

The Planning Act 2008

WEST BURTON SOLAR PROJECT

Examining Authority's Report
of Findings and Conclusions

and

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

Examining Authority

Andrea Mageean BA(Hons), BPI, PhD, MRTPI, Lead Member

Jonathan Medlin BSc(Hons), DipTP, MSc, MRTPI

8 August 2024

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OVERVIEW

File Ref: EN010132

The application, dated 21 March 2023, was made under section 37 of the Planning Act 2008 and was received in full by The Planning Inspectorate on that date.

The applicant is West Burton Solar Project Limited.

The application was accepted for examination on 18 April 2023.

The examination of the application began on 8 November 2023 and was completed on 8 May 2024.

The development proposed comprises the construction, operation, maintenance and decommissioning of a photovoltaic array generating facility and Energy Storage Facility and associated infrastructure with a total capacity exceeding 50MW. The solar array sites and associated substations and energy storage would be connected to the National Grid at West Burton Power Station via a new 400kV substation. The proposed Order Limits have an area of approximately 886 hectares of land.

Summary of Recommendation:

The Examining Authority recommends that the Secretary of State should withhold consent of the Application as submitted and examined (but not including the without prejudice offer to exclude arrays from the deer park land at Stow Park).

However, the Examining Authority recommends an amendment to the Application and that the Secretary of State should make the Order in the form attached.

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ERRATA SHEET – West Burton Solar Project- File Ref: EN010132

Examining authority’s Report of Findings and Conclusions and Recommendation to the Secretary of State for the Department of Energy Security & Net Zero dated 8 August 2024

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

Page No.	Paragraph	Error	Correction
4	1.3.11	Work No. 1 – referring to WB1 as Work No. 1A, WB2 as Work No. 2A and WB3 as Work No. 3A,	Should be “Work No. 1 – referring to WB1 as Work No. 1A, WB2 as Work No. 1B and WB3 as Work No. 1C,”
4	1.3.11	Work No. 3 – works in connection with onsite substations, including an up to 400 kilowatt (kW) substation, and an up to 132 kW substation; Work No. 4 - works at the existing 400 kW National Grid substation at West Burton Power Station including busbars and connectors, a 400 kW circuit breaker,	Should be references to kilovolt (kV), not kilowatt
83	3.4.83	It is also considered to be in line with the approach to decommissioning adopted by comparable solar	No full stop and missing word at the end. Should be “It is also considered to be in line with the approach to decommissioning adopted by comparable solar projects. ”

1. INTRODUCTION

1.1. BACKGROUND TO THE EXAMINATION

- 1.1.1. An Application (the Application) for the West Burton Solar Project (the Proposed Development) was submitted to the Planning Inspectorate by the West Burton Solar Project Limited (the Applicant) on 21 March 2023 [[APP-001](#)]. It was accepted for Examination in accordance with section (s) 55 of the Planning Act on 18 April 2023 [[PD-002](#)]. This Report sets out the Examining Authority's (ExA) findings, conclusions and recommendations to the Secretary of State for Energy Security and Net Zero (the SoS).
- 1.1.2. The legislative tests for whether the Proposed Development is a Nationally Significant Infrastructure Project (NSIP) were considered by the SoS for the Department for Levelling Up, Housing and Communities (DLUHC) in its decision to accept the Application for Examination in accordance with s55 of the Planning Act 2008 (PA2008) [[PD-002](#)].
- 1.1.3. The Proposed Development is an NSIP as it comprises an onshore electricity generating station with a total capacity exceeding 50 Megawatt (MW). It therefore falls within s15(2) of the PA2008 and requires development consent in accordance with s31 of the PA2008.
- 1.1.4. The [Examination Library](#) (EL) provides a record of all application documents and submissions to the Examination, each of which is given a unique reference number eg [APP-001]. The reference numbers are used throughout this report and hyperlinks are included to allow the reader to access them directly.
- 1.1.5. This Report does not contain extensive summaries of all documents and representations received, although full regard has been had to them and all important and relevant matters arising. Key written sources are set out further below.

1.2. APPOINTMENT OF THE EXAMINING AUTHORITY

- 1.2.1. On 26 July 2023, Andrea Mageean and Jonathan Medlin were appointed as the Examining Authority (the ExA) for the application under s61 and s65 of the Planning Act 2008 (PA2008) [[PD-004](#)].

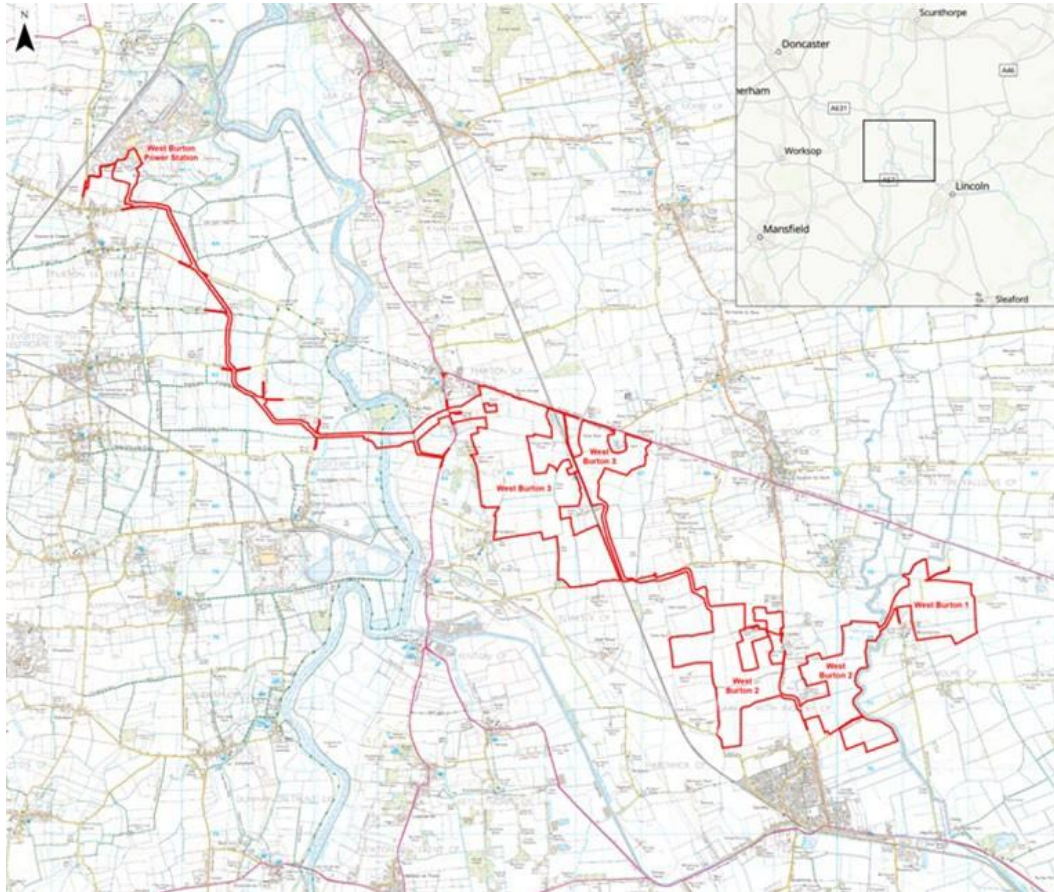
1.3. THE APPLICATION

LOCATION OF THE PROPOSED DEVELOPMENT

- 1.3.1. The Order Limits cover an area of approximately 886 hectares. The solar sites are located within a 15-kilometre (km) radius of the grid connection at the former West Burton Power Station, between approximately 7.4km to the south and 14.6km to the south-east of Gainsborough within West Lindsey District. This is illustrated below in Figure 1.
- 1.3.2. The location of the Proposed Development is described in more detail in the Environmental Statement (ES) Chapter 4 [[APP-042](#)]. It is within the administrative boundaries of Lincolnshire County Council (LCC), West Lindsey District Council (WLDC), Nottinghamshire County Council (NCC) and Bassetlaw District Council (BDC). Whilst the entirety of the solar sites and CRC are currently in agricultural use, these areas also include trees and hedgerows, some public footpaths, sections

of public highway and farm access tracks. Most of the solar site area comprises moderate quality agricultural farmland (grade 3b) with smaller areas of best and most versatile (BMV) agricultural land (grades 1, 2 and 3c) within the site area.

Figure 1: ES Figure 1.1 Location Plan¹



DESCRIPTION OF THE PROPOSED DEVELOPMENT

1.3.3. The Proposed Development is for the construction, operation, maintenance and decommissioning of a photovoltaic array generating facility and Energy Storage Facility and associated infrastructure. It would comprise three solar array sites, West Burton 1 (WB1), West Burton 2 (WB2) and West Burton 3 (WB3) (referred to collectively as the solar sites). More specifically:

- WB1: a 91.32 hectares (ha) area of agricultural land which would be the smallest of the array sites;
- WB2: a 306.98ha area of agricultural land forming a second array site to the south-west of WB1;
- WB3: a 370.78ha area of agricultural land to the north-east of WB2 and forming the largest array site.

¹ ES Figure 1.1 – Location Plan [\[APP-006\]](#)

- 1.3.4. Additionally, the Proposed Development would include cable route corridors (CRC) between WB1 and WB2, between WB2 and WB3 and between WB3 and the Point of Connection (PoC) at West Burton Power Station.
- 1.3.5. The electricity generated by the Proposed Development would be exported directly to the National Grid via PoC at the existing West Burton 400kV substation within the site of West Burton Power Station. The Grid Connection Statement [[APP-316](#)] sets out at paragraph 2.1.5 that the Grid Connection Agreement allows export not exceeding 480MW to the Grid. Nonetheless, the Applicant has not included a maximum limit on generating capacity in the draft Development Consent Order (dDCO), noting that photovoltaic (PV) technologies are developing rapidly and that the parameters of the Proposed Development would be constrained using the Rochdale Envelope approach. The Environmental Assessment has been undertaken on this basis. As these parameters would be adequately secured by the DCO, the Applicant sets out that there is no need to limit the electrical output of the Proposed Development.
- 1.3.6. The Applicant indicates that by not imposing an upper limit on capacity it would be possible to take advantages of technological improvements and innovations that may emerge before construction. Such changes could enable the Proposed Development to be constructed within the assessed parameters but with increased capacity beyond that which is currently anticipated. This accords with the revised National Policy Statement for renewable energy infrastructure EN-3 (NSP EN-3), designated January 2024, which indicates that installed export capacity should not be seen as an appropriate tool to constrain the impacts of a solar farm. Rather, applicants should use other measurements, such as panel size, total area and percentage of ground cover to set the maximum extent of development when determining the planning impacts of an application.
- 1.3.7. A similar approach was adopted for the Longfield Solar Farm Order (2023) and numerous offshore wind farm Development Consent Orders (DCO) (the Hornsea Three Offshore Wind Farm Order 2020, the Hornsea Four Offshore Wind Farm order 2023, the Norfolk Vanguard Offshore Wind Farm Order 2022, the Norfolk Boreas Offshore Wind Farm Order 2021, the East Anglia 1 Offshore Wind Farm Order 2014 and the East Anglia 2 Offshore Wind Farm Order 2022, the Awel Y Mor Offshore Wind Farm Order 2023).
- 1.3.8. Whilst the Application as submitted indicated that the Proposed Development would be designed to operate for 40 years, during the Examination the Applicant amended the dDCO to provide for a 60 year operational life, after which time it would be decommissioned and the land reinstated.
- 1.3.9. Article 2(1) of the dDCO [[REP7-002](#)] defines the Order Limits as “*the limits shown in the works plan within which the authorised development may be carried out and land acquired or used.*”
- 1.3.10. Schedule 1 of the dDCO [[REP7-002](#)] sets out the formal description of the various elements of the Proposed development. These are summarised in paragraph 1.3.12 below and their locations are shown on the Works Plans [[REP5-035](#)]. Further details can be found in ES Chapter 3 (Scheme Description) [[APP-042](#)] and the Concept Design and Parameters document [[REP5-094](#)].
- 1.3.11. In summary, the Proposed Development comprises the construction, operation and decommissioning of:

- **Work No. 1** – referring to WB1 as Work No. 1A, WB2 as Work No. 2A and WB3 as Work No. 3A, each a ground mounted solar photovoltaic (PV) generating station with a gross electrical output of over 50MW including solar modules fitted to mounting structures, electrical cabling, conversion units including inverters, transformers, switchgear, and monitoring and control systems, communication cabling. The dDCO seeks consent for both tracker and fixed panel options within the array Sites. For the purposes of the ES, tracker panels have been assessed, based on their larger scale with a maximum height at greatest inclination of 4.5m;
- **Work No. 2** – an energy storage facility comprising battery storage cells with fire suppression system, a structure protecting the battery energy storage cells, interconnecting units including heating, ventilation, cooling and temperature management, conversion units, monitoring and control systems, electrical cabling, surface water drainage, water storage facility for firefighting and infrastructure to contain used firewater;
- **Work No. 3** – works in connection with onsite substations, including an up to 400 kilowatt (kW) substation, and an up to 132kW substation. Includes bays, transformers, switchgear buildings and ancillary equipment, control building or container relay rooms and welfare facilities, monitoring and control systems, maintenance compounds, electrical cabling and earthworks. The maximum height parameters for the onsite substations, would be 6.5 meter (m) for Work 3A and Work 3B and 13.2m for WB3;
- **Work No. 4** - works at the existing 400kW National Grid substation at West Burton Power Station including busbars and connectors, a 400kW circuit breaker, current transformers, metering current transformer/voltage transformer units, line disconnecter, sealing ends and building to house feeder protection systems, metering systems and other equipment and apparatus;
- **Work No. 5** – grid connection cables connecting the three solar farm sites to the main on-site substation at West Burton 3 and to the existing substation at West Burton Power Station. Grid connection cable works located within the Shared Cable Corridor with the proposed Gate Burton Energy Park and the proposed Cottam Solar Project. Works include the provision of access tracks, drainage infrastructure, jointing bays, link boxes and communications chambers, tunnelling, boring and drilling works and temporary construction laydown areas;
- **Work No. 6** – works associated with each of the sites including fencing, gates, boundary treatment and other means of enclosure; the provision of security and monitoring measures including CCTV columns and lighting, cameras and weather stations; landscaping and biodiversity mitigation and enhancement measures; laying down of internal access tracks, footpaths, temporary footpath diversions; provision of drainage infrastructure, acoustic barriers and temporary construction laydown areas;
- **Work No. 7** – temporary construction and decommissioning laydown areas;
- **Work No. 8** – works to facilitate access to Work Nos. 1 to 7 and 9 to 11 including the creation of accesses from the public highway, the creation of visibility splays and works to alter the layout of streets or highways, works adjacent to highway land to facilitate the movement of abnormal loads;
- **Work No. 9** – work to create and maintain habitat management areas including fencing, gates, boundary treatment and other means of enclosure, earth works including bunds, embankments, ponds, trenching and swales, landscape and biodiversity mitigation and means of access;
- **Work No. 10** – work to create and maintain a habitat management area including fencing, gates, boundary treatment and other means of enclosure, earth works, landscape and biodiversity mitigation and means of access;
- **Work No. 11** – works to provide a permissive path from the track off Sykes Lane along Coddler Lane Belt and then south and west to re-join Sykes Lane opposite

Hardwick Scrub, including fencing, gates, boundary treatment and other means of enclosure and landscaping and biodiversity mitigation and enhancement measures; and

- **Further associated development** as may be necessary or expedient for the purposes of or in connection with the Proposed Development.

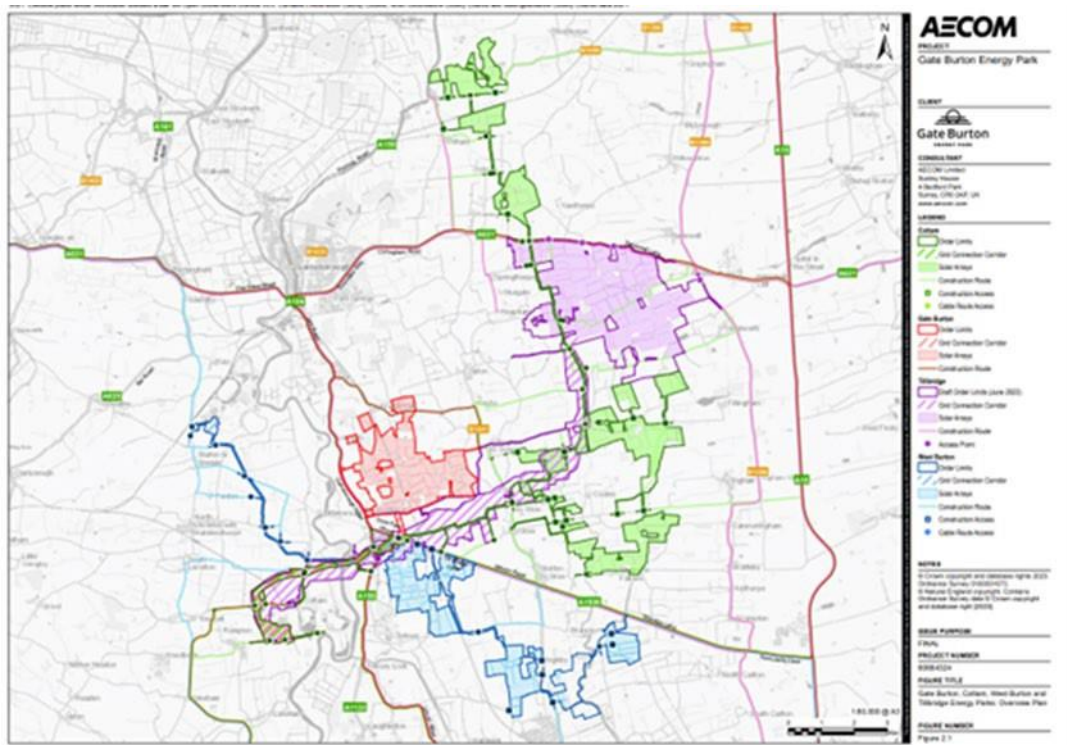
RELEVANT PLANNING HISTORY

- 1.3.12. The Applicant describes the planning history of the land within the Order Limits as being limited. The planning history of the West Burton array sites is set out in the Planning Statement [[REP4-048](#)] Appendix A. This sets out a series of proposals related largely to its agricultural use which are not of relevance to the Proposed Development. Appendix B refers to the cable route corridor and includes reference to a request for a scoping opinion for a proposed solar farm development.
- 1.3.13. No other relevant planning history is identified in the Local Impact Reports (LIR) from LCC or WLDC, or in the submissions of other Interested Parties (IP). NCC refer in their LIR to several applications/permissions of note in their area, though none are closely related to the West Burton solar array sites or cable route corridor [[REP1A-003](#)].

RELATED PROJECTS AND CUMULATIVE CONSIDERATIONS

- 1.3.14. The ExA's Rule 6 letter [[PD-005](#)] made reference to the fact that applications for Orders Granting Development Consent for other solar energy Nationally Significant Infrastructure Projects in Lincolnshire and/ or Nottinghamshire have either been made recently, or were expected to be made over coming months. At that time there was an awareness of the Gate Burton Energy Park, the Heckington Fen Solar Park, the Tillbridge Solar Project, the Cottam Solar Project and the Mallard Pass Solar Project.
- 1.3.15. The ExA noted that, given the proximity of some of these projects to the West Burton Solar Project, it was important to consider possible cumulative and in-combination effects with other solar farm proposals and other developments in the locality. To this end the ExA requested that the Applicant provide a report on the interrelationships between these other Nationally Significant Infrastructure projects (the Joint Report) to be kept updated during the Examination. The latest version of this document was provided at Deadline (DL) 6 of the Examination [[REP6-015](#)].
- 1.3.16. This Report discusses the interrelationships between the Gate Burton Energy Park, Cottam Solar Project, West Burton Solar Project and Tillbridge Solar Project because they are geographically closest to each other, as illustrated in Figure 2, and therefore have the potential for cumulative effects. The same Report was also submitted into the Examinations for the Gate Burton Energy Park and Cottam Solar Project. It notes that Heckington Fen and Mallard Pass solar projects are over 30km from the West Burton and other close by proposals. On this basis the Applicant states that there is very limited potential for cumulative effects.

Figure 2: Overview Plan of local solar proposals²



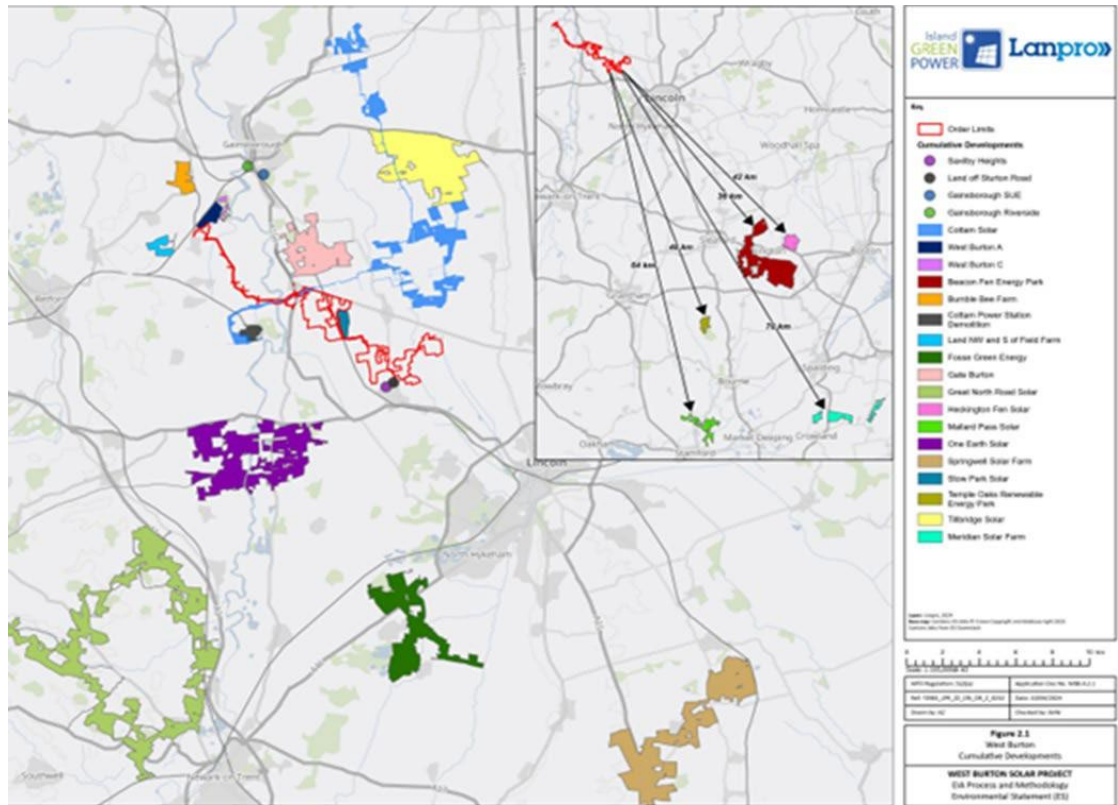
1.3.17. A Technical Note at Appendix E of the Joint Report [\[REP6-015\]](#) reviews the Environmental Statements of each project in terms of the cumulative effects identified for each of the environmental disciplines. It then sets out whether, as a consequence of the joint review, there would be any changes to the conclusions of the cumulative assessment.

1.3.18. During the course of the Examination other projects emerged. The Examining Authority’s First Written Question (ExQ1), [\[PD-009\]](#) 1.1.10 asked the Applicant to set out how the cumulative effects of solar development proposals in the surrounding area, other than those referred to in the Joint Report have been considered. In response the Applicant produced a further ‘Technical Note on Cumulative Effects of Additional Schemes’ [\[REP5-030\]](#). Six additional schemes were identified as having potential cumulative effects, with their locations indicated in Figure 3:

- One Earth Solar Farm: solar farm and battery energy storage system with a generating capacity exceeding 50MW, around 4km from West Burton;
- Great North Road Solar Park: solar farm and battery energy storage system with a maximum generation capacity of 800MW, around 8km from West Burton;
- Stow Park Solar Farm: ground mounted 49.9MW solar PV farm, adjacent to West Burton;
- Fosse Green Energy: solar farm and battery energy storage system with a generating capacity exceeding 50MW, around 10.6km from West Burton;
- Springwell Solar Farm: solar farm and battery energy storage system with a generating capacity exceeding 50MW, around 21km from West Burton; and
- Beacon Fen Energy Park: solar farm and battery energy storage system with a generating capacity exceeding 50MW, around 32km from West Burton.

² Source: Joint Report on Interrelationships [\[REP6-015\]](#) Figure 2.10

Figure 3: Overview Plan of regional solar proposals³



- 1.3.19. The Steeple Renewables Project, which would connect at the former West Burton Power Station site, is also located in close proximity to the four projects considered in the Joint Report. However at this stage a scoping report has not yet been submitted to the Planning Inspectorate.
- 1.3.20. All of the plans and projects that have the potential to give rise to cumulative effects with the Proposed Development are set out in the ES Cumulative Effects Addendum [REP5-015], produced as a supplement to ES Chapter 23: Summary of Significant Effects [REP3-010]. It brings together information presented in the latest versions of the Joint Report and the Technical Note on Cumulative Effects of Additional Schemes. It does not set out to replace the cumulative effects assessment set out in the technical chapters of the ES, but rather presents an update based on the further information on local schemes which has entered the public domain since the ES was first prepared.
- 1.3.21. The cumulative environmental implications of these other local schemes along with those of the Proposed Development have been considered in relation to each of the planning matters set out in [Chapter 3](#) of this Report.

³ Source: 'Technical Note on Cumulative Effects of Additional Schemes' [REP5-030] Appendix 1

1.4. THE EXAMINATION

SUMMARY OF EVENTS IN THE EXAMINATION

- 1.4.1. The Preliminary Meeting (PM) opened on 7 September 2023, though this was adjourned and the start of the Examination therefore delayed. The reasons for this were set out in the ExA's Rule 9 letter [\[PD-006\]](#). This sets out that, following representations from IPs, the ExA recognised that the close alignment of this Examination with that of other solar NSIP, specifically the overlapping timetables, creating challenges for those seeking to participate in these separate Examinations. These challenges could, in turn, impact on the requirement for the ExA to receive timely, adequate, and informed submissions, and therefore the ExA's ability to conduct an efficient and effective Examination.
- 1.4.2. The resumed PM took place on 8 November 2023 and the Examination closed on 8 May 2024. Prior to that the Relevant Representation (RR) period had run from 27 April 2023 to 8 June 2023.
- 1.4.3. The Examination Timetable identified dates for hearings and set deadlines for receipt of written material. Events, including all deadlines, which took place during the Examination can be found in Annex A of the ExA's Rule 8 letter [\[PD-008\]](#).
- 1.4.4. The ExA issued written questions in the following forms:
- First Written Questions, ExQ1 [\[PD-009\]](#);
 - Second Written Questions, ExQ2 [\[PD-014\]](#)
 - Schedule of Changes to the dDCO [\[PD-016\]](#)
 - Rule 17 letter to the Applicant and APs (Affected Persons) [\[PD-017\]](#); and
 - Rule 17 letter to the Applicant [\[PD-018\]](#).
- 1.4.5. Six Issue Specific Hearings (ISH) were held: ISH1 [\[EV-016a\]](#); ISH2 [\[EV-026\]](#), ISH3 [\[EV-028\]](#), ISH4 [\[EV-029\]](#), ISH5 [\[EV-060\]](#) and ISH6 [\[EV-070\]](#). Two Compulsory Acquisition Hearings (CAH) were held: CAH1 [\[EV-036\]](#) and CAH2 [\[EV-070\]](#). Three Open Floor Hearings (OFH) were held: OFH1 [\[EV-011\]](#), OFH2 [\[EV-027\]](#) and OFH3 [\[EV-070\]](#). The ExA undertook two groups of Unaccompanied Site Inspections (USI), the first on 6 September 2023 [\[EV-025\]](#) and the second on 24 and 25 January 2024 [\[EV-055\]](#).
- 1.4.6. Procedural Decisions taken by the ExA are recorded in the EL [\[PD-001\]](#) to [\[PD-019\]](#). They detail the ExA's decisions relating to the procedure of the Examination.

STATEMENTS OF COMMON GROUND

- 1.4.7. In its Rule 6 letter [\[PD-005\]](#) Annex H, the ExA requested the submission of Statements of Common Ground (SoCG) between the Applicant and various IPs. The Applicant's final Statement of Commonality [\[REP6-034\]](#) Table 3.1 summarises the status of agreement on SoCGs at the end of the Examination.

1.5. CHANGES TO THE APPLICATION

- 1.5.1. On 3 January 2024, the Applicant gave notice of its intention to submit a request for up to five proposed changes to the West Burton Solar Project application [\[AS-013\]](#). On 24 January 2024, the ExA used its discretion to accept the change notification letter and responded with advice about the procedural implications of the proposed change requests [\[PD-011\]](#).

1.5.2. The Applicant's change application, submitted on 25 January 2024 [\[AS-056\]](#) confirmed the five proposed changes to the application. The five changes relate to the following elements of the Proposed Development:

- Change 1 Access to West Burton 1 from A1500: an extension to the Order Limits along the highway from the West Burton 1 Site to the A1500 Tillbridge Lane, to the north of Broxholme to facilitate access to the Site during the construction phase;
- Change 2 Cable Corridor Widening, Stow Park: an extension to the Order Limits to the east of the Lincoln - Gainsborough railway line within Stow Park to allow flexibility in relation to the separate proposed solar farm development at Stow Park Farm;
- Change 3 West Burton 3 Railway Crossing: an extension to the Order Limits along the Lincoln Gainsborough railway line within the West Burton 3 Site to allow flexibility in relation to the method of constructing the cable under the railway;
- Change 4 Visibility splay at West Burton Cable Route Corridor Access AC110: an extension to the Order Limits along A156 High Street, Marton in proximity to the Cable Route Corridor construction access point reference AC110 for a visibility splay; and,
- Change 5 Access to West Burton Power Station from Gainsborough Road: an extension to the Order Limits to include the existing main vehicular access road to West Burton Power Station from Gainsborough Road to provide access during the construction and operational phases.

THE EXA'S CONSIDERATION OF THE CHANGE APPLICATION

1.5.3. The ExA considered the Change Application documents in light of its duties under the relevant Guidance (The Planning Act 2008: Guidance for the examination of applications for development consent (former Department for Communities and Local Government), March 2013, paragraph 109-115) and the Planning Inspectorate's Advice Note 16.

1.5.4. The ExA's consideration of the Change Application is set out in their letter of dated 1 February 2024 [\[PD-011\]](#). The Change Application confirmed that the changes proposed would require additional land outside the Order Limits. Therefore, The Infrastructure Planning (Compulsory Acquisition) Regulations 2010 (the CA Regulations) were engaged. Whilst the ExA considered the proposed changes to be small in scale, as their overall effect was to add land to the Order Limits, the ExA decided that the changes proposed were material.

1.5.5. However, based on the submitted material, there was no indication that the proposed changes would result in any new or different likely significant environmental effects to those originally assessed. Having regard to the above considerations, the ExA was satisfied that the proposed changes, whether considered individually or taken together, would not be so substantial as to amount to a materially different project from that which was applied for.

1.5.6. The ExA considered that the changes were capable of being examined within the remaining statutory examination timescale and that there was sufficient time available for IPs to digest, understand and comment upon them. For these reasons, the ExA decided to accept all five of the proposed changes for Examination.

1.5.7. In order to afford all IPs a fair and reasonable opportunity to consider and comment upon the changes, the ExA made some amendments to the Examination Timetable [\[PD-011\]](#). The Examination proceeded on the basis of the changed application. This

included the opportunity for APs and IPs to be heard at the combined ISH6, OFH3 and CAH2 on Tuesday 23 April 2024 [[EV-070](#)].

1.6. UNDERTAKINGS, OBLIGATIONS AND AGREEMENTS

1.6.1. There are no relevant s106 agreements that have been proposed or entered into in connection with the Proposed Development.

1.6.2. During the course of the Examination, some parties have reached private agreements with the Applicant regarding the protection of their assets or their interests. These are referred to, where relevant, in subsequent sections of this Report.

1.7. OTHER CONSENTS

1.7.1. In addition to the consents required under the PA 2008, the Applicant would require other consents to construct, operate and maintain the Proposed Development. The Applicant's Consents and Agreements Position Statement [[REP4-046](#)], identifies the consents that the Applicant has obtained or that the undertaker would need to obtain, in addition to Development Consent under the PA2008.

1.8. STRUCTURE OF THIS REPORT

1.8.1. The structure of the remainder of this report is as follows:

- This [Chapter 1](#) introduces the application, the Applicant and the Examination.
- [Chapter 2](#) provides an overview of key considerations governing the determination of the application.
- [Chapter 3](#) considers the need case, and sets out the ExA's findings and conclusions in relation to the planning issues on a topic-by-topic basis.
- [Chapter 4](#) is a summary of the Habitats Regulations Assessment (HRA).
- [Chapter 5](#) sets out the case for the making of a DCO in light of the balance of planning considerations arising from Section 3.
- [Chapter 6](#) covers land rights and related matters.
- [Chapter 7](#) reports on the implications of matters arising in preceding Chapters for the DCO and other consents.
- [Chapter 8](#) is a summary of conclusions and recommendations.

1.8.2. This report is supported by the following appendices:

- Annex A – Reference Tables
- Annex B – Events in Pre-Examination and Examination
- Annex C – Examination Library
- Annex D – List of Abbreviations
- Annex E – The Recommended DCO

2. HOW THE APPLICATION IS DETERMINED

2.1. INTRODUCTION

- 2.1.1. This Chapter identifies the key legislation, policy and Local Impacts Reports (LIR) that the Examining Authority's (ExA) recommendations are made against.

2.2. LEGISLATION AND POLICY

KEY LEGISLATION

PLANNING ACT 2008

- 2.2.1. The Planning Act 2008 (PA2008) is the principal legislation governing the Examination of an application for a Nationally Significant Infrastructure Project (NSIP). In this case the application for a Development Consent Order (DCO) falls with the definition of energy generating stations set out in s15 of the PA2008.
- 2.2.2. The PA2008 provides for two different decision-making procedures for NSIP applications: firstly, under s104, where a relevant National Policy Statement (NPS) has been designated and has effect, and secondly, under s105, where there is no NPS applicable to the development comprised in the application.
- 2.2.3. The Application is for renewable energy generation development that requires a connection to the transmission system. Policy relevant to development of this type is found in NPS EN-1 (Overarching National Policy Statement for Energy), NPS EN-3 (Renewable Electricity Generation) and NPS EN-5 (The Electricity Transmission and Distribution Network).
- 2.2.4. At the date that this Application was accepted for Examination, the designated NPSs addressing these subject matters were those as first designated in 2011 (the 2011 NPSs). Following a review, amendments to the 2011 NPSs were made and designated in January 2024 (the 2024 NPSs). Section 1.6 of 2024 NPS EN-1 sets out the transitional provisions applicable following this review. It makes clear that for an application accepted before the designation of the 2024 NPSs, the 2011 NPSs continue to have effect as the designated NPSs.
- 2.2.5. These circumstances are important in the consideration of this application, as it relates to a solar generating station. 2011 NPS EN-1 and 2011 NPS EN-3 do not make specific provision for solar generation and to this extent, the Examination of this application proceeds under PA2008 s105. However, 2024 NPS EN-1 at paragraph 1.6.3 does make clear that an NPS that has been designated but not yet having effect (the 2024 NPSs) *"are potentially capable of being important and relevant considerations in the decision-making process. The extent to which they are relevant is a matter for the relevant Secretary of State to consider within the framework of the Planning Act 2008 and with regard to the specific circumstances of each Development Consent Order application."*
- 2.2.6. S105(2) of the PA2008 sets out the matters to which the Secretary of State (SoS) must have regard in deciding the application:
- any local impact report (within the meaning given by section (s) 60(3)) submitted to the SoS before the deadline specified in a notice under s60(2) of the PA2008;
 - any matters prescribed in relation to development of the description to which the application relates; and

- any other matters which the SoS thinks are both important and relevant to the SoS's decision.

- 2.2.7. These provisions therefore enable policy included in an NPS that is not designated specifically for solar generation to be considered amongst the matters that are important and relevant for the purposes of decision making.
- 2.2.8. The Proposed Development includes the installation of onsite substations to facilitate the export of the generated energy to the grid, together with a connection to and works to a National Grid substation. This is associated development for the purposes of s115 of the PA2008. This does come within the scope of NPSs EN-1 and EN-5 (2011), although again considerations arising from the 2024 amendments to those NPSs are capable of being important and relevant considerations for the SoS.
- 2.2.9. Given the position on NPS EN-1, NPS EN-3 and NPS EN-5 the Examination has been conducted under s105 of the PA2008. This Report sets out the ExA's findings taking these matters into account and applying the approach set out in s105 of PA2008.
- 2.2.10. Details of relevant policies and other legislation considered pertinent to the Proposed Development, including the Climate Change Act 2008 (as amended) Human Rights Act 1998 and Equality Act 2010 is provided at Table A-1 of Annex A.

NATIONAL POLICY STATEMENTS

- 2.2.11. The NPS which are relevant in this case are:

- Overarching NPS for Energy (2011 NPS EN-1);
- NPS for Renewable Energy (2011 NPS EN-3);
- NPS for Electricity Networks Infrastructure (2011 NPS EN-5).

Overarching National Policy Statement for Energy (2011 NPS EN-1)

- 2.2.12. 2011 NPS EN-1 sets out the Government's commitment to increasing renewable generation capacity but recognises that, in the short to medium term, much of the new capacity is likely to come from onshore and offshore wind.
- 2.2.13. In light of this, 2011 NPS EN-1 notes that the generation of electricity from renewable sources other than wind, biomass or waste is not within its scope. Therefore, as a solar generating station, the Proposed Development is excluded from the scope/coverage of 2011 NPS EN-1.
- 2.2.14. Nevertheless, the Proposed Development is a generating station with a capacity of more than 50MW and the policies in 2011 NPS EN-1 are devised specifically for generating stations and energy infrastructure of this scale. As a result, the policies set out in 2011 NPS EN-1 have some bearing on the determination of this application.
- 2.2.15. Furthermore, 2011 NPS EN-1 acknowledges that some renewable sources are intermittent (including Solar) and cannot be adjusted to meet demand. In recognition of this, it notes at paragraph 3.3.12 that: *'there are a number of other technologies which can be used to compensate for the intermittency of renewable generation, such as electricity storage'* and that *'these technologies will play important roles in a low carbon electricity system'*.

2.2.16. It also recognises at paragraph 3.3.31 that: “... *electrical energy storage allows energy production to be decoupled from its supply, and provides a contribution to meeting peak demand ...*”.

2.2.17. Accordingly the ExA considers that 2011 NPS EN-1 is an important and relevant matter in the determination of the application.

National Policy Statement for Renewable Energy Infrastructure (2011 NPS EN-3)

2.2.18. 2011 NPS EN-3 sets out additional policies for renewable energy infrastructure that should be read in addition to the overarching policies set out in 2011 NPS EN-1. However, paragraph 1.8.1 explains that 2011 NPS EN-3 only covers energy from: biomass; offshore wind; and onshore wind. Paragraph 1.8.2 of 2011 NPS EN-3 goes onto state: “*This NPS does not cover other types of renewable energy generation that are not at present technically viable over 50MW onshore ...*”.

2.2.19. The Applicant refers to 2011 NPS EN-3 in their Planning Statement [[REP4-048](#)] noting at paragraph 5.4.7 that: “... *at the time of designation in 2011, types of onshore renewable energy generation ...were excluded as they were not technically viable at a scale of more than 50MW... However, solar technology has now advanced to an extent that it is now viable at a nationally significant (>50MW) scale.*”

2.2.20. As a result, the Applicant considers that 2011 NPS EN-3 is important and relevant to the determination of the application, and, along with 2011 NPS EN-1 and 2011 NPS EN-5, should form the primary decision-making framework for the Proposed Development.

2.2.21. However, whilst solar technology has advanced considerably since the formulation of 2011 NPS EN-3 and is now viable at significantly larger scales, the fact remains that solar energy generation is a renewable generating technology that is expressly excluded from 2011 NPS EN-3’s coverage.

2.2.22. Accordingly, the ExA’s view is that policies contained in 2011 NPS EN-3 relating to the viability of solar generations at scale (over 50MW) neither have effect nor should they be considered as being important or relevant for the determination of this application. This accords with the approach taken in previous large scale solar generating NSIPs including the Cleve Hill Solar Park, the Little Crow Solar Park and the Longfield Solar Farm.

National Policy Statement for Electricity Networks (2011 NPS EN-5)

2.2.23. 2011 NPS EN-5 covers the long-distance transmission system (400 kilovolt (kV) and 275kV lines) and the lower voltage distribution system (132kV to 230kV lines from transmission substations to the end-user); and associated infrastructure, for example substations and converter stations that facilitate the conversion between direct and alternating current.

2.2.24. The Proposed Development includes new substations to be sited within West Burton 1, West Burton 2 and West Burton 3 (Work No. 3); works to lay high voltage cables (400kV) to export power generated by the Proposed Development and power stored at the BESS from the substation at West Burton 3 to the existing West Burton Power Station (Work No. 5); and, works to lay electrical cables (132kV) to export power from the substation at West Burton 1 to the substation at West Burton

2, and from the substation at West Burton 2 to the substation at West Burton 3 (Work No. 5).

- 2.2.25. These elements of the Proposed Development, as associated development forming part of the Proposed Development, would come within the scope of 2011 NPS EN-5. Therefore, the ExA also consider elements of 2011 NPS EN-5 to be important and relevant to the decision of the SoS. For the avoidance of doubt, the grid connection for the Proposed Development is associated development and not considered to be an NSIP in its own right and so s104 of the PA2008 is not engaged.

REVISIONS TO NATIONAL POLICY STATEMENTS FOR ENERGY

- 2.2.26. The 2024 NPS set out current Government thinking and the approach to planning for the delivery of the energy infrastructure required for the transition to net zero. In setting out the overarching national policy for energy, 2024 NPS EN-1 sets out that there is an urgent need for all of the generating technologies within its scope, including solar photovoltaic (PV) and storage. More specifically 2024 NPS EN-1 refers to the importance of solar, noting that a secure, reliable, affordable, net zero consistent system in 2050 is likely to be composed predominantly of wind and solar. Storage also has a key role to play in achieving net zero, providing flexibility and reliability to the energy system by storing surplus electricity in times of low demand to provide electricity when demand is higher. However, it is recognised that many of the storage facilities currently being deployed provide for storage over a period of hours but cannot cost effectively cover prolonged periods of low output from wind and solar.
- 2.2.27. 2024 NPS EN-3 includes solar PV of over 50MW as nationally significant renewable electricity generating stations. Whilst 2024 NPS EN-1 sets out general principles for the assessment of the range of energy technologies, 2024 NPS EN-3 is concerned with impacts and policy provisions specific to the different types of renewable energy generation, including solar PV generation.
- 2.2.28. Similar provisions to those contained in 2011 NPS EN-5 (in so far as they are important and relevant in the consideration of this application) are maintained and carried forward into 2024 NPS EN-5.
- 2.2.29. The Applicant updated their Planning Statement during the Examination to address the revised NPS and the implications of the transitional arrangements [\[REP4-048\]](#). This sets out the Applicant's view that the 2024 NPSs are important and relevant and should be given significant weight, noting that they reflect the Government's current energy strategy and energy policies, that they set out a policy context that is directly relevant to solar NSIPs and that they have been designated before the current DCO application has been decided. IPs were also given the opportunity to comment on the implications of to 2024 NPS's during the course of the Examination, in particular in response to ExQ1 1.1.1 [\[PD-009\]](#).
- 2.2.30. The ExA's view is that 2024 NPS EN-1, 2024 NPS EN-3 and 2024 EN-5 are important and relevant for this Examination because they reflect current national policies, including the British Energy Security Strategy and the commitment to renewable energy. They were designated in January 2024 on this basis. Further, 2024 NPS EN-1 and 2024 NPS EN-3 acknowledge the role that solar has to play in meeting energy needs, setting out detailed policies for the consideration of NSIP scale solar PV developments. The implications of specific elements of the for the determination of the application are considered further in [Chapter 3](#).

OTHER RELEVANT NATIONAL POLICY

- 2.2.31. Other relevant Government policy which has been taken into account includes:
- National Planning Policy Framework (September 2023) and associated Planning Practice Guidance;
 - National Infrastructure Strategy (2020)
 - Energy White Paper: Powering our Net Zero Future (2020);
 - Net Zero Strategy: Build Back Greener (2021);
 - British Energy Security Strategy (2022); and
 - Powering up Britain (2023).
- 2.2.32. The National Planning Policy Framework (NPPF) sets out the Government's planning policies for England and how these are expected to be applied. The NPPF does not contain specific policies for NSIPs. Nonetheless, it contains Government policy relating to meeting the challenge of climate change, conserving and enhancing both natural and historic environments, building a strong and competitive economy, promoting sustainable transport and achieving well-designed places. It is therefore capable of an important and relevant matter in the determination of the application. A revised NPPF was published during the Examination in December 2023. The ExA sought the views of the Applicant and IPs on the implications of the updated NPPF.
- 2.2.33. National Planning Practice Guidance (PPG) was first published in 2014 to replace previous guidance documents and support the application of the NPPF. The PPG is updated on a rolling basis. Section 5 of the PPG (Renewable and low carbon energy) provides guidance for various renewable energy generating technologies, including solar energy generation.
- 2.2.34. The ExA has noted any relevant provisions of the NPPF and PPG in its consideration of the planning issues in [Chapter 3](#).
- 2.2.35. Following the close of the Examination, at the end of July 2024, key documents were published setting out changes to the policy context relevant to the determination of the Application. Specifically, this relates to Written Ministerial Statement which refers to boosting the delivery of renewables⁴ and a consultation on reforms to the NPPF and other changes to the planning system⁵. As these changes have arisen after the close of the Examination they have not been taken into consideration. Further reference to these new provisions is made in [Chapter 8](#): summary of findings and conclusions.

2.3. LOCAL IMPACT REPORTS

- 2.3.1. Local planning policy can be an important and relevant consideration in the determination of NSIP applications in circumstances where there is no designated NPS in place (PA2008 s105), NPS policies do not benefit from a presumption that the Application should be decided in accordance with the NPS. Local planning policies therefore require to be evaluated and individual consideration provided to

⁴ <https://questions-statements.parliament.uk/written-statements/detail/2024-07-30/hcws48>

⁵ <https://www.gov.uk/government/consultations/proposed-reforms-to-the-national-planning-policy-framework-and-other-changes-to-the-planning-system>

their importance, relevance and weight, in the same manner that NPS policies must be.

- 2.3.2. Local Impact Reports (LIR) were submitted by Lincolnshire County Council (LCC) [[REP1A-002](#)], West Lindsey District Council (WLDC) [[REP1A-006](#)] and Nottinghamshire County Council (NCC) [[REP1A-003](#)]. Each LIR provides further details on the local policy context within the relevant administrative area. The LIRs also provide a commentary on the relevant authority's consideration of local impacts.
- 2.3.3. The ExA has considered the local plan policies identified in the LIRs and concludes that they give rise to important and relevant considerations for the SoS. It has taken these policies into account in its reasoning.
- 2.3.4. Local plan, emerging local plan and neighbourhood plan policies relevant to the Proposed Development are listed in Annex A Tables A-2, A-3 and A-4 of this Report. The local plan policies relevant to the specific planning matters considered in [Chapter 3](#), to which the ExA has had particular regard, are set in Annex A Table A-5. Where relevant to the matters under consideration, further details of specific policy provisions are set out in the [Chapter 3](#) sections.
- 2.3.5. The issues raised are considered in the context of s105 of the PA2008 in relation to the specific planning issues in [Chapter 3](#) of this report.

2.4. ENVIRONMENTAL IMPACT ASSESSMENT

- 2.4.1. The Proposed Development falls within Schedule 2 Part 3 (a) of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017 (the EIA Regulations) as an industrial installation for the production of electricity. Due to the nature, size and location of the Proposed Development, it has the potential to have significant effects on the environment.
- 2.4.2. On 20 January 2022 the Applicant submitted a Scoping Report to the SoS under Regulation 8 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2009 (SI 2263) (as amended) (the EIA Regulations) in order to request an opinion about the scope of the Environmental Statement (ES) to be prepared (a Scoping Opinion) [[APP-063](#)].
- 2.4.3. On 2 March 2022 the Planning Inspectorate provided a Scoping Opinion [[APP-068](#)]. Therefore, in accordance with Regulation 4(2)(a) of the EIA Regulations, the Proposed Development was determined to be EIA development, and the application was accompanied by an ES.
- 2.4.4. On 9 June 2023 the Applicant provided the Planning Inspectorate with certificates confirming that s56 and s59 of PA2008 and Regulation 13 of the EIA Regulations had been complied with [[OD-003](#) and [OD-004](#)].
- 2.4.5. The ES submitted with the Application was prepared on the basis of the anticipated operational period being approximately 40 years. This time period was therefore assessed in the EIA and reported in the ES.
- 2.4.6. However, in response to concerns raised by IPs about the Proposed Development potentially being in situ in perpetuity, the draft DCO (dDCO) was amended during the Examination to require decommissioning to take place no later than 60 years following the final commissioning date. The Applicant has explained that a 60-year

period was chosen to provide flexibility for the Proposed Development to carry on operating where the solar PV panels continue to generate electricity after the average lifespan of 40 years has passed.

