridor. This would be secured as part of the Detailed CTMP(s).

1.7 Conclusion

This TN reviews the potential cumulative effects on Transport and Access that may arise from the Gate Burton Energy Park, in combination with several other schemes; the West Burton Solar Project, the Cottam Solar Project, Tillbridge Solar and the Glentworth Oil Extraction Site. This TN constitutes a consideration of cumulative impacts at the time of writing.

The cumulative assessment within Chapter 13: Transport and Access of the Gate Burton Energy Park ES concluded that no projects identified in ES Volume 3: Appendix 5-A [EN010131/APP/3.3] were considered (in combination) to impact any of the receptors identified in the assessment and that the effects were not significant.

Following a further review of the potential cumulative impacts of these other (above named) schemes, the findings of Chapter 13: Transport and Access of the Gate Burton Energy Park ES are considered to remain unchanged.