2.4.7. A further document, Review of Likely Significant Effects at 60 years [[REP1-060](#)], sets out how the EIA, as reported in the submitted ES, has assessed the operational period of the Proposed Development and the implications of the operational period being up to 60 years. It reviews each ES topic and concludes that there are no changes to the assessment or conclusions on operational likely significant effects if the operational period of the Proposed Development is up to 60 years. Points raised by Interested Parties (IP) during the Examination in relation to this matter are considered in Section 3.2.

2.4.8. Overall, the ExA considers that the ES, as supplemented by additional information during the Examination, is sufficient to enable the SoS to take a decision in compliance with the EIA Regulations. Consideration is given to the findings of the ES in [Chapter 3](#) of this Report.

2.5. HABITATS REGULATIONS ASSESSMENT

2.5.1. The SoS is the competent authority for the purposes of the Conservation of Habitats and Species Regulations 2017, as amended by the Conservation of Habitats and Species (Amendment) (EU Exit) Regulations 2019.

2.5.2. The Proposed Development is one that has been identified as giving rise to the potential for likely significant effects (LSE) on European sites and hence is subject to a Habitats Regulations Assessment (HRA). As is the convention and to inform SoS decisions prepared under the PA2008, a separate record of considerations relevant to HRA has been set out in [Chapter 4](#) of this Report.

2.6. TRANSBOUNDARY EFFECTS

2.6.1. A transboundary screening under Regulation 32 of the EIA Regulations was undertaken on behalf of the SoS on 22 March 2022 following the Applicant's request for an EIA Scoping Opinion. No significant effects were identified on the environment in a European Economic Area (EEA) member state. A second screening was published on 28 April 2023. Again, no EEA states were identified as being likely to have significant effects on their environment in terms of extent, magnitude, probability, duration, frequency or reversibility [[OD-005](#)].

2.6.2. The Regulation 32 duty is ongoing, and on that basis, the ExA has considered whether any facts have emerged to change these screening conclusions, up to the point of closure of the Examination. No relevant issues arose during the Examination and the ExA therefore considers that the duties under Regulation 32 have been satisfied.

3. THE PLANNING ISSUES

3.1. INTRODUCTION

3.1.1. This chapter sets out the Examining Authority's (ExA) findings and conclusions on the planning issues. The chapter is structured firstly to examine matters of principle, including need and alternatives, followed by generic topic headings which are arranged in alphabetical order. The order in which all these section headings are presented should not be taken to imply any order of merit.

3.1.2. In each section, the ExA will identify the policy background, followed by a summary of the Application as made, then report on the main issues for each topic. Findings and conclusions will then be drawn for each topic and whether the effects carry little weight, moderate weight, great weight, or very great weight for/ against the making of the Development Consent Order (DCO).

INITIAL ASSESSMENT OF PRINCIPAL ISSUES (IAPI)

3.1.3. As required by section (s) 88 of the Planning Act 2008 (PA2008) and Rule 5 of the Infrastructure Planning (Examination Procedure) Rules 2010, the ExA made an IAPI arising from the Application in advance of the Preliminary Meeting (PM). This formed an initial assessment of the issues based on the Application documents and submitted Relevant Representations (RR). The list of issues relates to all phases of the Proposed Development. The IAPI was raised at the PM and no other key topics were identified during the Examination. The IAPI can be found in Annex D of the Rule 6 letter [\[PD-005\]](#).

3.1.4. The Application was also subject to a change that seeks additional land and rights, promoted by the Applicant under the Infrastructure Planning (Compulsory Acquisition) Regulations 2010 (the CA Regs). The ExA reviewed the IAPI having regard to matters raised in RR pertaining to the additional land and rights sought. The ExA concluded that no change to the IAPI was required as a consequence of this change request.

THE PLANNING ISSUES IN THIS REPORT

3.1.5. The ExA considers that the issues raised by Interested Parties (IP) were broadly in line with the IAPI and were subject to written and oral questioning during the Examination. These are the issues that the ExA has used to structure most of the following sections in this report which address each issue in turn. To facilitate efficient consideration of the relationships between certain issues and to avoid repetition in analysis, the ExA has varied the order of its consideration of issues arising from the IAPI. It should also be noted that the IAPI is a high-level framework. The ExA has nevertheless had regard to all important relevant matters arising from submissions from IPs and has reported on these, if required, within each chapter below.

3.1.6. The planning issues considered in this report are as follows:

- The Principle of Development (Section 3.2);
- Landscape and Visual (Section 3.3);
- Historic Environment (Section 3.4);
- Biodiversity and Ecology (Section 3.5);
- Transport and Access (Section 3.6);
- Agriculture and Soils (Section 3.7);

- Safety and Major Incidents (Section 3.8);
- Noise and Vibration (Section 3.9);
- Air Quality (Section 3.10)
- Health and Wellbeing (Section 3.11);
- Water Environment and Flooding (Section 3.12);
- Socio-Economic Matters (Section 3.13); and,
- Other Planning Matters (Section 3.14).

3.1.7. Each section follows a similar format:

- introduction to the topic;
- relevant policy considerations;
- the Applicant's approach;
- issues considered during the Examination; and
- the ExA's conclusions, including if any changes to the draft Development Consent Order (dDCO) are recommended.

3.1.8. The ExA has used the following approach in the assessment of the weight to be attached to each of the planning issues:

- Where there is no weight, or neutral weighting: The ExA considers that there are no matters relating to that issue which would weigh for or against the making of the Order.
- First level: The ExA ascribes a little weight to matters relating to the issue for or against the making of the Order.
- Second level: The ExA ascribes moderate weight to matters relating to the issue for or against the making of the Order.
- Third level: The ExA ascribes great weight to matters relating to the issue for or against the making of the Order.
- Fourth level: The ExA ascribes very great weight to matters relating to the issue for or against the making of the Order.

3.2. THE PRINCIPLE OF THE DEVELOPMENT

3.2.1. Matters raised in the Examination and considered in this Section are:

- The need for and suitability of large scale solar generation;
- The nature of associated development;
- Alternatives, site selection and design; and
- The time period for the Proposed Development

3.2.2. Related matters are covered in Section 3.7 Agriculture and Soils, Section 3.3 Landscape and Visual, and Section 3.11 Water Environment and Flooding.

POLICY CONSIDERATION

NATIONAL POLICY STATEMENTS

Need

3.2.3. National Policy Statement (NSP) 2011 NPS EN-1 sets out the urgent need for new low carbon energy infrastructure to be brought forward as soon as possible, noting the crucial role of electricity as it decarbonises the energy sector (para 3.3.15). It does not include solar within its scope as this was not considered to be a viable utility scale technology at that time. Nonetheless, it sets out that it is up to industry

to propose new energy infrastructure projects within the strategic framework set by Government, and that planning policy should not set targets for or limits on different technologies (para 3.3.24).

- 3.2.4. More specifically, it sets out that Government is committed to increasing significantly the amount of renewable generation capacity both to improve energy security and to meet the legally binding target of reducing greenhouse gas emissions, which at that time was at least 80% by 2050 (para 2.2.8). Given the level and urgency of need identified, it advises that the consideration of applications for development consent should start with a presumption in favour of granting consent, unless any more specific and relevant policies set out in the relevant NPSs clearly indicate that consent should be refused (para 4.1.2).
- 3.2.5. Noting the significant amounts of new large-scale energy infrastructure needed to meet the requirements of energy and climate change policy, it is recognised that it will not be possible to develop the necessary amounts of such infrastructure without some significant residual adverse impacts (para 3.2.3)
- 3.2.6. As some renewable sources (such as wind, solar and tidal) are intermittent and cannot be adjusted to meet demand, it sets out that technologies which can be used to compensate for the intermittency of renewable generation, such as electricity storage, interconnection and demand-side response, will be needed to perform back-up functions (para 3.3.12).
- 3.2.7. These provisions are updated in 2024 NPS EN-1 to reflect the evolving legal and technological context. Specifically, the 2050 net zero Greenhouse Gases (GHG) emissions target has been legislated through the Climate Change Act 2008 (2050 Target Amendment) Order 2019. Also, the Government's sixth carbon budget requires the UK to reduce GHG emissions by 78 per cent by 2035 compared to 1990 levels (para 2.2.1). In terms of delivering net zero commitments, reference is made to the Energy White Paper (December 2020), the Net Zero Strategy (October 2021), the British Energy Security Strategy (April 2022), the Growth Plan (September 2023) and Powering Up Britain (March 2023) (para 2.1.1).
- 3.2.8. The provisions of 2024 NPS EN-1 refers to wind and solar as being the lowest cost ways of helping reduce costs and providing a clean and secure source of electricity supply. It sets out that a secure, reliable, affordable, net zero consistent system in 2050 is likely to be composed predominantly of wind and solar (para 3.3.20).
- 3.2.9. Given the level of need and urgency for the infrastructure covered in 2024 NPS EN-1, the presumption in favour of granting consent to applications for energy Nationally Significant Infrastructure Projects (NSIP) is repeated (para 4.1.3). Section 4.2 also sets out that there is a critical national priority (CNP) for the provision of nationally significant low carbon infrastructure, meaning for electricity generation all onshore and offshore generation that does not involve fossil fuel.
- 3.2.10. 2024 NPS EN-3 makes specific provision for solar photovoltaic (PV) projects of greater than 50MW in England. It sets out that the Government has committed to sustained growth in solar capacity to ensure that we are on a pathway that allows us to meet net zero emissions by 2050. Government expects a five-fold increase in combined ground and rooftop solar deployment by 2035 (up to 70GW). As such, solar is a key part of the Government's strategy for low-cost decarbonisation of the energy sector (Section 2.10).

- 3.2.11. In terms of scale, 2024 NPS EN-3 refers to solar farms requiring between 2 to 4 acres for each MW of output. A typical 50MW solar farm will consist of around 100,000 to 150,000 panels and cover between 125 to 200 acres. However, this will vary significantly with some being larger and some being smaller. This is also expected to change over time as the technology continues to evolve to become more efficient. Nevertheless, this scale of development will inevitably have impacts, particularly if sited in rural areas (para 2.10.17).
- 3.2.12. There is recognition that the installed generating capacity of a solar farm will decline over time in correlation with the reduction in panel array efficiency. As such, Applicants may account for this by overplanting solar array panels (para 2.10.55). Footnote 92 sets out that this means that the installed generating capacity is larger than the grid connection, so that the degradation of panel efficiency is factored in and the grid connection is maximised across the lifetime of the development. Reasonable overplanting is acceptable as long as the electricity export does not exceed the installed capacity threshold throughout the operational life of the development, and the impacts are assessed on this basis.
- 3.2.13. Reference is made to project lifetimes typically having an upper limit of 40 years, although applicants may seek consent without a time-period or for differing time-periods of operation (para 2.10.65).
- 3.2.14. The provisions of 2011 NSP EN-5 relate to electricity networks infrastructure and supplements 2011 NPS EN-1 by providing technology specific information. In this case the proposed new substations, cable connections and associated infrastructure come within the scope of 2011 NPS EN-5. Similar provisions are found in 2024 NPS EN-5.

Alternatives, site selection and design

- 3.2.15. 2011 NPS EN-1 sets out that from a policy perspective this NPS does not contain any general requirement to consider alternatives to establish whether the proposed project presents the best option (para 4.4.1). However, applicants are required to include in their Environmental Statement (ES) information about the main alternatives they have studied and include an indication of the main reasons for the choice made, taking into account the environmental, social and economic effects including technical and commercial feasibility (para 4.4.2).
- 3.2.16. Furthermore, given the need for new energy infrastructure, the consideration of alternatives should be carried out in a proportionate manner. Consideration should be given to whether there is a realistic prospect of the alternative delivering the same infrastructure capacity (including energy security and climate change benefits) in the same timescale as the proposed development. The SoS should not reject an application on one site simply because fewer adverse effects would result from developing similar infrastructure on another similar site. Also, alternatives not amongst the main alternatives studied by the applicant should only be considered to the extent that the SoS thinks that they are both important and relevant to the decision (para 4.4.3). These provisions are carried forward in 2024 NPS EN-1
- 3.2.17. Reference is also made to the importance of a grid connection, noting that whilst it is for an Applicant to ensure that there will be the necessary infrastructure and capacity within a transmission or distribution network to accommodate the electricity generated, the Secretary of State (SoS) will need to be satisfied that there is no obvious reason why a grid connection would not be possible (para 4.9.1).

- 3.2.18. In terms of siting, 2024 NPS EN-3 refers to the British Energy Security Strategy in setting out that Government is supportive of solar that is co-located with other functions (for example, agriculture, onshore wind generation, or storage) to maximise the efficiency of land use (para 2.10.10). The Powering Up Britain: Energy Security Plan's support for large scale ground-mounted solar deployment across the UK by looking for development mainly on brownfield, industrial and low and medium grade agricultural land is also noted. This sets out that solar and farming can be complementary, supporting each other financially, environmentally and through shared use of land (para 2.10.11)
- 3.2.19. While land type should not be a predominating factor in determining the suitability of the site location, applicants should, where possible, utilise suitable previously developed land, brownfield land, contaminated land and industrial land. Where the proposed use of any agricultural land has been shown to be necessary, poorer quality land should be preferred to higher quality land avoiding the use of Best and Most Versatile agricultural land (BMV land) where possible. That is agricultural land classed at grade 1,2 and 3a of the Agricultural Land Classification (para 2.10.29). Whilst the development of ground mounted solar arrays is not prohibited on BMV land, the impacts are expected to be considered (para 2.10.30).
- 3.2.20. Further, at this scale, it is likely that such developments will use some agricultural land. It sets out that applicants should explain their choice of site, noting the preference for development to be on suitable brownfield, industrial and low and medium grade agricultural land (para 2.10.31).
- 3.2.21. 2024 NPS EN-3 also sets out factors and policy provisions that are likely to influence the site selection and design processes. These include:
- Irradiance and site topography
 - Network connection
 - Proximity of a site to dwellings
 - Agriculture land classification and land type
 - Accessibility
 - Public rights of ways
 - Security and lighting
- 3.2.22. Specific considerations for solar farm site layout, design and appearance include proximity to available grid capacity to accommodate the scale of generation, orientation, topography, previous land-use, and ability to mitigate environmental impacts and flood risk (para 2.10.60).
- 3.2.23. Finally, Section 4.7 of 2024 NPS EN-1 sets out the importance of good design for energy infrastructure, noting that high quality and inclusive design goes far beyond aesthetic considerations. The functionality of an object – be it a building or other type of infrastructure – including fitness for purpose and sustainability, is equally important. It sets out that applying good design for energy projects should produce sustainable infrastructure sensitive to place, including impacts on heritage, efficient in the use of natural resources, including the land-use, and the energy used in their construction and operation, matched by an appearance that demonstrates good aesthetic as far as possible. It is acknowledged, however that the nature of energy infrastructure development will often limit the extent to which it can contribute to the enhancement of the quality of the area (para 4.7.2).
- 3.2.24. Given the benefits of good design in mitigating the adverse impacts of a project, applicants should consider how good design can be applied during the early stages

of the project lifecycle (para 4.7.4). Specifically, the appointment of a project board level design champion, the use of a representative design panel and the establishment of design principles the outset, are suggested as means of ensuring that good design is embedded within the project development (para 4.7.5).

NATIONAL PLANNING POLICY FRAMEWORK (NPPF)

- 3.2.25. Section 14 of the NPPF sets out the need for the planning system to support the transition to a low carbon future in a changing climate, taking full account of flood risk and coastal change, including by supporting renewable and low carbon energy and associated infrastructure.
- 3.2.26. Paragraph 163 sets out that when determining planning applications for renewable and low carbon development, local planning authorities should not require applicants to demonstrate the overall need for renewable or low carbon energy; and should approve the application if its impacts are (or can be made) acceptable.
- 3.2.27. With regard to conserving and enhancing the natural environment, footnote 62 sets out that where significant development of agricultural land is demonstrated to be necessary, areas of poorer quality land should be preferred to those of a higher quality.
- 3.2.28. The Planning Practice Guidance (PPG) refers to increasing the amount of energy from renewable and low carbon technologies helping to make sure the UK has a secure energy supply, reduce greenhouse gas emissions to slow down climate change and stimulate investment in new jobs and businesses.⁶ It also sets out the planning considerations relating to large scale solar farms.⁷

DEVELOPMENT PLAN

- 3.2.29. The Central Lincolnshire Local Plan (CLLP) Policy S14 sets out the commitment to supporting the transition to a net zero carbon future and seeking to maximise appropriately located renewable energy generated in Central Lincolnshire (such energy likely being wind and solar based). Proposals for renewable energy schemes, including ancillary development, will be supported where the direct, indirect, individual and cumulative impacts on matters including scale, siting and design, biodiversity, flood risk, heritage assets, their settings and the historic landscape, highway safety and rail safety, aviation and defence navigation system/communications, and the amenity of sensitive neighbouring uses are, or will be made, acceptable.
- 3.2.30. Policy S16 sets out that where planning permission is needed from a Central Lincolnshire authority, support will be given to proposals which are necessary for, or form part of, the transition to a net zero carbon sub-region, which could include: energy storage facilities (such as battery storage or thermal storage); and upgraded or new electricity facilities (such as transmission facilities, sub-stations or other electricity infrastructure).
- 3.2.31. Policy DM10 of the Bassetlaw Core Strategy & Development Management Policies Development Plan Document 2011 (Bassetlaw Core Strategy) sets out that there will be support for proposals that seek to utilise renewable and low carbon energy to minimise CO2 emissions. Proposals for renewable and low carbon energy

⁶ PPG Paragraph: 001 Reference ID: 5-001-20140306

⁷ PPG Paragraph: 013 Reference ID: 5-013-20150327

infrastructure will also need to demonstrate that they are compatible with policies to safeguard the built and natural environment, will not lead to the loss of or damage to high-grade agricultural land, are compatible with tourism and recreational facilities, will not result in unacceptable impacts in terms of visual appearance; noise; shadow-flicker; watercourse engineering and hydrological impacts; pollution; or traffic generation and will not result in an unacceptable cumulative impact in relation to the factors above.

THE APPLICANT'S APPROACH

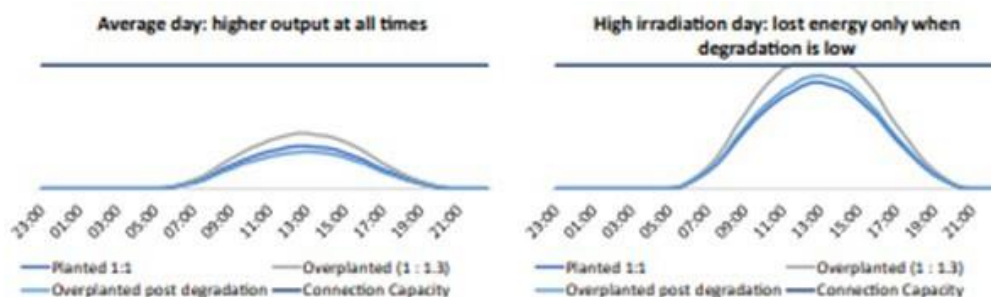
Need

- 3.2.32. The Applicant has set out the need for the Proposed Development in the Statement of Need [\[APP-320\]](#). A partial review of the Statement of Need in the light of policy updates post-dating the receipt of the Application was provided following Issue Specific Hearing (ISH) 1 (Appendix B of [\[REP1-052\]](#)). In summary, the Statement of Need refers to the need for solar building on the 2011 NPS, describing how the Proposed Development addresses all of the relevant aspects of established and emerging government Policy, including the revised 2024 NPS EN-1 and 2024 NPS EN-3. More specifically, it sets out the case for need as being built on the three important national policy aims of decarbonisation, that is Net Zero and the importance of deploying zero-carbon generation assets at scale; security of supply (geographically and technologically diverse supplies); and affordability.
- 3.2.33. It sets out the UK's legal requirement to decarbonise and explains how that requirement has developed an increased need and urgency to meet the UK's obligations under the Paris Agreement (2015). Specifically it refers to the conclusions of the Climate Change Committee Sixth Carbon Budget and 2022 Progress Report, which sets out that any new low-carbon power generation schemes delivered this decade will make essential contributions to fighting climate change, and many more schemes than those currently under development will be required to meet Net Zero, hence establishing the need for the development of large-scale solar schemes in the crucial 2020's.
- 3.2.34. It sets out that future electricity demand will grow significantly through the decarbonisation-through-electrification of other industry sectors. In terms of the contribution of solar generation to security of supply, both from an availability and a system operation perspective, it concludes that the Proposed Development would contribute to an adequate and dependable generation mix.
- 3.2.35. The Statement of Need also sets out an analysis of the economic viability of large-scale solar generation as a future contributor to a low-carbon electricity supply system for Great Britain, in comparison to alternative technologies. Specifically, it refers to larger schemes as being likely to bring about greater economic, decarbonisation and security of supply benefits than any combination of smaller independent schemes comprising an equivalent total installed capacity.
- 3.2.36. It also refers to the role of integration technologies in the future Net Zero energy system, in particular the cross-vector nature of the mean viable pathways to a Net Zero future, which lead to an increasing requirement for low-carbon electricity generation capacity. It describes how the greater capacities of low-carbon generation can be integrated to the energy system by deploying integration technologies such as hydrogen and Battery Energy Storage Systems (BESS).
- 3.2.37. Overall the Applicant's Statement of Need concludes at paragraph 12.1.6 [\[APP-320\]](#) "*that the meaningful and timely contributions offered by the [Proposed*

Development] to UK decarbonisation and security of supply, while helping lower bills for consumers throughout its operational life, will be critical on the path to Net Zero. Without the Scheme, a significant and vital opportunity to develop a large-scale low-carbon generation scheme will have been passed over, increasing materially the risk that future Carbon Budgets and Net Zero 2050 will not be achieved.”

- 3.2.38. In terms of scale and output, the Scheme Description in the ES Chapter 4 sets out that the Order Limits comprise 886.4ha of land, with the area occupied by solar PV [\[APP-042\]](#) arrays at West Burton 1 (WB1), West Burton 2 (WB2) and West Burton 3 (WB3) (90.99ha + 275.73ha + 367.27ha) being around 734ha. This maximum surface area is referred to as comprising Work No 1, the solar PV generating stations, rather than the generating capacity, technology type and size of individual PV panels, noting that PV technologies are developing rapidly.
- 3.2.39. The Grid Connection Statement [\[APP-316\]](#) refers to the Grid Connection Agreement allowing the Applicant to export the electricity produced, not to exceed 480MW. It also allows for the import of up to 20MW of electrical energy to be stored in a BESS, which would be exported at a different time back to the National Electricity Transmission System (NETS).
- 3.2.40. The Planning Statement [\[REP7-020\]](#) paragraph 6.4.11 sets out that the generating capacity of the Proposed Development would make a significant contribution towards meeting national energy demand, replacing approximately 24% of the former generating capacity of the coal powered West Burton A Power Station.
- 3.2.41. Noting the degradation of solar efficiency over time, the Statement of Need [\[APP-320\]](#) sets out that such degradation is managed by ‘overplanting’ the installed capacity at construction. It sets out that overplanting means that more low-carbon power is generated at times of lower irradiation and at those times output would not be limited by the grid connection capacity. Paragraph 7.7.3 refers to this being illustrated in the diagram reproduced at Figure 4⁸.

Figure 4: Comparison of energy output on an average day vs high irradiation day



- 3.2.42. As originally submitted the draft Development Consent Order (dDCO) did not specify a time limit for the operational phase of the development. However, at Deadline (DL) 1 Requirement 21 of the dDCO [\[REP1-006\]](#) was amended to require that decommissioning take place within 60 years of the final commissioning date of

1.1.1. ⁸ Author analysis from Statement of Need [\[APP-320\]](#), Figure 7.5, illustration of energy lost during periods of high irradiation but greater low-carbon energy at all times on overplanted solar schemes vs 1:1 schemes

the Proposed Development. Noting that the assessment of the effects of the Proposed Development in the ES had taken place on the basis of a 40 year operational life, a further document reviewing the Likely Significant Effects at 60 years [\[REP1-060\]](#) was also submitted at DL1.

Alternatives, site selection and design

- 3.2.43. The Applicant's consideration of Alternatives and Design Evolution is set out in ES Chapter 5 [\[APP-043\]](#), with Appendix 5.1 [\[APP-071\]](#) and Appendix 5.1 Revision A [\[AS-004\]](#) setting out further detail. The Planning Statement [\[REP7-020\]](#) Section 6.3, also sets out the approach to alternative sites and site selection in terms of the consideration of planning policy requirements
- 3.2.44. ES Chapter 5 [\[APP-043\]](#) sets out consideration of alternative sites, technologies, layouts for the panel areas, substation locations and cable routes. In terms of the selection of the location of the Proposed Development, a systematic step-by-step sequential assessment was followed. This is considered to provide confirmation of site suitability when considered against potential alternatives. It explains that stage 1 identified the area of search. With a viable grid connection point at West Burton Power Station (PoC) and an offer for 480MW made by National Grid, the Applicant proceeded to look at sites that could accommodate a solar project to support the grid capacity. For a grid connection of 480MW, a site size of approximately 960 ha was preferred, along with a flat site or a site with a southerly aspect, though the Applicant generally sought to find a site around 10% larger than needed for the grid connection offer (up to 1100ha).
- 3.2.45. An initial search area of a 5km radius from the PoC was later expanded, with the preference for identifying land as close to the PoC as possible. The search area was enlarged incrementally until suitable options were found within a 15km radius, which is considered by the Applicant to be a viable cable connection distance for a solar project of this scale. Stage 2 of the site selection assessment included the mapping of planning, environmental and spatial constraints.
- 3.2.46. Stage 3 then applied key operational criteria for large scale solar development in terms of site size, land assembly and site topography to further refine the unconstrained areas identified at stage 2. More specifically, the Applicant's analysis considered the minimum area for large scale solar to be economically viable was at least 40ha of contiguous land for an individual site, with a topographical requirement of a 3% gradient or less also used.
- 3.2.47. The use of previously developed land (PDL), commercial rooftops and alternative locations proposed by consultees through the statutory consultation stage were considered. No brownfield land or commercial rooftops that met the minimum individual site size threshold, or the area of approximately 1100ha required for a network of sites in close proximity for the whole development, were identified within the 15km search area. One potential development area was identified on Grade 4, 5 or unclassified land at RAF Scampton, though this was beyond the 15km search area. The constraints imposed by the position of other proposed NSIP sites was also noted.
- 3.2.48. Given these assessment findings it was then necessary to consider Grade 3 agricultural land, within the BMV land category. Local agents provided information regarding potentially willing landowners with large-scale land holdings within the Grade 3 land area. This resulted in the identification of three potential development areas in addition to the West Burton original draft site area.

- 3.2.49. Stage 4 then assessed the potential development areas against planning, environmental and other operational assessment indicators derived from national and local planning and environmental policy objectives and the operational requirements of the Proposed Development. This assessment sought to maximise the use of low grade, non-best BMV agricultural land.
- 3.2.50. Appendix 5.1 Rev A [\[AS-004\]](#) sets out how other sites, which could potentially be suitable, performed relative to the sites where the Proposed Development would be located. The Applicant states at ES Chapter 5 paragraph 5.2.11 [\[APP-043\]](#) that a 'no development' scenario was not considered further this would not be a reasonable alternative to the Proposed Development as it would not deliver the additional electricity generation and energy storage proposed.
- 3.2.51. The reasons for the selection of the sites for the Proposed Development are summarised at paragraph 5.5.45 of ES Chapter 5 [\[APP-043\]](#). This refers to the fact that they are predominantly within Lincolnshire, an optimal region within the UK to locate a large scale solar farm due to good irradiation levels and suitable topography. In addition, the decommissioning of large coal fired power stations within the region has led to the availability of significant grid capacity at available and accessible connection points. More specifically, the area identified:
- Maximises the utilisation of low grade, non BMV agricultural land with 73.76% of the land being classified as non BMV land;
 - Is not located within internationally and nationally designated biodiversity sites and can avoid direct impacts on locally designated biodiversity sites;
 - Is not located within or adjacent to Areas of Outstanding Natural Beauty or designated areas of local landscape value;
 - Can avoid direct physical impact on designated heritage assets;
 - Is predominantly within Environment Agency flood zone 1 and has been demonstrated to be at a low risk of flooding;
 - Has good transport access for construction and operational maintenance, with good links to the strategic road network (the A15, A46, M180) via the A1500, A156, and A57;
 - Is of a suitable size and has excellent topographical characteristics which meet the requirement to generate 480MW of electricity;
 - Can access available capacity to connect to the NETS at West Burton Power Station that can be completed within a reasonable timeframe and cost;
 - Is within four land ownerships, and this small number of landowners is advantageous in terms of minimising project complexity, legal complexity and cost; and
 - Has limited land use conflicts with respect to local development plan allocations and displacement of existing businesses.
- 3.2.52. At this stage a further site of 247.3 ha known as West Burton 4 was included as part of the area for the Proposed Development. However, noting that this area includes a mix of Grade 1, Grade 2 and Grade 3a land, it was removed in order to reduce impacts on BMV land.
- 3.2.53. Alternative types of low-carbon forms of electricity generation for utilising the existing West Burton Power Station PoC capacity were not considered by the Applicant, a solar PV and energy storage developer. Notwithstanding this, it is not considered that the Order Limits would be suitable for other forms of renewable generation at the same scale as the Proposed Development.

- 3.2.54. Overall, the Applicant concludes in Section 6.3 of the Planning Statement [\[REP7-020\]](#) that:
- In terms of the alternative sites, alternative technologies, alternative site layouts, and alternative cable routing, no suitable alternatives have been identified;
 - Whilst a significant residual adverse effect would be anticipated on harvest mice, skylark and grey partridge at a site and local level respectively, there are no suitable alternative sites;
 - Parts of the sites fall within Flood Zones 2 and 3. The sequential test and exceptions test have been applied and passed; and
 - Consideration has been given to the use of brownfield sites and alternative sites that comprise agricultural land that is not classed as BMV. No better alternative sites on brownfield land or on lower grade agricultural land were identified.
- 3.2.55. The Applicant therefore sets out that the Proposed Development would accord with the policy requirements in terms of site selection.
- 3.2.56. Turning to design matters and specifically the management of the integration of this large scale solar development, the Design and Access Statement [\[APP-315\]](#) sets out key design objectives. These include having sensitivity to the surrounding landscape, limiting the impact on views for key landscape receptors, residential properties, and recreational routes. More specifically, the design of the Proposed Development has sought to ensure that its siting and scale can be contained in the local landscape, with measures included to mitigate against direct impacts, whilst employing planting and landscaping improvements to enhance existing landscape features and assist with assimilation in the existing working agricultural landscape.
- 3.2.57. Section 6.4 of the Planning Statement [\[REP7-020\]](#) considered the approach to good design, setting out what are considered to be the relevant parts of NPS and local policy provisions. These are summarised at paragraph 6.4.7:
- Achieve high quality of design;
 - Make effective and efficient use of land;
 - Respect the local context and complement the landform, layout, building orientation, scale, height, massing, type, materials, details and landscaping of the surrounding areas;
 - Not result in the visual or physical coalescence with any neighbouring settlement;
 - Positively preserve, enhance and integrate landscape and townscape features, and natural and heritage assets;
 - Incorporate and retain as far as possible existing natural and historic features such as hedgerows, trees, ponds, boundary walls, field patterns, buildings or structures;
 - Protect any important local views into, out of or through the site;
 - Incorporate and/or link [the Proposed Development to a well-defined infrastructure network of well managed and maintained public and open spaces;
 - Incorporate high quality landscape design and maximise opportunities for greening, particularly where a development site adjoins the countryside;
 - Use sustainable design and construction, with modern construction methods and durable materials, where practicable;
 - Minimise energy consumption by maximising opportunities for passive solar energy and integrating renewable and low carbon technologies where practicable;
 - Mitigate flood risk and water runoff;
 - Create well connected places that prioritise the needs of pedestrians and

- cyclists;
- Protect residential amenity; and,
- Provide opportunities to promote healthy living and wellbeing.

3.2.58. Paragraph 6.4.8 of the Planning Statement [\[REP7-020\]](#) describes the iterative design development process which commenced at an early stage. It sets out that the design and layout addresses the key opportunities and challenges of the sites and the context and setting within which they are located. It refers to design team working collaboratively to provide an integrated and responsive design which has been informed by stakeholder engagement. Through the design process, the Applicant considers that account has been taken of the context and features of the land within the Order Limits and its surroundings to develop a good design that meets the requirements and objectives of the policies described above.

3.2.59. The role of the Design Champion is set out in the Concept Design Parameters and Principles document [\[REP5-094\]](#) at Section 1.2. This sets out that the team has had a Design Champion leading the multi-disciplinary approach to the design of the Proposed Development from the initial stages. This person led the development of plans showing key constraints to development and the site layout. A design champion would continue to perform the same functions through the post-consent detailed design stages.

3.2.60. The Examining Authority (ExA) notes that detailed design matters have been addressed in the relevant sections, including those relating to Landscape and Visual matters (Section 3.3), the Historic Environment (Section 3.4), Biodiversity and Ecology (Section 3.5), the Water Environment and Flooding (Section 3.11) and Other Planning Matters (Section 3.14).

ISSUES CONSIDERED DURING THE EXAMINATION

NEED FOR AND SUITABILITY OF LARGE-SCALE SOLAR GENERATION

3.2.61. Overall, the parties to the Examination agreed that there is an urgent need to deliver low-carbon energy generation involving a range of technologies. Consideration of the 'need' case examined matters including: the policy support for large scale solar; the suitability and efficiency of solar as a source of renewable energy; and the generating capacity and scale of the Proposed Development.

Policy Support for large scale solar

3.2.62. The Applicant set out their position on the need for the Proposed Development with reference to helping to deliver UK decarbonisation, increasing UK security of energy supply, and delivering on the affordability of electricity to UK consumers [\[REP1-052\]](#).

3.2.63. Particular reference was made to the Committee on Climate Change publishing their annual Progress Report (CCC) to Parliament in June 2023 [\[APP-320\]](#), in terms of supporting the urgent need to decarbonise, noting the “*substantial lead-times*” associated with some of the key planks of the UK Net Zero Strategy. In this context reference was made to urgent delivery of proven renewable generation technologies including large-scale solar generation, that can be delivered in quick order to meet this need.

3.2.64. The Applicant also set out evidence that the total capacity of solar generation projects currently being promoted is not of a sufficient quantity to meet Government targets. Reference was made to the National Grid’s Future Energy Scenario’s

publication 2023 (FES) [\[APP-320\]](#), indicating that up to 90GW of solar is needed by 2050. Specifically, the FES set out the projections of the capacity of solar generation required to deliver a net-zero consistent system: these are 25– 2GW by 2030, and 57– 92GW by 2050 [\[APP-320\]](#). The implication is that there is not yet sufficient solar generation to meet Net Zero requirements.

- 3.2.65. The ExA’s First Written Question (ExQ1) 1.1.11 sought comments on the implications for Net Zero and climate change commitments should the Proposed Development in isolation, or in conjunction with others, not be implemented. In response interested parties (IP) suggested that not approving such large-scale schemes would have the effect of discouraging extremely large-scale ground-mounted solar developments, and in so doing provide time for the evolution of greater co-ordination and planning of the energy system, as well as greater certainty over the role land will play in the decarbonisation journey ([\[REP3-049\]](#)). Also, there is no explicit target for large-scale ground-mounted solar development in the UK.
- 3.2.66. In response to ExQ1 1.9.1 requesting comments on the implications of recent Government publications, the Applicant quotes the Powering Up Britain’s Energy Security Plan in setting out clarity on how the Government anticipates its ambition of 70GW of solar by 2035 will be met [\[REP3-038\]](#). Whilst by 2023 15GW of solar was generating clean and zero-carbon electricity in the UK, it notes that the UK has huge deployment potential for solar power, with the aim being for 70GW of ground and rooftop capacity together by 2035. Rooftop solar “*remains a key priority for the Government*”, though it is also recognised that “*Ground-mounted solar is one of the cheapest forms of electricity generation and is readily deployable at scale. As such, it sets out that Government seeks large scale ground-mounted solar deployment across the UK.*”
- 3.2.67. Quoting the same report, interested parties (IP) (for example, the IP known as 7000 Acres [\[REP3-049\]](#)) note that large scale solar is referred to as being “*mainly on brownfield, industrial and low/medium grade agricultural land*”. 7000 Acres also note that in recent Government reports relating to decarbonisation, solar features very little in the landscape of key challenges. Specifically, the only clear action regarding solar is for a “*rooftop solar revolution*”. Referring to the fact that roof-top deployment is rising again, it is suggested that the Government ambition for 70GW of solar can be achieved without the need for such large-scale ground mounted solar. Reference is made to the CCC Report which sets out that the estimated installation rates to meet the 70GW ambition by 2035 as requiring 4.3 GW per year of solar, with “*4.1 GW of solar having been achieved historically*”.
- 3.2.68. In response, the Applicant agrees that the required build-out rate to hit Government’s target of 70GW in 2035 is only 0.2GW higher than the historical max annual build in the UK. However, the evidence shows that when this occurred in 2015 this was a single, isolated historical achievement. It is not the case therefore that, as suggested in this response, build rates for solar remain close to their historical peak. The Applicant also notes that to achieve the CCC targets would require a significant increase in historical achievements in relation to the build-out of nuclear and wind, with a significant risk of non-delivery. It is suggested that it may therefore be the case that solar capacity will need to grow to achieve the same decarbonisation outcome from a different technology mix, possibly with less nuclear or wind generation [\[REP4-066\]](#).
- 3.2.69. With reference to 2024 NPS EN-1 setting out the CNP for the provision of nationally significant low carbon infrastructure, IPs have referred to the fact that the definition of CNP projects has evolved. In earlier drafts this related only to new offshore wind

infrastructure [\[REP4-089\]](#). As a result, it is suggested that the definition of CNP is rendered effectively meaningless within the NPS, as there is no differentiation between technologies, despite their differing contributions. Nonetheless, 2024 NPS EN-1 paragraph 3.3.61 sets out that solar is one of the types of infrastructure established by this NPS for which a combination of many or all of them is urgently required for both energy security and Net Zero.

- 3.2.70. Noting that the Proposed Development contains BMV agricultural land, ExQ2 2.1.1 questioned the implications of the NPPF December 2023 update reference to policy provisions relating to agricultural land. Specifically footnote 62 sets out that where significant development of agricultural land is demonstrated to be necessary, areas of poorer quality land should be preferred to those of a higher quality. In their response to ExQ2 2.1.1 [\[REP5-042\]](#) Lincolnshire County Council (LCC) note that this is an '*additional test*' for assessing development that results in the loss of any agricultural land that could be used for food production.
- 3.2.71. In response to the same question, West Lindsey District Council (WLDC) [\[REP5-047\]](#) stated that the footnote 62 test should be read in conjunction with the reference in paragraph 2.10.11 of 2024 NPS EN-3 to the Powering Up Britain: Energy Security Plan. This sets out that in seeking large scale ground-mounted solar deployment across the UK, Government is looking for development mainly on brownfield, industrial and low and medium grade agricultural land. It refers to deployment of solar technology that delivers environmental benefits, with consideration for ongoing food production or environmental improvement. It is suggested that a key link between the two policy requirements is that applicants must demonstrate that the extent to which agricultural land used for food production will be 'available' in the event solar farm development is implemented.
- 3.2.72. The Applicant's view, explained in ISH3 [\[REP4-070\]](#), is that footnote 62 is not directed specifically at energy related development, adding that it relates equally to mixed use housing development or other types of developments, such as mines and minerals that would have a permanent impact on agricultural land. More specifically, this requirement must be considered in the context of 2024 NPS EN-3 which recognises that solar farms may be located on agricultural land where necessary (para 2.10.29). 2024 NPS EN-3 provisions also require that applicants should explain their choice of site, noting the preference for siting on brownfield or lower grade agricultural land. In response to the WLDC suggestion that some level of availability for ongoing food production should be demonstrated, the Applicant's view is that it would not be appropriate to attempt to compel a minimum threshold of agricultural production on land within a solar farm, where no such compulsion exists at present [\[REP5-038\]](#).
- 3.2.73. ExQ2 2.2.7 sought views on the relevance of the Written Ministerial Statement of March 2015 (the WMS) relating to the need for justification for the use of BMV land for solar development with "*the most compelling evidence*". Whilst LCC [\[REP5-042\]](#) and WLDC [\[REP5-047\]](#) consider that this is still Government policy and should therefore carry 'significant weight', the Applicant's position [\[REP5-039\]](#) is that the WMS needs to be read in conjunction with the NPS of 2024. Nonetheless, the WMS test has been met because non-BMV land has been used as far as practicable and compelling evidence as to the need to include a small element of BMV land has been provided.
- 3.2.74. In response to the same question (ExQ2 2.2.7), 7000 Acres referred to a decision relating to a Town and Country Planning Act solar scheme at Lullington in Derbyshire [\[REP5-051\]](#). They noted that the decision to dismiss the appeal, upheld

in the High Court in 2023, demonstrated the importance of farming land and food production. In response, the Applicant set out that this is not a relevant consideration, noting that the Proposed Development is a NSIP examined under the Planning Act 2008 and that more recent policy provisions are of greater relevance [\[REP6-047\]](#).

3.2.75. The suggested tension between the role of agricultural land in providing food security and energy security, particularly noting recent world events, was also referred to by many IPs (for example [\[RR-245\]](#)). In this regard reference is made to the Department for Environment, Food and Rural Affairs (Defra) Government Food Strategy (2022) in emphasising the importance of domestic food production. However, the Applicant sets out that the relevant assessment for policy purposes (and therefore decision-making purposes under the PA2008) is one that is based on the grade of the agricultural land, rather than its current use and the intensity of that use. Reference was also made to the Defra UK Food Security Report which highlights that the key threats to UK food security include climate change and soil degradation [\[REP1-050\]](#).

3.2.76. Finally in relation to policy, it is suggested by some IPs that there has been a failure to consider the provisions of local and regional policy and strategy, specifically the fundamentals of the planning requirements and objectives that have been set out at a high level (for example, 7000 Acres [\[REP3-049\]](#)). In response, the Applicant has referred to the planning policy appraisal of the Proposed Development's compliance with relevant policy documents in the Planning Statement, Appendix D Local Planning Policy Accordance Table [\[REP7-020\]](#).

ExA's reasoning: Policy Support for large scale solar

3.2.77. Looking at the legislative and policy context, as well as the evidence considered during the Examination, the ExA is clear that there is a compelling case for the delivery of renewable energy at pace. Solar generation will play an important role as part of the technology mix, noting that it can be deployed with relative speed. In this sense the ExA gives significant weight to 2024 NPS EN-3 in setting out the CNP for the provision of such infrastructure. Whilst the policy priority is clearly for avoidance of agricultural land, particularly BMV land, where this is necessary it is important that the consequences and impacts are fully considered. In this regard the ExA's view is that the WMS provisions must be considered in the light of these more up to date Government policy provisions. More generally, the ExA has regard to the range of local and regional policy provisions as the context for consideration of the Proposed Development, as set out in [Chapter 2](#).

Suitability and efficiency of solar as a source of renewable energy

3.2.78. Turning to the matters raised around the suitability and efficiency of solar as a source of renewable energy, IPs set out their view that the UK is a small windy island not a large sunny one meaning that solar cannot be a primary generator (for example 7000 Acres at [\[REP3-060\]](#)). In this regard the amount of power that can be produced in the UK is one of the lowest in the world. Specifically, solar is seen to be an inefficient source of power compared to alternatives, noting its intermittency. In this regard peak solar output is when demand is typically very low. When power is most needed during winter evenings, solar produces nothing. It is also noted that when too much power is produced on summer days there is a "curtailment" whereby excess renewable power is switched off [\[REP1A-026\]](#).

3.2.79. In addressing these points, the Applicant refers to the fact that, as noted above, a significant increase in UK electricity generation capacity is required to meet growing

demand and deliver security of supply, replacing the output from retiring fossil fuel plants. The role of solar as part of a mix of technologies delivering a low-carbon, secure and affordable UK energy supply was noted, with reference to large scale solar being part of the 'answer' to net zero and energy security, referred to in 2024 NPS EN-1 and 2024 NPS EN-3.

- 3.2.80. Because the weather is uncontrollable, more capacity is needed to ensure that demand can be met even when renewable output is low. In this regard the Applicant referred to the need for a year-round consideration. As there is also seasonality associated with wind generation, alternate sources of low-carbon power will be required to meet system adequacy. More specifically, the Applicant refers to Figures 8.1 and 8.2 of the Statement of Need [\[APP-320\]](#) in seeking to demonstrate that, over longer time periods, wind and solar are likely to complement each other, alongside other technologies, in the provision of a reliable electricity supply.
- 3.2.81. The fact that the efficiency of solar generation in the UK not as high as in some locations elsewhere in the world is not considered to undermine the Applicant's need case. The 'load factor' relating to solar generation sets out the ratio of the actual electricity output to the theoretical maximum possible output. The Applicant refers to Table 7.1 of the Statement of Need [\[APP-320\]](#) in setting out that at UK's average solar load factor (11%), solar generation produces much more energy per hectare than biogas, and generates a similar amount of energy as onshore wind. More specifically, at ISH1 the Applicant explained that on average in the UK since 2016, solar has achieved a load factor of 10.3%, but has varied from 9.9% to 11.1% over those seven years (2016-2023). 10.3-10.5% is considered a good approximation of the level of generation from this site [\[REP1-052\]](#), though this would vary depending on whether fixed or tracker panels were used.
- 3.2.82. In terms of curtailment, the Applicant refers to the fact that the Proposed Development would be linked to a well-connected section of the NETS which has available transmission capacity and is unlikely to cause the Proposed Development to be curtailed. In the event that the Proposed Development was required to curtail, the inclusion of a BESS would provide an additional tool to the operator to store any excess generation for dispatch to the system when it is needed [\[REP3-035\]](#). The energy balancing role of the BESS is described in more detail in the Applicant's response to WQ1 1.1.12 in terms of both exporting and importing energy from the NETS [\[REP3-038\]](#).
- 3.2.83. More generally, it is suggested that future curtailment, if/when it occurs, would be a 'good' problem for the UK power sector to have. It would show that large capacities of renewable generation have been built, providing consumer and/or supply side flexibility to make efficient use of this resource and drive further security of supply, decarbonisation and affordability benefits.
- 3.2.84. In terms of affordability, IPs comment that solar provides power when demand is typically at its lowest in the UK, and along with the economics of supply and demand, this is when the prices are also typically at their lowest. The claimed economic benefit of solar in terms of energy prices is to be marginal at best (7000 Acres [\[RR-001\]](#)). In response, the Applicant refers to Figure 7.5 of the Statement of Need [\[APP-320\]](#) (reproduced at Figure 4 above) in showing that solar energy is produced during daylight hours and energy consumption is higher during daylight hours than overnight. It is therefore not the case that solar produces power when demand is typically at its lowest in the UK.

- 3.2.85. The Applicant also refers to the UK's market pricing mechanism, demonstrating that by increasing solar capacity (which has near zero marginal costs and zero marginal carbon emissions) expensive carbon emitting plant will be displaced from the grid. Further, because of the forecastable nature of solar energy, storage schemes connected to the NETS will be incentivised to capture any generation which may be surplus to requirements and store it for later use, again bringing carbon and cost benefits to the UK's electricity system.
- 3.2.86. Reference is made in written representations (WR) to other renewable energy projects in the pipeline, such as Sizewell C, and the commitment to a major expansion of offshore wind capacity as a basis for suggesting that the Proposed Development is not needed [\[REP3-061\]](#). The Applicant's view is that none of these projects are valid alternatives for the Proposed Development because some may not deliver. Of those that do deliver, they may not do so in time to meet the urgency of the need for low-carbon generation. Also, those that do deliver are likely to be needed as well as, rather than instead of, the Proposed Development [\[REP4-066\]](#). In this case the Planning Statement sets out that it is anticipated that, if consented, the Proposed Development could be operational by 2029 [\[APP-313\]](#).

ExA's reasoning: Suitability and efficiency of solar as a source of renewable energy

- 3.2.87. The ExA's view is that the policy case for solar generation is now clear, and that significant weight should be given to the provisions of 2024 NPS EN-3. 2024 NPS EN-1 also sets out the evolving technological and legal context supporting wind and solar as low cost, clean and secure sources of renewable supply. The ExA's position is that these provisions recognise both the benefits and constraints, of solar generation in the UK when it is considered as part of a sustainable mix of future renewable energy sources.

Generating capacity and scale of the Proposed Development

- 3.2.88. Turning to the generating capacity of the Proposed Development, this would not be capped. At ISH1 [\[REP1-052\]](#) the Applicant set out that the final generating capacity would be dependent on firstly the area of Work No 1 (the solar PV stations at WB1, WB2 and WB3) and the controls agreed as part of the Development Consent Order (DCO) around deployment of solar panels on that area. This would include any agreed mitigations resulting in the 'developable area' for the solar panels, substations and associated infrastructure; and secondly the detailed design and technology choice including panel selection, orientation and spacing.
- 3.2.89. During ISH1 [\[REP1-052\]](#) the Applicant explained the approach to overplanting, noted in 2024 NPS EN-3 footnote 92 as "*the situation in which the installed generating capacity or nameplate capacity of the facility is larger than the generator's grid connection*". Further details at Appendix A of the Applicant's ISH1 notes [\[REP1-052\]](#) set out that an important consideration for developers is maximising the utilisation of the available grid connection capacity through the life of the project. Noting that solar panels degrade as they get older, meaning that they produce less energy year-on-year, overplanting provides an opportunity to increase the quantity of zero-marginal cost megawatt hour (MWh) of electricity over the lifetime of the Proposed Development.
- 3.2.90. Overplanting means that when irradiation is high and panels have not yet degraded, sites may be forced to self-curtail because, at those times, they will be generating more power than they are able to export. At these points the energy transmitted to the grid would be 'clipped'. However, when irradiation is lower, such that panels are

not generating to their maximum potential, an overplanted scheme will generate more than a scheme which is not overplanted. In this sense the number of times clipping would occur would be less than the benefits gained in terms of MWh from overplanting. This point is illustrated in Figure 4 above. In this case it is estimated that the Proposed Development would be overplanted by up to 1.3 times the export capacity (therefore up to approximately 620 MWp of installed capacity) [\[REP3-034\]](#).

- 3.2.91. In terms of installed capacity the Applicant refers to this being consistent with the range anticipated in 2024 NPS EN-3 para 2.10.17 as being between 2 to 4 acres for each MW of output [\[REP1-050\]](#) p553. In response to WQ1 1.9.11 [\[REP3-038\]](#) the Applicant sets out that over a 60 year period the generating capacity of the Proposed Development would be anticipated as 31,425,614 MWh. The Applicant has however confirmed that there would be no upper limit on generating capacity. This would mean that that the Applicant would be able to take advantage of any technological improvements that may arrive prior to construction which enable increases in the energy output of the Proposed Development. However, this would be required to remain within permitted design and operational parameters [\[REP3-034\]](#).
- 3.2.92. IPs note that, on the basis of a 10% yield, the average output from the Proposed Development would therefore only be 50MW and would generate annually around 438,000MWh or 0.43TWh. The current UK annual electricity demand is estimated as 300,000,000MWh or 300TWh (terawatt hour). It is suggested that this shows that the Proposed Development offers only a 0.15% contribution to national needs [\[REP3-060\]](#). More generally there is concern about the inefficiency this represents in terms of land use for limited electrical contribution. The Applicant's response at [\[REP4-066\]](#) refers to the analysis presented at Table 7.1 of the Statement of Need [\[APP-320\]](#) regarding energy yield per acre of different technology types.
- 3.2.93. Turning to the size of the Proposed Development, as noted above, 2024 NPS EN-3 paragraph 2.10.17 sets out that typically a 50MW solar farm will consist of around 100,000 to 150,000 panels and cover between 125 to 200 acres, though this will vary. Many IPs note that the Proposed Development is some 10 times larger than 125-200 acres (for example [\[REP3-055\]](#)). In response, the Applicant sets out that the design of the Proposed Development has sought to maximise utilisation of the grid connection capacity available at the West Burton National Grid Substation [\[REP1-050\]](#). The extent of mitigation and enhancement provision within the site areas is referred to as also being relevant.
- 3.2.94. Finally in terms of supply, IPs suggested that there could be congestion in the National Grid connection applications process, meaning that the likely connection date for the Proposed Development would be November 2028 [\[RR-001\]](#). This date is noted in ES Chapter 4 Scheme Description [\[APP-042\]](#), which sets out that it is currently anticipated that construction works would commence, at the earliest, in Quarter 4 2024 and would run to Quarter 4 2026. The Applicant indicates that, should the Proposed Development be consented, they would work with the National Grid to confirm whether an earlier connection date would be possible [\[REP1-050\]](#).

ExA's reasoning: Generating capacity and scale of the Proposed Development

- 3.2.95. The ExA's view is that the Proposed Development would fall within the parameters set out in 2024 NPS EN-3 paragraph 2.10.17 in terms of the generating capacity and scale of a scheme of this nature. In this sense, its generating capacity and scale would not, in principle, be unreasonable.

ASSOCIATED DEVELOPMENT

- 3.2.96. During the course of the Examination, 7000 Acres raised the question of whether Work No. 2, the energy storage facility, can truly be considered to be associated development for the purposes of the Proposed Development, noting that it would operate in a separate segment of the energy market rather than being strictly associated with the Proposed Development [\[RR-001\]](#).
- 3.2.97. Specifically, 7000 Acres set out in their WR [\[REP1A-021\]](#) that the BESS element of the Proposed Development would be capable of trading power with the National Grid at night and in winter months when the solar PV panels would not be generating power. It would therefore be an additional source of income. As the Application is seeking consent for operating a generating station, revenue sources achieved when the Proposed Development would not be capable of generating power should be viewed as a separate system. 7000 Acres position is therefore that the BESS should be treated as a separate application. They also refer to the fact that the Applicant has not provided details of the size and capacity of the BESS.
- 3.2.98. In this regard reference is made to the guidance on what constitutes associated development, as set out in 'Planning Act 2008: Guidance on associated development for applications for major infrastructure projects', published by the Department for Communities and Local Government in 2013 (the AD Guidance). In terms of the assessment of whether or not development should be treated as associated development, paragraph 5 sets out the core principles for consideration. In this respect paragraph 5.(iii) sets out that: *'Development should not be treated as associated development if it is only necessary as a source of additional revenue for the applicant, in order to cross-subsidise the cost of the principal development. This does not mean that the applicant cannot cross-subsidise, but if part of a proposal is only necessary as a means of cross-subsidising the principal development then that part should not be treated as associated development.'*
- 3.2.99. The Applicant's response to the matters raised was sought in ExQ1 1.1.12 [\[REP3-038\]](#). This refers to the Applicant's Explanatory Memorandum (EM) [\[REP6-013\]](#) paragraph 3.1.8 as setting out the reasons why it is considered that the tests for associated development have been met.
- 3.2.100. More generally, the Applicant refers to the importance of flexibility in future renewable energy supply, with both renewable generation capacity and storage capacity expected to increase. This is needed to maximise the use of renewables when there is an abundance of generation, and to fill the supply gaps in periods of shortfall. In this regard it makes sense for projects which seek to connect to grid connection points and can accommodate storage facilities to propose co-located storage facilities as associated development to the main (renewable generation) development. The BESS provided in this way supports flexibility in the energy system, as is noted in 2024 NPS EN-1 paragraph 3.3.25.

ExA's reasoning: Associated Development

- 3.2.101. In considering this matter the ExA has had regard to the policy tests set out in the AD Guidance, which requires: there to be a direct relationship between associated development and the principal development; that the associated development should not be an aim in itself but should be subordinate to the principal development; that development should not be treated as associated development if it is only necessary as a source of additional revenue for the applicant, in order to cross-subsidise the cost of the principal development; and, that the associated

development should be proportionate to the nature and scale of the principal development.

- 3.2.102. The ExA has also had regard to the 2024 NPS EN-3 in relation to solar development provisions. This sets out at paragraph 2.10.10 that, in delivering the British Energy Security Strategy, government is supportive of solar that is ‘co-located’ with other functions (for example, agriculture, onshore wind generation, or storage) to maximise the efficiency of land use.’ Further, paragraph 2.10.16 sets out that ‘*Associated infrastructure may also be proposed and may be treated, on a case by case basis, as associated development, such as energy storage...*’
- 3.2.103. The overall capacity of the BESS would not be capped. Nonetheless, its parameters would be limited by those set out in the Concept Design Parameters and Principles document [\[REP5-094\]](#). In general terms the parameters set out would not be disproportionate to the overall scale of the Proposed Development. The BESS would support the operation of the Proposed Development by storing and exporting electricity generated. In this regard there would be a direct relationship between associated development and the principal development.
- 3.2.104. The BESS would also store surplus energy from the National Grid so that it could be released back to the Grid at times of peak demand. This would assist in providing grid balancing services to help increase the resilience of the electricity distribution network. Nonetheless, the ExA is satisfied that, in terms of the primary purpose of the BESS, there would be a direct association with primary energy generating function of the principal development.
- 3.2.105. The revenue generating implications of the BESS are not clear, though it is reasonable to assume that its energy balancing function would have commercial implications. In this regard the AD Guidance sets out that development should not be treated as associated development ‘if it is only necessary as a source of additional revenue for the applicant’. It also refers to the fact it is not unreasonable that associated development should cross-subsidise the principal development. The latter scenario relates most directly to the Proposed Development.
- 3.2.106. Overall, it is apparent that the BESS would serve a legitimate storage purpose that is supported by government in the current NPS because it is associated with the primary policy objective of increasing the share of renewable energy in the energy mix, supporting the transition to net zero. It is not the case that its only purpose would be as an additional source of income. The ExA is therefore satisfied that the BESS can appropriately be regarded as associated development.

ALTERNATIVES, SITE SELECTION AND DESIGN

- 3.2.107. During the Examination of the Proposed Development consideration was given to the Applicant’s approach to the selection of the site and whether reasonable alternatives have been adequately considered. The approach to good design was also reviewed. In terms of the consideration of alternatives, the Applicant refers to the fact that the ES Chapter 5 Alternatives and Design Evolution [\[APP-043\]](#) sets out consideration of alternative sites (Section 5.5), alternative technologies (Section 5.6), alternative layouts (Section 5.7), alternative substation locations (section 5.8) and alternative cable routes (Section 5.9) [\[REP1-050\]](#).

Site selection

- 3.2.108. In their WR WLDC set out their concerns about the absence of a clear set of objectives or principles to guide the decision-making process to ensure the final

shortlisted site is consistent with the design, planning and environmental objectives [\[REP1A-004\]](#). More specifically, for solar infrastructure projects of this scale it is expected that objectives that would reflect a well-designed project are identified and embedded at the start of the site selection process. Such considerations include minimising the distance between the grid connection and the solar panels for viability and to minimise environmental harm, the need for flat or shallow topography and sites of a size suitable for economic viability with large regularly shaped fields. Specific reference was made to the fact that for the Gate Burton Energy Park the preference was for a site within 8km of the grid connection in comparison with the 20km search area arrived at for the Proposed Development. WLDC also set out their concerns in this regard in the final SoCG [\[REP7-015\]](#).

- 3.2.109. In response the Applicant has referred to their sequential 5 stage site assessment methodology, as set out above [\[AS-004\]](#). Specifically, the search area was enlarged incrementally from within 5km of the PoC, until suitable options were found within a 20km radius. The Applicant considers that the chosen sites are located close enough to the PoC to provide a viable scheme. The Applicant also states that comparisons between this and the Gate Burton Energy Park is not considered appropriate given that each site has its own individual environmental constraints that need to be considered. The type of technology options assessed by the Applicants' are also different [\[REP3-034\]](#).
- 3.2.110. IPs noted that because solar power is generated at low voltages, there are few restrictions to where it can be connected or located. Therefore there is no inherent need for the use of a high voltage grid connection. In this sense it is suggested that the connection to the National Grid at the West Burton substation as a starting point for the site location undermines the breadth of alternatives considered the Proposed Development ([\[IRR-001\]](#) and [\[REP5-051\]](#)). Further, it is suggested that the Applicant has created a narrow envelope of alternatives, starting with grid connection access, then seeking to secure a sufficient volume of land to maximise use of this connection. [\[REP4-089\]](#).
- 3.2.111. In response, the Applicant refers to the Statement of Need Section 8.5 in setting out the merits of generating assets being connected to the NETS as opposed to decentralised connections to the distribution networks [\[APP-320\]](#). Decentralised distribution networks operate at low voltage and are located closer to points of final demand. Therefore the generators connecting to these systems must have smaller capacities than those which connect to the NETS. The Applicant also describes how the design of the Proposed Development seeks to maximise utilisation of the existing and contracted grid connection capacity available at the West Burton substation [\[REP1-050\]](#).
- 3.2.112. The Applicant explained further at ISH1 [\[REP1-052\]](#) that to be successful in the fight against climate change we need to make the most of the infrastructure which is currently available. Further, the PoC for the Proposed Development would not be taking away 500MW of capacity that would otherwise be used by one of the units at West Burton A, as this plant is coming to the end of its life.
- 3.2.113. The Applicant acknowledged that a viable grid connection and land size were two of the four factors that were considered as part of the first step of the site selection process. These factors were instrumental in site selection and therefore are appropriate to be considered in the first step of this process [\[REP4-066\]](#). The Applicant refers to further justification for the PoC as a focus for site selection on the basis of the urgency for renewable energy. That is if a low carbon scheme which connects to an available grid connection capacity is not consented, then that

capacity goes unused, requiring other projects to come forward. This has timing and cost implications for achieving net zero [\[REP4-066\]](#).

- 3.2.114. Noting that the area covered by the Proposed Development is currently productive agricultural land, producing food for people and animals, as well as biofuels, it is suggested that the overall sustainability impact of displacing this production has not been considered [\[RR-001\]](#). In response the Applicant refers to the fact that this land can be retained in agricultural use during the operational phase of Proposed Development with uses such as grazing sheep, as demonstrated at existing solar farms. Also, with reference to the need to deploy large scale solar to meet the need for low-carbon electricity generation, it is suggested that Section 7.6 of the Statement of Need [\[APP-320\]](#) demonstrates that large-scale solar is the most efficient use of land for energy generation purposes.
- 3.2.115. Broxholme Parish Meeting raised particular concerns about the inclusion of the WB1 M1 land parcel at Broxholme. The use of this area for the Proposed Development would result in Broxholme residents having to pass 'through' the solar site as opposed to passing 'around' it. In this regard ES Chapter 5 [\[APP-043\]](#) table 5.9 refers to the removal of WB4 and the need for the whole of WB1 to deliver the infrastructure capacity of the Proposed Development.

ExA's reasoning: Site selection

- 3.2.116. The ExA's view is that the Applicant has adequately explained the site selection methodology, and the resulting choice of sites for the Proposed Development. The ExA also considers it reasonable that the starting point of this should be the PoC, noting that the Power Station has established a legacy grid connection with high connectivity and capacity, which is an important strategic energy asset. It is therefore reasonable that the Proposed development should seek to maximise the grid connection opportunity that has been secured here.

Alternative technologies

- 3.2.117. Turning to the consideration of alternative technologies, many IPs referred to the need to give genuine consideration to other brownfield, industrial or rooftop locations as alternatives to that selected, some noting the reference in the WMS of March 2015 to the importance of focusing solar growth on domestic and commercial roof space and previously developed land (PDL) [\[REP3-050\]](#). In this regard the Applicant sets out that opportunities for solar arrays on PDL/ brownfield land, commercial rooftops, and lower grade agricultural land were explored [\[AS-004\]](#) in the search for potential solar development areas, though nothing suitable at the scale required for the Proposed Development was identified.
- 3.2.118. More generally, reference is made to the Statement of Need paragraph 7.6.3 [\[APP-320\]](#) which sets out that the use of brownfield sites, including rooftop and other community energy systems are likely to grow in the UK and will make a contribution to the decarbonisation of the UK energy system. However, on their own, brownfield developments are unlikely to be able to meet the national need for solar. Similarly, decentralised and community energy systems are unlikely to contribute to a significant level, meaning that large scale solar must be deployed to meet the urgent national need for low-carbon electricity generation.
- 3.2.119. At Open Floor Hearing 1 (OFH) [\[REP1-051\]](#) IPs set out their view that whilst solar energy generation is already close to annual capacity to meet government demands, there is inadequate wind and nuclear generation in the UK. Specifically, wind is seen as a more robust, higher yielding renewable energy option that allows

agriculture to continue. Also in relation to the use of grid connections, it is suggested that nuclear energy would reliably offer the large quantities of low carbon electricity we seek, and would use brownfield sites, or only cover a small footprint of land [\[REP4-116\]](#). IPs also referred to 130GW of solar in the queue for grid connections as contributing to delays in securing such connections for alternative energy sources.

3.2.120. In response, the Applicant referred to the Government's support for widespread solar deployment and notes that solar generates similar per hectare energy as onshore wind whilst allowing some agricultural use to continue. The Applicant also sets out that they are not aware of any wind or nuclear schemes in the queue to connect at West Burton, noting that the Spherical Tokamak for Energy Production (STEP) nuclear fusion programme is targeting a prototype plant by 2040. Therefore the Applicant does not believe that the Proposed Development is contributing to any delays to securing other renewable energy sources [\[REP1-051\]](#).

3.2.121. IPs also made reference to the need to safeguard this grid connection for the more reliable and effective power generators (for example [\[RR-172\]](#) and in response to ExQ2 2.9.2 at [\[REP5-051\]](#)). In this regard ES Chapter 5 [\[APP-043\]](#) Section 5.6 refers to the fact that alternative low carbon technologies for this PoC were not considered by the Applicant, a solar PV and energy storage developer. Notwithstanding this, it was not considered that the Order Limits would be suitable for other forms of renewable generation at the same scale as the Proposed Development. Also, the Applicant states that there are no low-carbon technologies currently available and suitable for deployment and connection at this PoC in timelines comparable to the Proposed Development [\[REP6-047\]](#).

3.2.122. Finally on alternatives, IPs also made reference to biomass as a component of energy supply, with the land earmarked for solar already producing this source of renewable energy [\[REP1A-031\]](#). In this regard, the Applicant sets out that solar produces significantly more energy per hectare than other electricity generation technologies, for example growing crops for energy. Solar PV also has the advantage over the most common energy biomass crops (whole crop maize and sugar beet) of enabling a recovery of soil health. Land managed for maize and sugar beet is vulnerable to soil erosion and structural degradation owing to the prolonged period of bare soil and the late harvest in wetter conditions. Finally, given the large domestic and international supply chain for UK electricity generation from biomass, the Applicant does not consider that making this land unavailable to produce energy crops would have a material effect on the UK's biomass industry or strategy [\[REP3-034\]](#).

ExA's Reasoning: Alternative technologies

3.2.123. The ExA's view is that, in the context of paragraph 4.4.1 of 2011 NPS EN-1, the consideration of alternatives technologies has been undertaken in a proportionate manner.

Alternative approaches to the design and layout

3.2.124. IPs have expressed concerns about the fragmented layout of the Proposed Development. Specifically, WLDC in their WR refer to the piecemeal approach to site selection, suggesting that the dispersed nature of the array sites at WB1, WB2 and WB3 would have the opposite effect to meeting the NPS EN-1 (2011 and 2024) policy requirement to minimise impacts. LCC make similar points in their Local Impact Report (LIR) [\[REP1A-002\]](#). WLDC also set out that this has led to the

requirement for additional plant, cabling, compounds, and construction vehicle access points that otherwise would not be necessary [\[REP1A-004\]](#).

- 3.2.125. The Applicant's views on these points are summarised in the response to the WR at [\[REP3-034\]](#) and the Statement of Common Ground (SoCG) with WLDC [\[REP7-014\]](#). This sets out that the sequential approach to the assessment of agricultural land sought to find a suitable site on Grade 4, 5 and unclassified land before sites on Grade 3 land were considered.
- 3.2.126. In terms of the sites selected, it is suggested that the division of the Order Limits into distinct units has enabled the amount of BMV land and other environmental impacts to be minimised. The requirements for cabling and infrastructure for a single site and the resulting impacts would be dependent upon the unique location and context of that site and the constraints that arise as a result. The Applicant suggests that it is not therefore reasonable to conclude that a single site would obviously be better in terms of minimising impacts. It is also suggested that independent areas of land provide more scope for offsetting the Proposed Development from receptors such as settlement edges, individual residential properties, public rights of way (PRoW) and transport routes. This can further assist with integration and dispersion across the landscape in comparison with a site comprising one composite whole.
- 3.2.127. WLDC and other IPs also raised concerns about the lack of information explaining the application of good design principles in reaching the current proposed design and layout, and have noted the lack of a design champion [\[REP1A-004\]](#). In this regard the Applicant refers to the Planning Statement Section 6.4 in summarising the approach taken to good design [\[REP6-029\]](#). This sets out that an iterative design process has taken place based on design objectives. Specifically, this has taken account of the context and features of the land within the Order Limits, the nearby sensitive receptors and assets, information emerging from environmental surveys, feedback from stakeholders, and opportunities and constraints. It is considered that this has led to the development of a good design that balances the need to maximise the energy generation capacity of the Proposed Development with the avoidance and mitigation of impacts. Further detail of design objectives and how design measures would be secured are set out in the Design and Access Statement [\[APP-314\]](#) (specifically Table 4.1).
- 3.2.128. The role of the design champion is referred to in paragraph 3.2.59 above, noting also that in response to the discussion at ISH5 [\[REP5-037\]](#), the Applicant updated the Concept Design Parameters and Principles document [\[REP5-094\]](#) to commit to the inclusion of a design champion role on the delivery of the Proposed Development. This includes involvement in the preparation of the documents and plans that would be secured through the requirements of the dDCO.
- 3.2.129. More generally, IPs have expressed concerns that the dDCO is underpinned by Schedules which are not final documents and which set out parameters and are illustrative rather than definitive (for example [\[REP1-078\]](#)). It is suggested that this impacts on the ability to make an informed decision.
- 3.2.130. In this regard it is relevant to refer to the 'Rochdale Envelope' assessment approach,⁹ an acknowledged way of assessing a Proposed Development comprising Environmental Impact Assessment (EIA) development where uncertainty exists and necessary flexibility is sought. This should not, however, be treated as a

⁹ As set out in Advice Note 9.

blanket opportunity to allow for insufficient detail to be provided. The assessment should be based on a cautious worst-case approach. In this regard the Applicant has set out that this is how they have proceeded, noting that the maximum design parameters have been assessed on the basis that these would give rise to the greatest potential impacts. Also Schedule 2 of the dDCO requires that the final management plans be approved by the relevant planning authority before the relevant work or activity may take place [\[REP3-034\]](#).

- 3.2.131. Finally, a specific point arising in relation to scheme layout referred to the question of whether or not all BESS could be co-located with the grid connection point. In response to ExQ1 1.9.6 on this point [\[REP3-038\]](#) the Applicant set out that this would be electrically possible but would require an agreement with the landowners at West Burton Power Station to use an area of land within their ownership. This was not sought as the Power Station site is relatively constrained, with the landowners having their own future plans for redevelopment. Ultimately the advantages of co-locating the 400kV substation and BESS within WB3 was considered to be the most efficient design, minimising losses and allowing for best utilisation of costly transmission plant, switchgear and transformers.

ExA's Reasoning: Alternative approaches to the design and layout

- 3.2.132. The approach to the design and layout of the Proposed Development has clearly been both influenced and constrained by site selection requirements. Overall it appears to the ExA that the Applicant has demonstrated a moderate awareness of good design principles. On this basis they have sought to set out and follow objectives relating to high quality and inclusive design that is sensitive both to place and balances energy generation with mitigating the inevitability of some adverse impacts associated with a scheme of this scale. The extent to which this has been successful will be considered in the remainder of [Chapter 3](#).

TIME PERIOD

- 3.2.133. The formalisation of the operational life of the Proposed Development as a maximum of 60 years resulted in some IPs expressing concerns about the increase in environmental effects from the 40-year assessment set out in the ES. The overarching point of challenge by WLDC, maintained in the final SoCG at PD-09 [\[REP7-014\]](#), is to the Applicant's conclusion that the assessed impacts would remain unchanged with an increase in lifespan by 20 years. More specifically it is suggested that the Applicant has not carried out an adequate assessment of the likely impact of the extension of the project lifespan of 20 years, with specific points made about the duration of landscape and visual effects and the implications of the extended period in terms of the failure rate of solar panels and BESS infrastructure. IPs also suggest that this would effectively be a permanent development.
- 3.2.134. The Applicant sets out that the methodology for how each topic has comparatively assessed the likely significant effects of a 40-year development versus a 60-year development are explained in the 'Review of Likely Significant Effects at 60 years' document [\[REP1-060\]](#). In response to ExQ2 2.1.4 referring to the suggestion that the development would, in effect, be permanent, the Applicant's view is that, whilst not permanent, whether it has a 40 or 60 year life, the Proposed Development would be long term [\[REP5-039\]](#).

ExA's Reasoning: time period

- 3.2.135. The ExA notes that whilst 2024 NPS EN-3 refers to a typical upper limit of 40 years, there may be differing time-periods of operation. The ExA's consideration of the

environmental implications of the proposed 60 year operational life of the Proposed Development, including the adequacy of the ES assessment, will be considered further below under each of the planning topics.

CONCLUSIONS

- 3.2.136. Current policy provisions establish the urgent need for renewable energy generation of all types. Large scale solar generation will be part of the mix of infrastructure and technology that it is anticipated will deliver this, in line with wider energy and climate objectives. Therefore, the Proposed Development would make a meaningful contribution to meeting this need. In this regard the ExA's position is that the Proposed Development would be in general accordance with the provisions of 2011 NPS EN-1 relating to need.
- 3.2.137. Further, in making a meaningful contribution to meeting the need for renewable energy generation, it would do so with relative speed. It would therefore be able to support the Government ambition of a five-fold increase in combined ground and rooftop solar deployment by 2035. This is part of the mix of technologies that can support the delivery of a low-carbon, secure and affordable UK energy supply into the future. In this regard an important and relevant consideration is the commitment set out in 2024 NSP EN-1 to the provision of low carbon infrastructure as a critical national priority.
- 3.2.138. The ExA also concludes that the Proposed Development would gain in principle support from local policies seeking to support renewable energy provision and the transition to a low carbon future. As host authorities have challenged policy compliance in relation to the acceptability of impacts, the points raised will be considered further under the relevant planning issues below.
- 3.2.139. The ExA has found that the BESS would serve a legitimate storage purpose that is supported by government in the current NPS. It can therefore reasonably be regarded as associated development.
- 3.2.140. In terms of site selection and alternatives it is apparent that the PoC to the NETS at the former West Burton 400kV Substation, and the need for substantial land areas to accommodate the solar arrays, have been the basis for the Applicant's search. With regard to the PoC, this existing connectivity to the NETS, in itself an infrastructure asset of very high value, enables the connection of new generating projects without the cost and time required to develop new long distance connection alignments and grid substations.
- 3.2.141. In terms of the land area sought, the Applicant has demonstrated that a dispersed layout and the use of large areas of agricultural land would be necessary based on the reasonable and proportionate consideration of alternatives. Overall, the methodology used for the site selection, and the consideration of alternatives, including different technologies, is considered reasonable and proportionate. There is compliance with the requirements of 2011 NPS EN-1 and 2024 NPS EN-1 and the EIA Regulations in this regard.
- 3.2.142. More specifically the approach to site layout and design has, in general terms, sought to manage and mitigate environmental impacts. Noting the dispersed nature of the main solar sites at WB1, WB2 and WB3, it is inevitable that the environmental impacts of the Proposed Development would be more widespread than a compact proposal. This has also involved the inclusion of a significant amount of productive agricultural land in the Proposed Development. In this regard the ExA refers to 2011

NPS EN-1 paragraph 3.2.3 which sets out that it will not be possible to develop the necessary amounts of such infrastructure without some significant residual adverse impacts. The nature and intensity of these impacts will be considered further in the following sections.

- 3.2.143. The Proposed Development would be considerably larger than the ‘typical’ 50 MW solar farm referred to in 2024 NPS EN-3. Nonetheless, the principle of maximising the use of the grid connection capacity is appropriate, subject to environmental impacts being acceptable.
- 3.2.144. In assessing impacts, much of the detail of the Proposed Development would be subject to post-consent approval. In this regard, by setting out the overall parameters for site layout and design, flexibility has been retained. However, the ES assesses the worst-case scenario allowing adequate consideration of whether the Proposed Development would be acceptable in environmental terms. In this sense the Applicant has complied with the Rochdale Envelope approach set out in Advice Note 9.
- 3.2.145. In terms of the proposed 60-year operational period, the ExA does not consider this to be unreasonable in principle, though has noted that further consideration of the environmental implications of this extended period will be given in consideration of the planning issues below.
- 3.2.146. Accordingly, and subject to consideration of the specific impacts of the Proposed Development in the remainder of this Chapter, the ExA considers that the principle of the Proposed Development accords with local and national policy. The ExA therefore gives very great weight to the principle of the Proposed Development in terms of the renewable energy and net zero transition benefits it could deliver.

3.3. LANDSCAPE AND VISUAL

INTRODUCTION

- 3.3.1. The main issues covered in this section relate to the following:
- The adequacy and representativeness of the landscape and visual impact assessment;
 - The impacts on landscape character;
 - The impacts on visual amenity;
 - The extent of removal of vegetation; and,
 - Cumulative effects with other solar development.
- 3.3.2. There are linkages between the matters covered this section and the approach to good design considered in Section 3.2 and the effects on biodiversity which are reported in Section 3.5. Glint and glare effects are considered in Section 3.8.

POLICY CONSIDERATIONS

- 3.3.3. The assessment of landscape and visual impact as set out in 2011 NPS EN-1, requires the applicant to:
- carry out, and report in the ES, a landscape and visual assessment for the construction and operation stages of the proposed development. This should refer to landscape character assessment studies and take account of relevant

local development plan policies based on these assessments. The assessment should include construction and operational effects and the visibility and conspicuousness of the project's potential impacts on views and visual amenity (2011 NPS EN-1, para 5.9.5 to 5.9.7);

- consider the existing character of the local landscape, its current quality, how highly it is valued, and its capacity to accommodate change (NPS EN-1, para 5.9.8); and
- consider where there are local landscapes that may be highly valued and which should be paid particular attention (2022 NPS EN-1, para 5.9.14).

3.3.4. In reaching a decision, the SoS should be satisfied that:

- the project has been designed carefully to minimise harm to the landscape; having regard to siting, operational and other relevant constraints, providing reasonable mitigation where possible and appropriate (2011 NPS EN-1, para 5.9.8 and 5.9.17);
- no adverse impact on the landscape would be so damaging as not to be offset by the benefits, including the need (2011 NPS EN-1, para 5.9.15);
- any adverse impact is temporary and will be capable of being reversed in a reasonable timescale (2011 NPS EN-1, para 5.9.16);
- it is able to judge whether visual effects on sensitive receptors such as local residents outweigh the benefits of the project (2011 NPS EN-1, para 5.9.18);
- whether reducing the scale of the project (if applicable) to mitigate visual and/or landscape effects outweighs marginal loss of function (2011 NPS EN-1, para 5.9.21);
- adverse landscape and visual effects would be minimised through appropriate siting and through design including materials, colour and landscape schemes. Materials and designs of buildings should always be given careful consideration. (2011 NPS EN-1, para 5.9.22); and
- where appropriate, off-site planting such as filling gaps in hedge lines, would mitigate the impact when viewed from more distant vista (2011 NPS EN-1, para 5.9.23).

3.3.5. 2024 NPS EN-1 sets out additional considerations, including the need for early consideration of landscape and visual matters for siting and design, and to establish design principles which minimise negative effects and create opportunities for positive benefits or enhancement (2024 NPS EN-1, para 5.10.19). It also states that the SoS should be satisfied with the level of detailed design provided and secured in the Order, including the extent to which design details are subject to future approvals, and be satisfied that local authorities will have sufficient design content secured to ensure future consenting to meet landscape, visual and good design objectives (2024 NPS EN-1, para 5.10.29, 5.10.30).

3.3.6. 2011 NPS EN-5 sets out that, in addition to the generic landscape and visual effects covered in Section 5.9 of 2011 NPS EN-1, there are specific considerations which apply to electricity networks (para 2.8.11). This includes the impact of substations and other above ground installations. The location of substations should take into account the local landscape, including topography and the possibility of screening (para 2.2.5). Similar provisions are set out in 2024 NPS EN-5.

3.3.7. Section 2.10 of 2024 NPS EN-3 sets out factors associated with the assessment of landscape and visual effects associated with solar photovoltaic (PV) generation. Those of note include:

- Irradiance as a key consideration, noting that this is influenced by topography, with an uncovered or exposed site of good elevation and south-facing aspect

being preferable. Noting that solar farms are likely to be in low lying areas of good exposure, they may have a wider zone of visual influence than other types of onshore energy infrastructure, though with ground mounted solar, effective screening and appropriate land topography mean that the area of a zone of visual influence can be appropriately minimised (2024 NPS EN-3, para 2.10.19, 2.10.94, 2.10.95);

- The recognition that utility-scale solar farms are large sites that may have a significant zone of visual influence. The two main impact issues that determine distances to sensitive receptors are therefore likely to be visual amenity and glint and glare (2024 NPS EN-3, para 2.10.27);
- Designing the layout and appearance of the site to ensure continued recreational use of public rights of way (PRoW) where possible during construction, and in particular during the operation of the site, noting also the importance of minimising the visual impacts of the development for those using PRoW (2024 NPS EN-3 para 2.10.42, 2.10.43);
- Assessing and minimising the landscape and visual impacts of security measures, including the height of fencing by the use of existing natural features to assist in security and screening and minimising the use of security lighting (2024 NPS EN-3 para 2.10.47, 2.10.48, 2.10.99, 2.10.132, 2.10.133);
- The role of arboricultural/ hedge assessment and future maintenance plans setting out how to protect and retain, wherever possible, the growth of vegetation on site boundaries, as well as the growth of existing hedges and established vegetation (2024 NPS EN-3 para 2.10.100, 2.10.101);
- Mitigation of landscape and visual effects through screening with native hedges, trees and woodlands (2024 NPS EN-3 para 2.10.131); and
- Any sensitive visual receptors, and the effect of the development on landscape character, together with the possible cumulative effect with any existing or proposed development (2024 NPS EN-3 para 2.10.157).

- 3.3.8. 2024 NPS EN-5 notes that applicants substations can give rise to adverse landscape and visual impacts and that applicants should take advantage of screening and existing features to keep intrusion to a minimum (para 2.9.19).
- 3.3.9. The NPPF paragraph 180b sets out that planning decisions should contribute to and enhance the natural and local environment by, amongst other things, recognising the intrinsic character and beauty of the countryside.
- 3.3.10. The LIR's submitted by LCC [[REP1A-002](#)] and WLDC [[REP1A-006](#)] refer to the relevant policies of the CLLP. These are listed in Table A-5 at Annex A. Of specific relevance is Policy S53 which requires all development to achieve high quality sustainable design that contributes positively to local character and landscape, incorporating and retaining as far as possible existing natural features including hedgerows and trees, and landscape and boundary treatments to ensure that the development can be satisfactorily assimilated into the surrounding area.
- 3.3.11. Policy S14 requires proposals for renewable energy projects to have acceptable impacts on, amongst other things, landscape character and visual amenity. Reference is also made to Policy S62 in relation to the requirement for proposals within the setting of Areas of Great Landscape Value to conserve and enhance the qualities, character and distinctiveness of these locally important landscapes, including demonstrating how proposals have responded positively to the landscape character. Finally, Policy S66 sets out that in considering new development existing tree and woodland cover should be maintained, improved and expanded and existing hedgerows should be retained where appropriate and fully integrated into the design.

THE APPLICANT'S APPROACH

Introduction

- 3.3.12. The Applicant's approach to the Landscape and Visual Impact Assessment (LVIA) of the Proposed Development and its findings are presented in ES Chapter 8 [\[APP-046\]](#). This was supported by:
- the LVIA Methodology [\[APP-072\]](#);
 - further appendices at [\[APP-073\]](#) to [\[APP-076\]](#);
 - relevant figures [\[APP-146\]](#) to [\[APP-193\]](#) and [\[APP-266\]](#) to [\[APP-284\]](#); and,
 - photography and photomontages for 72 viewpoints [\[APP-194\]](#) to [\[APP-265\]](#).
- 3.3.13. The proposals for landscape and ecological mitigation and enhancement are presented in Figures 8.18.1 to 8.18.3 [\[APP-281\]](#) to [\[APP-283\]](#). These measures would be secured by Requirement 7 of the dDCO [\[REP7-002\]](#) relating to the Landscape and Ecological Management Plan. The DCO sets out that this must be substantially in accordance with the Outline Landscape and Ecological Management Plan (oLEMP). The oLEMP was updated a number of times during the Examination, particularly in relation to the clarification of provisions relating to hedgerow management. The final version was submitted at DL6 [\[REP6-025\]](#).
- 3.3.14. In response to concerns raised about the large volume of information and documentation relating to landscape and visual effects, the Applicant produced summary tables [\[REP1-058\]](#) and [\[REP1-059\]](#).

Study Area

- 3.3.15. The LVIA sets out that the extent of the study area for landscape and visual effects includes the area of each site and cable route corridor (CRC), and the full extent of the wider landscape which the Proposed Development may influence in a significant manner. This is derived from a combination of desktop study, site investigation and a Zone of Theoretical Visibility (ZTV) analysis. For each site (WB1, WB2 and WB3) the study area extends to 5km, 2km and 1km radius from the site boundaries, and for the CRC the study area extends to 0.5km from the boundary. This is shown in Figure 8.1 [\[APP-146\]](#).

Landscape

- 3.3.16. The Applicant's landscape baseline refers to existing national, regional and local landscape character area (LCA) assessments. These are summarised at Annex A, Table A-6. The overall landscape character value for each of the sites and the CRC is judged to be 'medium'. The possibility of there being landscape significant effects in relation to National LCA was scoped out due to features and descriptions being too broad. The regional and local LCA were therefore relied on to provide the landscape character baseline.
- 3.3.17. The key characteristics relevant to the study area for the sites (WB1, WB2 and WB3) and the CRC are identified from these published studies for further analysis. The individual contributors to landscape character for each site and the CRC are assessed under the following headings:
- Land Use;
 - Topography and Watercourses;
 - Communications and Infrastructure;
 - Settlements, Industry, Commerce and Leisure;
 - Public Rights of Way and Access;

- Nationally and Locally Designated Landscape;
- Scheduled Monuments, Listed Buildings, Conservation Areas and Registered Parks and Gardens; and
- Ancient Woodland and Natural Designations.

3.3.18. The findings are summarised in Tables 8.12, 8.13, 8.14 and 8.15 of the ES Chapter 8 [\[APP-046\]](#), with in each case the overall conclusion that the combined value each contributor is 'medium'.

Visual

3.3.19. Following desktop study and field work the Applicant identified 57 viewpoints to cover the study area for the sites and the CRC. Following consultation, additional viewpoints were identified, though 6 were also scoped out, leaving a total of 66 viewpoints. As noted, photography and photomontages have been provided at [\[APP-194\]](#) to [\[APP-265\]](#). The locations of viewpoints are provided at Figure 8.12.1 [\[APP-190\]](#) to Figure 8.12.4 [\[APP-193\]](#).

3.3.20. Additionally, a series of 79 residential receptors were identified, the locations of which are shown in Figure 8.8 [\[APP-169\]](#). A total of 60 transport receptors were considered, the locations of which are set out in Figure 8.9 [\[APP-174\]](#) and a further 51 public right of way (PRoW) receptors were identified, with locations indicated at Figure 8.10 [\[APP-179\]](#).

Mitigation

3.3.21. The Applicant's approach to mitigation to avoid and reduce any significant adverse landscape and visual impacts are contained within the Design and Access Statement [\[APP-314\]](#) and the Concept Design Parameters and Principles document [\[REP5-094\]](#). The primary and secondary mitigation measures are summarised at Table 8.49 of ES Chapter 8 [\[APP-046\]](#) and include retention of existing landscape features and new planting to reflect landscape character and policy expectations, including hedgerows, trees, new woodland and shelter belts. Consideration has also been given to the need for tertiary mitigation measures to address residual effects that cannot otherwise be mitigated or designed out. ES Chapter 8 [\[APP-046\]](#) sets out that no other tertiary mitigation measures have been identified, though at Year 15 there would be a re-evaluation of the Proposed Development to identify any residual visual effects to understand where tertiary mitigation could be applied.

3.3.22. Mitigation measures would be secured by the DCO through the oLEMP [\[REP6-025\]](#). The Outline Construction Environmental Management Plan (oCEMP) [\[REP6-021\]](#) and the Outline Decommissioning Statement (oDS) [\[REP6-023\]](#) also contain measures to minimise landscape and visual impacts during the construction and decommissioning phases. The embedded and additional mitigation measures have been taken into consideration as part of the assessment of effects at the construction, operation and decommissioning stages of the Proposed Development.

ES conclusions on landscape and visual effects

3.3.23. The assessment of the landscape and visual effects considered at construction (winter), operation year 1 (winter), operation year 15 (summer) and decommissioning (winter) stages of the proposed development. Full details of landscape effects are set out in Appendix 8.2 [\[APP-073\]](#) and visual effects in Appendix 8.3 [\[APP-074\]](#). These are also summarised by the supplementary landscape effects tables [\[REP1-058\]](#) and visual effects tables [\[REP1-059\]](#).

3.3.24. Following mitigation, the significant effects that would arise from the assessment of landscape effects, including consideration of the in-combination/cumulative effects of the sites and CRC, would be as follows:

- During operation (Y15), moderate beneficial effects on Regional Landscape Character Type (RLCT) 4a Unwooded Vales in relation to WB1, WB2 and WB3;
- During operation (Y15), moderate beneficial effects on Local Landscape Character Area (LLCA) Profile 3 The Till Vale in relation to WB1, WB2 and WB3;
- During operation (Y15), moderate beneficial effects on LLCA Profile 2: Trent Valley in relation to WB3.

3.3.25. Following mitigation, the significant effects that would arise from the assessment of visual effects, including consideration of the in-combination/ cumulative effects of the sites and CRC, would be as follows:

- During construction moderate adverse effects on 21 viewpoints (VP 1, 2, 7, 9, 10, 18, 26, 27, 28, 33, 34, 44, 45, 46, 53, 54, 55, 56, LCC-C LCC-H and LCC-O) and moderate-major adverse effects on two viewpoints (VP 8 and 24)
- During operation (Year 1) moderate adverse effects on 21 viewpoints (VP 1, 2, 7, 9, 10, 18, 26, 27, 28, 33, 34, 44, 45, 46, 53, 54, 55, 56, LCC-C LCC-H and LCC-O) and moderate-major adverse effects on two viewpoints (VP 8 and 24);
- During operation (Y15), moderate adverse effects on four viewpoints (VP 18, 24, 26 and 27);
- During construction, major adverse effects on five residential receptors (R022, R023, R024, R050 and R100) and moderate-major adverse effects on eight residential receptors (R046, R051, R056, R068, R069, R074 and R084);
- During operation (Year 1) major adverse effects on five residential receptors (R022, R023, R024, R050 and R100) and moderate-major adverse effects on eight residential receptors (R046, R051, R056, R068, R069, R074 and R084);
- During construction moderate-major adverse effects on one transport receptor (T010) and moderate adverse effects on six transport receptors (T001, T009, T011, T015, T027 and T053);
- During operation (Y1), moderate-major adverse effects on one transport receptor (T010) and moderate adverse effects on six transport receptors (T001, T009, T011, T015, T027 and T053);
- During operation (Y15), moderate adverse effects one transport receptor (T009);
- During construction moderate-major adverse effects on two PRow receptors (PR007 and PR038) and moderate adverse effects on two PRow receptors (PR006 and PR008);
- During operation (Y1), moderate-major adverse effects on two PRow receptors (PR007 and PR038) and moderate adverse effects on two PRow receptors (PR006 and PR008); and,
- During operation (Y15), moderate adverse effects on one PRow receptors (PR038).

Residual effects

3.3.26. Section 8.11 of the ES Chapter 8 [\[APP-046\]](#) sets out the final judgements about which landscape and visual effects are significant following the implementation of landscape proposals for preventing/ avoiding, reducing, or offsetting or compensating for them, as assessed at Year 15 of operation.

3.3.27. In terms of landscape effects, it concludes that there would be moderate beneficial and long term effects from Y15 in relation to RLCT Profile: 4a Unwooded Vales, LLCA Profile: 3 The Till Vale and LLCA Profile: 2 Trent Valley (in relation to WB3 only).

3.3.28. Turning to visual effects, the assessment of residual effects concludes that there would be moderate adverse¹⁰ and long term effects for:

- Six viewpoints (VP 8, 18, 24, 26, 27 and 28)
- Two transport receptors (T009 and T010)
- Two PRow receptors (PR007 and PR038)

Cumulative effects

3.3.29. Section 8.10 of ES Chapter 8 [\[APP-046\]](#) sets out the assessment of cumulative landscape and visual impact of the Proposed Development and the three solar NSIPs within 5km of the Proposed Development (Cottam, Gate Burton and Tillbridge). This assessment is summarised in Table 2 of both the supplementary landscape effects tables [\[REP1-058\]](#) and visual effects tables [\[REP1-059\]](#), along with the in-combination effects relating to the sites and CRC of the Proposed Development. This assessment concludes that there would not be any additional significant landscape or visual effects associated with the cumulative impacts of the Proposed Development with the three local solar NSIPs.

3.3.30. The update provided in the ES Cumulative Effects Addendum [\[REP5-015\]](#) refers to possible effects on Viewpoint 44 at Cowdale Lane, noting that along with the effects of the Proposed Development, this view would include views north across the Stow Park Solar Farm proposal. Whilst limited information about this proposal is available, it is likely that this view would become dominated by solar panels and that this would be a significant effect.

ISSUES CONSIDERED IN THE EXAMINATION

THE ADEQUACY AND REPRESENTATIVENESS OF THE LANDSCAPE AND VISUAL IMPACT ASSESSMENT

Volume of LVIA information

3.3.31. The geographical extent of the Proposed Development meant that for IPs the LVIA assessment information relating to the sites and CRC, both individually and in-combination, as well as the wide range of viewpoints, was difficult to navigate. LCC in their LIR [\[REP1A-002\]](#) commented that the extent of information made the identification and clear understanding of key landscape and visual issues difficult.

3.3.32. As a consequence the Applicant provided supplementary landscape and visual impact tables at DL1: [\[REP1-058\]](#) and [\[REP1-059\]](#). The Applicant clarified that the findings presented within the summary tables superseded those presented within the main LVIA chapter, which contains some errors, and the summary tables should be referred to for the final assessment of effects. These tables assist by presenting a list of potentially affected receptors with summarising narrative to provide context and identify what the key issues are.

Assessment of landscape effects

3.3.33. WLDC expressed concerns about the approach to assessing impacts on landscape character, noting that this has been 'sliced' into separate sections relating to the different site areas, effectively cutting down the Proposed Development into smaller

¹⁰ The Applicant has clarified at ISH1 [\[REP1-052\]](#) that ES Chapter 8 Section 8.11 incorrectly identifies the residual visual effects for these receptors as being 'beneficial'. This was corrected in the non-technical summary issued at DL1 [\[REP1-033\]](#).

elements. It was suggested that this approach has affected the assessed significance of the impacts on landscape character from the whole scheme when the disparate sections are put together. Nonetheless it is clear to the ExA that landscape effects have been assessed at a range of scales from individual sites and receptors to in-combination and cumulative effects. In this regard the LVIA methodology has been appropriately applied.

Operational life

- 3.3.34. Concerns were raised during the Examination about the implications of the increase in the operational life of the project from 40 to 60 years. In response the Applicant referred to the LVIA Methodology [\[APP-072\]](#) which sets out the approach to assessing the magnitude of landscape changes and the fact that the Proposed Development has been assessed as having a long-term (more than 10 year) duration (paragraph 1.1.52).
- 3.3.35. The assessment of long term and residual effects at year 15 would allow for the mitigating effect of the planting to be considered, with the findings of this assessment considered to be representative of the residual effects that would persist for the lifetime of the Proposed Development. It is reasonable to assume that the long term effects of the Proposed Development would be stable from year 15. Further, the provisions of the oLEMP [\[REP6-025\]](#) and the subsequent Landscape and Ecological Management Plan (LEMP), secured through the DCO, would then provide for the ongoing management of the effects identified at year 15 for later years.
- 3.3.36. Specifically, the final version of the LEMP would include a requirement to review management prescriptions at year 15 in terms of their effectiveness in mitigating visual effects. The outcome of this review would be taken forward by setting the management prescriptions for planting, management and monitoring to be followed by or on behalf of the undertaker up to year 60 (at 5-year intervals).
- 3.3.37. It is therefore reasonable to conclude that an up to 60 year operational period would not affect the application of the methodology, or the findings and conclusions around the long-term effects of the Proposed Development.

Fixed v tracker panels

- 3.3.38. The Concept Design Parameters and Principles Document [\[REP5-094\]](#) sets out that Work No. 1, the solar PV modules and mounting structures, would either be tracking panels with a maximum height of the highest part at the greatest inclination being 4.5m, or fixed modules with a maximum height of 3.5m. The question of whether the implications of the different panel dimensions have been assessed in terms of their different landscape and visual effects was discussed at ISH1. Further clarification was also sought in ExQ1, 1.8.5 [\[REP3-038\]](#).
- 3.3.39. The Applicant explained that a 'Rochdale Envelope' approach has been employed whereby the full details of the Proposed Development have not been confirmed, including dimensions of structures. Flexibility is therefore sought to address this uncertainty. As such, the highest extent of the tracker panels has been assessed on a worst-case basis. Nonetheless, in response, the Applicant provided a comparative assessment of landscape and visual effects of tracker panels and fixed panels at Appendix E of the Written Summary of the Applicant's Oral Submissions and Responses at ISH1 [\[REP1-052\]](#). This set out that there would be no significant difference in the way the 4.5m tracking panels and the 3.5m fixed panels would be experienced in the landscape.

- 3.3.40. Further discussion at ISH5 clarified the Applicant's conclusion on this point. The Applicant explained that there would be no difference in the landscape and visual impacts of tracker or fixed panels due to the nature of the existing large-scale landscape with wide views, with the Proposed Development appearing in the mid-ground in most views from the ridgeline, and with existing landscaping providing layering from woodland, trees and hedgerows. Further, the intention to grow out existing 2-3m high vegetation to 5m would provide mitigation for the 4.5m panels. Reference was also made to the fact that the impacts from the tracker panels would be balanced between times when they are held at 4.5m and other times when they are tilted as low as 2m, in comparison with the constant 3.5m height of the fixed panels.
- 3.3.41. The landscape and visual implications of the presence of solar PV panels of up to 4.5m in height will be considered in later in this Section. Overall, it appears reasonable to assess the Proposed Development on the basis of the presence of tracker panels.

ExA's reasoning: adequacy and representativeness of the landscape and visual impact assessment

- 3.3.42. The ExA is satisfied that ES Chapter 8, supporting figures and appendices and the additional information presented, is in sufficient detail to inform the baseline, to underpin the LVIA process and to identify the likely significant effects of the Proposed Development.

THE IMPACTS ON LANDSCAPE CHARACTER

- 3.3.43. The Proposed Development is not located within any nationally or locally designated landscapes. The Ridge Area of Great Landscape Value (AGLV) is located approximately 2.3km east of WB1 Site and 3.6km east of WB2, and the Laughton Wood AGLV is located approximately 350m to the northeast of WB3. The LVIA takes both designations into account.
- 3.3.44. Concerns expressed by the host authorities and IPs relate to the mass and scale of the Proposed Development and the impact this would have on the landscape character of a wide area. Specifically, LCC in their final comments [\[REP7-023\]](#) note the '*potential to transform the local landscape by altering the character on a large-scale: it also has the potential to affect the wider landscape at a regional scale, replacing large areas of agricultural or rural land with solar development, affecting the current sparsely settled and quiet agricultural character that are identified as key defining characteristics of the area*'.
- 3.3.45. The RR submitted by IPs refer to the potential urbanising/ industrialising effects of large scale solar on a predominantly rural/ agricultural landscape. Specifically, Lincolnshire is described as having a '*big sky landscape*', with the concern that this could be dominated by solar farm technology, making villages and dwellings subordinate to these developments (for example, Broxholme Parish Meeting [\[RR-031\]](#)). It is suggested that this would be particularly harmful for small rural communities, with the open countryside setting described as one of the few amenities they enjoy (7000 Acres [\[RR-001\]](#), Fillingham Parish Meeting [\[RR-091\]](#)).
- 3.3.46. The fact that the Proposed Development comprises a number of separate but connected components has implications for landscape and visual impacts. As will be noted later in this Section, the fact that it would expand across a wide area means that there are a large number of potential visual receptors. In terms of landscape impacts, Table A.6 of Annex A sets out the range of LCA's that would

potentially be impacted. Some IPs' suggest that the fragmentation of the Proposed Development across a wide area would exacerbate the transformation of the landscape (this point has also considered in terms of whether good design principles have been followed in Section 3.2).

- 3.3.47. In response the Applicant has suggested that the fact that the Proposed Development would comprise a series of independent parcels of land each set within an extensive agricultural landscape would assist with its assimilation (for example in response to ExQ1 1.8.1 [\[REP3-038\]](#)). More specifically, there would be large tracts of land between each parcel, each set apart by their associated features such as robust hedgerows, woodland and tree cover, intervening settlements and the road and rail infrastructure. The Proposed Development would also be offset from key receptors such as settlement edges, individual residential properties, PRoW and transport routes which would further assist with its assimilation and dispersion across the landscape. Further, the discrete parcels of land are placed so far apart that the Proposed Development would not be perceived in its entirety, with the solar sites distributed '*in and amongst*' the landscape features.
- 3.3.48. In practical terms it is reasonable to anticipate that the physical integration of the three solar sites with a developable area of over 507 ha, excluding the CRC, would be assisted by the dispersed nature of the Proposed Development. However, at the same time, it is also clear that such dispersal would have a wider zone of influence and reach in terms of its landscape and visual impacts.
- 3.3.49. Whilst a range of LCA would potentially be impacted by the Proposed Development, those most closely associated with the WB1, WB2 and WB3 sites are Regional 'LCA RLCT 4a Unwooded Vales' (Unwooded Vales LCA), and the West Lindsey LCAs 'LLCA Profile 3 The Till Vale' (the Till Vale LCA) and LLCA 2: Trent Valley (the Trent Valley LCA). They represent the host LCA for the Proposed Development. The Unwooded Vales LCA and the Till Vale LCA both cover a central swath to the west of Lincoln Cliff and include WB1, WB2. Whilst the Unwooded Vales LCA covers most of WB3, the Till Vale LCA covers around half of WB3. The Trent Valley LCA lies to the west and includes the other half of WB3.
- 3.3.50. By the end of the Examination the Applicant set out their position in their closing statements [\[REP7-018\]](#) that the Proposed Development would lead to adverse and neutral landscape effects during construction and year 1, but that by year 15, following establishment of the proposed mitigation and landscape enhancement planting, the effects on certain receptors would be beneficial but only ever at most minor (with reference to the Unwooded Vales LCA, the Till Vale LCA and the Trent Valley LCA.¹¹ Beneficial effects would be derived from the significant amounts of planting.
- 3.3.51. The final SoCG with LCC [\[REP7-010\]](#) sets out LCC's position that there would be adverse effects to these LCA during construction and at Year 1, but that following successful establishment of the landscape proposals, that there would be no residual significant effects to these landscape receptors. Nonetheless the Proposed Development would not result in any beneficial landscape effects. WLDC maintained their view that the adverse impacts on landscape character has been

¹¹ This statement is at odds with the residual effects identified at Section 8.11 of Chapter 8 [\[APP-046\]](#), as noted in paragraph 3.3.27 above. For the avoidance of doubt, the ExA has preferred the evidence set out in the ES as a basis for the examination.

understated by the Applicant, noting the concerns set out in their LIR about the effects on the Unwooded Vales LCA [REP1A-006].

3.3.52. Looking specifically at the effects of the Proposed Development on the host LCA, details of their character and landscape sensitivities are set out in ES Appendix 8.2 [APP-073]. In summary, they are described as being characterised as:

- A low lying flat agricultural landscape with medium/large fields;
- Being enclosed by low hedges, with hedgerow trees;
- Having limited woodland cover, though small blocks of shelter belts and mixed woodland;
- Being sparsely settled with small villages/dispersed farms linked by quiet rural lanes;
- Having extensive views long distance views from higher ground, including westward to the power stations on the River Trent, and eastward towards Lincoln Cliff; and
- The Trent Valley LCA including significant blocks of deciduous woodland, good hedgerows and hedgerow trees to create a relatively enclosed landscape.

Figure 5: Viewpoint 58 (LLC-A) Existing Winter View ¹²

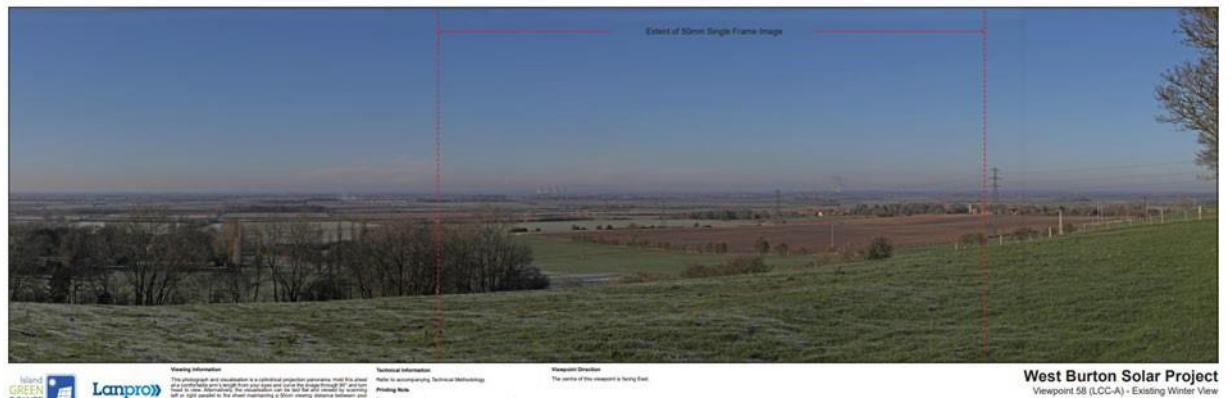
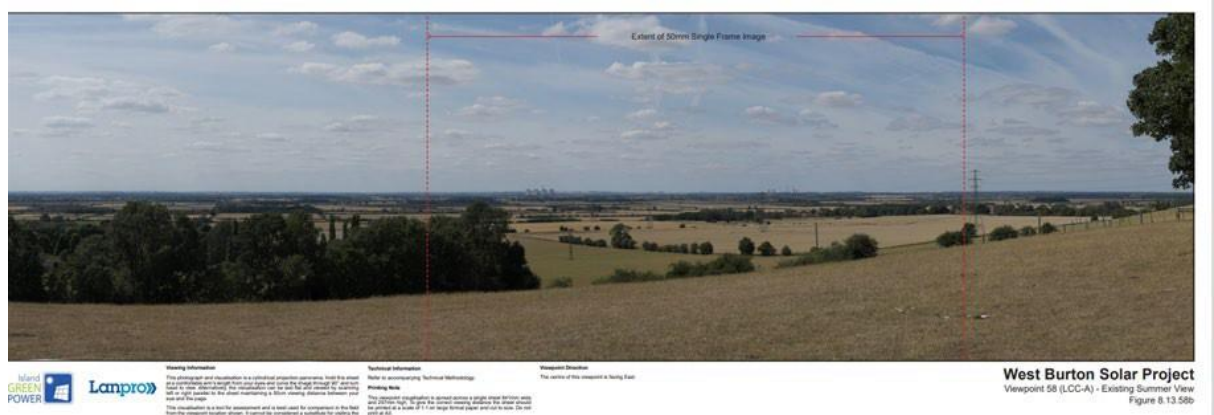


Figure 6: Viewpoint 58 (LCC-A) Existing Summer View



3.3.53. These descriptors accurately reflect the ExA’s experience of this landscape during site inspections in both summer and winter months, though noting that the enclosed landscape of the Till Vale LCA has a much lesser influence on the landscape

¹² Source: Viewpoint 58 [APP-253]

relating most directly to the Proposed Development. The view westwards from Lincoln Cliff at Viewpoint 58 (LLC-A) [\[APP-251\]](#) presented in Figures 5 and 6 captures the long distance views across the flat rural landscape from the higher ground to the east, with the distinctive cooling towers of Cottam and West Burton Power Stations in the far distance.

- 3.3.54. In the context of this flat and open landscape setting, with relatively few structural landscape elements, it would not be possible to assimilate a development of the nature and scale proposed without impacting negatively on some landscape receptors in the initial stages of development. During construction and at year 1 the integration of the Proposed Development would rely mostly on primary or embedded mitigation. The Applicant sets out that the primary mitigation has been incorporated into scheme design, noting the main elements in Table 8.49 of ES Chapter 8 [\[APP-046\]](#).
- 3.3.55. Whilst Table 8.49 suggests that the context of the Proposed Development adjacent to the ridgeline provides natural containment, this downplays the expansive nature of the landscape beyond. Similarly, whilst it suggests that the existing woodland/scrub and hedgerow cover provides a strong visual framework which could potentially screen or substantially filter views at ground level towards the solar panels, this over-plays the robustness of this green infrastructure. In particular, a key feature of the Till Vale LCA is the low Hawthorne hedgerows. Noting that the primary mitigation includes allowing existing hedgerows to grow out and then be managed to a height of 5m, it is unlikely that this would be achieved by year 1 of operation.
- 3.3.56. The secondary or 'additional' mitigation measures also set out in Table 8.49 includes new planting with the intention of strengthening and enhancing local landscape character. Concerns expressed by IPs relate to the fact that whilst landscape mitigation may screen the Proposed Development once established, this also has the potential to change landscape character. In addressing this point at ISH1, the Applicant explained that the landscaping plans set out in the oLEMP [\[REP6-025\]](#) have focused on re-enforcing and enhancing existing characteristics of the landscape, such as large-scale meadow planting and individual trees within hedgerows, rather than planting large blocks of woodland which are not in keeping with the existing landscape character.
- 3.3.57. In response to the discussion at ISH5, the Applicant was asked to clarify how the conclusion of beneficial landscape effects have been reached. In response [\[REP5-037\]](#), the Applicant referred to the dispersed nature of the Proposed Development and the points noted in para 3.3.47 above. It was also suggested that agricultural intensification has diminished the 'sense of place,' with reference to the loss of hedgerows and hedgerow trees. The mitigation planting would provide improvements and reinforcement to existing hedgerows, new hedgerows, the planting of new woodland belts and large areas of meadow, thereby providing landscape benefits. More specifically, in response to DL5 submissions from LCC, the Applicant suggested that, where visible in the wider landscape, the new planting would reinforce the well-layered landscape with a backdrop of wooded vegetation in places on the horizon [\[REP6-047\]](#).
- 3.3.58. The ExA's view is that, by providing some 7.1 km of additional hedgerow and 13.7 ha of woodland, the landscape mitigation proposals would make a beneficial contribution to the landscape, particularly in terms of reinforcing and improving the condition of hedgerows and hedgerow trees. However, the extent of structural landscaping proposals would result in a distinct change to established landscape

character. Green infrastructure of the height and solidity to provide year-round screening of the Proposed Development, including the extensive tracts of solar PV panels of up to 4.5m would change the character of this area. Specifically, it is inevitable that this would screen the current patchwork field structure and associated rural informality, visible across low lying vegetation from vantage points on the ridgeline such as Viewpoint 58 (Figure 5 and 6).

- 3.3.59. On this point WLDC express the view in their WR [\[REP1A-004\]](#) that landscape planting would reinforce the woodland features of the 'Wooded Vales' LCA, noting that parts of this LCA are located to the northwest and south of the sites. However, for the Unwooded Vales LCA the open nature of the wider agricultural landscape is a key characteristic. Therefore, whilst landscape planting may serve to mitigate adverse landscape effects, it would go beyond enhancing the characteristic qualities of the host LCAs.
- 3.3.60. The Proposed Development would also result in a distinct change to the agricultural character of this landscape and in this sense impact on 'land use' as a landscape receptor. The Applicant's conclusion is that the change to this receptor would be minor (not significant) beneficial at year 1 and year 15. The change to the land use receptor is referred to in LCC's LIR [\[REP1A-002\]](#), noting that the urbanising effect of large scale solar would be a definite and adverse change to the landscape baseline. Specifically, it was noted that the Proposed Development would create '*what may be perceived as an 'energy landscape' with industrial elements including fencing and closed-circuit television (CCTV) cameras on poles, as opposed to rural or agricultural land use [sic] at present, resulting in what is a complete change of character*'. LCC's closing submission [\[REP7-023\]](#) reiterates the view that the effects on land use would have a residual significant adverse effect.
- 3.3.61. In addressing this matter at ISH5 the Applicant made reference to the fact that there would be under-panel planting, panel separation and the reversion from arable land to grasslands and wildflowers underneath the panels. Nonetheless it is apparent that, notwithstanding the degree of separation between WB1, WB2 and WB3, the introduction of a scheme of this scale would lead to a significant change from the modest agricultural functionality of the current land use to an industrialised solar use within a structured landscape setting.
- 3.3.62. Additional concerns were raised in RR about the effect of the Proposed Development in terms of lighting in an area with low light pollution. In response to ExQ1 1.8.11 [\[REP3-038\]](#) the Applicant set out that precise measures to control lighting would be determined at the detailed design stage. As a general principle, during the construction phase lighting would be limited to that required for safe construction work during the hours of darkness. During operation lighting would only be required within the substation areas and within the BESS site, and only required for maintenance and security purposes. More specifically security lighting for CCTV around key infrastructure and at the site perimeters would utilise infrared light, and as such would not cause impacts to neighbouring residential or ecological receptors. In these respects lighting impacts would be minimised.
- 3.3.63. Finally, IPs make reference to ES Chapter 18 (Socio Economics Tourism and Recreation) [\[APP-056\]](#) para 18.7.116, which states that the Proposed Development would have a '*long-term impact on the landscape character of some tourism and recreation receptors that are reliant on the landscape context for their value, such as viewpoints, landmarks, and cultural heritage assets*'. The Applicant clarified in response to ExQ2 2.8.5 [\[REP5-039\]](#) that the assessment of impact on local tourism and recreation receptors resulted in the conclusions of a moderate-minor adverse

effect on the tourism value of landscape-based tourism attractions during the operational phase. This is an assessment of the tourism value and desirability of these receptors, some of which are landscape, but is distinct from the assessment of landscape and visual impacts in the LVIA. This point is considered further in Section 3.13.

ExA's Reasoning: The impacts on landscape character

- 3.3.64. By virtue of the scale of the project and the open nature of this modest rural landscape, the introduction of the Proposed Development would represent a significant change to local landscape character. Whilst the dispersed nature of the Proposed Development and the primary and secondary landscape mitigation would go some way towards addressing this, its wide zone of influence means that some significant adverse effects on the host LCA would remain. The ExA's view is therefore that the Applicant's assessment does not provide justification for assessing several beneficial landscape effects that have been judged would occur through the landscape mitigation measures. The ExA also agrees with LCC's assessment that there would be a long-term adverse effect on land use as a landscape receptor.

THE IMPACTS ON VISUAL AMENITY

- 3.3.65. IPs have drawn attention in their RR and WR to concerns about the effects if the Proposed Development on visual amenity, particularly when solar infrastructure is seen in the context of local villages, PRow, bridleways and rural routes. As noted above, the LVIA identifies six viewpoints, two PRow receptors and two transport receptors, that would experience significant adverse residual effects. It also identifies 18 viewpoints, two PRow, and six transport receptors that would experience adverse residual effects not considered to be significant. LCC are in agreement with the findings of the visual assessment [\[REP7-010\]](#).
- 3.3.66. Broxholme Parish Meeting have commented on the effect of the Proposed Development on the rural setting and landscape views from Broxholme Village [\[RR-031\]](#). More specifically they state that views from footpaths would be degraded and that the proposed mitigation measures would be inadequate/ ineffective, at best simply producing green walls which would obscure landscape views.
- 3.3.67. The conclusions of the Applicant's LVIA indicates that there would be a clustering of viewpoints and Transport/ PRow receptors with significant residual adverse effects around Broxholme and Ingleby villages and to the north of Saxilby, where solar infrastructure associated with WB1 and WB2 would be most visible.

Figure 7: Viewpoint 8: Facing East, Existing Summer View ¹³

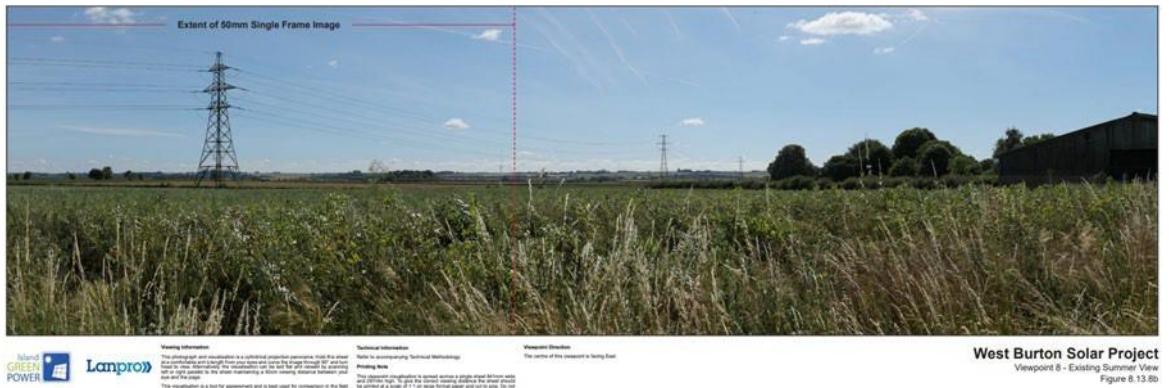


Figure 8: Viewpoint 8: Facing East, Winter View Year 1



Figure 9: Viewpoint 8: Facing East, Summer View Year 15



3.3.68.

Of note in this regard are the close association of the WB1 solar array with Viewpoint 8 and PRoW receptor PR007 at the north of Broxholme village, both of which have been identified as receptors that would experience significant adverse residual effects. Figures 7 to 9 are extracted from the visual representations presented in the Applicant’s photomontages associated with Viewpoint 8 [APP-201]. This viewpoint is seen from PR007. It indicates that at year 1 the solar arrays would

¹³ Source: Viewpoint 8: [APP-201]

be visible in the middle foreground of eastward views, and that by year 15, summer views would have a greater degree of enclosure. This would obscure the view of the ridgeline to a large degree, though it appears that some sense of the wider landscape beyond WB1 would remain.

Figure 10: Viewpoint 27: Facing North West, Existing Summer View ¹⁴

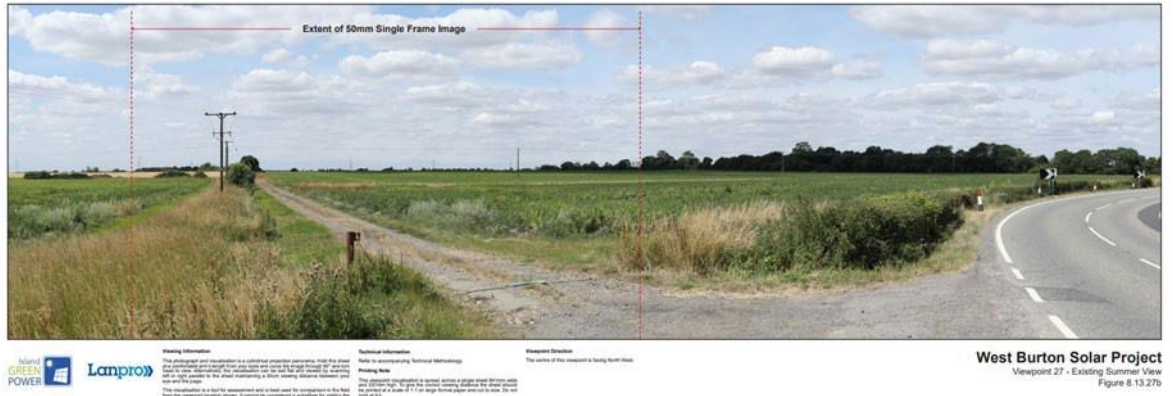


Figure 11: Viewpoint 27: Facing North West, Winter View Year 1



Figure 12: Viewpoint 27: Facing North West, Summer View Year 15



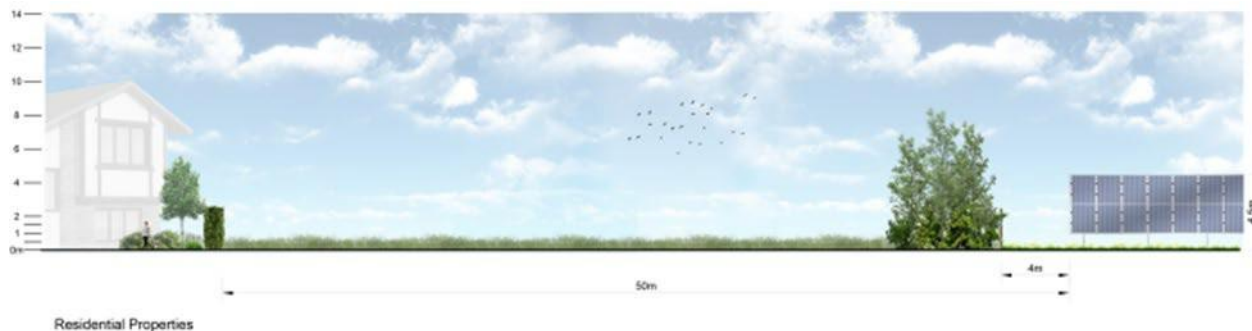
3.3.69. To the south of Ingleby, Viewpoint 27 is seen from transport receptor T009, both of which would experience significant adverse residual effects. Figures 10 to 12 are

¹⁴ Source: Viewpoint 220 [\[APP-220\]](#)

extracted from the Applicants photomontages associated with Viewpoint 27 [APP-220]. Again, this indicates that at year 1 the solar array associated with WB2 would replace long range views across a flat rural landscape to the northwest. By year 15 the same view in summer would be of a well-treed landscape, considerably foreshortening the previously open view.

- 3.3.70. The infrastructure associated with the Proposed Development would be reasonably well set back from most residential receptors, though some would experience short term significant adverse effects at construction and year 1.
- 3.3.71. Concerns were raised by Sally Elliot’s RR [RR-289] about the proximity of the western extent of the solar array associated with WB2 to her property. The effect on this residential receptor, R024, is assessed at ES Appendix 8.3 [APP-074]. The assessment sets out that there would be a minimum of 50m offset from the curtilage of this property to the solar array, and that in this case the nearest panels would be approximately 100m to the south of the dwelling beyond the field boundary hedgerow. Nonetheless this receptor would experience major significant adverse effects during construction and at year 1, with the panels prominent in views, detracting from the surrounding open countryside. Mitigation through reinforcement of the existing hedgerow with a new successional scrub and a new native woodland shelter belt would, the assessment concludes, reduce the effect to minor to moderate adverse by year 15 and beyond.
- 3.3.72. The effects of the minimum 50m offset from residential properties are illustrated in the Indicative Landscape Sections at Figure 8.19 [APP-284], with an extract at Figure 13 below. In these circumstances the presence of the solar array would be clearly apparent and, even with mitigation, this would have the effect of foreshortening and altering views which previously had open rural aspects.

Figure 13: Indicative Landscape Sections, residential properties¹⁵



- 3.3.73. WB3 would contain a substation which, having a height parameter of up to 13.2m, would be the highest element of the Proposed Development. At ExQ1 1.8.15 the Applicant was asked to clarify how this element would be seen by the closest residential receptors. In response the Applicant sets out that the closest residential receptors would be 500m from this substation. The location of the substation would be such that it would sit within some of the lower lying landform of the WB3 site, offset from visual receptors. Existing and enhanced vegetation with new native shelter belts and woodland would provide further screening. The substation would also be located alongside existing transmission lines that cross the WB3 Site, and in

¹⁵ Source: Indicative Landscape Sections at Figure 8.19 [APP-284]

this sense there would be some synergy with the existing energy infrastructure locally [\[REP3-038\]](#).

- 3.3.74. The Applicant provided further clarification on the siting of the substation at WB3 in response to ExQ2 2.8.4. This explains that the rising flanks of land to the east and west of the substation site form a low-lying corridor of land, with the landform also gently rising towards the A1500, meaning that the substation could be accommodated with limited visual impact. The closest viewpoint would be viewpoint 70 (LCC-M) [\[APP-263\]](#) to the east of the substation. The visualisations presented demonstrates that due to this siting there would be little visibility of this structure [\[REP5-039\]](#).
- 3.3.75. IPs also expressed concern about the effect of the Proposed Development on views from Lincoln Cliff and from Lincoln Castle and Cathedral. On this point, ES Chapter 8 paragraph 8.4.11 refers to the potential for long distance views from these key Lincolnshire landmarks [\[APP-046\]](#). Lincoln City lies around 8.5km to the southeast of WB1 and WB2. The ExA considered the potential for visibility of the Proposed Development from these vantage points as part of their site visit. It appears that, due to distance and intervening vegetation, whilst it may be possible to decipher the change to the landscape from this distance on a clear day, this would not be significantly harmful, as noted in the Applicants assessment of visual impacts relating to viewpoints 15 and 58 (LCC-A) at Appendix 8.3 [\[APP-074\]](#) (viewpoint 58 is indicated in Figures 5 and 6 above).
- 3.3.76. LCC have agreed in their SoCG [\[REP7-010\]](#) that it is unlikely that the Proposed Development would appear conspicuous in these views.
- 3.3.77. LCC in their LIR [\[REP1A-002\]](#) and the SoCG [\[REP7-010\]](#) raise concerns about the sequential views of the Proposed Development. In this regard they refer to adverse visual effects being exacerbated when travelling through the area, either along PRoW or local roads between villages. They also refer to the spread of the Proposed Development over a wide area due to the fragmented redline boundaries, giving a perception of being surrounded by solar development. It is suggested that sequential views do not necessarily need to provide clear open views of the solar arrays, but that a series of glimpsed views, potentially over several kilometres of travel, could be of significance.
- 3.3.78. In response, the Applicant has referred to the Guidelines on Landscape and Visual Impact Assessment (GLVIA3) guidance on cumulative and sequential visual effects. This explains that sequential views occur when the observer has to move to another viewpoint to see the same or different developments. These can be 'frequent' sequential, where features appear regularly, or 'occasional' sequential, where there are longer time lapses between occurrences due to distance or speed of travel. In referring to the effects assessed within the LVIA it is suggested that there is no anticipated intervisibility (cumulative or sequential) associated with the West Burton Solar Project and any of the other cumulative schemes from the A1500. Also, due to being set back east of the Cliff edge, there would be no visibility of the Proposed Development from the A15. Visibility of the Proposed Development would not be related to scenic routes or long distance or promoted PRoW. Mitigation planting would also screen solar infrastructure, limiting opportunities for residual effects.
- 3.3.79. Nonetheless, the ExA's view is that dispersed nature of the Proposed Development in amongst local farms and villages does mean that different elements of the Proposed Development would be apparent at different times when travelling through the area on local roads, particularly before mitigation planting has established. As

noted above, there would be a clustering of points of visibility, particularly around the villages of Broxholme and Ingleby and to the north of Saxilby. As stated by LCC in their DL5 comments [\[REP5-040\]](#), whilst these views would not necessarily be from scenic routes or long distance or promoted PRow, the frequency and extent of views would undoubtedly increase the significance of effects. In this sense it is reasonable to anticipate that there would be at least occasional sequential views of the Proposed Development. In this sense the adverse effects on visual amenity would be exacerbated by the separation of WB1, WB2 and WB3.

- 3.3.80. Finally, IPs also expressed concerns about the effectiveness of screening, noting the proposed solar PV panel heights of up to 4.5m and the length of time it may take for vegetation to establish. 7000 Acres make this point in their RR [\[RR-001\]](#). The LVIA sets out that some effects on visual receptors would be significant at construction and year 1 of operation. With mitigation this would be reduced across the majority of receptors to not significant by year 15 of operation. The monitoring and management of mitigation measures was referred to in ExQ1 1.8.13, with the Applicant responding that landscape mitigation would be monitored via the Operational Environmental Management Plan (OEMP) (which must be in accordance with the oOEMP [\[REP6-001\]](#)), and that this would control the deployment of instant screening using opaque fencing, if required [\[REP3-038\]](#).

ExA's Reasoning: The impacts on visual amenity

- 3.3.81. The ExA recognises that the visual impacts of the Proposed Development will be of particular concern to IPs living and working in the local area, and those who value the unique topography of the area and its visual relationship with Lincoln City. The dispersed nature of the Proposed Development means that there are a large number of visual receptors, with some clustering of these in the vicinity of WB1 and WB2. The ExA has found that overall the configuration of the Proposed Development, including the substation associated with WB3, and the management of landscape mitigation, would be such that the significant residual adverse visual effects would be, as the Applicant suggests, modest in number. Nonetheless, there is concern that the Applicant has not acknowledged the potential for additional adverse visual effects when the dispersed development is experienced sequentially.

THE EXTENT OF REMOVAL OF VEGETATION

- 3.3.82. At the start of the Examination IPs, including LCC in their LIR [\[REP1A-002\]](#), expressed concerns that the Applicant had not provided sufficient information about the impact upon, or protection of, existing trees, hedgerows and other important vegetation. It was suggested that these impacts would not be limited to the solar array sites of WB1, WB2 and WB3, but also associated with access and highways works to facilitate the development. The LVIA implied little or no vegetation removal and the extent of vegetation removal proposed was not clear from the Landscape and Ecology Mitigation and Enhancement Measure plans [\[APP-281\]](#) to [\[APP-283\]](#).
- 3.3.83. This matter was discussed in ISH1 where the Applicant acknowledged that the powers sought in the dDCO [\[REP7-002\]](#) relating to hedgerow removal had been broadly drafted to allow flexibility in design as this has not yet been finalised. Nonetheless, as Requirement 7 of the dDCO sets out that these powers must be exercised in accordance with the final LEMP (which must be in accordance with the oLEMP [\[REP6-025\]](#)), this would not be an unlimited power.
- 3.3.84. As currently assessed, the Applicant has estimated that there would be approximately 20 new temporary hedgerow gaps associated with the cable route (between around 82m to 142m of temporary removal) and seven new hedgerow

gaps and nine ditch crossings associated with the arrays (between around 24 to 52m of hedgerow). The flexibility sought would allow for the micro-siting of access points within these parameters at detailed design stage. The Applicant has also clarified that existing access points would be used where possible, with the short sections of hedgerow to be removed relating largely to internal access points. There hedgerow anticipated to require removal are set out in the oLEMP [\[REP6-025\]](#) Appendix C. Overall this would be modest in extent.

ExA's Reasoning: the extent of vegetation removal

- 3.3.85. The ExA is satisfied that the extent of hedgerow removal would be modest and that this would be managed through the implementation of the LEMP.

CUMULATIVE EFFECTS WITH OTHER SOLAR DEVELOPMENT

- 3.3.86. IPs have expressed great concerns about the landscape and visual effects of the Proposed Development when considered alongside the proposed Gate Burton, Cottam and Tillbridge solar schemes. LCC set out in their LIR [\[REP1A-002\]](#) that the landscape character of the local area, and potentially the region, may be completely altered, particularly when experienced sequentially when travelling through the landscape, creating the perception of an 'energy landscape' as opposed to rural or agricultural one at present. WLDC similarly refer to adverse landscape and visual effects in their WR [\[REP1A-004\]](#), both in terms of the Proposed Development on its own and cumulatively with other projects.
- 3.3.87. The Applicant's position is that there is potential for cumulative effects associated with Regional LCA and individual contributors to landscape character, but that these would not be significant. Therefore, there would be no significant adverse residual landscape and visual effects associated with the Proposed Development cumulatively with the Cottam, Tillbridge and Gate Burton solar projects.
- 3.3.88. The approach to cumulative assessment is set out in the ES Chapter 8 at Section 8.10 [\[APP-046\]](#). This refers to the geographical spread of projects over an extensive agricultural landscape, with separation between sites which would reduce intervisibility, both in combination and cumulatively with other solar projects. For example, paragraph 8.10.26 of ES Chapter 8 [\[APP-046\]](#) refers to the Gate Burton Energy Park, approximately 1km north of WB3, set within RLCT Profile: 4b: Wooded Vales LVA. The woodland associated with this area, and mature roadside woodland along the east west Willingham Road and the A1500, provides separation between the proposed Gate Burton Energy Park and the WB3 Site, ensuring that these developments occupy separate landscape compartments and maintain spatial separation.
- 3.3.89. The positions of each of these projects in terms of the cumulative effects identified in their respective LVIA is set out at Appendix E of the Joint Report on Interrelationships [\[REP6-015\]](#), summarised as follows:
- The Gate Burton ES refers to cumulative moderate adverse effects with Cottam, Tillbridge and West Burton during operation;
 - The Cottam ES refers to significant cumulative effects, but then sets out moderate adverse effects on landscape receptors during construction and operation associated with Cottam sites 1,2,3a and 3b. This includes the Unwooded Vales LCA; and,
 - The Tillbridge ES in the cumulative effects chapter refers to temporary and long term significant adverse effects on local LCA.

- 3.3.90. With reference to the adverse cumulative effects noted in the Gate Burton ES, ExQ1 1.8.19 sought clarification as to why this conclusion was not mirrored in the LVIA for the Proposed Development. In response, the Applicant set out that the assessments of each of the schemes have been undertaken independently, and different impact assessments can reach different conclusions, reflecting differences in factors including landscape value, professional opinion and the application of policy and guidance [\[REP3-038\]](#).
- 3.3.91. ExQ2 2.8.8 sought clarification on how differences in professional opinions on cumulative landscape and visual impacts have been interpreted and addressed when reaching conclusions on cumulative impacts. In response, the Applicant referred to the professional guidance in GLVIA3 relating to cumulative assessment, which sets out that *“it is always important to remember that the emphasis in EIA is on likely significant effects rather than on comprehensive cataloguing of every conceivable effect that might occur.”* These guidelines also state that, *“the emphasis must always be on the main project being assessed and how or whether it adds to or combines with the others being considered to create a significant cumulative effect”*. The focus of the cumulative assessment is therefore on the additional effect of the project in conjunction with the other identified cumulative developments [\[REP5-039\]](#).
- 3.3.92. Prior to and during the Examination, the extent of proposed solar development in this area has expanded beyond the cumulative assessment set out in the Applicant’s LVIA. This is highlighted in the Technical Note on Cumulative Effects of Additional Schemes (the Technical Note) [\[REP7-016\]](#). The Technical Note identifies six additional schemes as having potential cumulative effects with the Proposed Development, noting the potential for simultaneous construction, operation (year 1 and year 15) and decommissioning. In summary, the assessment at Table 3.1 sets out the following conclusions, based on information available up to the close of the Examination in May 2024:
- One Earth and Great North Road: noting that there would be no intervisibility due to the distance between the schemes, intervening topography, built structures and vegetation, conclusion no significant cumulative adverse effects in respect of cumulative landscape and visual effects resulting from simultaneous construction as well as during operation (year 1 and year 15) and decommissioning;
 - Stow Park Solar Farm: no increase in the significance of effects identified within the LVIA undertaken for the Proposed Development, therefore no significant cumulative adverse landscape and visual effects were identified. As noted in paragraph 3.3.30 above, the potential for cumulative effects at Viewpoint 44 on Cowdale Lane is identified;
 - Fosse Green Solar Farm, Springwell Solar Farm and Beacon Fen Solar Farm: noting that there would be no intervisibility due to the distance between the schemes, intervening topography, built structures and vegetation, there would be no significant cumulative adverse effects in respect of cumulative landscape and visual effects; and,
 - Steeple Renewables Project: initial review suggests some small areas of potential intervisibility to the south of the village of Marton and along the western extents of the WB3 site, though the Applicant’s view is that cumulative landscape and visual effects would not lead to an increase in the significance of effects identified within the LVIA undertaken for the Proposed Development.
- 3.3.93. LCC set out concerns about cumulative landscape effects in Appendix 1 of their LIR [\[REP1A-002\]](#). These relate to cumulative effects on the Trent Valley LCA, the Till

Vale LCA and the Unwooded Vales LCA, the host LCA, on each of which it is considered there would be residual significant moderate adverse cumulative effects. Also, LCC consider that there would be residual significant moderate to major adverse cumulative effects on land use as a landscape receptor. These matters remain not agreed with the Applicant in LCC's final SoCG [\[REP7-010\]](#).

- 3.3.94. IPs raised general concerns regarding cumulative effects of a number of solar developments when seen together from prominent viewpoints. In this regard the Applicant's assessment of the cumulative visual effects associated with views from Lincoln Cliff at Viewpoint 58 (LCC-A) (Figure 5 and 6 above) states that these would not be significant [\[APP-074\]](#). Nonetheless it recognises that there may be opportunities for successional glimpses of the West Burton and Cottam sites which would be regarded as two detached solar schemes in two separate landscape parcels.
- 3.3.95. More specifically, LCC's LIR refers to the potential for sequential visual effects associated both with the cumulative effects of the experience of potentially several solar projects in succession when travelling through this landscape [\[REP1A-002\]](#). In response to ExQ1 1.8.20 which sought to clarify whether sequential effects have been considered, the Applicant sets out that in combination and sequential visibility of the cumulative developments has been considered. In summary, there would be an adverse cumulative impact on some receptors (viewpoints 58 (LCC-A) and 15, and transport receptors T005 and T058) but these would be either negligible or minor adverse and therefore not significant [\[REP3-038\]](#).

ExA's Reasoning: Cumulative effects with other solar development

- 3.3.96. When consideration is given to the locations and geographical coverage of the solar NSIPs set out in the Joint Report on Interrelationships (Figure 2) and the other proposed solar developments (Figure 3), it is not unreasonable to anticipate that there would be adverse cumulative landscape and visual effects beyond those set out in the Applicant's LVIA. It is likely that this would be most apparent in strategic views such as those from Lincoln Cliff.
- 3.3.97. Further, noting the extent of these schemes, should a number of them be permitted there would be a likelihood of experiencing them on at least an 'occasional sequential' basis when travelling through the area. The ExA's view is that the LVIA for the Proposed Development underestimates the potential for cumulative sequential visual impacts.
- 3.3.98. The focus of the Applicant's LIVA assessment on the intervisibility between solar schemes, and therefore combined views, does not fully acknowledge the potential landscape and visual effects of the spread of considerable, albeit dispersed, solar development across an extensive area. The ExA's view is that this assessment has underestimated the potential for cumulative visual impacts. This is not to suggest that the Applicant's LVIA has not been correctly undertaken accordance with professional guidelines (GLVIA3), but rather the scale and spread of solar development proposals across this region is both considerable and unprecedented.
- 3.3.99. In landscape terms, given the extent of proposed solar development across West Lindsey District and beyond, should more than one of the NSIP scale solar schemes progress, their combined effect could have a significant impact on the host LCAs of the area. The concern is that solar development on the scale potentially anticipated over coming years would have the effect of marking a distinct shift from the largely

modest and open agrarian landscape of the host LCA's to an energy landscape characterised by glimpses of solar infrastructure set within structured landscaping.

CONCLUSIONS

- 3.3.100. The ExA is satisfied with the adequacy and representativeness of the LVIA presented in ES Chapter 8 [\[APP-046\]](#), along with the supporting figures, appendices and the additional information. As a collective, this information is in sufficient detail to inform the baseline, to underpin the LVIA process, and to identify the likely significant effects of the Proposed Development. This has also taken into account local landscape character assessments and in this regard complies with 2011 NPS EN-1.
- 3.3.101. The scale and therefore wide zone of influence of the Proposed Development, along with the open nature of this modest rural landscape, would mean that there would be adverse landscape effects on the host LCAs. This would be mitigated to some degree by the dispersed nature of WB1, WB2 and WB3, and primary and secondary landscape mitigation. However, whilst the ExA acknowledges that there would be some beneficial effects associated with the reinforcement and maintenance of hedgerows, the Applicant's assessment does not provide justification for identifying the extent of beneficial landscape effects, noting particularly that the extent of additional planting would go beyond reinforcing LCA character. Also, there would be a long-term adverse effect on land use as a landscape receptor.
- 3.3.102. In terms of impacts on visual amenity, the dispersed nature of the Proposed Development means that there are a large number of visual receptors. There would be a clustering of the viewpoints, transport and PRoW receptors that would experience adverse effects in the vicinity of WB1 and WB2. Nonetheless, the ExA has found that the configuration of the Proposed Development, including the substation associated with WB3, and the management of landscape mitigation, would be such that the significant residual adverse visual effects would be modest in number. In this sense the Proposed Development would comply with the requirements of 2011 NPS EN-1 and 2011 NPS EN-5.
- 3.3.103. Overall, the Applicant's approach to minimising and mitigating the landscape and visual effects of the Proposed Development, would be reasonable and therefore in general accordance with 2011 NPS EN-1, and also 2024 NPS EN-1 and 2024 NPS EN-3.
- 3.3.104. It is relevant to note that 2024 NPS EN-3 refers to the fact that solar farms may have a wider zone of visual influence than other types of onshore energy infrastructure, though effective screening and appropriate land topography mean that the area of the zone of visual influence could be appropriately minimised. Nonetheless, the ExA has concerns that there would also be the potential for additional adverse visual effects when the dispersed development is experienced sequentially.
- 3.3.105. The ExA is satisfied that the extent of hedgerow removal would be modest and that this would be managed through the implementation of the Landscape and Ecological Management Plan. In this regard the requirements of 2024 NPS EN-3 are relevant (para 2.10.100 and 2.10.101). The ExA has also found that the landscape and visual impacts of security measures, including the security lighting for CCTV, would be minimised (para 2.10.47 and 2.10.48).

- 3.3.106. Turning to the cumulative effects with other solar developments, the ExA has found that the extent of proposed solar NSIP's, along with other proposed solar development across West Lindsey District and beyond, raises concerns about their potential combined effect on the landscape character of a wide area, as well as cumulative sequential visual impacts. Of relevance in this regard is the reference in 2024 NPS EN-3 to the fact that the SoS will take into account the effect of the development on landscape character, together with the possible cumulative effect with any existing or proposed development (para 2.10.157).
- 3.3.107. The ExA has also had regard to the points raised in the LIR's and the Local Plan policies to which they refer. Based on the ExA's findings on landscape and visual matters, there would be some conflict with CLLP Policies S53 and S14 in relation to the requirement for development to contribute positively to local character and landscape. The Proposed Development would comply with those aspects of Policies S53, S14 and S66 in relation to the need to retain existing natural features including hedgerows and trees to ensure that the development can be satisfactorily assimilated into the surrounding area.
- 3.3.108. Taking all these matters into account and acknowledging that there would be some modest beneficial landscape and visual effects as well as adverse ones, the ExA ascribes moderate weight against the Order being made in relation to landscape and visual effects.

3.4. HISTORIC ENVIRONMENT

INTRODUCTION

- 3.4.1. The main issues raised in the Examination related to the following:
- The archaeological investigations undertaken by the Applicant;
 - The adequacy of the Written Scheme of Investigation;
 - The effect of the Proposed Development on the significance of the medieval bishop's palace and deer park, Stow Park; and
 - Cumulative effects.

POLICY CONSIDERATIONS

- 3.4.2. The assessment of heritage matters as set out in 2011 NPS EN-1 requires the Applicant to:
- Provide a description of the significance of the heritage assets and likely archaeological features that may be affected by the Proposed Development and the contribution of their setting to that significance (para 5.8.8, 5.8.10). This understanding should be used to avoid or minimise conflict between conservation of that significance and proposals for development (paragraph 5.8.12).
 - Ensure that the extent of the impact of the proposed development can be adequately understood from the application with supporting documents, and that the level of detail required is proportionate to the importance of the heritage asset (para 5.8.8 to 5.8.10).
 - Where a development site has the potential to include heritage assets with an archaeological interest, carry out appropriate desk-based assessments, supplemented by field evaluation if the former is insufficient to assess archaeological interest (para 5.8.9).

3.4.3. In reaching a decision the SoS should:

- seek to identify and assess the particular significance of any heritage asset that may be affected including the setting of the heritage asset (para 5.8.11);
- take account of the particular nature of the significance of the heritage assets and the value they hold for this and future generations (para 5.8.12);
- take into account the desirability of sustaining and enhancing the significance of heritage assets (para 5.8.13);
- presume in favour of conserving designated heritage assets. Any harmful impact on the significance of a designated heritage asset to be weighed against the public benefit of development, recognising that the greater the harm to the significance of the heritage asset the greater the justification will need to be for any loss. Where the application will lead to substantial harm to or total loss of significance of a designated heritage asset the decision-maker should refuse consent unless it can be demonstrated that the substantial harm to or loss of significance is necessary in order to deliver substantial public benefits that outweigh that loss or harm (para 5.8.13 and 5.18.15);
- where loss of significance of any heritage asset is justified on the merits of the development proposed, the decision-maker should consider imposing a condition or requirement for the applicant to enter into an obligation that will prevent such loss occurring until it is reasonably certain that the relevant part of the development is to proceed (para 5.8.17);
- where development would affect the setting of a designated heritage asset, the decision-maker should treat applications that preserve those elements of the setting that make a positive contribution to, or better reveal the significance of, the asset should be treated favourably. Where applications do not so this, the decision-maker should weigh any negative effects against the wider benefits of the application. The greater the negative impact on the significance of the designated heritage asset, the greater the benefits that will be needed to justify approval (para 5.8.18);
- recognise that a documentary record of our past is not as valuable as retaining the heritage asset and therefore the ability to record evidence of the asset should not be a factor in deciding whether or not consent should be given (para 5.8.19);
- require the developer to record and advance understanding of the significance of a heritage asset before it is lost, proportionate to the degree of significance of the asset where loss of significance of any heritage asset is justified on the merits of the development proposed (para 5.8.20);
- impose requirements where such recording and publication is required that such work is carried out in a timely manner in accordance with an agreed and secured written scheme of investigation (para 5.8.21); and
- impose requirements to secure appropriate identification and treatment of such assets discovered during construction where the decision maker considers there is a high probability of as-yet undiscovered assets (para 5.8.22).

3.4.4. 2024 NPS EN-1, which is an important and relevant consideration, indicates at Section 5.9 a continuation policy relating to the assessment of effects on the historic environment.

3.4.5. Also, Section 2.10 of 2024 NPS EN-3 sets out factors associated with the assessment of cultural heritage effects associated with solar PV generation. Points of note include:

- solar PV developments on the historic environment will require expert assessment in most cases and may have effect both above and below ground (2.10.107);
- below ground impacts, although generally limited, may include direct impacts on archaeological deposits through ground disturbance associated with trenching, cabling, foundations, fencing, temporary haul routes etc (2.10.109);
- solar PV developments may have a positive effect, for example archaeological assets may be protected by a solar PV farm as the site is removed from regular ploughing and shoes or low-level piling is stipulated (2.10.110);
- sites with archaeological interest should have an appropriate desk-based assessment and, where necessary, a field evaluation. This should identify propose appropriate schemes of investigation, and design measures, to ensure the protection of relevant heritage assets (2.10.113);
- the extent of investigative work should be proportionate to the sensitivity of, and extent of, proposed ground disturbance in the associated study area (2.10.115);
- as the significance of a heritage asset derives not only from its physical presence but also from its setting, careful consideration should be given to the impact of large-scale solar farms which depending on their scale, design, and prominence, may cause substantial harm to the significance of the asset (2.10.118).

3.4.6. 2024 NPS EN-5 also refers at paragraph 2.6.45 *'the potentially very disruptive effects'* of undergrounding cabling on archaeological and heritage assets.

3.4.7. Paragraph 200 of the NPPF, among other matters, states that: *'In determining applications, local planning authorities should require an applicant to describe the significance of any heritage assets affected, including any contribution made by their setting. The level of detail should be proportionate to the assets' importance and no more than is sufficient to understand the potential impact of the proposal on their significance'*.

3.4.8. Paragraph 205 of the NPPF requires that: *'When considering the impact of a proposed development on the significance of a designated heritage asset, great weight should be given to the asset's conservation (and the more important the asset, the greater the weight should be). This is irrespective of whether any potential harm amounts to substantial harm, total loss or less than substantial harm to its significance.'* Paragraph 206 then states that: *'Substantial harm to or loss of.....assets of the highest significance, notably scheduled monuments, protected wreck sites, registered battlefields, grade I and II* listed buildings, grade I and II* registered parks and gardens, and World Heritage Sites, should be wholly exceptional.'*

3.4.9. Paragraph 208 of the NPPF states that: *'Where a development proposal will lead to less than substantial harm to the significance of a designated heritage asset, this harm should be weighed against the public benefits of the proposal including, where appropriate, securing its optimum viable use.'*

3.4.10. The CLLP Policy S57 sets out that development should protect, conserve and seek opportunities to enhance the historic environment. In instances where a development proposal would affect the significance of a heritage asset (whether designated or non-designated), including any contribution made by its setting, the applicant will be required to describe and assess the significance of the asset, including its setting; identify the impact of the proposed works on the significance and special character of the asset, including its setting; and provide a clear justification for the works, so that the harm can be weighed against public benefits.

- 3.4.11. Policy S57 provides support for development proposals where they protect the significance of heritage assets (including where relevant their setting) by protecting and enhancing amongst other things their historic character, historical associations and landscape features, and through consideration of scale, design, views and vistas both from and towards the asset. Also, development proposals that will result in substantial harm to, or the total loss of, a designated heritage asset will only be granted permission where it is necessary to achieve substantial public benefits that outweigh the harm or loss. Where a development proposal would result in less than substantial harm to a designated heritage asset, permission will only be granted where the public benefits, including, where appropriate, securing its optimum viable use, outweigh the harm.
- 3.4.12. In terms of archaeological interest, Policy S57 sets out that development affecting archaeological remains, whether known or potential, designated or undesignated, should take every practical and reasonable step to protect and, where possible, enhance their significance. Applications should be accompanied by an appropriate and proportionate assessment to understand the potential for and significance of remains, and the impact of development upon them. If initial assessment does not provide sufficient information, developers will be required to undertake field evaluation in advance of determination of the application. This may include a range of techniques for both intrusive and non-intrusive evaluation, as appropriate to the site. Wherever possible and appropriate, mitigation strategies should ensure the preservation of archaeological remains in-situ. Where this is either not possible or not desirable, provision must be made for preservation by record according to an agreed written scheme of investigation submitted by the developer and approved by the planning authority.

THE APPLICANT'S APPROACH

- 3.4.13. The consideration of heritage, historic landscape character and archaeological matters is contained in ES Chapter 13: Historic Environment [\[APP-051\]](#). In addition, the Applicant submitted the following appendices to accompany the application:
- Archaeological Desk-Based Assessments (DBA) [\[APP-105\]](#) to [\[APP-108\]](#)
 - Archaeological Geophysical Survey Reports [\[APP-109\]](#) to [\[APP-114\]](#)
 - Geoarchaeological Desk-Based Assessments [\[APP-115\]](#)
 - Air Photo and LiDAR Mapping and Interpretation [\[APP-116\]](#)
 - Heritage Statement [\[APP-117\]](#) to [\[APP-119\]](#)
 - Archaeological Evaluation Trenching Reports [\[APP-120\]](#) and [\[APP-121\]](#)
 - Archaeological Written Scheme of Investigation [\[APP-122\]](#)
 - Cultural Heritage Impact Assessment Tables [\[APP-123\]](#)
 - Consultation Response Table [\[APP-124\]](#)
 - Heritage Viewpoint Methodology [\[APP-125\]](#)
- 3.4.14. The Applicant also submitted the following during the course of the Examination:
- Comparison of Archaeological Evaluation Investigations in Solar Schemes [\[REP4-001\]](#)
 - ES Addendum Chapter 13: Archaeological Trial Trenching Evaluation Fieldwork for the Shared Cable Corridor [\[REP4-076\]](#)
 - Without Prejudice Written Scheme of Investigation [\[REP4-033\]](#)
 - Stow Park Cultural Heritage Position Statement [\[REP5-027\]](#)
- 3.4.15. In summary, the information in ES Chapter 13 presents the cultural heritage baseline conditions, an assessment of the likely effects upon the cultural heritage resource and sets out the proposed mitigation strategies. Cumulative impacts

resulting from the combined effects of the Proposed Development with other significant and relevant committed proposals within the vicinity are discussed. It also sets out the identified residual effects are identified that would occur as a result of the development, assuming the implementation of the proposed mitigation.

- 3.4.16. A Cultural Heritage Position Statement (the CHPS) was submitted as part of the SoCG with LCC [\[REP7-010\]](#) at the end of the Examination.

Archaeology

- 3.4.17. The Heritage Statement [\[APP-117\]](#) to [\[APP-119\]](#) assesses 17 Scheduled Ancient Monuments (SAM), as designated archaeological remains, within the 5km study area. This focuses on visual impacts and sets out that they would appear as a continuum, with low-level impacts commencing at the beginning of the construction phase, increasing in magnitude and reaching a peak at the beginning of the operational phase, continuing for up to 60 years (with some potential reduction in visual impact as landscape mitigation matures).
- 3.4.18. As visual impacts would have the greatest magnitude and duration during the operational phase, this was the main focus of the assessment of impacts, though recognising that for the medieval bishop's palace and deer park, Stow Park, cumulative construction impacts would be significant. The Heritage Statement concludes that with the use of the shorter fixed panels and the reversibility to the current baseline, the overall harm to this SAM will be less than substantial harm (at the upper end of the spectrum of less than substantial harm). At the decommissioning stage impacts are assessed as being no greater than during the operational phase, noting also that they would be temporary, medium term and reversible in nature.
- 3.4.19. The ES recognises that any impacts on non-designated archaeological remains would largely occur during the construction phase, when activities such as the installation of panels and other infrastructure such as sub-stations, cable routes, the haul roads and access routes have the potential to have an adverse, permanent, and irreversible impact upon buried archaeology. The assessment indicates that most of the identified effects upon archaeological remains would be 'not significant', with this mostly ranging between negligible and slight adverse. However, there is the potential for up to moderate or large adverse effects to occur at some archaeological receptors, although there is uncertainty regarding some of these due to lack of clarity about the nature of the remains themselves.
- 3.4.20. During the operational phase the impacts to buried archaeological features would be of a largely beneficial nature, due to these remains being taken out of the agricultural cycle of regular ploughing. During decommissioning, the potential for impacts to archaeological remains as a result of any proposed groundworks and/or plant movement would be addressed by mitigation strategies included in the Decommissioning Environmental Management Plan (DEMP). This is referred to in the oDS [\[REP6-024\]](#) and would be a requirement of the DCO.
- 3.4.21. Embedded mitigation measures include the use of concrete feet; removal of panels from sensitive areas should it not be possible to use concrete feet; optional use of lower fixed rather than tracker panels to reduce the visibility of the solar arrays and landscape planting to provide screening. For buried archaeological remains, where embedded mitigation is not planned, 'preservation by record' is proposed to off-set the potential impacts.

Historic Buildings

- 3.4.22. The Proposed Development is not anticipated to result in any direct, physical impacts to Listed Buildings during the construction phases or operation phases, though there are anticipated to be some negligible/minor adverse effects due to intervisibility between the WB1, WB2 and WB3 sites. For non-designated historic buildings, the effects during construction and operation phases were assessed as resulting in mostly neutral or slight adverse. However, for two (Greenfields Farm, Stow and Poplar Farm, Marton) the assessment of adverse impacts could result in 'significant' moderate adverse effects in the absence of additional mitigation.
- 3.4.23. The landscape mitigation proposals (considered in Section 3.3 above) would provide screening (by Year 15) for some of these assets which would help to reduce the visual impact of the solar panels and other site infrastructure.

Historic Landscape

- 3.4.24. There are no Registered Parks and Gardens within the 5km study area. This consideration relates to the non-designated historic landscape, specifically the county-wide Historic Landscape Characterisation (HLC), which was completed and published for Lincolnshire in 2011.
- 3.4.25. The Heritage Statement sets out that, for the most part, the impacts that would be most evident in the operational phase would commence during construction. The exception to this would be the effects on the CRC which would be construction specific. The assessment sets out that these impacts would all be short term and reversible, caused by changes of land-use and access due to the excavation of the cable trench and the laying of cable, the construction of temporary laydown areas and compounds, and/or cutting through hedgerows, some of which are historically important. These effects are assessed as being negligible/slight adverse in terms of significance, though the effects on the shared CRC (for the Proposed Development along with the Cottam, Gate Burton and Tillbridge solar projects) would be more impactful due to the likely extended period of excavation, resulting in effects of up to minor adverse.
- 3.4.26. During the operational phase, the assessment sets out that the Proposed Development would largely preserve the historic landscape parcels and associated elements intact. Also, the visual impacts and change in land-use, though long term, would ultimately be reversible. Nonetheless, significant moderate adverse effects were assessed for HLC units relating to WB2 and WB3. During decommissioning, the potential for impacts to the historic landscape would be addressed by mitigation strategies included in the DEMP, referred to in the oDS [\[REP6-024\]](#), a requirement of the DCO.
- 3.4.27. Mitigation through new planting and reinforcement of existing vegetation would have an overall beneficial effect by reinforcing the historic landscape character, but the assessment scores for individual HLC units would remain unchanged.

In-combination and cumulative effects

- 3.4.28. During the construction and decommissioning phases, in-combination effects would be experienced at all receptors where there would be visual, noise and or dust impacts due to construction traffic. During the operational phase, there would be in-combination visual effects upon the setting of the Roman villa west of Scampton Cliff Farm where views from the Lincoln Cliff contribute to its significance.

- 3.4.29. There would be beneficial in-combination effects at the operational (year 15) stage to the overall character of the designated heritage assets as the new mitigation planting would assist with framing and softening within the landscape. The embedded ecological mitigation would result in a large-scale reversion of arable to permanent grassland. The adoption of ecological buffer zones would remove areas from arable cultivation and remove the threat to buried archaeological remains from deep ploughing. However, at three heritage receptors the planting proposals would have an adverse impact upon buried archaeological remains or earthworks. These impacts would require archaeological mitigation in the form of ‘strip, map and sample’ excavation.
- 3.4.30. In terms of the other solar NSIPs considered in the Joint Report on Inter-Relationships [\[REP6-015\]](#), the Applicant’s assessment recognises that there would be cumulative effects from each of these schemes upon the overall archaeological resource in the local area, as it is likely that each would adversely impact upon buried archaeological remains within their respective Order Limits to some degree, even when taking into account embedded and additional mitigation.
- 3.4.31. There would also be cumulative effects on the setting of the Roman villa west of Scampton Cliff Farm, because the other NSIPs in the vicinity of the Proposed Development would also be likely to be visible from this elevated viewpoint along the Lincoln Cliff.
- 3.4.32. Noting that significant effects are identified on the setting of the medieval bishop’s palace and deer park, Stow Park (taking into account mitigation), the assessment sets out that there would be no significant cumulative effects from any of the other NSIPs on this heritage receptor.

Residual Effects

- 3.4.33. The residual effects on cultural heritage are summarised out in ES Chapter 13 [\[APP-051\]](#) Tables 13.32 to 13.34 respectively. Those effects that are assessed as potentially significant, that is scored as Moderate Adverse / Moderate Beneficial or higher, are set out in Tables 1 to 3.

Table 1: Significant Residual Effects on Scheduled Ancient Monuments

Site	Effect
The medieval bishop's palace and deer park, Stow Park	Moderate Adverse effects (to setting) during construction. Large Adverse effects (to setting) during the operational phase. Moderate Adverse effects (to setting) during decommissioning.

Table 2: Significant Residual Effects on Non-designated archaeological remains

Site	Effect
AR13 (North Ingleby DMV)	Potentially Moderate Adverse effects during construction (if the feature affected is of medieval origin, which is uncertain)

Site	Effect
AR25 (Undated enclosure)	Potentially Moderate Adverse effects during construction (depending upon the date/significance of the geophysical anomalies).
AR26 (Possible ring ditch and field systems)	Potentially Large Adverse effects during construction (depending upon the date/significance of the geophysical anomalies)
AR44 (Stow Park Deserted Medieval Settlement)	Potentially Moderate Adverse effects during construction (depending upon the level of survival)
AR64 (Rectilinear enclosure)	Potentially Large Adverse effects during construction (depending upon the date/significance of the geophysical anomalies).
AR68 (Anomalies indicative of Iron Age/Romano-British to Medieval period settlement)	Potentially Large Adverse effects during construction (depending upon the date/significance of the geophysical anomalies and level of impact).

3.4.34. In addition to the adverse impacts identified above, the Applicant identifies 22 archaeological (or potential archaeological) sites there could be up to moderate or large beneficial effects during the operational phase as a result of their removal from the ploughing regime that would otherwise be damaging them.

Table 3: Significant Residual Effects on historic landscapes

Site	Effect
HLI21266 – Parliamentary Planned Enclosure	Moderate Adverse effects during the Operational Phase due to the industrialising effect of the installation of panels upon historic landscape character.
HLI20787 – Modern Fields	Moderate Adverse effects during the Operational Phase due to the industrialising effect of the installation of panels upon the historic landscape character.
HLI20791 – Modern fields	Moderate Adverse effects during the Operational Phase due to the industrialising effect of the installation of panels upon the historic landscape character.
HLI20860 – Parliamentary Planned Enclosure	Moderate Adverse effects during the Operational Phase due to the industrialising effect of the installation of panels upon the historic landscape character.

3.4.35. The Applicant has also identified slight adverse effects on the setting of a number of listed buildings during the construction and operation stages.

ISSUES CONSIDERED DURING THE EXAMINATION

THE ARCHAEOLOGICAL INVESTIGATIONS UNDERTAKEN BY THE APPLICANT

- 3.4.36. During the Examination LCC and Nottinghamshire County Council (NCC) were represented by their respective County Archaeologists, often producing joint representations and joint responses to matters raised. The Applicant notes that the position set out in the CHPS (as part of the SoCG with LCC [\[REP7-010\]](#)) is shared by both LCC and NCC County Archaeologists.
- 3.4.37. There is no dispute that the Applicant has undertaken full and detailed desk-based assessments and that these have been used to inform the intrusive field evaluations and the production of a detailed mitigation strategy (as set out in ES Chapter 13 [\[APP-051\]](#)). This includes Historic Environment Record data, as well as the results of specifically commissioned air photo and LiDAR analysis and geophysical survey. NCC/LCC raised concerns regarding the interpretation of the air photo and LiDAR features, in their response to the Written Scheme of Investigation (WSI) at DL4 [\[REP4-078\]](#). However, the CHPS [\[REP7-010\]](#) refers to this being an agreed matter, with LCC and NCC deferring to HE science advisor to comment on the quality of the geo-archaeological aspects of the desk-based assessment.
- 3.4.38. The question of whether the extent of trial trenching undertaken to date was an adequate basis for informing the WSI was a particular focus of the Examination. Concerns in this regard were raised in the LIR from NCC [\[REP1-003\]](#) and the LIR from LCC [\[REP1A-002\]](#). The Archaeological Evaluation Trenching Reports ([\[APP-120\]](#) and [\[APP-121\]](#)) set out that the evaluation trenching undertaken within the solar sites comprises 358 trenches measuring 50m by 1.8m. This is calculated by the Applicant to equate to an overall sample of 0.36%. In relation to the shared CRC, the Applicant has calculated the total sample of trenching for this area to be 0.65%.
- 3.4.39. The CHPS sets out that in June 2022 LCC were broadly content with a draft WSI for trial trench evaluation in areas of archaeological sensitivity identified by geophysical survey. Where evaluation trenching has been undertaken, there is agreement that this has been sufficient to understand the character, quality and preservation, and significance of identified archaeological remains. Also, in relation to the shared CRC, the CHPS sets out that LCC agree that the extent and quality of collected baseline data was sufficient to inform an appropriate mitigation strategy. At this point LCC were of the view that trenching in blank areas would require further discussion, and possibly further desk based/survey data to focus trenching activity [\[REP7-010\]](#).
- 3.4.40. More specifically, the concerns of LCC/NCC relate to the fact that large areas where previous archaeological evaluation techniques have not identified archaeological potential have not been subject to evaluation trial trenching. These are effectively 'blank' areas of the site and include non-shared areas of the CRC. They set out that targeting such blank areas is essential for 'ground truthing', that is determining the archaeological potential across a proposed development as different types of archaeology and geology may limit or mask the effectiveness of non-intrusive evaluation techniques. In this regard geophysical survey alone cannot be relied on to define areas of archaeological significance and therefore should not be used solely, or even mainly, as a basis for identifying areas of archaeological mitigation.
- 3.4.41. In their submission at DL4, LCC/NCC set out that adequate trenching has only taken place across 21% of the site and therefore this part of the site can be effectively mitigated, with 79% remaining without effective mitigation [\[REP4-078\]](#).
- 3.4.42. An on-line meeting in March 2023 (referred to in the SoCG with LCC [\[REP7-010\]](#)) sets out that Historic England (HE) shared these concerns, noting that areas not

subject to evaluation trial trenching appeared to be quite large. Therefore the Proposed Development contained a high level of risk. HE believed that a middle ground (between no trenching or a high sample of trenching) should be found to proportionately manage risk. HE stated “*whilst it would be preferable to address additional trenching pre-consent, a phase of additional conditioned trenching post-consent (but as far ahead of construction as possible) would be the next-best option to de-risk ‘blank’ areas*”. Nonetheless the SoCG with HE [\[REP6-042\]](#) sets out their position that matters relating to evaluation trial trenching should be discussed with the County Archaeologists.

- 3.4.43. In response to ExQ1 1.7.3, which refers to LCC/NCC’s concerns, the Applicant sets out their position that extensive archaeological baseline assessment and non-intrusive evaluation that have been undertaken. The information from these assessments has enabled successful identification of the absence, presence and extent of archaeological sites within the Order Limits. They note that the programme of evaluation trenching both verified the results of the non-intrusive assessments and, where archaeological features had been identified, provided further information regarding their nature, extent, preservation and significance [\[REP3-038\]](#).
- 3.4.44. The Applicant also explained at ISH4 that these investigations have provided an adequate understanding of archaeological potential and developmental impacts in line with local and national guidance. In turn, this has provided sufficient information to inform the Application and a robust mitigation strategy, which is set out in the WSI [\[REP5-016\]](#). This would be secured by Requirement 12 of Schedule 2 to the dDCO and would ensure that any archaeological remains that are found during the construction of the Proposed Development would be appropriately recorded and managed.
- 3.4.45. Specific concerns about the adequacy of investigations undertaken in identifying the potential for buried archaeological remains were raised by LCC/NCC in ISH5. In their post hearing comments [\[REP5-040\]](#), LCC referred to the fact that unexpected human remains were found in the investigations undertaken for the Cottam Solar Project, part of the same landscape as the Proposed Development. They state that there was no indication of the presence of these remains from desk-based information or geophysical survey results. The skeletons happened to be found as the trenching was targeting nearby features which were unrelated. These Saxon skeletons were found 20cm below the ground surface, meaning they would have been crushed and destroyed by piling, by ground anchors, by trenches dug for cables, or by the compaction of machines during groundworks.
- 3.4.46. In response to this particular point, the Applicant for the Proposed Development, noting that they are also responsible for the Cottam Solar Project, set out that these buried archaeological remains were not unexpected [\[REP5-037\]](#). The area had been covered by geophysical survey and a series of ditches and other anomalies had been found. Therefore, an archaeological site was identified in this area with trenches positioned to specifically target those anomalies. The trenches found a series of burials. The finds were only unexpected insofar as the Applicant had not, until that point, fully understood the character of the archaeology, however this was the reason the trenches were positioned in this area. By undertaking trenching in an informed way, the Applicant was able to fully characterise the archaeology. The burials had been heavily damaged by agricultural activity, and the Cottam scheme provided the opportunity and mechanism to preserve the archaeology rather than continue to let it be subject to plough damage.

- 3.4.47. ExQ2 2.7.4 sought to clarify what LCC/NCC would require as part of the archaeological assessment to support an effective mitigation strategy. Their response set out that they would be content to move forward with 2% trenching across the remaining 79% of the impact zone. The trenching strategy would target potential archaeology identified from the desk-based assessment, air photo and LiDAR assessment, and geophysical survey results. It would also need to target 'blank' areas where non-intrusive methods have not been successful in locating archaeology. Ideally this should be undertaken in advance of the determination of the Application, to inform the baseline evidence and mitigation strategy. If not the results would be needed in advance of the work programme commencing in any of the areas not currently adequately evaluated [\[REP5-042\]](#).
- 3.4.48. In seeking clarification on the need for further archaeological investigations, the ExA considered three main points: firstly, the approach to archaeological investigation and management used in other similar projects, secondly, the relative archaeological sensitivity of the area associated with the Proposed Development, and finally the requirements of policy and guidance.
- 3.4.49. Looking firstly at the approach to archaeological investigation and management used in other similar projects, in their response to ExQ1 1.7.2, LCC suggested that other NSIPs in Lincolnshire have undertaken full coverage of the redline boundary. As a result they have identified significant archaeological sites during the trenching phase which would then be dealt with as part of an informed effective mitigation strategy [\[REP3-042\]](#).
- 3.4.50. On this point the Applicant's additional report 'Comparison of Archaeological Evaluation Investigations on Solar Schemes' [\[REP4-001\]](#) concludes that there is a lack of a standard approach to archaeological evaluation works. It notes some variability, for example the Heckington Fen solar scheme had less than 2% trial trenching (estimated by the Applicant to be 1.63%), but this was due to the non-intrusive surveys providing significantly less information due to issues with the underlying geology. This does not apply to the sites of the Proposed Development.
- 3.4.51. In response at ExQ2 2.7.3, LCC/NCC acknowledge that the Comparison of Archaeological Evaluation Investigations on Solar Schemes report demonstrates the variable nature of responses to solar schemes. LCC/NCC believe that in part at least this is because the full impacts of these schemes are only gradually being appreciated. They set out the types of ground impacts that can be caused with reference to the use of piles for fixing arrays, the extent and depth of cable trenching, and the cumulative impacts through the lifetime of these developments, with the possibility that successive refits and decommissioning could multiply the site-specific ground impacts. They state that, given the scale of currently proposed projects, the realisation of the potential scale of loss of the archaeological resource without proper record and no public benefit is a cause of professional concern ([\[REP5-042\]](#) and [\[REP5-043\]](#)).
- 3.4.52. In response, the Applicant disagrees that recent experience of large-scale solar schemes has demonstrated that they cause a high level of impact to buried archaeological remains. This does not therefore justify a large quantity of trenching, which would be comparable with housing or commercial schemes that have the potential to cause up to 100% ground disturbance. The Applicant refers specifically to 2024 NPS EN-3 paragraph 2.10.109 which sets out that in the case of solar PV developments, below ground impacts will generally be limited to certain elements of these schemes [\[REP6-047\]](#).

- 3.4.53. In seeking to clarify the archaeological sensitivity of this area, LCC/NCC were asked to provide further information and evidence on the relative sensitivity and archaeological significance of the area forming the Order Limits. In response LCC/NCC, set out that this area sits within the Trent flood plain and is part of a complex and highly significant archaeological landscape, with significant archaeology from the Palaeolithic period onward, covering every period of human activity. They note that recent evaluation work in the Trent Valley flood plain identified previously unrecorded archaeology including Neolithic pits and flint tools, and Bronze Age burnt mounds which were not identified through desk- based assessment or geophysical survey [\[REP5-042\]](#) and [\[REP5-043\]](#).
- 3.4.54. The Applicant agreed that land within the Trent Valley has the potential to contain sensitive archaeology, particularly around the River Trent [\[REP6-047\]](#). Specifically, the Applicant refers to the shared CRC which traverses land adjacent to the River Trent, and where the evaluation trial trenching targeted areas where archaeological remains had been identified, as well as a sample of 'blank' areas. The evaluation trial trenching demonstrated a high correlation with the results of the geophysical survey. No archaeological sites were identified solely by the evaluation trial trenching. The Applicant therefore considered that this verified the effectiveness of geophysical survey in identifying the presence or absence, as well as the extent, of archaeological sites.
- 3.4.55. LCC/NCC referred specifically to the fact that Roman settlements, which were not identified by geophysics, were found on the Tiln Farm Solar Park site. The Applicant disagreed with this point [\[REP6-047\]](#), noting that the Tiln Farm Solar Park site had different baseline conditions, where non-intrusive techniques were not reliable in identifying buried archaeological remains. The Applicant's view is that this should not be considered adequate justification for requiring a high sample of blanket trenching for the Proposed Development, a site on which non-intrusive techniques have been tested by evaluation trial trenching and proven to be reliable.
- 3.4.56. Consideration was also given to the provisions of policy and guidance on this matter. LCC/NCC set out their concern that, with reference to 2024 NPS EN-1, as only 21% of the site has been subject to trenching, this is not sufficient to meet the requirement that *'the extent of the impact of the proposed development on the significance of any heritage assets affected can be adequately understood from the application and supporting documents'* (para 5.9.12). For the same reason, they refer to the specific point in footnote 94 of 2024 NPS EN-3, which sets out that *'the results of pre-determination archaeological evaluation [should] inform the design of the scheme and related archaeological planning conditions'*. LCC/NCC also set out the similar references in other policy documents to the need to identify, describe and assess the significance of the archaeological resource in order to inform effective mitigation ([\[REP5-042\]](#) and [\[REP5-043\]](#)).
- 3.4.57. Specific reference is made to the Chartered Institute for Archaeologists (CIfA) Standard for archaeological evaluation, and the requirement for 'field evaluation'¹⁶ (Appendix B of [\[REP5-039\]](#)). This sets out that such evaluation needs to *'determine, record and report on the nature, extent, preservation and significance of archaeological remains within a defined area'*. LCC/NCC suggest that the 'defined

¹⁶ An archaeological field evaluation will seek to determine, record and report on the nature, extent, preservation and significance of archaeological remains within a defined area. The scope of the work will be described in a project design that is fit for purpose and will be carried out by suitably competent persons in accordance with that design and the CIfA Code.

area' of the field evaluation should be the full extent of the development impact zone. LCC/NCC also refer to the High Court Appeal decision in the case of R. (Low Carbon Solar Park 6 Ltd) v SoS, 5th April 2024 in support of their case that there is insufficient trenching across the Order Limits to inform a fit for purpose mitigation strategy.

- 3.4.58. In response to the ClfA Standard, the Applicant refers to the fact that the field evaluation of the area of the Proposed Development has included a range of both intrusive and non-intrusive evaluation techniques. The information from these assessments has enabled the successful identification of the absence, presence and extent of archaeological sites within the Order Limits and provided further information regarding their nature, extent, preservation and significance. In this regard the Applicant also refers to the Universal guidance for archaeological field evaluation (Appendix C of [\[REP5-039\]](#)) which sets out at para 2.8 that '*wherever possible, non-intrusive methods should be considered as the first option, with intrusive techniques used only where necessary to achieve the purpose of the archaeological field evaluation*' [\[REP5-039\]](#).
- 3.4.59. With reference to the High Court Appeal decision in the case of R. (Low Carbon Solar Park 6 Ltd) v SoS, the Applicant questions the relevance of this case to the Proposed Development, as the judicial challenge solely related to a matter regarding procedural fairness. Notwithstanding this, the Applicant also sets out that the issues arising related to areas with known archaeological potential, rather than 'blank' areas, as is the case here [\[REP6-047\]](#).
- 3.4.60. More generally, the Applicant also sets out that 2024 NPS EN-1 and 2024 NPS EN-3 both require that the level of detail in any investigative work must be proportionate to both the heritage assets and the nature of the development. In this sense, the Applicant sets out they are not aware of any published local or national guidance that sets out the required percentage of evaluation trial trenching required to support a planning application for a proposed development that has a low impact on buried archaeology [\[REP6-047\]](#).
- 3.4.61. The Applicant also refers to the ClfA Standard in making the point that a high sample of evaluation trenching for solar schemes, especially in blank areas, is only warranted when baseline information and the results of non-intrusive evaluation is not sufficient in fulfilling this Standard [\[REP6-047\]](#). In this respect the Applicant sets out that the nature of the archaeology and the results acquired by the evaluation techniques used to identify concentrations of archaeological remains within the Proposed Development are sufficient. There is therefore no justification for an alternative approach to that which has been proven successful in assessing the archaeological potential of other sites in the North/East of England.

ExA's Reasoning: The archaeological investigations undertaken by the Applicant

- 3.4.62. The ExA appreciates that trenching has been used to test the findings of non-intrusive surveys, confirming that archaeological features were present where suggested by the non-intrusive surveys. Trenching has also been used in areas where archaeological features were not thought to be present and has confirmed there to be no sign of archaeology. The non-intrusive survey techniques have therefore been successful in enabling a characterisation of likely archaeological interest, as confirmed by targeted trenching.

- 3.4.63. Nonetheless, noting the extent of ‘blank’ areas where trenching has not supported non-intrusive investigation, a point observed by HE, the ExA considers that it is reasonable to require further trenching to provide a more balanced assessment overall and to confirm assumptions made via non-intrusive means. This would provide a more stable basis for the impact of the Proposed Development to be adequately understood. It would build on the desk-based assessments and, as noted in 2011 NPS EN-1 (para 5.8.9) such field evaluations would enable interest to be properly assessed. In this sense it would support the 2011 NPS EN-1 requirement (para 5.8.10) to ensure that the extent of the impact of the proposed development can be adequately understood. The means by which this would be secured is linked to the consideration of the WSI, as set out below.

THE ADEQUACY OF THE WRITTEN SCHEME OF INVESTIGATION

- 3.4.64. The Applicant’s WSI sets out a detailed methodology for the mitigation of the direct archaeological impacts of the Proposed Development. This would be through preservation in situ and mitigation by record (in the form of informative trenching, strip, map and record excavation, and watching brief monitoring) [\[REP5-016\]](#).
- 3.4.65. The Applicant’s position is that sufficient trenching has been undertaken. Notwithstanding this, if the SoS considers that there is a requirement for further trenching to inform the mitigation measures or detailed design of the Proposed Development, the Applicant believes that such trenching could be undertaken post-determination of the Application, and in advance of the construction of the Proposed Development. On this basis a ‘without prejudice’ version WSI (WP WSI) was prepared [\[REP5-033\]](#). This includes a requirement to undertake further trenching post-determination of the DCO. This would be part of the ‘Informative Trial Trenching’ work.
- 3.4.66. Whilst this further trenching would be untargeted, it would be positioned with consideration to anomalies identified by geophysical survey, features identified by LiDAR and aerial photo mapping, and topographical changes [\[REP5-033\]](#). This would mean that the percentage area of trenching undertaken would match that of the Gate Burton Energy Park. The Applicant notes that LCC considered this to be sufficient to inform the DCO application and mitigation strategy for that solar scheme.
- 3.4.67. The response to this from LCC/NCC sets out that they do not consider this to be fit for purpose because the trenching would take place post-consent meaning that the development itself, and the mitigation strategy would not be adequately informed. They also express uncertainty about where the proposed 552 untargeted trenches have come from, and whether the landscape/ecological mitigation areas can reasonably be excluded from further investigation through trenching [\[REP4-080\]](#).
- 3.4.68. The SoCG with LCC reiterates their view that pre-consent trenching should cover the full impact zone including the redline boundary and CRC. This is considered essential, not only to inform mitigation, but to ensure effective risk management and allow the developer to present a programme that is deliverable [\[REP7-010\]](#). Noting that the Proposed Development is now at the post-submission stage. LCC/NCC also set out that they would do their best to facilitate completion of an appropriate scheme of trenching evaluation before determination, to allow the results to inform a reasonable and robust site-specific mitigation strategy [\[REP4-078\]](#).
- 3.4.69. As a result, LCC/NCC do not support either version of the WSI presented by the Applicant. Rather, they suggest an ‘Option C’, involving 2% trenching with a 2%

contingency across the remaining 79% of the Order Limits. They would require a final evaluation report to be produced in a timely fashion in order for the trenching results to provide baseline evidence to inform reasonable, proportionate and fit for purpose site-specific mitigation to be agreed across the Order Limits [\[REP5-042\]](#).

- 3.4.70. The Applicant's response reiterates their view that sufficient evaluation has been undertaken to inform the DCO Application and any mitigation works required as part of the original updated WSI [\[REP6-047\]](#). The Applicant also updated the WP WSI to provide that any ecological mitigation that would cause ground disturbance would be subject to archaeological mitigation [\[REP5-033\]](#).
- 3.4.71. It is also relevant to address some of the specific issues raised by LCC/NCC about the mitigation provisions of both versions of the WSI. These relate to the use of ground anchors, the reference to a watching brief on specific groundworks, and the nature of ongoing ground disturbance, including at the decommissioning stage.
- 3.4.72. With particular reference to the use of concrete feet or ground anchors, both versions of the WSI set out that the 'preservation in situ' of buried archaeological remains would be managed by the use of non-intrusive surface-mounted pre-cast concrete ground anchors ([\[REP4-034\]](#) and [\[REP4-075\]](#)). Ten areas within the WB1, WB2 and WB3 sites have been identified for preservation in situ in this manner. However, there was disagreement relating to whether there is sufficient information to support their use as a form of archaeological mitigation by design to preserve buried archaeological remains in situ.
- 3.4.73. In response to ExQ1 1.7.4, LCC set out that most archaeology found in Lincolnshire is on land in agricultural use. Whilst ploughing has an impact on archaeology, much of the Proposed Development would have impacts to depths far deeper than a plough, well below the levels of currently surviving archaeology. They set out that the potential for a reduction in topsoil is a concern in terms of the suitability of mitigation measures. Specifically, ground anchors may damage rather than protect surviving archaeology where there is insufficient depth of soil to mitigate the impact of compaction, installation, settlement over the lifetime of the development and removal [\[REP3-042\]](#).
- 3.4.74. Further detail on this point was sought in ExQ2 2.7.2, which referred to the fact that para 2.10.110 of 2024 NPS EN-3 sets out that archaeological deposits may be protected by a solar PV farm if the site is removed from regular ploughing and shoes or low-level piling is stipulated. It also noted that the Design Parameters [\[REP3-020\]](#) state that the maximum depth of the mounting structure piles would be 3.5m below ground. The Applicant's response refers to the positive effect of this aspect of the Proposed Development for buried archaeological remains through the removal of the land within the Order Limits from regular ploughing [\[REP5-039\]](#).
- 3.4.75. The LCC/NCC response to ExQ2 2.7.2 indicates that the question of ploughing is not relevant as fields here are generally harrowed annually rather than ploughed [\[REP5-042\]](#). In response to this comment, the Applicant refers to the fact that the archaeological evaluation of the site area found that agricultural activity, including ploughing, harrowing and land drains has adversely impacted buried archaeological remains (for example the Archaeological Evaluation Trenching Interim Report [\[APP-120\]](#), Appendix 1, Results Trench 5, p9).
- 3.4.76. This point is referred to in the CHPS. LCC/NCC suggest that concrete anchors can only be used where surviving archaeology is at a depth and of a nature that would not be detrimentally impacted by the placement, settling and removal of the ground

anchors. In areas of shallow deposits, which encompasses much of this agricultural landscape, ground anchors would cause damage or destruction without investigation and recording. Reference is again made to unexpected human remains at a depth of 20cm below the ground surface during trenching for the Cottam scheme (as noted in para 3.4.45 above). There would be compaction when the ground anchors are installed, settling and readjustment during the decades of operational life, and ground disturbance when the ground anchors are taken out in decommissioning [\[REP7-010\]](#).

- 3.4.77. On this point the Applicant sets out that concrete feet are nationally recognised as a form of archaeological mitigation appropriate to solar schemes, with reference in their response to ExQ2 2.7.2 to guidance by Cornwall Council and HE [\[REP5-039\]](#). More specifically during ISH5, the Applicant referred to the fact that there is no evidence of compaction or any adverse effects from the use of concrete anchors. Also, all areas recommended by the Applicant for archaeological mitigation using concrete feet have been subject to field evaluation using geophysical survey and trial trenching. Further, the WSI provide for the scope of mitigation to be reviewed if archaeological remains are identified of either a lesser or greater extent or significance than anticipated [\[REP5-037\]](#). A paragraph has been added to both versions of the WSI to reinforce this point ([\[REP4-034\]](#) and [\[REP4-075\]](#)).
- 3.4.78. LCC/NCC also make a more general point about the need for the monitoring of impacts on the underlying archaeological resource throughout the construction, operation and the decommissioning phases, particularly those areas identified for 'preservation in situ' [\[REP5-041\]](#). The concern is that for these areas there should be no ground disturbance that could affect the archaeological remains, including plant movement or storage. A strategy for preservation in situ areas would need to be included in all management plans to ensure that the protection measures stay in place throughout the lifetime of the Proposed Development.
- 3.4.79. In response the Applicant set out at ISH5 that the suite of DCO management documents should be read as a whole, as they include a range of provisions that would be beneficial from an archaeological perspective. At the same time certain measures sought for archaeological protection, such as the fencing off of preservation in situ areas for the lifetime of the Proposed Development, may not be suitable from an ecological perspective. In this regard the balancing of a range of environmental topics needs to be carefully managed [\[REP5-037\]](#). The Applicant has provided additional signposting within both versions of the WSI ([\[REP4-034\]](#) and [\[REP4-075\]](#)) to other documents containing archaeological mitigation provisions to assist in navigation. For example, within Section 7, reference is made to the monitoring requirements detailed in the oCEMP [\[REP6-021\]](#).
- 3.4.80. There was also disagreement about whether a 'watching brief' is a sufficient form of mitigation for certain groundworks. This refers to Section 7.6 of both versions of the WSI which state that an archaeological watching brief would be undertaken on specific areas of groundworks (for example the cable route and access roads where these require intrusive groundworks) ([\[REP4-034\]](#) and [\[REP4-075\]](#)). The particular concerns raised by LCC/NCC refer to the suggestion that the term watching brief implies the passive monitoring of earth moving equipment. Instead, use of the term 'archaeological monitoring under archaeological control and supervision' is requested, so that the archaeologist is controlling the depth of soil being moved [\[REP4-078\]](#).
- 3.4.81. Reference is made to para 7.6.5 and 7.6.6, which state that '*limited suspension of groundworks in specific areas of the Scheme under investigation may be required in*

order to record and sample any archaeological evidence uncovered, and the suspension of the watching brief where *'survival conditions are such that archaeological potential is negligible'*. LCC/NCC objected on the basis that these provisions demonstrate a lack of understanding of the nature of the archaeological resource, and therefore then need for pre-consent evaluation.

3.4.82. In response, the Applicant sets out that the term 'watching brief' has been amended to 'Archaeological Monitoring' in both versions of the WSI ([\[REP5-016\]](#) and [\[REP5-033\]](#)). The Applicant also considers it to be standard practice for archaeological monitoring (watching brief) to be suspended in specific areas where the archaeological potential is proven to be negligible, and therefore continuing archaeological monitoring is futile. For example, this would apply if areas containing made ground or heavy disturbance were encountered where there was no potential for the survival of archaeological remains [\[REP5-038\]](#).

3.4.83. Finally, LCC/NCC set out concerns that there could be ongoing ground disturbance through successive re-fits and decommissioning. This is again with reference to their view that as there has been insufficient trial trench evaluation across the Order Limits, it is not possible to agree adequate mitigation works across all phases of the Proposed Development. In response, the Applicant has added a reference to the DEMP to both versions of the WSI ([\[REP5-016\]](#) and [\[REP5-033\]](#)). This would be secured through the DCO and is considered sufficient to safeguard any archaeological remains during the decommissioning phase. It is also considered to be in line with the approach to decommissioning adopted by comparable solar

ExA's Reasoning: The adequacy of the Written Scheme of Investigation

3.4.84. With reference to the ExA's conclusions in relation to the adequacy of trial trenching to date (at para 3.4.63), it follows that there are concerns about whether the archaeological investigation works undertaken to date enable the nature of this resource to be adequately understood as a basis for the Applicant's proposed WSI. The Applicant's WP WSI seeks to address deficiencies in this regard by requiring that additional investigative works be undertaken.

3.4.85. The WP WI refers to Informative Trial Trenching being positioned with consideration to anomalies identified by non-intrusive techniques. This additional work would therefore support the various non-intrusive techniques that have been used to 'layer up' information and make assumptions about features by providing a 'ground truthing' element. Noting the comments made by HE (para 3.4.42), the ExA's view is that this would represent a proportionate response to the situation by managing the risk that areas with archaeological potential have not been adequately identified or understood. Overall, the ExA's view is that this would be sufficient to assess archaeological interest. Measures for securing the locations of this additional investigative work, as well as provision for addressing the results in a final WSI, would need to be managed. The implications for DCO Requirement 12 'Archaeology' are considered further in [Chapter 7](#).

3.4.86. In terms of whether underlying archaeology would be adequately protected and preserved by ground mounted solar, the ExA notes that the use of concrete ground anchors is an accepted means of managing harmful impacts. Further, the removal of the area covered by the Proposed Development from regular agricultural use is of relevance in offering a degree of protection to underlying archaeology. Overall, the ExA is satisfied that the mitigation measures proposed in the WP WSI, and managed through Requirement 12 of the DCO, along with the provisions set out in

various environmental management plans, would be sufficient to minimise harm to the archaeological resource.

THE EFFECT OF THE PROPOSED DEVELOPMENT ON THE SIGNIFICANT OF THE MEDIEVAL BISHOP'S PALACE AND DEER PARK, STOW PARK

- 3.4.87. A proportion of the solar site relating to WB3 would be positioned within the setting of the medieval bishop's palace and deer park, Stow Park, a SAM. Specifically, part of the WB3 array is proposed to be constructed within the extent of the former deer park land associated with Stow Park. Consequently, the Applicant has agreed that the Proposed Development would cause less than substantial harm to the setting of the SAM (at the upper end of the spectrum of less than substantial harm) in 2011 NPS EN-1 and NPPF terms. HE set out in their RR that they considered that the Proposed Development would cause substantial harm to the setting of the SAM in 2011 NPS EN-1 and NPPF terms. This would represent a significant environmental impact (major harmful) in EIA terms [\[RR-123\]](#).
- 3.4.88. This Section therefore sets out the significance of the SAM before considering the nature of the harm caused, including mitigation and reversibility, and then the nature and implications of the relevant policy tests. Specific consideration will also be given to the implications of the removal of the part of the Proposed Development relating to the SAM.

Assessment of significance

- 3.4.89. The Applicant's Stow Park Cultural Heritage Position Statement [\[REP5-027\]](#) and final SoCG with HE [\[REP6-042\]](#) examine the significance of the SAM. Specifically, the SoCG looks at significance in terms of composition, legibility and the way it is experienced before considering the contribution of setting to significance. The ExA understands that there does appear to be general agreement that the SAM derives most of its significance from its historic interest as an enclosed medieval space. In this respect the relationship between the SAM and the land within the former deer park enclosure forms a key element of the significance of the SAM. However, there is disagreement over the significance that can be attached to the extent of the surviving elements of the SAM, and in particular, the degree to which they can be experienced as a coherent whole.

Composition

- 3.4.90. HE set out in their RR that "*The Medieval Bishop's Palace site and deer park is set on the Roman road from Lincoln to Doncaster, a key line of communication between the Episcopal sees of Lincoln and York. Deer parks and palace / lodges offered a place for retreat, rest and entertainment of social and political peers, clients and Royal guests and were hence key spaces for the performance of the elite status of Bishops in the medieval landscape*" [\[RR-123\]](#).
- 3.4.91. The SAM is composed of three physically separate elements. These are the site of a moated bishop's palace, the west section of the park pale and the east section of the park pale. Their locations and their relationship with WB3 are illustrated in Figure 14 and Figure 15. Figure 14 also shows the position of the associated deer park, as defined by the lines of the scheduled park pale and its former course south of the medieval bishop's palace.
- 3.4.92. The area of the former deer park is not subject to any formal designation and in this regard the Applicant suggests that this is largely due to the absence of any landscape features that are associated with the deer park that would add to our

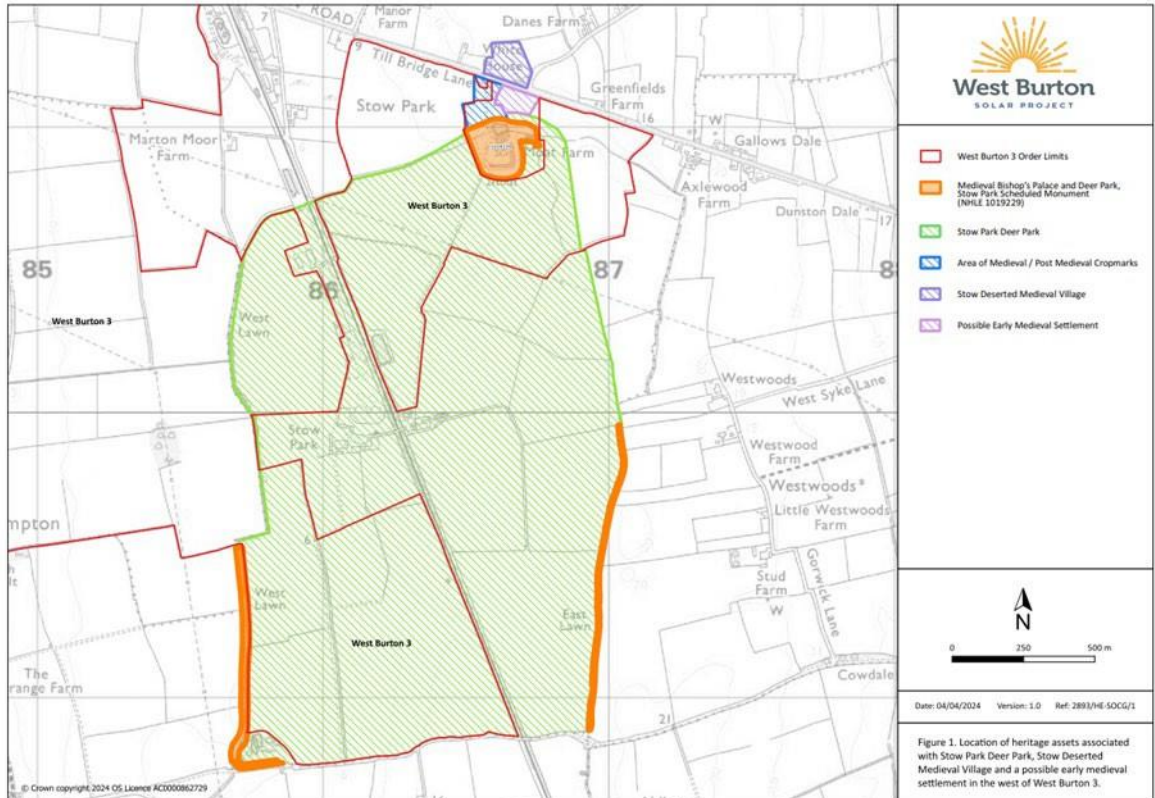
understanding of how it functioned [REP6-042]. In this sense the Applicant believes that, whilst it is possible to speculate where features associated with deer parks may have been positioned by looking at better preserved examples, there is little evidence to confirm this. Further, the scheduled areas can only be experienced individually and in relatively close proximity.

3.4.93. Nonetheless, HE set out that in terms of its association with the SAM, the deer park area is an architectural space. That is, a place cut out from the overlapping and complex medieval landscape where rights were monopolised, in this instance by the Bishop. At the heart of the significance of a medieval deer park is not just the functional containment and protection of deer and other resources but also their articulation as a space apart, or ‘a space imparked’ [RR-123].

3.4.94. In terms of the definition of this space, HE refer to the north–south striated topography which, with reference to similar features elsewhere, suggests that the moated site was set in a structured landscape of deer coursing. They note that the stagger in the western boundary may also be associated with deer herding. In this sense it is still possible to experience the deer park as an enclosed historic space for acting out social status, bounded to protect the rights and dignity of its owner.

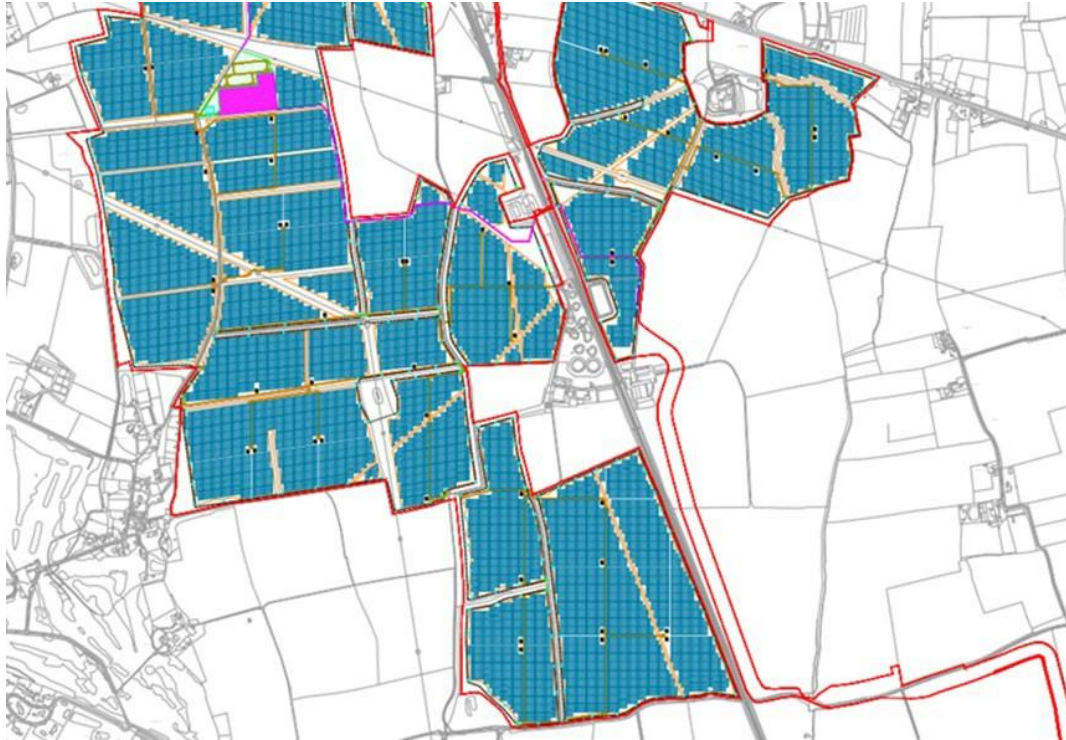
3.4.95. HE described in ISH5 that, whilst there are gaps between the areas of SAM protection, it is one ancient monument, the parts of which were clearly evident as earthwork features when it was designated by the SoS. Therefore, the three elements identified in the SAM need to be thought of as one whole.

Figure 14: Location of designated heritage assets associated with the SAM at Stow Park¹⁷



¹⁷ Source: Stow Park Cultural Heritage Position Statement Figure 1 [REP5-027]

Figure 15: WB3 Illustrative layout plan¹⁸



Legibility and experience

- 3.4.96. The Applicant believes that post-medieval and modern interventions have significantly altered the character of the former medieval park, noting particularly the presence of the railway passing through and bisecting the site. Therefore the 'architectural' space of the deer park is derived from the historical spatial relationship between the three sections of the SAM bounding the area. This is largely defined and understood from cartographic evidence. Consequently, the surviving vestiges of the deer park as an 'imparked high status medieval space' are not experienced collectively within the modern landscape.
- 3.4.97. The Applicant refers to the SAM list entry as focusing on the heritage values associated with the medieval phases of the occupation of the site, buried evidence of which is potentially preserved under the later activity, and that subsequent post-medieval and modern activity is not considered to form part of the scheduling. There is no suggestion that the subsequent post-medieval or modern activity contributes to the heritage values and therefore significance of the SAM. The post enclosure field system is the dominant experience.
- 3.4.98. Specifically, the Applicant sets out that modern interventions mean that there is no intervisibility between the west park pale, and the bishop's palace and east park pale. Whilst intervisibility exists between the bishop's palace and the east park pale, their historical relationship can only be experienced through the fossilisation of the parkland boundary by later mature trees and hedgerow.
- 3.4.99. Additionally, the land within the deer park has been transformed from a compartmentalised parkland of 'managed high status land' containing areas of managed woodland and grassland to a landscape characterised by enclosed fields

¹⁸ Source: extracted from Figure 4.3 Illustrative Layout Plan WB3 [\[APP-144\]](#)

used for agricultural purposes. The character and appearance of the land within the historical boundaries of the deer park is indistinguishable from the agricultural land outside of its boundaries and therefore does not contribute to the understanding or appreciation of its former medieval deer park function.

- 3.4.100. Further, the Applicant highlights that the overall legibility of the northern section of the deer park is problematic. Desk-based research has demonstrated that there are several possibilities for the locations of the pales in the north of the deer park, which would have each joined the east and west park pales to the bishop's palace. Therefore, although intervisibility exists with the northern section of the deer park, it has limited legibility [\[REP6-042\]](#).
- 3.4.101. In terms of legibility, HE note that the insertion of the railway through the deer park area and the presence of the ex-Ministry of Defence petroleum storage facility represent significant change. However, these changes have not fundamentally compromised the ability to experience the deer park as a space defined in the landscape. They note that when walking from the moated site at the north to the raised ground occupied by the farm buildings and then crossing the railway bridge, past the fuel depot to the farmstead to the south-western part of the deer park, it is still possible to gain a sense of this as a bounded space.
- 3.4.102. In ISH5 HE further explained that the strong relationship between the moated site of the bishop's palace and the deer pale is retained through its fine-grained topography. HE noted the relationship of the slightly raised ground at the northern end, where the palace moated site was, and the raised area at the dairy adjacent to the railway line. This micro-topography enables an appreciation of how the space was used [\[REP5-037\]](#).
- 3.4.103. Whilst acknowledging that the landscape is naturally different from how it would have been encountered in the medieval age, the experiences of all such park landscapes are kinetic. In this sense the SAM is experienced kinetically when moving through the space, reconstructing it from the different viewpoints gained when moving through the deer park. Therefore, this setting and its contribution to the significance of the SAM is about movement through the space. There are good views across this landscape at various points, at which it is possible to reconstruct the space visually and mentally, thereby interpreting how the space would have been experienced.
- 3.4.104. HE set out that this experience is more important than that gained from secondary forms, such as aerial photographs and historic mapping. Those things enhance and inform appreciation and understanding, but they are not a substitute for direct experience.
- 3.4.105. In relation to the current agricultural land use, HE set out that whilst this can be distinguished from the privatised medieval space of the former deer park, at that time the use of this area was broadly rural in nature. Further, the micro topography of what is a modified rural landscape, with the slightly raised ground to the north of the palace moated site and the raised area adjacent to the railway line, supports an awareness of how the space was used and how people moved through it. Whilst the division of the site by the railway has changed this landscape, it remains possible to experience the deer park as an architectural space. These points were supported by WLDC in their response to ExQ2 2.7.9, noting that the use of this area has remained inherently rural in nature [\[REP5-047\]](#).

Contribution of setting to significance

- 3.4.106. There is agreement that the former deer park forms part of the setting of the designated heritage asset. The dispute between the applicant and HE relates to how the setting contributes to the significance of the SAM.
- 3.4.107. The Applicant's view is that the SAM derives its significance principally from its historic interest as the surviving elements of a former enclosed medieval space, not from the setting provided by the former deer park. In this sense, the agricultural land use and post-medieval additions including the railway line, have a detrimental effect on the ability to appreciate any remaining elements of the former medieval landscape.
- 3.4.108. Reference is made to the SAM list entry in setting out the negative effects of post-medieval and modern agrarian activity on heritage or archaeological assets, noting that "*the medieval deer park associated with the palace formerly occupied an area of about 275ha extending southwards from the moated site. The surviving remains of the park pale are protected in two areas, 1.5km and 1km to the south west and south east of the moated site respectively*", and that "*The earthworks protected in these two areas represent the only surviving parts of a formerly extensive landscape feature*". It is suggested that this highlights that the only surviving vestiges of the deer park are the south-eastern and south-western park pales. The Applicant also refers to the list entry setting out the post-medieval and modern activities that have resulted in adverse impacts on setting.
- 3.4.109. Nonetheless, such list entry descriptions should not be relied on for providing a clear description of the interest features that are present. Furthermore, the list entry title refers to the deer park as well as the medieval bishops palace.
- 3.4.110. HE set out their view that the whole area, including the bishop's palace, pale and enclosed deer park was a private space cut out of the medieval landscape for the enjoyment of the Bishop and his guests. This enclosed space and how it was used is therefore intrinsic to the significance of the SAM. Further, the post-medieval changes, including arable cultivation and the railway, are part of the significance of the SAM, rather than something separate from its medieval identity. Significance therefore includes consideration of the history and evolution of the monument as a landscape rather than being confined to certain particular points in time. Overall, HE considers that the enclosed space of the deer park is intrinsic to the setting and therefore the significance of the SAM.

Level of harm to setting including mitigation and reversibility

- 3.4.111. Figure 15 gives an illustrative indication of the position of the solar PV modules in the area associated with the SAM.
- 3.4.112. The Applicant sets out that the introduction of solar panels would not cause direct physical harm to the three isolated elements of SAM. In the Applicant's view, any harm would therefore be solely to the significance the SAM derives from its setting. The distance between the scheduled elements and the lack of coherent sightlines means that the legibility of the landscape would be unaltered. Also, the temporary nature of the Proposed Development would mean that any harm to significance as a result of changes in the setting of the SAM would be reversed entirely following decommissioning of the Proposed Development. The Applicant's conclusion is that the Proposed Development would cause less than substantial harm (at the upper end) to the setting of the SAM.

- 3.4.113. The Applicant does not consider that the Proposed Development would cause substantial harm as it would not cause any direct impact to the fabric of the SAM. There would be no adverse effects to its heritage values that would result in its permanent loss, either wholly or in part, and consequently the legibility of the deer park would be unaltered. Any effects resulting in a level of harm to the significance of the SAM would be derived from changes to its setting through the placement of panels within land that was formerly occupied by the deer park.
- 3.4.114. HE's position is that the Proposed Development would impact on the central aspect of significance of the SAM as a space imparked, by inhibiting the SAM's legibility and concealing its character. HE set out that it is hard to envisage a more substantially harmful setting impact upon a designated heritage asset than the Proposed Development, where the most central attribute of the deer park, that it encloses a space of countryside for private uses, would be subverted by that space being filled with solar panels. It would be subsumed into a new landscape of solar generation. On this basis HE concluded that the Proposed Development would cause substantial harm to the significance of the SAM through loss of its character as a bounded architectural space.
- 3.4.115. With regard to mitigation, the SoCG with HE sets out that as part of consultation during the design phases in 2022 and 2023, the Applicant informally explored several mitigation options with HE including: strengthening current field boundaries with new planting with the aim of better defining landscape features, retaining the line of sight between the sections of the SAM, a community research project aimed at better understanding the bishop's palace and earlier settlements to the north, and the provision of a 'heritage trail' or information boards that would enable public experience of a heritage site that currently has no public access. Modifications to the height of panels, the use of setbacks, panel spacing and landscape screening were also considered [\[REP6-042\]](#).
- 3.4.116. As HE were of the view that these measures would not reduce or offset any harm to below substantial, these options were not considered or explored further.
- 3.4.117. The Applicant confirmed in the discussion at ISH5 that mitigation measures are limited due to the fact that the presence of any solar arrays in this area would be considered harmful. ExQ1 1.7.6 referenced the fact that the Applicants ES Chapter 13 [\[APP-051\]](#) referred to shorter panels of approximately 2m in height being used in the setting of the SAM. However, the Applicant confirmed in response that the impact of the Proposed Development was assessed based on fixed panels being 3.5m high, rather than 2m. The Applicant has concluded that the difference in height between 3.5m fixed panels or tracker panels (4.5m) would not significantly affect the impact to the setting of the SAM [\[REP3-038\]](#).
- 3.4.118. Finally, in terms of mitigation, the Applicant also notes that archaeological evaluation undertaken as part of the Proposed Development directly to the north of the moated site has identified buried remains associated with a potential early medieval settlement, as well as earthwork remains associated with a medieval village located to the north of the Roman Road Till Bridge Lane. The relationship between these different phases of settlement activity is not known. Due to the archaeological interest of the buried remains identified to the north of the moated site, and their potential for association with the SAM, this area was removed from the Order Limits as part of the design phase [\[REP5-027\]](#).
- 3.4.119. The applicant gives weight to the reversible nature of the scheme in justifying the acknowledged harmful impacts, noting that 2024 NPS EN-1 refers to the relevance

of considering whether the impacts on the historic environment would be direct or indirect, temporary, or permanent (para 5.9.14). In this regard reference is made to Requirement 21 of Schedule 2 to the dDCO [\[REP7-002\]](#) committing the Applicant to gaining approval for a Decommissioning Plan prior to decommissioning the Proposed Development. This would reverse any adverse impacts on the SAM as the land would be reverted back to its current, modern function.

3.4.120. On this point HE do not consider that the 60-year multi--generational span of the proposed installation is such that reversibility would materially mitigate the impact of the Proposed Development on the significance of setting of the SAM. Also, WLDC in their DL5 comments set out that the 60 year lifespan of the project means that the project should be considered as having a 'permanent' and not a temporary impact [\[REP5-044\]](#).

3.4.121. There was some discussion at ISH5 about whether harm to the setting of a designated heritage asset could be the cause of substantial heritage harm in policy terms. Nonetheless the Applicant's response to the DL5 submissions sets out that there is agreement that the relevant policy provisions do not differentiate between harm to an asset caused by direct physical action and setting impacts. Both are potential sources of harm which can be less than substantial or substantial. There is also agreement that substantial harm to the significance of a scheduled monument can be caused by setting impacts upon its significance. In this regard 2011 NPS EN-1 paragraphs 5.8.14 and 5.8.15 do not differentiate between harm caused by direct physical action and harm caused to significance through change in setting. Differentiation is confined to the level of harm and the importance of the assets effected [\[REP6-047\]](#).

Implications of the removal of the part of the proposed development relating to the of the medieval bishop's palace and deer park, Stow Park

3.4.122. During ISH5, HE were asked to provide further comment on measures they considered could or should be taken to mitigate the impacts. They stated that their view as the statutory body was that the removal of all panels from the former deer park area would address their concerns. Further, in HE's view, it was very unusual that this had not already been designed out considering the designation of the asset. This comment corresponds with the HE recommendation made in May 2022 that this part of the Proposed Development be deleted as it would present avoidable and unjustified harm to the significance of a nationally important designated heritage asset. This point was supported by WLDC in their DL5 comments [\[REP5-044\]](#).

3.4.123. In response to the ISH5 discussion on the energy generating capacity of this part of the Proposed Development, the Applicant stated that the removal of the portion of the Proposed Development within the setting of the SAM would result in the loss of 128MW of the total energy generated by the Proposed Development (more than one quarter of the total) which would affect the feasibility of the project. The ExA sought clarification on these figures at ExQ2 2.9.4, in response to which the Applicant referred to further discussions with HE in which the parties agreed the boundaries relating to the former deer park [\[REP5-039\]](#). This resulted in a smaller area than was discussed at ISH5 being identified. The Applicant confirmed that this area was represented by the area hatched green in Figure 1 of the Stow Park Cultural Heritage Position Statement [\[REP5-027\]](#) (reproduced in Figure 14 above).

3.4.124. The Applicant subsequently clarified in the SoCG with HE [\[REP6-042\]](#) that the removal of this area of solar panels would result in the loss of approximately

104.145 MWp of installed capacity, resulting in the capacity of WB3 being reduced to 186.615 MWp.

- 3.4.125. This particular point was the subject of further correspondence with the Applicant prior to the close of the Examination. Initially the ExA sought clarification on the proportion of the overall generating capacity of the Proposed Development relating to the solar array area within the former deer park. In response the Applicant set out that the deer park land would contain approximately 20% of the 522MWp installed capacity of the Proposed Development and therefore would be responsible for around 20% of its total electricity generation. However, prior to detailed design and with factors such as the overplanting ratios and panel type not yet being determined, the precise impact could not be determined [\[REP6-049\]](#).
- 3.4.126. A further Rule 17 letter then sought clarification from the Applicant on the implications of the removal of this part of the Proposed Development on a without prejudice basis. Specifically, in the event that the SoS were to conclude that the harm caused to the SAM outweighed the benefits of the Proposed Development, the Applicant was asked to set out the implications for the DCO Application of the removal of solar panels from within the former deer park [\[PD-018\]](#).
- 3.4.127. In their response, the Applicant set out that the removal of panels from the area of the former deer park would only affect WB3, but WB3 would still be a generating station with a capacity of more than 50MW and therefore still a NSIP. The Proposed Development would continue to represent the same NSIP as originally applied for. In terms of the functionality of the Proposed Development overall, this would remain materially the same. The Applicant also considered that, in these circumstances, the Proposed Development would continue to be technically and economically viable. Noting that whilst the amended scheme would still produce a significant quantity of renewable energy, the removal of this portion of the Proposed Development would have implications for the quantum of energy produced [\[REP7-022\]](#). The implications of this will be considered further in the planning balance ([Chapter 5](#)).
- 3.4.128. In such a scenario, underground cabling would still be required to connect the solar panels located in the areas outside of the former deer park and adjacent to Till Bridge Lane to the WB3 substation (Work No. 3C). Therefore, the construction of underground apparatus and other activities associated with the Proposed Development would still need to take place within the former deer park. The Applicant set out that this would relate to works '*including but not limited to underground cabling, access, construction compounds and landscape mitigation and enhancement works.*' Following completion of the construction of the underground elements within the former deer park, the land would be reinstated, and the existing agricultural use could resume.
- 3.4.129. The Applicant considered that these works would "*cause less than substantial harm (at the lower end) to the Scheduled Monument during the construction phase only.*"

ExA's Reasoning: The effect of the Proposed Development on the significant of the medieval bishop's palace and deer park, Stow Park

- 3.4.130. In terms of the significance of the SAM, the main area of disagreement relates to the extent to which the former deer park contributes to the significance of the SAM, which in turn influences the perceived level of harm caused by impact to the significance of the asset derived from its setting.

- 3.4.131. The ExA's view is that the evidence presented to the Examination indicates that key elements of the significance of the SAM are derived from both its historic and evidential values vested in the scheduled earthwork features and potential below ground remains. These provide an understanding of how the bishop's palace and associated deer park would have functioned in the medieval landscape. The removal of some features associated with the deer park, along with post-medieval change, mean that desk-based research is required to support an appreciation of the layout and functioning of the space. The ExA also acknowledges that further archaeological investigation is required to support a greater understanding of how the SAM would have related to the medieval landscape to the north.
- 3.4.132. Nonetheless, during the site visit, the ExA was able to appreciate within this essentially rural landscape that the surviving elements of the SAM provide a sufficient visual framework to support an appreciation of the nature of the space and how it would have functioned. This is intrinsic to experiencing the SAM as a whole. The ExA therefore considers that the open visual context of the setting provided by the area of the former deer park as a space 'imparked' is intrinsic to an appreciation of the heritage interest and therefore significance of the SAM.
- 3.4.133. In this context the placing of solar panels within the former deer park area would result in a material alteration to the character of the landscape. The features of the micro-topography which provide a sense of the use of the former deer park would be masked. More generally, there would be a loss of the rural openness that has supported an appreciation of the SAM, undermining its current legibility. As a result, it would no longer be possible to identify, understand and appreciate how the elements of the SAM would have related. As such a key element of the significance of the SAM would be compromised.
- 3.4.134. The fact that the Proposed Development would be time limited would mean that the harm caused to the setting of the SAM would be reversible. Nonetheless, the DCO seeks a 60 year life meaning that the significance of the SAM would be undermined over a long-term period, noting that this would typically be regarded as being over two generations. The ExA's view is therefore that this would not significantly reduce the harmful effects in comparison with a permanent permission.
- 3.4.135. The parties agree that the Proposed Development would cause harm, though disagree on whether this would be less than substantial (upper end) or substantial. Noting the provisions of the NPS in this regard, the ExA's clear view is that, notwithstanding the lack of direct physical impact, the effects of the Proposed Development on this designated heritage asset of the highest significance would represent substantial harm.
- 3.4.136. It is acknowledged by the Applicant that substantial harm to or loss of significance of assets of the highest significance, which includes scheduled monuments such as this, should be wholly exceptional and consent should be refused for that element of the Proposed Development unless it can be demonstrated that the substantial harm to or loss of significance is necessary to achieve substantial public benefits. [Chapter 5](#) will give further consideration of the public benefits and the wider planning balance.
- 3.4.137. Turning to consider the implications of the removal of the part of the Proposed Development relating to the former deer park, the ExA acknowledges that this information has been provided by the Applicant on a without prejudice basis. In terms of the heritage implications of this amendment to the Application, the remaining works within the former deer park would relate to the CRC and access

routes and would occur during the construction period only. As the contribution of the former deer park to the setting of the SAM relates primarily to its qualities as an enduring landscape framework, the ExA considers that the temporary and largely reversible nature of the remaining works would cause less than substantial harm to the setting of the SAM.

- 3.4.138. Nonetheless, the precise details of this possible amendment to the Proposed Development have not been confirmed by the Applicant. The ExA's position is therefore that, should the SoS choose to consider the Application on the basis of this amendment, further clarification of the nature of the remaining works should be sought from the Applicant. It would then be necessary to obtain the views of statutory bodies, including HE, on these amended details.
- 3.4.139. The heritage implications of this possible amendment to the Application will be carried forward and considered in the planning balance in [Chapter 5](#).

CUMULATIVE EFFECTS

- 3.4.140. The Joint Report on Interrelationships sets out that there would be cumulative effects from each of these schemes upon the overall archaeological resource in the local area, as it is likely that each will adversely impact upon buried archaeological remains within their respective Order Limits to some degree [\[REP6-015\]](#).
- 3.4.141. More specifically, adverse effects are recognised in relation to the SAM site of the roman villa west of Scampton which is located adjacent to the B1398 at Scampton, around 3.37km to the northwest of WB1. The Heritage Statement notes that the key aspect of the setting of this large Roman courtyard villa site is its topographic location, being situated on the very edge of the Lincoln Cliff where it would likely have had sweeping views to the west across the Trent valley, as well as being prominently visible for great distances in that direction [\[APP-117\]](#).
- 3.4.142. During ISH5, HE described how there is therefore an intentionality as to how this SAM sits on the Ridge and relates to the landscape with big views to the west. It is not possible to fully appreciate the extent of these views as the SAM site is located on Ministry of Defence land associated with Scampton Airfield. However, the Heritage Statement notes that it is likely that views from the higher ground to the east within the monument could give some sense of the vista to the west [\[APP-117\]](#).
- 3.4.143. These views are considerably altered and contain many things that were not there in the Roman era, including on clear days visibility of the West Burton and Cottam Power Stations. In relation to the effects of the Proposed Development alone, the Applicant's assessment notes that this would be experienced as a very low-level industrialising effect upon the rural character of the distant historic landscape.
- 3.4.144. The Cumulative Developments Augmented ZTV illustrates that all four solar developments would be visible from this location [\[APP-272\]](#). The potential for up to moderate adverse cumulative impacts on this SAM when considered alongside the Cottam Solar Project (depending upon the effectiveness of the landscape mitigation) is referred to in the Joint Report on Interrelationships [\[REP6-015\]](#). Any additional cumulative effects with the Gate Burton Energy Park and Tillbridge Solar would be likely to be negligible as direct visibility from the asset is filtered by existing hedgerows to the west and other features within the landscape, which also help provide screening.

- 3.4.145. The conclusion of moderate adverse cumulative effects was supported by HE in response to ExQ1 1.7.11, noting that harm to the monument's significance would result from loss to the agrarian character and legibility of that landscape as the historic landscape context to the SAM [\[REP3-046\]](#).
- 3.4.146. However, the Applicant's response to ExQ1 1.7.11 states that following a site visit in the winter period, when foliage coverage is at its lowest, and with consideration to the design proposals of the Proposed Development and the Cottam Solar Project, including landscape mitigation, their assessment was amended to conclude that there would be a slight adverse cumulative impact [\[REP3-038\]](#). This was explored further in ISH5 with the Applicant clarifying that direct visibility within the landscape was filtered out by existing hedgerows and other landscape features. The previous assessment of moderate adverse was a worst-case scenario before revisiting the site in winter months.
- 3.4.147. Finally with reference to the effects on this SAM, para 3.3.16 of the Heritage Statement [\[APP-117\]](#) refers to the fact that the Proposed Development would prevent any further developments from occurring within the Order Limits (for example, for residential development) during the operational period. It is therefore suggested that there is the potential for the Proposed Development have a beneficial effect on the setting of the heritage asset. During ISH5 the Applicant clarified that this comment was in recognition of the reversibility of the Proposed Development. That is, once decommissioned it would be removed, as opposed to something which is more permanent such as residential.

ExA's Reasoning: Cumulative effects

- 3.4.148. The ExA is generally satisfied with the Applicant's assessment of the significance of the roman villa at Scampton. However, the original conclusion of moderate adverse cumulative effects with the Cottam Solar Project is considered to be the most soundly based, noting particularly that a greater awareness of the surrounding landscape, and any alterations to it, would be possible from the non-accessible higher ground associated with the SAM itself.

CONCLUSIONS

- 3.4.149. As required by Regulation 3 of the Infrastructure Planning (Decisions) Regulations 2010, the ExA has had regard to the desirability of preserving designated heritage assets, including listed buildings and their settings, the character and/or appearance of conservation areas and SAM or their settings.
- 3.4.150. In general terms the Applicant has adequately assessed the significance of the heritage assets affected by the Proposed Development and that the extent of the likely impact can be understood. The Application therefore meets the relevant requirements of 2011 NPS EN-1, 2024 NPS EN-1, the NPPF, PPG and local development plan policy.
- 3.4.151. With the exception of the issues identified relating to the adequacy of the archaeological investigations undertaken by the Applicant, the effect of the Proposed Development on the significance of the medieval bishop's palace and deer park, Stow Park and the cumulative effects relating to the roman villa at Scampton, the ExA considers that the Applicant's assessment of effects on designated and non-designated heritage assets represents a realistic worst-case assessment. This includes the possibility of significant residual effects on a number of non-designated archaeological remains. There would also be moderately adverse significant residual effects on several historic landscape receptors. Slight adverse

effects to the settings of a number of listed buildings during construction and operation have also been identified.

- 3.4.152. The Applicant has also identified the potential for up to moderate or large beneficial effects during the operational phase to archaeological (or potential archaeological) sites as a result of their removal from the ploughing regime. It is also suggested that there would be beneficial in-combination effects to the overall character of the designated heritage assets due to landscape mitigation as new planting would assist with framing and softening within the landscape. These matters will be considered in the planning balance at [Chapter 5](#).
- 3.4.153. Looking at the matters considered during the Examination, with reference firstly to archaeology, the ExA has identified concerns regarding the extent of the Applicant's evaluation of potential archaeological remains. This relates specifically to the large proportion of the Order Limits that have not been the subject of trial trenching. In this regard there would be a risk of disturbance to as yet undiscovered archaeological remains associated with the installation of the solar site. The ExA has concluded that the Applicant's WSI would not provide an adequate basis for appropriate mitigation to be provided.
- 3.4.154. The ExA has therefore considered the Applicant's 'without prejudice' (WP) version of the WSI, which refers to additional informative trial trenching to be undertaken. The additional investigation proposed would be a proportionate response to the sensitivity of the area and the extent of ground disturbance proposed. Therefore, the ExA's recommended DCO refers to the WP WSI at Requirement 12. A requirement to adhere to the WP WSI further investigative work, and for this to inform a final WSI, would mean that there would be no conflict with the provisions relating to archaeology within the 2011 versions of the NPS, the 2024 versions of the NPS or the relevant provisions of the Development Plan.
- 3.4.155. With reference to the effect of the Proposed Development on the significance of the medieval bishop's palace and deer park, Stow Park, the ExA has concluded that, based on the Application as submitted and examined (but not including the without prejudice offer to exclude arrays from the deer park land at Stow Park), there would be substantial harm to the setting of this SAM. This is a matter to be given very great weight, noting that where substantial harm to a designated heritage asset is found, consent should generally be refused unless the substantial harm is necessary to deliver public benefits that would outweigh the harm.
- 3.4.156. The ExA has also considered an amendment to the Application involving the removal of the solar panels from the former deer park. Based on the information available by the end of the Examination, it appears that such a modification would address substantive concerns relating to the setting of the SAM. The ExA therefore recommends that to remove an instance of substantial harm, it is necessary that the Proposed Development be amended to remove array installations forming part of WB3 from the historic deer park land. The remaining requirement for temporary interference relating part of the former deer park would mean that less than substantial harm to the setting of the SAM would remain. In either scenario, heritage harm must be considered against the public benefits of the Proposed Development. This will be addressed the in the planning balance in [Chapter 5](#). Furthermore, the implications in terms of land and rights matters will be considered in [Chapter 6](#), and for the dDCO will be considered in [Chapter 7](#).
- 3.4.157. Finally in terms of cumulative effects, moderate adverse effects have been identified in relation to the setting of the Roman Villa at Scampton when Proposed

Development is considered jointly with the Cottam Solar Project. In-combination adverse effects were also identified in relation to this heritage receptor.

- 3.4.158. As noted above, the ExA will conclude on the accordance with heritage policy provisions overall following the consideration of public benefits as part of the planning balance in [Chapter 5](#).

3.5. BIODIVERSITY AND ECOLOGY

INTRODUCTION

- 3.5.1. The main issues raised in the Examination relating to potential adverse effects on biodiversity and ecology related to the following:

- The effects on internationally, nationally and locally designated sites;
- The effects on protected species;
- The effects on habitats;
- The extent to which the DCO would deliver biodiversity net gain (BNG).

- 3.5.2. Matters relating to the Habitats Regulations Assessment (HRA) are considered in [Chapter 4](#).

POLICY CONSIDERATIONS

- 3.5.3. 2011 NPS EN-1 sets out the importance of assessing, as part of the ES, the effects of the Proposed Development on internationally, nationally and locally designated sites of ecological or geological conservation importance. The ES should also set out any effects on protected species and on habitats and other species identified as being of principal importance for the conservation of biodiversity. It advises that the SoS, in taking decisions should ensure that appropriate weight is attached to these considerations.
- 3.5.4. Proposals should aim to avoid significant harm to biodiversity interests through mitigation and consideration of reasonable alternatives. Applicants are required to show how projects have incorporated opportunities to conserve and enhance biodiversity interests. Paragraph 5.3.6 of 2011 NPS EN-1 requires the decision maker to take account of climate change and any net benefits for biodiversity that low carbon energy infrastructure may provide.
- 3.5.5. Paragraph 5.3.9 recognises international sites as the most important for biodiversity, including those identified through international conventions and European Directives, and which are afforded statutory protection by the Habitats Regulations. Paragraph 5.3.10 recognises the importance of Sites of Special Scientific Interest (SSSI). Where a SSSI or a feature of a SSSI is not covered by an international designation, it should be given a high degree of protection. Development consent should not normally be granted where a proposal is likely to have an adverse effect on the SSSI. Paragraph 5.3.11 of 2011 EN-1 goes onto confirm that where a project is likely to have an adverse effect on a SSSI either individually or in combination with other developments, consent should not normally be granted with an exception only being made when the benefits of the project (including need) clearly outweigh the adverse effects. A similar test is applied to ancient woodland and veteran trees in paragraph 5.3.14.

- 3.5.6. Paragraph 5.3.13 of 2011 NPS EN-1 acknowledges the role of regional and local sites which have a fundamental role to play in meeting overall national biodiversity targets. Due consideration should be given to them, however, given the need for new infrastructure these designations should not be used to refuse consent.
- 3.5.7. Paragraphs 5.3.16-5.3.17 recognise the statutory protection afforded to many individual wildlife species, and other habitats recognised as being of principal importance for conservation of biodiversity. Where harm to habitats, or species and their habitats would result, consent should be refused unless the benefits of the development outweigh that harm. The impact of the proposed development on biodiversity features of national or regional importance should be given substantial weight.
- 3.5.8. Paragraph 5.3.18 indicates that applicants should include appropriate mitigation as integral to proposed developments. They should also ensure that construction activities are confined to the minimal area required and that best practice is followed to minimise the risks of disturbance or damage to species or habitats. Similar advice is provided in 2024 NPS EN-1.
- 3.5.9. 2011 NPS EN-5 paragraph 2.7.2 states that the applicant will need to consider whether a proposed electricity line will cause problems to biodiversity at any point along its length. In preparing an ES, particular consideration should be given to feeding and hunting grounds, migration corridors and breeding grounds.
- 3.5.10. 2024 NPS EN-3 recognises the importance of good design in mitigating the impacts and effects on ecology. It also advises that security and lighting installations which may impact on local ecology should be carefully considered to minimise their impacts.
- 3.5.11. The NPPF provides additional policy guidance and requires planning decisions to contribute to and enhance, the natural and local environment, and provide net gains for biodiversity. It requires that where significant harm to biodiversity resulting from a development cannot be avoided, adequately mitigated, or, as a last resort, compensated for, then planning permission should be refused.
- 3.5.12. Development plan policies within the CLLP seeks to protect and enhance biodiversity and ensure ecological enhancement through good design. Policy S60 includes the protection of species, habitats and networks. Policy S61 provides for BNG. Policies also make clear that renewable energy development should address ecology.

THE APPLICANT'S APPROACH

Introduction

- 3.5.13. ES Chapter 9: Ecology and Biodiversity [\[APP-047\]](#) sets out the Applicant's approach relating to ecology and biodiversity, with further supporting evidence provided in the following appendices and documents:
- Appendix 9.1 Consultation Responses [\[APP-077\]](#);
 - Appendix 9.2 Preliminary Ecological Appraisal [\[APP-078\]](#);
 - Appendix 9.3 Extended Phase 1 Habitat Survey Maps [\[APP-079\]](#);
 - Appendix 9.4 Cable Route Preliminary Ecological Appraisal [\[APP-080\]](#);
 - Appendices 9.5 to 9.10 various Survey Reports (Bat Survey 9.5 [\[APP-081\]](#); Otter and Water Vole 9.6 [\[APP-082\]](#); Great Crested Newt 9.7 [\[APP-083\]](#);

Breeding Bird Survey 9.8 [[APP-084](#)]; Overwintering Bird Survey 9.9 [[APP-085](#)]; Protected Species 9.10 [[APP-086](#)];

- Appendix 9.11 Schedule of Protective Ecological Buffers [[APP-087](#)];
- Appendix 9.12 BNG Report [[APP-088](#)];
- Information to Support a HRA document [[REP3-024](#)]; and
- Risk Assessment of EMF Impacts on Fish: Appendix 1 of Applicant Response to Written Representations Part 1 [[REP3-034](#)].

3.5.14. ES Chapter 9 [[APP-047](#)] sets out proposals for ecological enhancement to contribute to local conservation and achievement of BNG. In presenting the BNG enhancements, the Applicant reports that this would comply with the Environment Act 2021.

3.5.15. Surveys of badger setts, bats, otters, water voles, great crested newts (GCN), and breeding birds were undertaken. From these, baseline conditions were evaluated having consulted with Natural England (NE), Lincolnshire Wildlife Trust and Nottinghamshire Wildlife Trust.

3.5.16. The methodology applied the standard approach in the UK to Ecological Impact Assessment developed by the Chartered Institute of Ecology and Environmental Management (CIEEM) in 2018 and revised in 2019. The significance of residual effects are described as significant or not significant. Those which are reported as significant are then qualified by reference to an appropriate geographical scale: site, local or district importance.

Mitigation

3.5.17. The Applicant's approach takes the significant effects reported for protected and notable species and habitats and then considers embedded and additional mitigation measures set out in the outline Landscape and Ecological Management Plan (oLEMP) [[REP6-025](#)] and the outline Ecological Protection and Mitigation Strategy (oEPMS) [[APP-326](#)].

3.5.18. The oLEMP provides a framework for the planting, management and monitoring of landscaping and ecological mitigation and enhancement habitats. The oEPMS sets out the ecological protection measures specifically during the construction works associated with the Proposed Development including:

- the avoidance of accidental dust deposition or pollution events;
- the presence of and monitoring by an ecological clerk of works (ECoW); and,
- restrictions on working in adverse weather.

Biodiversity Net Gain

3.5.19. The BNG Report [[APP-088](#)] applies NE's Biodiversity Metric 3.1 (the Metric) to calculate that the Proposed Development would provide BNG of 86.80% for habitat units, 54.71% for hedgerows and 33.25% for rivers. This BNG is reported to be as a result of the proposed landscaping and habitat creation including enhancement of existing hedgerows and ditches, native hedgerow with trees, native shrub planting, woodland planting, diverse meadow mix and proposed wildlife ponds.

Internationally Designated Sites

3.5.20. ES Chapter 9 [[APP-047](#)] confirms that there are no Special Protection Areas (SPA) or Special Areas of Conservation (SAC) designated sites within the Order Limits (Paragraph 9.5.10). Additionally, no SPA or SAC designations were located within 10km of the Proposed Development.

3.5.21. The Humber Estuary SAC and Ramsar site are located approximately 25km, and the Humber Estuary SPA is located approximately 36km, from the closest point of the Order Limits. The Applicant updated the HRA Report at DL3 [REP3-024] to include the Humber Estuary Ramsar site, which is contiguous with the Humber Estuary SAC, within the identification of designated sites. The Applicant's HRA Report Rev A [REP3-024] considered the following designated sites:

- Humber Estuary SAC
- Humber Estuary Ramsar site
- Hatfield Moor SAC
- Thorne and Hatfield Moors SPA
- Birklands and Bilhaugh SAC
- Thorne Moor SAC
- Humber Estuary SPA

3.5.22. ES Ch 9 [APP-047] considers that the large distances, and intervening infrastructure and settlements, means that significant effects upon the SAC, SPA and Ramsar site, even in the absence of specific mitigation measures, are unlikely. No mitigation measures are considered necessary and no residual effects likely. The ExA's findings and conclusions in relation to Habitats Regulations Assessment (HRA) are set out in [Chapter 4](#) of this Report.

Nationally and Locally Designated Sites

3.5.23. Section 9.5 of ES Chapter 9 [APP-047] details a number of statutory designated sites of national importance that lie within 5km of the Order Limits:

- WB2: One statutory designated site of national importance was identified within 5km: Doddington Clay Woods SSSI – 4.7km south.
- Cable Route Corridor (CRC): Five SSSI were identified within 5km of the CRC:
 - Ashton's Meadow SSSI – 2.6km south-west;
 - Lea Marsh SSSI – 2.7km south-west;
 - Claborough Tunnel SSSI – 3.6km south-west;
 - Chesterfield Canal SSSI – 4.8km west; and,
 - Treswell Wood SSSI – 4.8km south-west.

3.5.24. The ES at Chapter 9 [APP-047] considers the six identified SSSIs are at a significantly reduced risk from impacts during the construction phase. Embedded mitigation measures are set out in the oEPMS [APP-326] including the avoidance of accidental dust deposition or pollution events, the presence of and monitoring by an ECoW, and restrictions on working in adverse weather. The implementation of the good practice measures in the oEPMS would ensure that any construction phase effects are neutral. Operational phase effects are also anticipated to be neutral.

3.5.25. Six Local Wildlife Sites (LWS) are located either partially within the CRC, or within the Order Limits/ 100m of the Order Limits. Other LWSs are all situated within 2km of the Order Limits as follows:

- WB2: Three non-statutorily county importance LWS lie between 500m and 1.6kms from WB2.
- WB3: Seven non-statutorily designated sites are within 2km of WB3. Several of these are the same as those for WB2. These were all considered to be of county importance. Mr Rose's Hay Meadow LWS is adjacent to WB3, whilst Torksey Grassland LWS is 100m west. Other LWSs range from 700m to 900m from WB3.

- CRC: 23 LWS are located within 2km of the CRC, many of which were the same as within the vicinity of WB2 and WB3. These are considered to be of county importance. Four of these are within or adjacent to the CRC: Trent Port Wetlands LWS; Coates Wetlands LWS; Mr. Rose's Hay Meadow LWS; North Leys Road Ditch LWS. West Burton Meadows LWS is 15 metres from the CRC. The remainder are between 370m and 1.8km distant.

- 3.5.26. The potential for direct damage to the six LWSs located either partially within the CRC, or within the Order Limits (or within 100m of them) is considered to be low. However, they are the most susceptible of the designated sites identified. Once the cable is installed, the route would remain undisturbed, further reducing likely impacts.
- 3.5.27. In mitigation, the ES confirms that all LWSs would be avoided when siting trenches, access routes, compounds or jointing bays. Suitably wide buffers, greater than 30m would be ensured where there is a lack of physical barrier. Mitigation measures outlined in the oEPMS [APP-326] also includes precautionary measures to ensure potential indirect pollution or dust deposition effects from the cable installation works in proximity to these sites are mitigated. An ECoW would monitor the sites and working activities. The oLEMP [REP6-025] sets out how habitats would be reinstated following the completion of the cable installation works such that there would be no long-term adverse effects on the habitats within the CRC, and also any functional linkage to the LWSs. The oCTMP [REP7-005] sets out how vehicles, plant and materials would be transported and the measures required to avoid over-run and damage of the verges/ditch banks, noting that North Leys Road forms part of a grid connection access point for the CRC installation, and is associated with North Leys Road Ditch LWS.
- 3.5.28. The proposed embedded mitigation incorporates sensitive buffering, protection and supervision of works in proximity to the LWSs. Together with the habitat remediation commitments contained within the oLEMP [REP6-025], mitigation is considered to reduce the harmful effects resulting in a neutral residual effect during all phases.
- 3.5.29. ES Chapter 9 [APP-047] states that the remaining LWSs within 2kms of the Order Limits are considered to be at a significantly reduced risk from indirect fragmentation or degradation impacts. Similar mitigation measures as to those described above would equally apply.

Protected species

- 3.5.30. Surveys of protected species were undertaken. Habitat for harvest mice would be retained through the management of land. However, adverse residual effects on harvest mice in the construction phase are considered likely to be significant at a local level. These are expected to reduce to site level significance in the operational phase due to the partial replacement of lost suitable habitat, wide buffer zones, and cessation of intensive arable practices.
- 3.5.31. An adverse residual effect on skylark is also reported, due to the potential of displaced territories. Although proposed mitigation would reduce adverse effects, in light of their decline in the country, the risk of displacement and status, an adverse residual significant effect at the local scale was reported.
- 3.5.32. The oEPMS [APP-326] sets out details for minimising the potential impact on flocks of overwintering birds. This would include creating 97ha of wetland bird mitigation habitat and set aside bird mitigation habitat. This provision of mitigation habitat suitable for flocks of foraging wintering birds during the operational phase is

considered to reduce residual adverse effects. The result is that residual adverse effect on overwintering birds would be significant at a site level during the operational phase.

Habitats

- 3.5.33. ES Chapter 9 [APP-047] reports that the majority of the Order Limits comprise large, open and generally flat arable fields characterised by winter-sown cereal crops with some fields of permanent pasture. Habitats are typical of the surrounding landscapes which are dominated by arable farmland and occasional pasture grassland. No significant woodland is present although there is managed and unmanaged woodland, and the Codder Lane Belt bisects fields in the western half of WB2. Permanent standing water is generally absent. Various flowing streams run into more significant local watercourses and an extensive network of agricultural drainage ditches. The River Till runs adjacent to the eastern boundary of WB2 and 400m west of WB1. The River Trent runs 1.4km west of WB3.
- 3.5.34. Habitat for species such as grass snake, common lizard, terrestrial and aquatic invertebrates, hedgehog and polecat were recorded on site, concentrated at field boundary hedgerows, ditches and uncultivated field margins. The oLEMP makes provision for these habitats to be retained and managed favourably, so they remain suitable for these species. The design of new access points and cable installation works would take a precautionary approach and seek to minimise disturbance of habitats as far as possible. Work would be carried out under ecological method statements and with an ECoW present. Any habitat removal would be reinstated or compensated for as soon as possible.
- 3.5.35. The ES concludes that residual effects are mainly neutral to beneficial where arising. However, for the CRC a number of site level, medium term adverse effects have been identified in relation to trees and hedgerows, and ditches and watercourses.
- 3.5.36. For hedgerows and tree habitats, construction phase works result in neutral effects overall, with a reported beneficial effect at the operational phase. The significant site level adverse residual effect within the construction of the cable route is as a result of the removal of 60-142m of largely species-poor hedgerow network, due to temporary cabling operations.
- 3.5.37. The adverse residual effect on ditches and watercourses reported for the construction period of the cable route is due to temporary disturbance or damage to ditches due to cabling operations. It would take approximately 1-3 years for the full re-establishment of re-seeded/remediated ditches as secured within the oLEMP.

Residual effects

- 3.5.38. All residual effects are set out in Table 9.3 of ES Chapter 9 [APP-047] and within the Summary of Significant Effects [REP3-010].
- 3.5.39. ES Chapter 9 [APP-047] concludes that there would be no likely residual effects as regards internationally, nationally and locally designated sites. All residual effects for designated sites are reported as neutral (paragraphs 9.7.2-9.7.27).
- 3.5.40. Significant adverse effects for species are identified as follows:

- Adverse medium-term effects would arise during construction and operation for the harvest mouse. The significance during construction would be local, and at operational phase this would be of site scale significance;
- During the operational phase, an adverse effect would occur for overwintering birds at the site scale; and
- An adverse effect would also occur for breeding birds (skylark and grey partridge) during the operational phase, due to habitat loss. This would be at the local scale.

3.5.41. For habitats, residual effects are reported in paragraphs 9.7.28-9.7.86. Residual effects are generally neutral to beneficial where arising. However, the following adverse effects have been identified during construction:

- Adverse medium-term effects on trees and hedgerows in the CRC would arise during construction at site level; and
- Similarly, during construction there would be adverse (medium-term) effects on ditches and watercourses within the CRC, the significance of which is at the site level.

3.5.42. Where harm to habitats and other species would result, Paragraph 5.3.17 of 2011 NPS EN-1 advises that consent can be refused unless the benefits (including need) of the development outweigh that harm. These considerations will be explored in the following sections.

Cumulative effects

3.5.43. The cumulative effects with the Cottam Solar Project, Gate Burton Solar Energy Park, Tillbridge Solar Park and the shared CRC are set out in ES Chapter 9 [APP-047]. No further mitigation was proposed since the Applicant considered that all available land and opportunities for mitigation through the provision of habitat for ground nesting birds within the Order Limits had been pursued.

3.5.44. In relation to the CRC, cumulative adverse effects are predicted to arise for skylark, yellow wagtail, grey partridge, quail and harvest mice at the district level. For overwintering birds, hedgerows, trees, ditches and watercourses, there would be cumulative adverse effects at the local scale. A beneficial effect would occur at the district level for reptiles and amphibians. All of these effects would be significant.

3.5.45. Also, the 'Technical Note on Cumulative Effects of Additional Schemes' [REP5-030] and the ES addendum [REP5-015], both submitted at DL5 identified a cumulative significant adverse effects on ground nesting birds up to district level significance.

3.5.46. As a result of the identification of adverse effects arising from the cumulative impacts of the development, it will be necessary to carefully consider 2011 NPS EN-1 paragraphs 5.3.10-11, 5.3.13 and 5.3.17. These will be addressed below.

ISSUES CONSIDERED DURING THE EXAMINATION

THE EFFECTS ON INTERNATIONALLY, NATIONALLY AND LOCALLY DESIGNATED SITES

3.5.47. The effects on internationally designated sites are considered within [Chapter 4](#) of this Report. ES Chapter 9 sets out that there would be no likely residual effects on nationally or locally designated sites. All residual effects are reported as neutral.

3.5.48. The SoCG with NE [REP5-023] confirms that NE agrees with the conclusions of the HRA Report Rev A [REP3-024], and with effects on SSSIs. This had previously

been confirmed through NE's RR where NE stated that '*due to the physical and hydrological separation of these SSSIs from the Order Limits, we consider impacts to be unlikely*' [RR-233].

- 3.5.49. The SoCGs with the host authorities also conclude that these matters are agreed [REP7-010] [REP6-038] [REP7-014]. Each of LCC, WLDC and NCC/BDC concludes that matters are agreed. This varies between parties' SoCGs, but generally, the judgements on the likely residual effects and conclusions for the effects to ecology, including methodology and baseline, are agreed.

ExA's reasoning: effects on designated sites

- 3.5.50. [Chapter 4](#) of this Report sets out the ExA's findings and conclusions in relation to the HRA. With regards to nationally and locally designated sites, the ExA is also satisfied that the methodology, baseline conditions, proposed mitigation and assessment of effects set out in the ES Chapter 9 [APP-047] are acceptable, including the conclusions drawn.

THE EFFECTS ON PROTECTED SPECIES

- 3.5.51. A number of IPs expressed concern that there would be potential for disturbance and displacement to birds and bats [REP1A-006] [REP1A-056]. In response, the Applicant identified that many bird species would benefit from the enhancements proposed. The Applicant highlighted the package of measures and embedded mitigation which would be secured through ecologically sensitive design, such as the wide buffering of field boundaries [REP1-050] [REP3-036]. The Applicant also referred to the habitat enhancement measures within the oLEMP, secured via Requirement 7 of the dDCO, which would be likely to have a beneficial effect on bats. This is assessed as beneficially significant at a district level [REP3-037].
- 3.5.52. ExQ1 1.3.2 [PD-009] referred to the effects of the installation of solar panels on bat activity and their prey. The Applicant accepted that little research has been conducted into the effects of solar farms on bat activity. This uncertainty has resulted in the adoption of a precautionary system of large ecological buffer zones, with likely bat activity being the driver for increasing the buffer width [REP3-038]. Control measures to minimise impacts on ecological receptors are set out in the oCEMP [REP6-021], which would be secured by Requirement 13 of Schedule 2 to the dDCO. The oEPMS confirms that no artificial lighting would be employed during works to cross watercourses [APP-326]. The Applicant also drew attention to other benefits such as the undeveloped corridors either side of hedgerows which would also provide a beneficial effect and continued habitats for invertebrates that bats could feed on [REP3-038].
- 3.5.53. At ExQ1 1.3.3 [PD-009], the ExA sought further information on the impacts of culverting on otter and vole species as proposed culverted areas had not been identified. The Applicant responded that there is a need for flexibility in design, layout and technology. In this sense the 'Rochdale Envelope' approach has been used to accommodate the need for flexibility [REP3-038]. Additionally, the oEPMS [APP-326] sets out the requirement for the detailed survey of any habitat suitable for otter or water voles that would be potentially impacted by the works. Particular attention would be paid to any habitat removal works affecting, or within 30m of, a watercourse for the potential presence of otters and water voles. In the event that burrows, holts or likely sheltering sites are found, an ECoW would take steps to avoid direct impacts.

- 3.5.54. Noting that several ground nesting bird species and hunting raptors were notable species of conservation concern, at ExQ1 1.3.4 the ExA sought to understand why the ES reported arable fields as of site importance only for these species [PD-009]. The Applicant responded [REP3-038] that habitats were assessed in their own right for their intrinsic ecological importance. This avoids a pseudo-replication of the assessment for breeding birds (and, potentially, other ecological features). The importance of arable fields is largely driven by botanical interest and therefore assessed as being of site importance. The breeding bird assemblage was assessed separately and considered as being of greater importance. This assessment methodology is in accordance with Chapter 4 of the CIEEM's 2018 Guidelines for Ecological Impact Assessment. As such it is considered compliant with the methodology and a reasonable assessment [REP3-038].
- 3.5.55. NE noted that protected species licences may be required but had not been engaged in letters of no impediment or draft protected species licences [RR-233]. The ExA requested clarification at ExQ1 1.3.11 [PD-009] on the need for protected species licences, as well as the precautionary methods and contingency measures within the oEPMS. In response, the Applicant confirmed that sufficient precautionary methods for contingency measures had been agreed with NE as set out in the oEPMS. The agreement would ensure that if protected species were found (by the ECoW), any necessary licences could be applied for and/or work programmes altered [REP3-038]. NE confirmed in the final SoCG that the submission of draft protected species licences would not be necessary and the production of letters of no impediment was not considered necessary [REP5-023].

ExA's reasoning: effects on protected species

- 3.5.56. Where harm to species would result, paragraph 5.3.17 of 2011 NPS EN-1 advises that consent can be refused unless the benefits of the development outweigh that harm. The Applicant and other parties agree that there remain a number of significant adverse residual effects on protected species. The SoCGs with NE, EA, and the host authorities broadly accept that mitigation would be secured to minimise these adverse effects [REP6-040]; [REP7-010]; [REP6-038]; [REP7-014]
- 3.5.57. 2011 NPS EN-1 Paragraph 5.3.15 recognises that there may be opportunities for building-in beneficial biodiversity features as part of good design. Elements of the Proposed Development representing beneficial biodiversity features, such as those that would result in additional invertebrate habitat for bat feeding, should be accorded positive weight.
- 3.5.58. The ExA has set out considerations relating to the need for the Proposed Development within Section 3.2 of this Report. Current policy provisions establish the urgent need for renewable energy generation. Large scale solar generation will be part of the mix of infrastructure and technology required to achieve this. The Proposed Development would make a meaningful contribution to meeting this need, in general accordance with the provisions of 2011 NPS EN-1. In addition to the other beneficial effects, the ExA considers that the benefit would outweigh the adverse impact on species identified.

THE EFFECTS ON HABITATS

- 3.5.59. Specific concerns were raised about the biodiversity and habitat implications of the extent of loss in relation to trees and hedgerow during CRC construction. Some IPs considered the loss to be excessive, and not required for access, resulting in habitat loss [REP1A-006]. Section 3.3 of this Report addresses the landscape implications of the extent of hedgerow removal.

- 3.5.60. At OFH1, the Applicant set out that generally the approach would be to retain and enhance trees and hedgerows where practicable. It was noted that the oLEMP sets out that, wherever feasible, existing access points would be used. The Applicant acknowledged that where existing access points do not exist some minor hedgerow works comprising removal and pruning would be required [REP1-051]. The Applicant's assessment confirms that there would be approximately 20 new temporary hedgerow gaps associated with the CRC (c.82m-142m of temporary removal), and seven new hedgerow gaps and nine ditch crossings associated with the installation of the solar arrays (c.24-52m of hedgerow anticipated to be removed). This amount of hedgerow loss is proportionally very small and the power to remove hedgerow would be exercised in accordance with the controls set out in the oLEMP [REP6-025].
- 3.5.61. The ExA notes that this would be a temporary loss of what is reported as a largely species poor hedgerow network. The Applicant reports that this is likely to constitute an adverse residual effect significant at a site level in the medium term, given that it would take approximately 3-5 years for the full re-establishment of re-planted hedgerows. The ExA recognises that the oLEMP sets out the approach to the control and maintenance of access gaps in hedgerows [REP6-025]. Further, that mitigation is proposed which includes the planting of several kilometres of species-rich hedgerow, resulting in a net gain of 54.71% in hedgerow units¹⁹. The increase in overall hedgerow provision that would result from the Proposed Development is a beneficial consideration.
- 3.5.62. 7000 Acres set out in their WR that LCC's woodland creation programme targets the planting of 750,000 trees over coming years across the County. They expressed concerns that the Proposed Development would directly and indirectly impinge on this programme of tree planting [REP1A-020]. The ExA queried this with LCC and the Applicant at ExQ1 1.3.5 [PD-009].
- 3.5.63. The Applicant responded that the habitat mitigation for the Proposed Development would include the planting of 7.1km of native hedgerow and 13.7 ha of native woodland. Based on planting densities set out in the oLEMP, the Proposed Development would contribute approximately 42,600 trees and the native woodland would be expected to contribute approximately 137,000 trees, contributing to approximately 18% of the LCC woodland creation scheme [REP3-038].
- 3.5.64. A number of IPs, including the EA raised concerns regarding Electro Magnetic Fields (EMFs) and the effect on fish [REP1A-007] [REP1A-062] [RR-284]. The concerns relate to horizontal directional drilling (HDD) beneath the River Trent which may harm fish species within the Humber Estuary Special Area of Conservation (SAC). [Chapter 4](#) of this Report discusses this matter further.
- 3.5.65. An item raised at ISH3 by 7000 Acres sought further information on chemicals that could be used to clean the panels and the of this effect on biodiversity [REP4-089]. The Applicant responded that de-ionised water would be used to clean the panels. The Applicant updated the oOEMP, and confirmed that Isopropyl Alcohol would not be used to clean the panels [REP5-039].

ExA's reasoning: the effects on habitats

- 3.5.66. As noted above, where harm to habitats would result, Paragraph 5.3.17 of 2011 NPS EN-1 advises that consent can be refused unless the benefits of the

¹⁹ The BNG Report calculates 54.71%, whilst that secured in the dDCO is a minimum 43.7%

development outweigh that harm. The Applicant has reported the adverse (medium term) effects on trees and hedgerows, and ditches and watercourses in the CRC that would arise during construction.

- 3.5.67. The effects on trees and hedgerows would be largely temporary and would be followed by an increase in hedgerow provision. The effects on ditches and watercourses would also be medium term, which, during the operational use of the Proposed Development would revert to a neutral effect following the implementation of the remediation works provided for by the EPMS. This and other measures provided for by the oLEMP, oEPMS and oOEMP would be secured by Requirements of the DCO. They would provide assurance that the impact of other activities, including maintenance, for example the cleaning of panels, would not adversely affect habitats.
- 3.5.68. The ExA has noted the urgent need for renewable energy generation. There would be a number of habitat benefits arising from the Proposed Development which, overall, the ExA considers would outweigh the adverse effects. As such the ExA is satisfied that the assessment of effects on habitats is acceptable, and those matters considered would not weigh for or against the Proposed Development.

THE EXTENT TO WHICH THE DCO WOULD DELIVER BNG

- 3.5.69. Matters relating to BNG include both the prospects of achieving the level of BNG set out in the Application, and the mechanism in place to provide delivery.
- 3.5.70. LCC, in their LIR confirmed that there is potential to deliver BNG as a result of the creation and enhancement of habitats as part of the development [REP1A-002]. Other IPs, such as 7000 Acres considered that delivery of BNG had not been proven at the scale of the Proposed Development. Their view is that BNG targets would not be achieved [REP3-049] [REP1A-027]. At ISH3, 7000 Acres suggested that BNG calculations should take account of the impact of moving food production overseas and the adverse biodiversity impact associated with this [REP4-089]. 7000 Acres also expressed concern that there is limited evidence to support claims that large scale ground mounted solar would increase biodiversity [REP5-051].
- 3.5.71. The Applicant responded that the BNG Assessment process includes a commitment to ongoing monitoring and maintenance of proposed and retained habitats for the life of the Proposed Development. It confirmed that the BNG assessment calculations also build in a 'time to condition' allowance for proposed habitats. The Applicant's view is that sufficient checks and balances are inherent in the BNG process and that the benefits identified within the BNG assessment can be relied upon [REP6-047]. These benefits would be secured by Requirement 9 in Schedule 2 of the dDCO, noting also that there are sufficient buffers in the habitat, linear and river unit provisions to indicate that the proposed percentages of BNG would be deliverable and realistic.
- 3.5.72. Regarding the calculation and accounting for overseas food production, the Applicant set out that food production is not relevant to the BNG calculations, and is not included as part of the Metric calculations relating to BNG [REP5-038]. Wider matters of food security are considered in this Report at Section 3.7.
- 3.5.73. The approach to securing BNG through Requirement 9 of the dDCO shifted during the Examination. At the outset, the Applicant had sought to refer to the Metric which would be operational at the time the BNG details would be provided. Requirement 9

was subsequently altered to refer to a BNG strategy to secure a minimum level of BNG units. These alterations to the dDCO are considered further in [Chapter 7](#).

- 3.5.74. At ExQ2 2.3.2 [\[PD-014\]](#) the ExA sought to understand the rationale within Requirement 9 that included BNG percentages which vary from those submitted in the Application and supporting documents. Requirement 9 sets out that the BNG Strategy would secure a minimum of 69.4% BNG in habitat units, a minimum of 43.7% BNG gain in hedgerow units and a minimum of 26.6% BNG in river units. These percentages are below those set out in the BNG Report [\[APP-088\]](#).
- 3.5.75. The Applicant responded that the proposed BNG resulting from extensive habitat enhancement would be a key benefit on local biodiversity. They note that BNG is a relatively new concept, not yet mandatory for NSIP applications. The Applicant expressed concern that future changes in calculation methodologies may be required. If changes to calculations and methodology were introduced, this could lead to unforeseen changes in the level of BNG percentages upon finalisation of the BNG Strategy.

ExA's reasoning: The extent to which the DCO would deliver BNG

- 3.5.76. The approach set out by the Applicant reflects that taken in other recent NSIP cases. The Applicant's reduced figures would be achievable, with actual delivery expected to be greater than indicated. Overall, it is considered beneficial to include BNG percentages within the dDCO, and the potential issues this could cause are noted. There is a commitment in the oLEMP to deliver all habitat enhancement measures. The buffer adopted is considered proportionate. The level of BNG that would be delivered would be a significant benefit of the Proposed Development.
- 3.5.77. Therefore, whilst not currently mandatory for NSIP development, it is not unreasonable to expect developments of this nature to achieve significant levels of BNG. The ExA considers that BNG can be secured at this scale, and, that crop displacement need not be taken into consideration. The BNG calculation, and the specific references within the dDCO, point to an acceptable level of BNG being secured.

CONCLUSIONS

- 3.5.78. Overall, the ExA is satisfied that biodiversity and ecology matters have been adequately assessed in the ES. The ExA has taken into consideration the agreement between the Applicant, NE and the EA on these matters, as well as with the host authorities. Consideration of the impacts of the Proposed Development has been appropriately informed by survey data, and adequate mitigation would be secured to manage the effects on designated habitats and species. Mitigation would be secured through the dDCO, including:
- Requirement 5 (detailed design approval);
 - Requirement 7 (landscape and ecological management plan);
 - Requirement 8 (ecological protection and mitigation strategy);
 - Requirement 9 (biodiversity net gain); and
 - Requirement 15 (construction traffic management plan).
- 3.5.79. The ExA considers that any adverse effects on sites would not be significant. However, there would be significant adverse effects in relation to protected species and habitats. The ExA has considered the mitigation proposed and the residual effects and has concluded that the benefits from the Proposed Development, including need, clearly outweigh any remaining adverse effects.

- 3.5.80. There would be enhancements to biodiversity and ecology across the Order Limits arising from the Proposed Development. Specifically, the minimum BNG units required by the BNG Strategy would be capable of being managed and secured over the lifetime of the Proposed Development. The securing of BNG would be a benefit which mitigates harmful effects and enhances habitats for species.
- 3.5.81. The ExA concludes overall that the Proposed Development would accord with 2011 NPS EN-1, 2011 NPS EN-5, the 2024 NPSs, the NPPF and development plan policy on these matters. Whilst adverse effects for sites and habitats have been identified, beneficial effects would also arise for certain species. The Proposed Development would also secure a significant level of BNG. Overall, the ExA gives biodiversity and ecology a little positive weight in the planning balance.
- 3.5.82. The ExA's conclusions on HRA are addressed separately in [Chapter 4](#).

3.6. TRANSPORT AND ACCESS

INTRODUCTION

- 3.6.1. The main issues in the Examination related to the following:
- The safety effects of the proposed development on non-motorised road and Public Rights of Way (PRoW) users;
 - The impact of construction traffic on the surrounding road network; and,
 - Cumulative effects with other solar developments.

POLICY CONSIDERATIONS

- 3.6.2. Paragraph 5.13.6 2011 of NPS EN-1 recognises that NSIP proposals can have a variety of substantial impacts on the surrounding transport infrastructure. The SoS should seek to ensure that the mitigation of transport impacts, including during construction, have been considered.
- 3.6.3. Where a proposed development is likely to have significant transport implications, a Transport Assessment (TA) using an agreed methodology should be provided. Paragraph 5.13.4 also sets out that where appropriate, applicants should provide a travel plan. Details of proposed mitigation measures should be included, as well as proposed improvements such as improved access by public transport, walking and cycling, to reduce the need for parking.
- 3.6.4. 2024 NPS EN-1 includes similar policies. Paragraph 5.14.20 confirms that development consent should not be withheld if requirements can be imposed to mitigate transport impacts. Where mitigation is secured the SoS should apply appropriately limited weight to residual effects.
- 3.6.5. 2024 NPS EN-3 provides guidance on construction traffic and transport. It requires assessment of various potential routes to the site where the source of the materials is known at the time of the application, and selection of the route that is the most appropriate. Paragraph 2.10.125 seeks to ensure that all sections of roads and bridges on the proposed delivery route can accommodate the weight and volume of the loads and width of vehicles. Any modifications to roads and/or bridges are required to be identified. During the operational phase, 2024 EN-3 recognises that traffic movements to and from the site are generally very light and infrequent. Paragraph 2.10.162 advises that the SoS is unlikely to give any more than limited

weight to traffic and transport noise and vibration impacts from the operational phase of a solar project.

- 3.6.6. 2024 EN-3 also recognises that applicants should keep, as far as is practicable and safe, all public rights of way that cross the proposed development site open during construction and protect users where a public right of way borders or crosses the site. Paragraph 2.10.45 requires details on management of PRow set out in a PRow Management Plan.
- 3.6.7. Section 9 of the NPPF promotes sustainable transport and the creation of places that are safe, secure and attractive which minimise the scope for conflicts between pedestrians, cyclists and vehicles. It sets out that transport issues should be considered from the earliest stages of development proposals. Paragraph 115 of the NPPF makes clear that development should only be prevented or refused on highways grounds *“if there would be an unacceptable impact on highway safety, or the residual cumulative impacts on the road network would be severe.”* 2024 NPS EN-1, paragraph 5.14.21, also contains this test.
- 3.6.8. Policy S47 of the CLLP (referred in WLDC’s LIR [\[REP1A-006\]](#)) sets out that development proposals are required to contribute towards an efficient and safe transport network. Any development that has severe transport implications will not be granted planning permission unless deliverable mitigation measures have been identified, and arrangements secured for their implementation, which will make the development acceptable in transport terms.

THE APPLICANT’S APPROACH

Introduction

- 3.6.9. ES Chapter 14: Transport and Access [\[APP-052\]](#) sets out the Applicant’s consideration of transport and access. It is supported by the following appendices and addendum containing details of the TA, construction routes and PRow:
- Appendix 14.1: Transport Assessment [\[REP4-036\]](#)
 - Appendix 14.2: Construction Traffic Management Plan (CTMP) [\[REP7-005\]](#)
 - Appendix 14.3: Public Rights of Way Management Plan [\[REP5-018\]](#)
 - ES Addendum Chapter 14: Transport and Access [\[REP1-074\]](#)
- 3.6.10. The Applicant identified a study area covering the local roads which would make up the construction vehicle routes to the site and where transport and access effects could occur. This includes a number of A-roads and some more rural B-roads and unclassified roads. Traffic count surveys were undertaken to understand the baseline traffic flows. The Applicant also sets out local highway network and traffic flows with road safety statistics.
- 3.6.11. There are limited pedestrian specific facilities in the area due to the rural nature of the roads. There are 16 PRow that run through or nearby WB1 and WB3, and within the vicinity of the CRC. There is also a lack of dedicated cycling infrastructure. The National Cycle Route Network Route 64 passes within 5km of the southern end of WB2. The National Byway cycle route passes within 1km of the PoC and also near to the CRC at a number of locations.
- 3.6.12. During construction, typical traffic movements are estimated to be 372 per peak day. Eight vehicle access points would be required at WB1, WB2 and WB3. Heavy goods vehicles (HGVs) movements would average 32 per day but due to small peaks, an uplift to 46 per day have been assessed as a reasonable worst case

scenario. 19 temporary accesses would be required for the CRC, each used for approximately 90 days during the construction phase.

- 3.6.13. During the operational phase it is anticipated that there would be around five visits to each of WB1, WB2 and WB3 per month for maintenance purposes. These would be made by light van or 4x4 vehicles. The number of vehicles associated with the decommissioning phase would not be anticipated to exceed the number set out for the construction phase.

Mitigation

- 3.6.14. Embedded mitigation measures which would be implemented during construction and decommissioning are set out in Section 14.6 of ES Chapter 14 [\[APP-052\]](#). These include:
- Signs to the agreed construction traffic route. Advisory signs informing contractors and visitors that parking is not permitted on-street;
 - A compound area for contractors including appropriate parking spaces;
 - A wheel wash facility would be provided. A road sweeper would be provided for surrounding local roads;
 - Heras fencing for security;
 - Banksmen would be provided at access junctions;
 - Agreement to a Road Condition Survey with the local highway authority; and
 - Works to enable abnormal load deliveries.
- 3.6.15. A Decommissioning Traffic Management Plan (DTMP) would be agreed prior to decommissioning and would be secured through the DCO. During the operational phase, embedded mitigation include:
- Maintaining access to all existing PRoW within the Order Limits, with no diversions or closures;
 - Providing suitable points of access for operational vehicles; and,
 - The planting of landscaping and screening to conceal any reflections from the panels, which could affect drivers on the local highway network and rail network.
- 3.6.16. Mitigation measures are included in the outline Construction Traffic Management Plan (oCTMP) [\[REP7-005\]](#). Appendix D contains a Construction Worker Travel Plan (CWTP) setting out information and initiatives for access by non-car modes of transport. Additional measures for the management of PRoW are included in the outline Public Rights of Way Management Plan (oPRoWMP) [\[REP5-018\]](#).

Residual Effects

- 3.6.17. Taking account of the embedded mitigation, no significant residual effects during the construction, operational and decommissioning phases are predicted in ES Chapter 14 [\[APP-052\]](#).

Cumulative Effects

- 3.6.18. ES Chapter 14 [\[APP-052\]](#) also assesses the cumulative effects of the Proposed Development along with Cottam Solar Project, Gate Burton Energy Park, Tillbridge Solar Park as well as other nearby proposals considered to have an effect on the study area. The cumulative effects for all phases would not change compared to the residual effects, and as such there are no significant cumulative effects predicted in section 14.9 of ES Chapter 14 [\[APP-052\]](#) across all phases.

ISSUES CONSIDERED DURING THE EXAMINATION

THE SAFETY EFFECTS ON NON-MOTORISED ROAD AND PROW USERS

- 3.6.19. Noting concerns raised by IPs and the nature of the minor roads and PRow which provide access to and cross the various parts of the site, the Applicant was asked to clarify how cyclist and pedestrian safety and amenity may be affected by HGVs and abnormal loads, in addition to increased car use. In response to ExQ1 (1.14.14-1.14.16 and 1.14.19 [PD-009]), the Applicant stated that pedestrian and cyclist flows are low on the minor roads that would be used for construction traffic. Further, due to the infrequent nature of deliveries, and the management that would be in place, as secured through the oCTMP, the effects on pedestrian and cyclist safety would be minor and temporary [REP3-038].
- 3.6.20. The Applicant confirmed that no PRow would be affected by construction relating to WB1, WB2 and WB3, though some would be affected during the construction of the CRC. This would be managed by the PRowMP [REP5-018], which sets out that there would be some instances where certain sections of the PRow would need to be closed to users for a short period. However, PRow would remain open, and managed, during the daytime period where practicable [REP3-038].
- 3.6.21. The recreation effects of the Proposed Development on PRow, and long-distance recreational routes where adverse cumulative impacts were identified are addressed in Section 3.13 of this Report.
- 3.6.22. The British Horse Society set out various concerns in their RR [RR-331] including use of the highways and PRow within the Order Limits for horse riders. They noted that access and delay impacts had been amended to include cyclists but not equestrians and questioned why this group had been excluded. They also referred to the potential for fear and intimidation from traffic during the construction period. In response, the Applicant prepared supporting updates to consider horse riders in more detail. ES Addendum Chapter 14 Transport and Access [REP1-074] set out that no significant effects were reported for horse riding relating to delay, fear and intimidation.
- 3.6.23. The assessment of road safety is based on accident data for the most recent five-year period up to and including 2021. Matters raised at ExQ1 1.14.9 include whether this is considered to be up to date and representative, noting the possible impacts in terms of the traffic movements associated with the Covid19 pandemic [PD-009]. The Applicant confirmed that it is standard practice to review personal injury collision data over the most recent five-year period. Data for 2022 and 2023 was not available at the time of writing so 2016-2021 data was used [REP3-038].

ExA's Reasoning: Safety effects on non-motorised road and PRow users

- 3.6.24. The ExA has found that the safety of pedestrians, cyclists and horse riders during all phases of the Proposed Development have been given adequate consideration. Works on long distance routes would take place in a single overnight period, limiting the effect on users [REP3-037]. Overall, it is considered that appropriate management provisions would be in place.

THE EFFECTS ON THE SURROUNDING ROAD NETWORK DURING CONSTRUCTION

- 3.6.25. In their RR, National Highways (NH) identified that construction traffic would be routed via the A46, A160, and A180 trunk roads and the M180 motorway [RR-232]. In response to RRs the Applicant noted that a SoCG was being negotiated with NH.

The signed SoCG confirms that the oCTMP measures are sufficient to address NH concerns regarding the Strategic Road Network (SRN) [\[REP1-064\]](#).

- 3.6.26. The effect of construction traffic was raised by various IPs who considered that it would result in an unsafe environment for road users [\[REP1A-003\]](#) [\[RR-001\]](#) [\[REP3-042\]](#). In their LIR, LCC [\[REP1A-002\]](#) expressed specific concerns regarding the access route proposed for WB1, which would use around 1.2km of the unclassified road south of the A1500. As this is a single track road around 3 metres in width with several sharp bends, it is considered unsuitable for HGV traffic. This route is proposed for abnormal loads, with temporary pass-by bays created on narrower sections of the highway [\[REP4-036\]](#).
- 3.6.27. In response to these concerns the Applicant provided additional information on passing locations, and swept path analysis for abnormal load vehicles to LCC for review. The Applicant also submitted indicative drawings on passing locations to the Examination in ES Appendix 14.1 [\[REP4-036\]](#). Change 1 of the Applicant's change application [\[AS-056\]](#) included an extension to the Order Limits along the highway from the WB1 site to the A1500 Tillbridge Lane, to the north of Broxholme. This would facilitate access during the construction phase. This additional detail, together with oCTMP measures, resulted in agreement that the routes identified for the delivery of abnormal loads would be acceptable.
- 3.6.28. In terms of the level of construction traffic, at ExQ1 1.12.4, clarification was sought on assumptions made. For construction workers the Applicant referred to the encouragement of car sharing and use of shuttle buses for the non-local workforce. The Applicant set out the worst-case assumptions for construction worker transport being that 50% of workers would use shuttle buses [\[REP3-038\]](#). The final details of the CWTP is provided as Appendix D to the oCTMP [\[REP7-005\]](#) which would be secured through Requirement 15 of the DCO. The CWTP contains management and measures to achieve certain travel objectives such as reducing single car occupancy, and knowledge of public transport.

ExA's Reasoning: Construction traffic effects on the surrounding road network

- 3.6.29. The SoCG with NH confirmed that measures set out in the oCTMP are appropriate to manage the effects of construction traffic on the SRN [\[REP1-064\]](#). The ExA also notes that SoCGs with LCC, WLDC and NCC and BDC confirm that all transport and access matters were agreed, including those relating to construction traffic access: [\[REP7-010\]](#) with LCC; [\[REP6-038\]](#) with NCC and BDC; [\[REP7-014\]](#) with WLDC.
- 3.6.30. The ExA is also satisfied, based on the evidence set out in ES Chapter 14 [\[APP-052\]](#) and supporting information, that the surrounding road network would not be adversely effected by construction traffic access.

CUMULATIVE EFFECTS WITH OTHER SOLAR FARM PROPOSALS AND OTHER DEVELOPMENTS IN THE LOCALITY

- 3.6.31. Concerns were raised regarding cumulative effects should two or more of the currently proposed NSIP scale projects be constructed concurrently. IPs and WLDC felt that there was insufficient detail to demonstrate how construction traffic would be co-ordinated and managed in such circumstances. Without a co-ordinated approach, the negative impact of construction traffic was considered to be unacceptable [\[REP1A-004\]](#) and [\[REP1A-022\]](#).

- 3.6.32. At ExQ2 2.14.4 the ExA asked the Applicant to update on progress for a Joint CTMP to which the oCTMP refers [PD-014]. The matter was also raised at ISH5. The Applicant responded that they were working with the Local Authorities to produce a framework for a Joint CTMP, to be used in the event that construction schedules overlapped [REP5-039]. There is a commitment to this in the oCTMP [REP7-005] and in the Joint Report on Interrelationships [REP6-015]. The latter refers to the role of this document in construction traffic management and control measures for those areas where vehicle routes overlap.
- 3.6.33. The ExA also queried the cumulative effects of construction traffic through ExQ2 2.14.5 [PD-014]. Views were sought on whether a prolonged period of construction traffic would adversely affect the highway network and surrounding area. The Applicant responded that the TA [REP4-036] identified the routes to the Proposed Development. The cumulative effects of WBSP with Cottam, Gate Burton and Tillbridge are considered in ES Chapter 14 [APP-052]. The ES Addendum: Cumulative Effects [REP5-015] also considers other proposed developments which were at less advanced stages of preparation.
- 3.6.34. The only roads that form part of the construction routes for the Proposed Development that would also be used by other schemes are:
- the A15 (Cottam, Tillbridge and Stow Park);
 - the A1500 (Cottam 1 south, part of Gate Burton and Stow Park) and
 - the A57 (a proportion of Gate Burton).
- 3.6.35. The Applicant confirmed that any cumulative effects in this regard would not be significant as these are all A-Roads designed to accommodate higher traffic flows, including HGVs [REP5-039].

ExA's Reasoning: Cumulative impacts

- 3.6.36. The ExA is satisfied that, should more than one of the NSIP scale proposals progress concurrently, traffic movements during construction phases would be spread across the highway network. The proposed Joint CTMP would also give greater assurance that cumulative impacts would be managed.

CONCLUSIONS

- 3.6.37. The ExA is satisfied that the traffic and transport assessment set out in the TA meets the relevant requirements of 2011 NPS EN-1. The residual effects of the Proposed Development in terms of traffic generation and highway safety, when considered both alone and cumulatively with other developments, would be unlikely to be significant.
- 3.6.38. Based on the evidence presented to the Examination, the construction phase of the Proposed Development would not have an adverse effect on non-motorised local road and PRoW users.
- 3.6.39. More specifically, the control and management measures set out in the dDCO would be sufficient to mitigate the adverse effects of the Proposed Development to an acceptable level. In this regard the relevant measures within the DCO would include:
- Requirement 5 (detailed design approval);
 - Requirement 15 (construction traffic management plan);
 - Requirement 18 (public rights of way); and

- Requirement 21 (decommissioning and restoration).

3.6.40. Overall, the ExA is satisfied that the Proposed Development would meet the relevant requirements of 2011 NPS EN-1, 2024 NPS EN-1 and 2024 NPS EN-3. The Proposed Development also accords with the NPPF and development plan policy. The matters addressed relating to transport and access including safety, construction traffic and cumulative considerations are therefore afforded neutral weight in the planning balance.

3.7. AGRICULTURE AND SOILS

INTRODUCTION

3.7.1. The main issues in the Examination related to the following:

- Agricultural land resource, the use of best and most versatile (BMV) land, and food security;
- Soil resource and the adequacy of the Agricultural Land Classification (ALC); and,
- The impact on farming circumstances and agricultural employment.

POLICY CONSIDERATIONS

3.7.2. Paragraph 5.10.8 of 2011 NPS EN-1 requires applicants to minimise impacts on BMV agricultural land. BMV land is defined as land in grades 1, 2 and 3a of the ALC. Applicants should use land in areas of poorer quality, which is defined as Grade 3b, 4 and 5, except where this would be inconsistent with other sustainability considerations. Little weight should be given to the loss of poorer quality agricultural land, except where agricultural practice contributes to the quality and character of the environment or the local economy.

3.7.3. 2024 NPS EN-1 similarly expects applicants to minimise impacts on BMV agricultural land. As with 2011 NPS EN-1, 2024 NPS EN-1 requires that applicants should use land in areas of poorer quality and should not site schemes on BMV agricultural land without justification. Paragraph 5.11.13 states that applicants should seek to minimise impacts on soil health and protect and improve soil quality. The preparation and implementation of a Soil Management Plan (SMP) is encouraged.

3.7.4. 2024 NPS EN-3 refers specifically to solar generation and advises that government seeks large scale ground-mounted solar development mainly on brownfield, industrial and low and medium grade agricultural land. It recognises that solar and farming can be complementary, and that solar is a highly flexible technology and can be deployed on a wide variety of land types. Although poorer quality land should be preferred to higher quality, and BMV land avoided where possible, paragraph 2.10.30 confirms that development is not prohibited on BMV land. However, the impacts of siting on BMV land are expected to be considered against matters discussed in Paragraphs 2.10.73–92 and 2.10.107–2.10.126. Paragraph 2.10.33 sets out that the ALC is the only approved system for grading agricultural quality in England and Wales.

3.7.5. 2024 NPS EN-3 and 2024 NPS EN-5 both consider mitigation. Paragraph 2.10.145 of 2024 NPS EN-3 requires that the applicant provides appropriate mitigation measures to minimise impacts on soils or soil resources. The identification of soil

types to inform soil management in the construction, operational and decommissioning phases in line with the Defra Construction Code of Practice for the Sustainable Use of Soils on Construction Sites is required. Mitigation of the detrimental effects of undergrounding works on agricultural land is a consideration set out in 2024 NPS EN-5. Paragraph 2.9.25 requires appropriate handling of soil, backfilling, and return of the land to the baseline ALC.

- 3.7.6. Similar policy considerations are set out in the NPPF. Paragraph 180 recognises the intrinsic character and beauty of the countryside, and the wider benefits from natural capital and ecosystem services – including the economic and other benefits of BMV agricultural land. Footnote 62 of the NPPF sets out that where significant development of agricultural land is demonstrated to be necessary, areas of poorer quality land should be preferred to those of a higher quality. It states that the availability of agricultural land used for food production should be considered when deciding what sites are most appropriate for development.
- 3.7.7. The PPG: Renewable and Low Carbon Energy identifies a number of specific factors in relation to large scale ground-mounted solar photovoltaic farms including the preference for previously developed and non-agricultural land, or poorer quality land where it has been shown to be necessary.
- 3.7.8. The Written Ministerial Statement dated 25 March 2015 (2015 WMS) is also an important and relevant matter. It makes clear that where solar energy proposals involve the loss of BMV land, they need to be justified by the most compelling evidence.
- 3.7.9. The LIRs submitted by LCC [\[REP1A-002\]](#) and WLDC [\[REP1A-006\]](#) refer to the policies of the CLLP. These are listed in Table A-5 at Annex A. Of specific relevance is Policy S67 which states that proposals should protect the BMV agricultural land. Policy S14 includes BMV considerations for solar based energy proposals. It also sets out requirements for decommissioning and the effective restoration of the land. The Policy DM10 of the Bassetlaw Core Strategy refers to BMV land. Proposals for renewable and low carbon energy infrastructure will need to demonstrate that they will not lead to the loss of or damage to high-grade agricultural land.

THE APPLICANT'S APPROACH

Introduction

- 3.7.10. ES Chapter 19: Soils and Agriculture [\[APP-057\]](#) sets out the Applicant's consideration of the effects of the Proposed Development on agriculture and soils. Additional supporting information is provided in the following appendices and reference documents:
- Appendix 19.1 Agricultural Land Quality, Soil Resources, Farming Circumstances report [\[APP-137\]](#);
 - Appendix 19.2 Outline Soil Management Plan (oSMP) [\[REP3-016\]](#);
 - Figures 19.1, 19.2 and 19.3 showing the Agricultural Land Classification Grade Distribution for WB1, WB2 and WB3 [\[APP-303, APP-304, APP-305\]](#);
 - Figure 19.4 Farm Business Occupancy [\[APP-306\]](#); and
 - Figure 19.5 Predictive BMV Land Assessment [\[APP-307\]](#).
- 3.7.11. ES Chapter 19 [\[APP-057\]](#) sets out three key issues of relevance to agricultural land and soils:

- The effects on agricultural land as a resource;
- The effects on the soil resource; and
- The effects on farm businesses currently in operation, and any effects on the management of surrounding agricultural land.

3.7.12. The Agricultural Land Quality, Resources and Farming Circumstances report [[APP-137](#)] provides descriptions of the ALC, soil resource and the farming businesses.

Baseline: agricultural land and soil resources

3.7.13. The detailed ALC survey of the agricultural soil survey area found agricultural land in Grades 1, 2, 3a and 3b. No area of land was found at the detailed scale that could be mapped out as Grades 4 or 5. The ALC distribution is shown on ES Figures 19.1 to 19.3 ALC Grade Distribution [[APP-303](#), [APP-304](#), [APP-305](#)].

3.7.14. The soil resource within the proposed array sites is predominantly heavy textured (high clay content) topsoil and subsoil. Most land within the proposed sites is under conventional arable management.

3.7.15. Grade 3b land covers the majority of the WB1, WB2 and WB3 at 557.0 ha, or 73.5%. Typically this has a heavy textured, high clay content, topsoil that is vulnerable to structural degradation. Clay subsoil impedes drainage of excess water through the soil profile resulting in seasonal water logging. The opportunities for cultivation and carrying livestock are limited due to the risk of soil degradation.

3.7.16. Grade 3a land is the next most abundant classification at 172.4ha (22.8%) and broadly similar to Grade 3b land with lower clay content. The topsoil has greater resilience to structural degradation than the heavy textured topsoil of the Grade 3b land. The soil wetness and workability limitation restricts this 172.4ha of land to Grade 3a.

3.7.17. Grade 1 (17.6ha, 2.3%) and Grade 2 (9.5ha, 1.3%) account for a combined 3.6% of land classification. There is no Grade 1 or Grade 2 land in WB1. A pocket of Grade 2 land is found in WB2 and two fields of Grades 1 and 2 land are present in the south of WB3. These are within the area of the former deer park associated with the Stow Park SAM.

3.7.18. The ALC grade distribution is reproduced in Figures 16 to 18 below [[APP-303](#), [APP-304](#), [APP-305](#)].

Figure 16: West Burton 1 ALC Grade Distribution²⁰

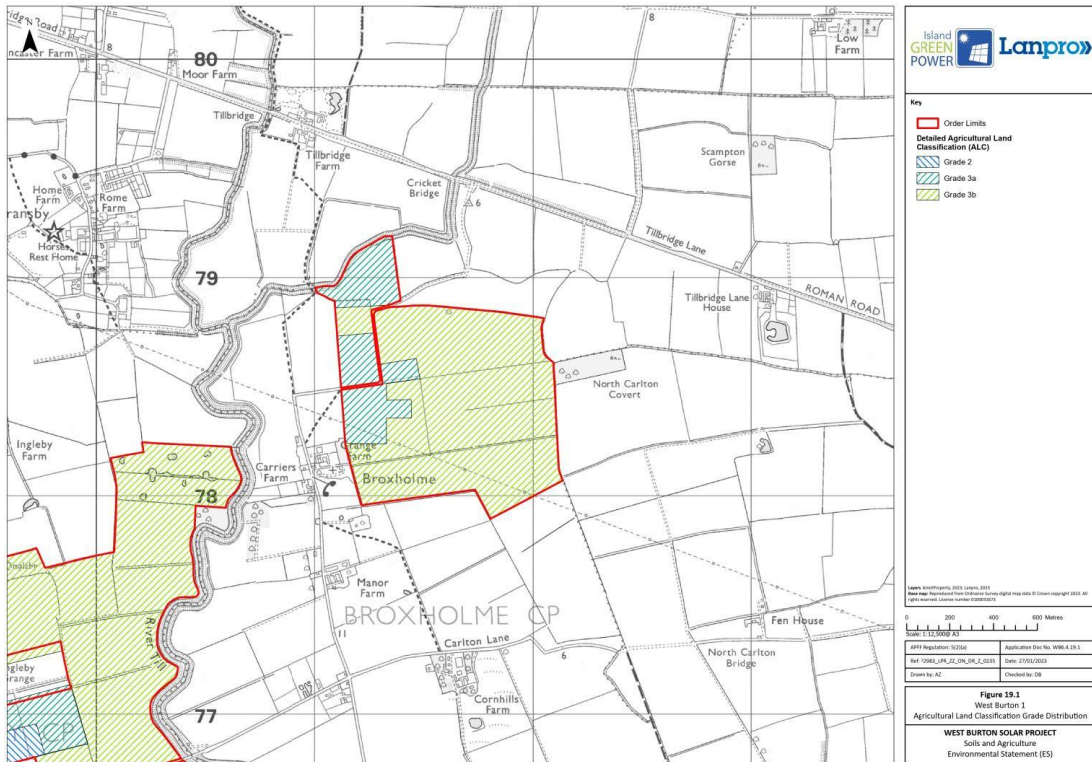
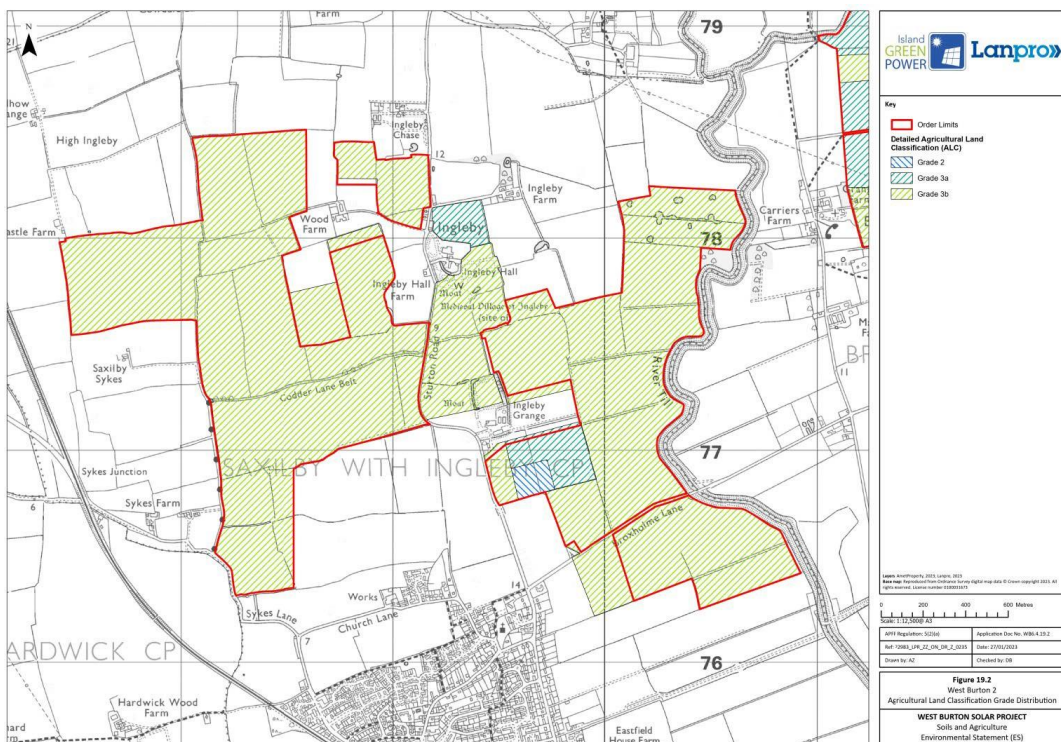


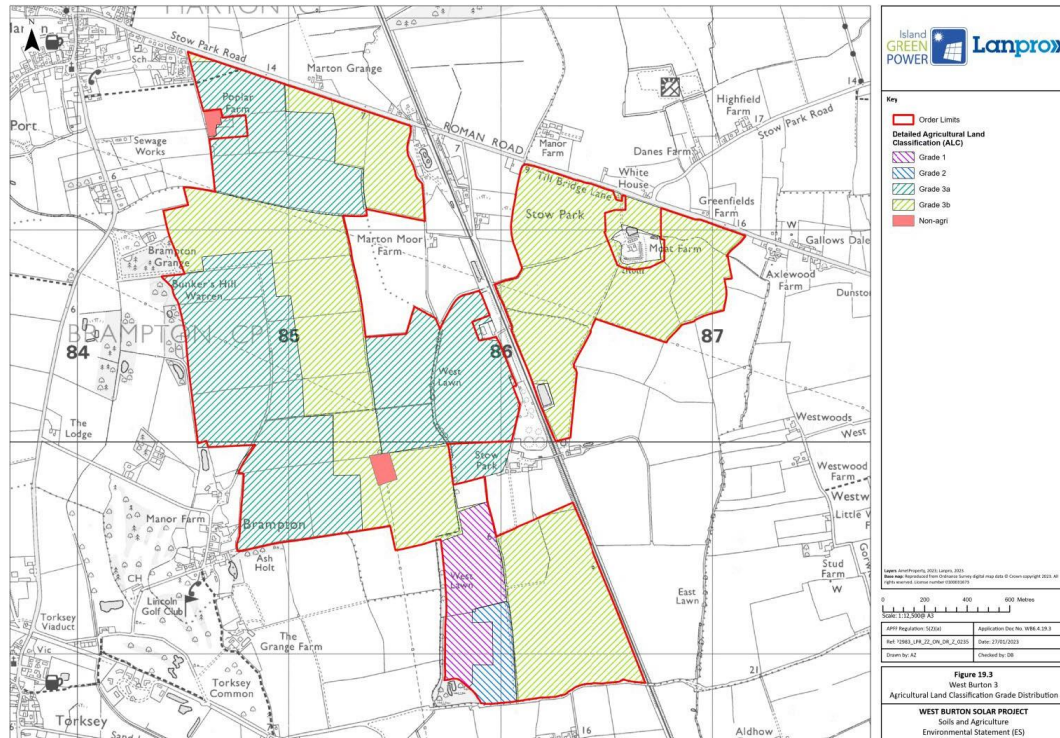
Figure 17: West Burton 2 ALC Grade Distribution²¹



²⁰ Source: ES Figure 19.1 West Burton 1 ALC Grade Distribution [APP-303]

²¹ Source: ES Figure 19.2 West Burton 2 ALC Grade Distribution [APP-304]

Figure 18: West Burton 3 ALC Grade Distribution²²



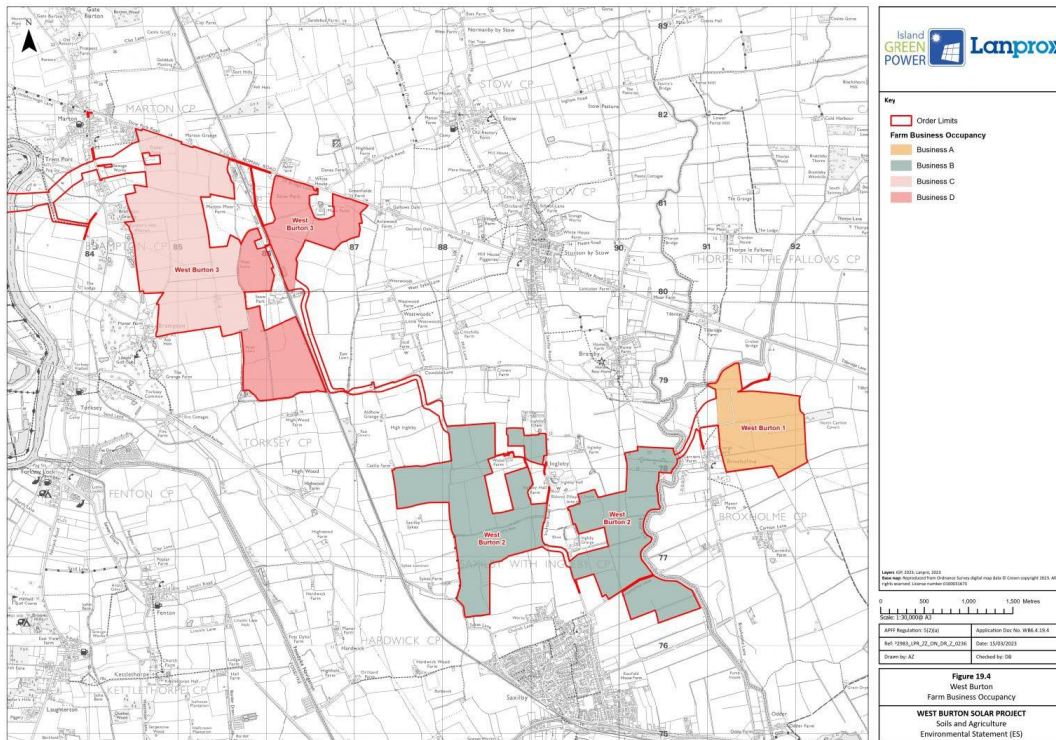
- 3.7.19. Tables 5.6 to 5.9 of ES Chapter 5 [APP-043] provide some justification for the use of BMV land. In some instances, for example, it is suggested that BMV land would be impractical to farm on its own due to its small size. Where this is the case, BMV land has been retained within the Proposed Development. Where BMV land formed the whole or majority of fields that could continue to be viably farmed, it was removed.
- 3.7.20. An ALC assessment was not undertaken for the CRC. ES Chapter 19 [APP-057] explains that this was because of the proposal to bury the cable. It concluded that interruption of agricultural use would therefore be limited to the period of cable laying during construction, but the use of BMV land would not be inhibited during the operational phase.

Baseline: farm businesses

- 3.7.21. ES Figure 19.4 [APP-306] shows farm business occupancy. Four farming businesses A to D own and occupy land. Baseline information was gathered through interviews with the farmers or land agents. The current use of land is predominantly arable. Some farms grow a wider variety of crops on land nearby but consider the heavy land within the Order Limits to be unsuitable for their late harvest or root and tuber crops. These farms are as shown in Figure 19 below.

²² Source: ES Figure 19.3 West Burton 3 ALC Grade Distribution [APP-305]

Figure 19: Farm Business Occupancy²³



3.7.22. Employment is a mix of full-time positions (some being the owners), contractors and seasonal staff. A number of farming businesses occupy land beyond the array sites, including land in a separate solar DCO application. One farm business had been a dairy unit but terminated this in 2018 due to approaching retirement. ES Chapter 18 [APP-056] sets out that there would be a long-term loss of 13 FTE agricultural sector jobs as a result of the loss of all employment in WB1, WB2 and WB3 (Paragraph 18.7.15).

Mitigation

3.7.23. The Applicant considers that the extent and area of land has been adapted to reduce the extent of BMV land where possible. Table 5.5 of ES Chapter 5 [APP-043] confirms that the avoidance of BMV land was a design parameter. Tables 5.6 to 5.9 set out the stages of design evolution through to Stage 4 up to DCO submission. At Stage 4 the West Burton 4 array was removed from the Proposed Development reducing the amount of BMV land from 42.3% to 26.24%.

3.7.24. Embedded mitigation is also provided through the Soil Management Plan (SMP) which would be secured through the DCO. The outline SMP (oSMP) is Appendix 19.2 to the ES [REP3-016]. The aim of the oSMP is preservation of the soil resource and avoiding the loss of soil material and soil functional capacity. Measures included through all phases include using the appropriate selection of plant, and safe removal of all below ground features at decommissioning.

Residual effects

²³ Source: ES Figure 19.4 Farm Business Occupancy [APP-306]

- 3.7.25. Table 19.11 of ES Chapter 19 [APP-057] summarises all potential and residual effects. There would be no significant adverse effects to agriculture and soils arising from the Proposed Development. During the operational phase, the ES reports significant beneficial effects for the soil resource as soil health improves under extended fallow. A moderate beneficial significant effect is also reported for the farming circumstances due to new diversified enterprise.
- 3.7.26. The reported level of effects take account of embedded mitigation through the oSMP's general principles of avoiding soil structure damage [REP3-016]. Beyond this, no additional mitigation is proposed.

Cumulative effects

- 3.7.27. ES Chapter 19 [APP-057] considers the cumulative effects with six other proposed solar developments. The cumulative effects assessment includes two proposals where planning applications had not been submitted at the time the application was submitted.
- 3.7.28. To assess the cumulative impact on agricultural land resource, the ALC surveys for submitted applications along with the regional Predictive BMV plan have been used. The regional plan shows the likelihood of BMV land, mapped against the proposed solar developments (ES Figure 19.5 Predictive Best and Most Versatile Land Assessment [APP-307]). The Applicant considers that this provides the best published reference to assess likely cumulative impact on the agricultural land resource.
- 3.7.29. No meaningful data was available for the proposals that were pre-planning in terms of cumulative impact on soil resources and farming circumstances. Those for which data was available reported no significant effects.
- 3.7.30. The Applicant states that all six cumulative effect sites would be decommissioned, with no loss of agricultural land. The residual effect of each of these six sites on the agricultural land resource, both individually and cumulatively, is therefore predicted to be not significant.

ISSUES CONSIDERED DURING THE EXAMINATION

AGRICULTURAL LAND RESOURCE AND FOOD SECURITY

Loss of Agricultural Land Resource

- 3.7.31. IPs raised concerns relating to the loss of agricultural land. WLDC's WR highlighted the local community's strong connection with the agricultural culture of the area and disputed that the impacts would be temporary and reversible [REP1A-004]. LCC also concluded that as a project of this scale would tie up land for up to 60 years, there would be "*some impact*". The area of the Proposed Development is large locally so the quantities of BMV would be important, even allowing for the proportion of the site that is not classed as BMV [REP1A-002].
- 3.7.32. In response to ExQ1 1.12.17, LCC stated that the removal of agricultural land for a period of 60 years could not be classed as temporary. It should be assessed as a permanent loss of agricultural land as that is how it would be experienced in reality [REP3-042].
- 3.7.33. The Applicant responded that, following decommissioning, the land would be returned to the landowners and the permitted use would be agricultural. The

Applicant has option agreements to lease the land and acknowledged that they are not able to guarantee the active cultivation of the land after decommissioning. The ExA notes this point, but also that there is no obligation on current landowners to maintain arable management. In response to ExQ1 1.2.18 the Applicant anticipated a return to active cultivation to be the likely outcome. This likely outcome is on the basis of the nature and location of the land, and that any further change of use would require a new planning consent [REP3-038]. The area would still comprise a series of independent parcels of land set within a predominantly agricultural landscape with agriculture as the permitted use of land. However, the reversion to agriculture cannot be certain given the long-term nature of the Proposed Development.

3.7.34. At DL6 and DL7 signed SoCGs with Host Authorities were submitted to the Examination. The SoCG with NCC and Bassetlaw District Council (BDC) notes all agriculture and soil matters as being agreed [REP6-038]. LCC maintained objections to the loss of agricultural production, both generally, and due to the permanent loss of production from medium quality agricultural land. LCC provided an estimate that more than 50% of the CRC would be BMV land [REP7-010].

3.7.35. The Applicant responded that LCC's concerns regarding loss of agricultural production are misplaced. They stated that agricultural land within the Order Limits could continue in agricultural use throughout the operational period though grazing livestock. However, such use is not required to maintain the status of agricultural land. Farmers are currently being offered Sustainable Farming Incentive (SFI) payments for turning fields over to wild bird seed mix or pollen and nectar mix with no livestock grazing or harvest of any food, fibre or energy crop [REP7-010].

Food Security

3.7.36. IPs including 7000 Acres [RR-001] [REP1A-017] and Sturton by Stow Parish Council (SSPC) [REP1A-031] raised the issue of food security at various points through the Examination. At OFH1, SSPC stated that they considered that the Proposed Development gave no thought to food security [REP1-078]. 7000 Acres stated that the nation's food security is a material planning consideration [REP3-049].

3.7.37. LCC also highlighted food security and considered that cumulative loss of agricultural land places pressure on the local and wider rural economy [REP7-010]. The Applicant had confirmed their view at OFH1 that the concerns raised regarding solar farm effects on food security and sustainability are misplaced [REP1-051].

3.7.38. ExQ1 1.2.9 [PD-009] asked the Applicant to confirm why they did not consider food security to be a material planning consideration. The Applicant responded that food security is not a policy consideration within the relevant NPSs. They concluded that the key policy tests in respect of solar farm impact upon agricultural land are found in 2011 NPS EN-1, paragraph 5.10.8, as well as 2024 EN-1, and 2024 NPS EN-3 [REP3-038].

3.7.39. The revised NPPF was published in December 2023, during the Examination. ExQ2 2.1.1 invited parties to comment on the implications of changes made to the consideration of the Proposed Development [PD-014]. LCC and WLDC considered that the NPPF recognised the value of agricultural land for food production, and as such it is a material planning consideration. It was LCC's view that footnote 62 provides an additional test when assessing the loss of any agricultural land that could be used for food production [REP5-042]. WLDC agreed that there needed to

be a positive commitment from the Applicant to consider food production on land. Measures to actively enable food production are required, rather than stating that land could be used for food production [REP5-047].

3.7.40. 7000 Acres considered the NPPF revision to be consistent with existing Government policy and that the Applicant has not taken account of the food production aspect. They considered the requirement to consider food production as part of this Examination to be unequivocal [REP5-051].

3.7.41. The Applicant's response re-stated that the Proposed Development would not result in food security impacts either alone or cumulatively. Footnote 62 of the NPPF should be read in the context of NPS EN-3 which recognises that solar farms may be located on agricultural land where necessary. The Applicant considers that the footnote had not altered the compliance with the NPPF as assessed [REP5-039]. This matter remained not agreed between WLDC and the Applicant [REP7-014].

ExA's reasoning: Agricultural land resource and food security

3.7.42. To conclude, the ExA considers that the loss of agricultural resource would be long-term, but not permanent. Agriculture could be maintained throughout the operational phase, although there is no guarantee of this. LCC's estimate that BMV would account for over 50% of the CRC is noted. However, as the Applicant observed, LCC has not provided an ALC survey of the CRC to refine this estimate [REP7-010]. The ExA accepts that cable trenching work would be short-term, and mitigation measures are secured in the oSMP [REP3-016].

3.7.43. The Proposed Development would be decommissioned within 60 years of the final commissioning date. Following this, it is currently intended that the land would revert to agricultural use. Whilst in this sense it would be time limited, the effects on the agricultural land resource would be long-term. The oSMP provides a commitment to the restoration of the land grades and includes decommissioning arrangements which cover all aspects of the Proposed Development. Because the agricultural land would lie fallow, arable farming would be possible following decommissioning. It is therefore reasonable to conclude that the long-term effects of the Proposed Development would not unduly affect agricultural land resource.

3.7.44. The ExA is satisfied that following decommissioning, the land is currently intended to revert to agricultural use. This would be possible due to the fallow period of inactivity, as well as the oSMP's measures to restore land grades. With specific reference to the CRC, the ExA is satisfied that in the event that the soil in the CRC were to be BMV land, measures would minimise degradation of soil. As such, the ExA considers that mitigation measures would be adequately secured in the oSMP [REP3-016].

3.7.45. The ExA agrees that the NPPF recognises the value of agricultural land for food production and there is therefore a link to food security. The ExA considers that whilst 2024 NPS EN-3 advice is that solar farms may be located on agricultural land, any long-term unavailability of land for food production should be considered and could weigh against a proposal.

3.7.46. The ExA shares IPs concerns regarding the length of time over which agricultural land would be taken out of production. The NPPF recognises and considers the value of agricultural land for food production as a material planning consideration. The ExA's view is that the Application does not fully mitigate the unavailability of

agricultural land over the cumulative long-term, contrary to Footnote 62 of the NPPF.

SOIL RESOURCE

Soil Resource and Management

- 3.7.47. LCC raised concerns that during the construction phase there would be significant damage to soil structure, particularly on heavy clay soils caused by vehicles. It set out the importance of agriculture and soils in Lincolnshire and that the high level of production is vital to the county's economy [REP7-023]. NE had concerns regarding the detail of the oSMP, and the restoration of the site to of former ALC grades [RR-233 REP1A-008].
- 3.7.48. ExQ1 1.2.5 asked the Applicant to set out how NE's specific requirements would be addressed, with ExQ1 1.2.7 seeking parties view on the effects on soils more generally [PD-009]. In response the Applicant confirmed that there was an agreement with NE that the Proposed Development should not result in any degradation in ALC land [REP3-038]. The oSMP [REP3-016] was updated to reflect this at DL3. An agreed programme of soil health monitoring would be undertaken throughout the operation of the proposed development to better understand the impact on soil health. NE confirmed that it was content with the revised oSMP [REP3-048] [REP5-023].
- 3.7.49. 7000 Acres referred to evidence from research conducted for the Welsh Government which concluded that installing large solar arrays on farmland resulted in rainwater runoff and further soil loss by erosion [REP3-049] [REP1A-016]. 7000 Acres suggested that the Applicant had not taken account of this recent research and had not addressed damage to the soil by compaction [REP7-025]. Regarding soil erosion and rainwater run-off, the Applicant provided a response a DL4 [REP4-066] that this is a misconception as surface water falls off in many locations on to fully vegetated ground beneath.
- 3.7.50. The ExA notes the Applicant's view that an extended fallow period would benefit soil health. The benefit arises from the reversion to pasture from arable land. This would deliver both soil health and wider environmental benefits. The ExA is satisfied that the implementation of measures within the oSMP would address soil management matters raised. The aim of the SMP is to allow the land to be restored to agricultural use following cessation of the operation of the Proposed Development, and there is no reason to believe that this could not be achieved [REP3-016].

The Agricultural Land Classification Survey

- 3.7.51. IPs including 7000 Acres, raised numerous concerns as to how the loss of agricultural land had been assessed. LCC commissioned a review of soils and submitted an ALC Survey (Appendix 2 of LIR). They highlighted that previous ALC surveys locally had indicated a mixture of mainly Grade 3a and 3b land, with some Grade 2 [REP1A-002].
- 3.7.52. In response, the Applicant confirmed that the ALC survey was in accordance with NE guidance [REP3-037] and that NE are the statutory consultee for matters concerning the BMV agricultural land. NE's WR submitted at DL1A stated that "Natural England are satisfied that the detailed ALC survey undertaken across the Order Limits is appropriate" [REP1A-008]. LCC also noted that NE accepted the Applicant's methodology [REP1A-002].

- 3.7.53. IPs identified a number of inconsistencies in the ALC survey. 7000 Acres highlighted a possibility that the amount of BMV land in the Order Limits was greater than had been reported [REP1A-011]. The Applicant responded that these perceived inconsistencies are due to the use of the climatic data for lowland arable land. They commented that all of the data needed to be assessed together. Blank cells in the data table were left where no such feature was present in that soil profile, and it does not mean that data is missing [REP3-035]. In response to ExQ1 1.2.15 [PD-009] the Applicant confirmed that no inconsistencies have been identified by 7000 acres [REP3-038].
- 3.7.54. The ExA considers that the ALC survey has followed NE guidance set out in Technical Information Note 049 Agricultural Land Classification: Protecting the Best and Most Versatile Agricultural Land. NE also concluded that the survey was satisfactory, although data presentation could have been clearer [RR-233 REP1A-008]. The final version of the SoCG with NE confirms that NE's view that the Proposed Development covers approximately 73.5% ALC Grade 3b land and the Applicant has therefore complied with the relevant parts of the NPS by minimising impacts on BMV land [REP5-023]. Regarding anomalies within the ALC, the ExA is satisfied that as the correct methodology has been applied, the ALC survey needs to be considered overall, rather than at individual sample sites.
- 3.7.55. Additionally, at ExQ1 1.2.14 [PD-009] the ExA sought clarification on the absence of an ALC survey for the CRC, asking parties for views on how the conclusion of limited impact had been reached given that the land had not been surveyed. The Applicant confirmed that the works in the CRC would be very narrow, reducing the extent of land directly affected, and therefore would have limited impact. The Applicant is confident that embedded mitigation would further minimise any impact. Further, paragraph 7.1.2 of the oSMP [REP3-016] explains that soil characteristics for a narrow corridor of a grid connection trench cannot always adequately identify variation. Once the detailed route of the CRC has been established, soil data would therefore be collected to inform the SMP [REP3-038].
- 3.7.56. The ExA also notes the requirements set out in the oSMP. The requirements at 8.2 relate specifically to the CRC. Paragraph 4.1.1 confirms that soils data from specific sampling of soil within the proposed CRC should be undertaken as part of the final SMP. This would enable effective segregation of topsoil and subsoil horizons during excavation and infilling of the cable trench. This would be conducted post consent, due to the need for the detailed design to be confirmed in order for the land to be excavated. In this way, the appropriate survey would be conducted but would avoid the need to survey the whole corridor. This obligation in the oSMP would be secured by Requirement 19 of the dDCO.

ExA's reasoning: Soil resource and ALC

- 3.7.57. The ExA considers the Applicant's ALC survey is acceptable and sufficiently informative from which to draw conclusions. The ALC survey follows NE's guidance. It provides the classification of land required in order to understand and assess the impacts of the Proposed Development, including the amount of BMV.
- 3.7.58. Although the CRC has not yet been surveyed, the oSMP would ensure the appropriate management of the soil resource in this area [REP3-016]. Specific measures relating to the CRC include soil survey and investigation prior to construction, so that it would be preserved as far as possible. In a worst-case-scenario event that the soil in the CRC were to be BMV land, the measures would

minimise degradation of handled and trafficked soil. As such, the ExA considers that mitigation measures would be adequately secured in the oSMP [REP3-016].

- 3.7.59. NE confirmed that it was content with the revised oSMP [REP3-048] and that the proportion of BMV land across the Order Limits that would be occupied by infrastructure would be low. In conclusion, the ExA is satisfied that the soil resource would be adequately mitigated.

THE IMPACT ON FARMING CIRCUMSTANCES AND AGRICULTURAL EMPLOYMENT

Farming Circumstances and agricultural employment

- 3.7.60. IPs raised numerous concerns relating to farming circumstances. 7000 Acres' RR [RR-001] stated that the Proposed Development would destroy agricultural jobs and livelihoods. Farming is considered a way of life that has sustained families for generations [REP1A-024]. At OFH1 [EV-012 and EV-014] and OFH2 [EV-034] various submissions relating to farming circumstances were heard by the ExA, including from a fourth generation family farm representative [REP1-102].
- 3.7.61. LCC considered that the impacts on four farming businesses specifically assessed in ES Chapter 19 [APP-057] and ES Appendix 19.1 [APP-137] would be significant for each in different ways [REP1A-002]. WLDC submitted that the impact on the wider agricultural sector supply chain had not been accurately considered, either for the Proposed Development or cumulatively, over the operational period. They considered that there is no certainty that jobs would simply return when the land use is restored, by which time WLDC consider that the sector would have been materially harmed [REP7-024].
- 3.7.62. ES Chapter 18 Socio Economics Tourism and Recreation refers to the long-term loss of 13 FTE agricultural sector jobs as a result of the loss of all employment in WB1, WB2 and WB3. Cumulatively, the losses to the agricultural sector identified a total of 38 FTE agricultural jobs lost [APP-056]. The Applicant considered these figures to be deliberately conservative in order to demonstrate that a worst-case scenario has been assessed [REP5-039]. The mix of adverse and beneficial effects on socio-economic matters are addressed in Section 3.13 of this Report.
- 3.7.63. The beneficial effect on the farm businesses identified in ES Chapter 19 [APP-057] is also a consideration. ExQ1 1.2.6 queried the moderate beneficial significant effect reported for diversification of enterprise [PD-009]. The Applicant explained that this would be because of the new diversified enterprise that each farm business would obtain, and income from land rental. Whilst sheep grazing offers a potential additional enterprise, it would not change the moderate beneficial effect were it not to occur. The moderate beneficial effect is entirely due to the farm business income from the Proposed Development [REP3-038].
- 3.7.64. ExQ1 1.2.8 also queried the Applicant's use of superseded national guidance to support the assessment of farming circumstances [PD-009]. The Applicant responded that PPG7 guidance has been superseded by Institute of Environmental Management (IEMA) guidance but that this is not national planning policy [REP3-038]. In the absence of other guidance, the Applicant confirmed that it has been common practice to continue to use Annex B of PPG7.

ExA's reasoning: the impact on farming circumstances and agricultural employment

- 3.7.65. Whilst there would be a loss of agricultural jobs individually and cumulatively the loss would be low in impact. There would be consequential impacts on suppliers and the agri-food sector. However, detailed mitigation measures would be secured to minimise these, for example within the Outline Skills Supply Chain and Employment Plan (oSSCEP) [\[REP6-027\]](#). Adverse and beneficial effects on socio-economic matters are addressed in Section 3.13 of this Report.
- 3.7.66. The ExA also considers that there would be a beneficial effect on employment and the local and wider economy, and that a moderate beneficial significant effect through the diversification of farming enterprise is likely. Overall farm businesses are unlikely to be adversely impacted.

CONCLUSIONS

- 3.7.67. Government seeks to discourage the siting of solar farms on BMV agricultural land. In this case the amount of BMV land required as a proportion of the Order Limits would be modest, and the ExA accepts that the Applicant has sought to minimise the impact on BMV land, including through the design evolution alterations.
- 3.7.68. Whilst effects on the soil resource would be managed by the SMP and in many respects the effects of the Proposed Development would be reversible, the extent to which the quality of land resource itself would improve is not clear. It remains that a large area of agricultural land would be removed from arable food production for a long-term period. The long-term unavailability of this land for continued arable use would be contrary to the provisions of Footnote 62 of the NPPF.
- 3.7.69. The ALC survey follows NE's guidance. It provides the classification of land required in order to understand and assess the impacts of the Proposed Development, including the amount of BMV. The ExA therefore considers the ALC survey to provide sufficient information for an assessment to be made.
- 3.7.70. Whilst the ALC survey does not cover the CRC, any loss of agricultural land here would be over a relatively modest area and for a short duration. Further, the oSMP would ensure the management of the soil in this area. Specific measures relating to the CRC include soil survey and investigation prior to construction, so that it would be preserved as far as possible. In a worst-case-scenario event that the soil in the CRC were to be BMV land, measures would minimise degradation of handled and trafficked soil. As such, the ExA considers that mitigation measures would be adequately secured in the oSMP [\[REP3-016\]](#).
- 3.7.71. The Proposed Development would be decommissioned within 60 years of the final commissioning date. Following decommissioning, the land would revert to agricultural use. Whilst in this sense it would be time limited, the effects on the agricultural land resource would be long term. The oSMP provides a commitment to the restoration of the land grades and includes decommissioning arrangements which cover all aspects of the Proposed Development. Because the agricultural land would lie fallow, arable farming would be possible following decommissioning.
- 3.7.72. On the basis of the direct and cumulative agricultural job losses, and the identified benefits, the ExA considers that farming businesses would be unlikely to be unacceptably impacted by the Proposed Development.
- 3.7.73. In general terms the Proposed Development would accord with the requirements of the 2011 NPSs, the 2024 NPSs, the PPG, the 2015 WMS, and development plan policy in terms of seeking to minimise and justify the use of BMV land. Nonetheless,

on the basis of a long-term loss to agricultural production, the ExA affords the effects on soils and agriculture a little negative weight.

3.8. SAFETY AND MAJOR INCIDENTS

INTRODUCTION

3.8.1. The main issues in the Examination related to the following:

- Battery Energy Storage Systems (BESS) safety;
- Major accident hazard sites;
- Glint and glare from solar panels; and,
- Cumulative effects.

3.8.2. This Section covers the how potential for adverse effects in terms of safety and major incidents have been considered and would be managed in the Proposed Development. Other major incident risk matters are considered elsewhere: flooding (Section 3.11), air quality (Section 3.9) and road accidents (Section 3.6).

POLICY CONSIDERATIONS

3.8.3. The 2011 NPS and 2024 NPSs are silent on the safety issues arising specifically from BESS, through other safety matters are set out, and other policy provisions are important and relevant.

3.8.4. Paragraph 5.4.2 of 2011 NPS EN-1 2011 sets out that “*it is essential that the safety of UK aerodromes, aircraft and airspace is not adversely affected by new energy infrastructure*”. Similarly, paragraph 5.5.4 of 2024 NPS EN-1 sets out that “*it is essential that new energy infrastructure is developed collaboratively alongside aerodromes, aircraft, air systems and airspace so that safety, operations and capabilities are not adversely affected by new energy infrastructure*”. Both note that whilst commercial civil aviation is largely confined to designated corridors of controlled airspace and set approaches to airports, other aircraft often fly outside of ‘controlled air space’.

3.8.5. Paragraph 2.10.158 of 2024 NPS EN-3 notes that, whilst solar PV panels are designed to absorb, not reflect, irradiation, the SoS should assess the potential impact of glint and glare on nearby homes, motorists, public rights of way, and aviation infrastructure (including aircraft departure and arrival flight paths). Paragraph 2.10.159 notes that, as there is no evidence that glint and glare from solar farms results in significant impairment on aircraft safety, unless a significant impairment can be demonstrated, the SoS is unlikely to give any more than limited weight to claims of aviation interference because of glint and glare from solar farms.

3.8.6. Paragraph 5.15.4 of 2024 NPS EN-3 sets out that all large infrastructure projects are likely to generate some hazardous and non-hazardous waste and that the EA’s permitting regime incorporates operational waste management requirements for certain activities.

3.8.7. Policy S14 of the CLLP supports renewable energy development where the direct, indirect, individual and cumulative impacts are acceptable, including specific tests relating to impacts on highway safety and railway safety and on aviation and defence navigation system/communications.

- 3.8.8. Policy S16 of the CLLP advises where planning permission is needed from a Central Lincolnshire authority, support will be given to proposals which are necessary for, or form part of, the transition to a net zero carbon sub-region, which could include: energy storage facilities (such as battery storage or thermal storage); and upgraded or new electricity facilities (such as transmission facilities, substations or other electricity infrastructure). The policy goes on to state, any such proposals should take all reasonable opportunities to mitigate any harm arising from such proposals, and take care to select not only appropriate locations for such facilities, but also design solutions (see Policy S53) which minimises harm arising.
- 3.8.9. Regulation 5 of the EIA Regulations requires the significant effects of a Proposed Development to be identified, described and assessed. Where relevant, this includes the expected significant effects arising from the vulnerability of the proposed development to major accidents or disasters that are relevant to that development.
- 3.8.10. The NPPF refers, at paragraph 101, to the fact that: “*Planning policies and decisions should promote public safety and take into account wider security and defence requirements by: (a) anticipating and addressing possible malicious threats and natural hazards... This includes appropriate and proportionate steps that can be taken to reduce vulnerability, increase resilience and ensure public safety and security*”.
- 3.8.11. The PPG relating to renewable and low carbon energy encourages applicants and local planning authorities to consult with their local fire and rescue service on matters relating to the siting and location of battery storage systems and potential mitigations which could be put into place in the event of an incident.

THE APPLICANT’S CASE

Introduction

- 3.8.12. ES Chapter 21: Other Environmental Matters [\[APP-059\]](#) addresses major incidents and disasters in section 21.6. In doing so it sets out that a range of factors are relevant to such an assessment, with signposting to other relevant chapters of the ES. A series of potential major incidents or disaster types were shortlisted for further consideration in relation to flooding, fire and explosions, road accidents, rail accidents, aviation incidents, damaged or severed utilities, mining/ unstable ground conditions and vegetation pests and diseases.
- 3.8.13. As noted above, the Applicant’s approach to matters relating to flooding, road safety and air quality are addressed elsewhere in this Report. The Applicant’s assessment of risks associated with the matters referred to above concludes that, with the exception of fire and explosions, there would be no significant impacts. As risks associated with matters including unconfined explosions and other types of fires, including electrical fires, are not considered to be significant, the assessment then focuses on fire risk impacts associated with BESS.
- 3.8.14. As described in [Chapter 2](#), the BESS associated with the Proposed Development would provide grid balancing services to the electricity grid. It would do this by allowing excess electricity generated from the PV Panels to be stored in batteries and dispatched when required. The batteries would be housed within the ‘BESS Containers’ and located within WB3, with the Energy Storage Illustrative Layout shown at Figure 4.4 [\[APP-145\]](#) and described further in ES Chapter 4 Scheme Description (section 4.5) [\[APP-042\]](#).

- 3.8.15. The exact technology and system chemistry type would be determined at detailed design stage, but the Applicant states that it would be a lithium-ion battery cell type. Specifically, it is suggested that this represents a reasonable worst case for the purposes of the assessment in terms of BESS toxic gas emission potential (in terms of hydrogen fluoride production) and explosion risk (in terms of the significant levels of hydrogen produced during thermal runaway).
- 3.8.16. The assessment in ES Chapter 21 [\[APP-059\]](#) sets out that the risk of fire from the BESS during construction and decommissioning would be negligible due to the containerised construction of the storage units which would reduce the risk of damage to battery cells which may cause fires. During operation, the risk of battery fires would be greater as a result of the electrical loading on the battery cells. Noting the embedded mitigation, with fire suppression embedded into the design of the BESS containers and the compound they would be located in, the Applicant assesses this as having a no more than minor negative impact on site safety. On site safety during the operational lifetime of the Proposed Development a result of battery fires is moderate-minor adverse and therefore not significant.

Mitigation

- 3.8.17. In terms of mitigation, the Outline Battery Storage Safety Management Plan (oBSSMP) [\[REP6-019\]](#) sets out the key fire safety provisions that are considered likely to be included in the design of the proposed BESS facilities. This would include the use of fire limiting equipment, such as selection of transformer oils with low flammability and the fire resistance of the BESS enclosures; designing the BESS facility with multiple layers of protection to minimise the chances of a fire or thermal runaway event; integrated fire and explosion protection systems, including a site-specific Emergency Response Plan; and ongoing engagement with the local fire and rescue services across design and construction phases.
- 3.8.18. Prior to the commencement of the construction of the BESS, Requirement 6 of Schedule 2 of the dDCO requires that a Battery Storage Safety Management Plan (BSSMP) be prepared which must be in accordance with the oBSSMP. Noting that guidance continues to develop, in producing that BSSMP the Applicant would take into account the latest good practices for battery fire detection and prevention. Requirement 6(3) of Schedule 2 of the DCO states that the relevant planning authority must consult with WLDC, Lincolnshire Fire and Rescue (LFR), Nottingham Fire and Rescue (NFR) and the EA before the approval of the BSSMP.
- 3.8.19. Considerations relating to glint and glare are set out specifically in ES Chapter 16 [\[APP-054\]](#). This looks at effects on residential amenity, road users, train drivers and aviation activity. PRow have not been included within the assessment because they are receptors with “low” sensitivity, meaning the receptor is tolerant to change without detrimental effect, and is of low or local importance.

Residual and Cumulative effects

- 3.8.20. The assessment identifies moderate adverse effects upon a small number of nearby receptors is predicted without mitigation in place. Mitigation in the form of vegetation and opaque fencing (where instant screening is required) is proposed, which would significantly reduce the visibility of the reflective area, reducing effects to minor/negligible. Cumulative glint and glare effects are predicted to have minor/negligible adverse impacts.

ISSUES CONSIDERED IN THE EXAMINATION

BESS SAFETY

- 3.8.21. Safety issues associated with BESS technology were raised by a number of IPs. The main concerns were around the fire risks associated with lithium-ion batteries, particularly in terms of fire risk where located close to residential areas. Reference was also made to concerns regarding the emission of toxic and flammable fumes. It was also suggested that emergency services may have difficulty accessing these sites in these isolated areas and may also not have access to necessary equipment or services to attempt fire-fighting activities.
- 3.8.22. Particular concerns were raised by 7000 Acres regarding the hazards associated with thermal runaways. The number of serious incidents associated with BESS worldwide were noted in their WR [\[REP1A-012\]](#) and again in response to the discussion at ISH3 [\[REP4-089\]](#). It was suggested that the oBSSMP does not identify and mitigate all the hazards associated with a BESS thermal runaway, noting the toxic emissions that would be released in such an event. The large volume of water that would be required to contain a BESS thermal runaway would need to be held on site is also noted. Reference is also made to the separation distance between battery containers not being adequate, and the fact that the field adjacent to the site is an area of flooding, which would potentially further increase toxic run-off risks and the need for critical event control.
- 3.8.23. In responding to the concerns raised by IPs in their RR and WR, the Applicant referred to the Environmental Statement - Appendix 17.4 BESS Fire Technical Note [\[APP-136\]](#), which assesses the potential impacts associated with a battery fire at the West Burton BESS Site. It sets out that the closest residential receptors would be located approximately 490m away from the BESS Site boundary. The assessment report concludes that there is low risk of adverse effects at the closest receptors. No evidence was submitted to the Examination to indicate a different conclusion.
- 3.8.24. With specific reference to identifying and mitigating the risks associated with thermal runaways, the Applicant explained at ISH3 [\[REP4-070\]](#) that battery safety and fire risk management is an evolving area in which the guidance continues to develop. In response to ExQ2, 2.12.2, the Applicant sets out that the oBSSMP has been updated to take into account the National Fire Chief Council (NFCC) guidelines, which were released in April 2023. It also takes into account the 2023 guidance from the National Fire Protection Agency. In doing so, the oBSSMP provides for safety audits at the detailed design stage which consider the lifecycle of the battery system from installation to decommissioning, integrated fire and explosion protection systems and a site-specific Emergency Response Plan. The final plan and operational BSSMP would be based on the appropriate regulations and guidelines in place at that time [\[REP5-039\]](#).
- 3.8.25. In addressing what would happen in the event of a fire, the Applicant again referred to the oBSSMP, and the fact that the design of the BESS would have integrated fire detection and suppression systems that would automatically operate to contain battery fire. Further, if fire were to spread to multiple units, external firefighting water facilities would be available by means of 228,000 litre water storage tanks within the battery compounds. The oBSSMP [\[REP6-019\]](#) was updated at DL3 to indicate that NFCC guidance would be used at the indicative design stage in order to determine the volume of external water supplies required for firefighting. This would be reviewed by LFR, and an independent Fire Protection Engineer would validate the final water supply requirements.

- 3.8.26. With regard to site access in an emergency event, the oBSSMP sets out that water storage tanks designed to be used for firefighting would be located at least 10m away from any BESS enclosure. They would be required to be clearly marked with appropriate signage. They would be easily accessible to fire and rescue service vehicles and their siting would be considered as part of a risk assessed approach that considers potential fire development/ impacts. Outlets and connections would be agreed with LFR.
- 3.8.27. With specific reference to the separation distance between battery containers, the revised oBSSMP [\[REP6-019\]](#) at paragraph 4.1.17 was updated to take into account NFCC guidance that a standard minimum spacing between units of 6m is suggested, unless suitable design features can be introduced to reduce that spacing. It refers to the fact that 6m exceeds the National Fire Protection Agency 855 (2023) guidelines of 3m, which is considered safe practice if sufficient UL 9540A testing and/or 3rd Party Fire and Explosion testing heat flux data has validated that closer spacing does not increase explosion risks or fire propagation risk.
- 3.8.28. The current concept design allows for 3m spacing and the Applicant would therefore provide sufficient testing information to the Council and LFR as part of the final BSSMP, or otherwise revert to the 6m spacing. Noting that the oBSSMP would be secured by Requirement 6 of Schedule 2, the provisions relating to the identification and mitigation of the risks associated with thermal runaways appear reasonable.
- 3.8.29. In terms of emissions, the Applicant explained at ISH3 [\[REP4-070\]](#) that an Air Quality Impact Assessment of the BESS [\[REP3-040\]](#) had been prepared as an ES addendum. The battery chemistry referenced in the oBSSMP [\[REP3-032\]](#), and the plume analysis referred to in the Air Quality Impact Assessment of the BESS, both refer to Lithium ferro-phosphate chemistry which produces more hydrogen in some thermal runaway circumstances. It was noted that this chemistry was selected for the assessment because of the larger volumes of Hydrogen Fluoride it could produce, so this was regarded as a reasonable worst-case scenario for explosion risk and toxic gas emissions. At the detailed design stage, battery system specific consequence modelling would be provided to demonstrate that respondents would not be exposed to emission levels that exceed levels identified in the BESS Fire Technical note [\[APP-136\]](#).
- 3.8.30. With reference to pollution concerns relating to the potential for toxic run-off, the oBSSMP [\[REP3-032\]](#) sets out as a safety objective the need to ensure that firewater run-off is contained and treated. The Applicant explained at ISH3 [\[REP4-070\]](#) that there are 3 or 4 different solutions which are capable of capturing firefighting water and either releasing it if there are no pollution concerns, or taking it offsite.
- 3.8.31. More specifically, Chapter 10 paragraph 10.8.12 of the ES [\[APP-048\]](#) sets out that, where practical, at detailed design stage the runoff from the battery storage area would be contained by local bunding. It would be attenuated within gravel subgrade of lined and permeable SuDS features prior to being passed to the local land drainage network. In the event of a fire a system of automatically self-actuating valves at the outfalls from the battery storage areas would be closed, isolating the battery storage areas drainage from the wider environment. The water contained by the valves would be tested and either treated and released or tankered off-site as necessary, in consultation with the relevant consultees at the time.

- 3.8.32. It is reasonable to anticipate that the approach to managing such situations would be explored further at the detailed design stage.
- 3.8.33. Finally, LCC confirmed in their response to ExQ2 2.12.3 that the approach to battery safety was satisfactory, on the basis that if consent is granted a detailed battery safety plan would be approved by LCC, which would be based on the available BESS technology at that time [REP5-042]. The ExA also notes that Protective Provisions for the benefit of LFR have been included at Part 16 of Schedule 16 of the dDCO submitted at DL2 [REP2-006]. These have been agreed with LFR.

ExA Reasoning: BESS Safety

- 3.8.34. The ExA is satisfied, overall, that the dDCO contains sufficient measures to secure and control battery safety through the BSSMP. The oBSSMP addresses and makes provision for key fire safety matters, with the final BSSMP being secured through the DCO, in consultation with the LFR and NFR and the EA. The inclusion of Protective Provisions in relation to LFR gives further confidence that they would be provided with sufficient resource to effectively monitor and engage with the operators of the site such that fire safety, and risks to the population and environment, would be adequately mitigated.

MAJOR INCIDENT HAZARD SITES

- 3.8.35. In ExQ1 1.12.2, the ExA referred to the Health and Safety Executive (HSE) notification during EIA scoping that the DCO boundary is within multiple consultation zones of major accident hazard sites and major accident hazard pipelines (MIHS). Noting that preliminary offsets as required by easements and operator safety distances have been embedded in the design of the Proposed Development, this question sought further clarification on how these considerations have been accommodated. In response, the Applicant referred to work with the pipeline operators to agree on easement strips to be excluded from the areas permitted for the siting of permanent above-ground infrastructure [REP3-038]. These areas are excluded from the Works Plans, with reference particularly to Work Nos. 1A/B/C (i, ii, iii), 2, 3A/B/C, 5A(vii), and 7A/B/C [REP5-035].

ExA Reasoning: Major Incident Hazard Sites

- 3.8.36. The ExA is satisfied that the required easements and operator safety distances have been embedded in the design of the Proposed Development.

GLINT AND GLARE

- 3.8.37. 7000 Acres raised concerns about the effects of glint and glare from solar panels in their RR [RR-001]. Specific reference was made to the concern that the effects on aviation (for example Royal Air Force (RAF) sites, airfields, gliding club) and other outdoor activities (for example horse riding and hunts), as well as visibility from prominent roads, have not been thoroughly considered. 7000 also raised more general concerns about the Applicant's assessment of glint and glare effects being inadequate in response to ExQ2 2.8.3 [REP5-051].
- 3.8.38. The safety implications associated with glint and glare from solar panels were addressed in the Solar Photovoltaic Glint and Glare Study at Appendix 16.1 of the ES [APP-132]. Specifically, noting the proximity of airfields at Sturgate, RAF Scampton and Doncaster Sheffield Airport, the Applicant has presented the results of the Study to the respective safeguarding teams. This has not resulted in objections to the Proposed Development.

- 3.8.39. The analysis of road receptors in the Glint and Glare Study [[APP-132](#)] predicts that there would be a significant (moderate adverse) impact for road users travelling along a 300m stretch of Sturton Road, for both fixed or tracking mounting systems. To address this, it is suggested that the proposed vegetation screening would significantly reduce the visibility of the reflective area for road users. Noting that the height of the vegetation screening would take time to establish, temporary opaque fencing would be used initially. On this basis there would be minor to negligible effects on the identified road receptors, and no further mitigation is recommended.
- 3.8.40. WLDC in their LIR [[REP1A-006](#)] expressed concerns about the assessment of glint and glare in relation to local roads, setting out that these should also be modelled as there are more road traffic accidents. In their response [[REP3-037](#)], the Applicant set out that the traffic density on local roads is low and the speed at which traffic travels at is also low. Therefore, a low magnitude of effects is predicted at worst within ES Appendix 16.1 Solar Photovoltaic Glint and Glare Study [[APP-132](#)]. Detailed modelling is not therefore required.
- 3.8.41. ExQ2 2.8.3 sought to explore the question of whether it is reasonable to exclude possible glint and glare effects for local road users because of low traffic volumes. In their response [[REP5-039](#)], the Applicant refers to the fact that reflections from solar panels would be of a similar intensity to the natural environment that road users come across, such as water-logged fields, puddles, and windows/greenhouses. Any solar reflections would also be fleeting in nature. Reference is made to the fact that local roads already have fewer safety features such as road markings and signals, reflecting lower traffic volumes. Also, the proposed landscape screening surrounding the sites would further reduce visibility of any potential solar reflections. On this basis there would be, at worst, a low impact for any user travelling along a local road surrounding the Proposed Development.
- 3.8.42. In response to additional concerns raised by 7000 Acres on the effects on local road users [[REP5-051](#)], the Applicant referred to the fact that traffic densities have a significant effect on the sensitivity of a road. Specifically, a road user will typically require a much greater level of concentration to safely travel along busy roads at high speeds, compared to the level of concentration required to safely travel along empty roads at slower speeds.
- 3.8.43. Finally, the Glint and Glare Study concludes that the effects on PRow users would be transient, noting that a pedestrian could move beyond the solar reflection zone with ease, with little impact upon safety or amenity. No evidence was submitted into the Examination which would lead the ExA to reach different conclusions on these points.
- 3.8.44. In ExQ1 1.8.18, the ExA referred to the potential for solar PV panels, frames and supports to have a combined reflective quality, and the suggestion in the then draft NPS EN-3 that this may need to be assessed (confirmed in 2024 NSP EN-3 paragraph 2.10.106). In response, the Applicant noted that the frame when compared to the face of a solar panel has a significantly smaller area. Their consultants advise that, noting their extensive experience if glint and glare studies, they are not aware of any effects from frames. The Applicant concluded that the Glint and Glare Study has been undertaken in accordance with the NPS [[REP3-038](#)].

ExA Reasoning: Glint and Glare

- 3.8.45. No evidence was submitted into the Examination which would lead the ExA to reach different conclusions on the points addressed above in relation to glint and glare. Therefore, the ExA is satisfied that no significant effects would result from the Proposed Development.

CUMULATIVE EFFECTS

- 3.8.46. Consideration of the possible cumulative effects of the development of solar projects in this area in terms of major accidents and disasters, is set out in the Joint Report on Interrelationships (Appendix E) [[REP4-059](#)]. No significant cumulative effects were identified.
- 3.8.47. The Glint and Glare Study [[APP-132](#)] recognises that in terms of cumulative glint and glare effects, the Cottam Solar Project and Gate Burton Energy Park are sufficiently close to the proposed development to share multiple receptors. This includes road receptors on a section of the A156 and A1500 and on a section of Till Bridge Lane north of WB1, and residential receptors associated with dwellings near and within Marton Village. However, as these shared receptors would be unlikely to have visibility of multiple areas concurrently due to existing and proposed screening, the conclusion reached is that no significant cumulative effects would be possible.

ExA Reasoning: Cumulative effects

- 3.8.48. There is no evidence that, when considered cumulatively with other solar developments, there would be any increase in risks of major accidents and disasters resulting from the Proposed Development.

CONCLUSIONS

- 3.8.49. The ExA has focused matters relating to BESS, MIHS and glint and glare. Other matters identified in the Applicant's ES are either dealt with under other Sections of this Report or would not result in significant effects.
- 3.8.50. The concerns expressed by IPs in relation to the safety of the BESS arise out of the recognised risks associated with lithium-ion batteries in terms of the issues associated with previous thermal runaway events, the proximity of the BESS to the residential areas, fire and toxic emissions and the potential for toxic run-off. Whilst the ExA appreciates these concerns it is assured that, through the documentation and evidence presented to the Examination, the Applicant has demonstrated a thorough understanding of the risks involved and the measures required to ensure they are suitably mitigated.
- 3.8.51. More specifically, the oBSSMP and the development of the BSSMP would ensure that identified risks are suitably managed and mitigated through safeguards and checks during final design, installation and thereafter in operation. Furthermore, whilst the risks of fire would be very low, in the event that one did occur, suitable measures would be contained in the BSSMP, which in turn would be secured in the DCO, to ensure that this would not significantly impact on the surrounding areas.
- 3.8.52. In terms of glint and glare consideration, the ExA is satisfied that the assessment of potential impacts on nearby homes, motorists, public rights of way, and aviation infrastructure (including aircraft departure and arrival flight paths) has been undertaken. In this regard the requirements of 2024 NPS EN-1 paragraph 2.10.158 have been met.

- 3.8.53. The ExA is satisfied that cumulative effects in terms of risks of major accidents and disasters have been adequately addressed. No significant effects would result from the Proposed Development when considered along with other solar projects.
- 3.8.54. Overall, the ExA finds that the information provided would accord with relevant policy and guidance, and in particular would satisfy the requirements of the EIA regulations in respect of major incidents and disasters. The matters addressed relating to BESS safety, MIHS, glint and glare and cumulative considerations are of neutral weight in the planning balance and therefore weigh neither for nor against the Proposed Development.

3.9. NOISE AND VIBRATION

INTRODUCTION

- 3.9.1. The main issues covered in this section relating to noise and vibration relate to the following:
- The methodology, identification of sensitive receptors and the approach to assessment of noise and vibration;
 - The noise effects and impacts on local communities during construction, operation and decommissioning; and
 - Cumulative effects with other developments.

POLICY CONSIDERATIONS

- 3.9.2. Paragraphs 5.11.1-5.11.2 of 2011 NPS EN-1 note that excessive noise and vibration can result in adverse effects on the quality of human life, health, wildlife and biodiversity, whilst vibration can also cause damage to buildings. Where impacts are likely to arise, paragraph 5.11.4 of 2011 NPS EN-1 sets out the matters that an applicant should include in the noise assessment, recognising that the nature and extent of the assessment should be proportionate to the likely noise impact.
- 3.9.3. Paragraph 5.11.9 states that development consent should not be granted unless significant adverse noise and vibration impacts on health and quality of life are avoided and other adverse impacts are mitigated and minimised. Where possible, proposals should contribute to improvements to health and quality of life through effective management and control. Mitigation measures may include engineering reduction and containment, layout and design considerations, and administrative measures.
- 3.9.4. Both paragraph 5.11.1 of 2011 NPS EN-1 and paragraph 5.12.2 of 2024 NPS EN-1 refer to the Government's policy on noise as set out in the Noise Policy Statement for England (NPSE). The NPSE promotes good health and good quality of life through effective noise management and applies similar considerations to vibration. The NPSE also provides guidance on defining significant and adverse effects.
- 3.9.5. Noise and vibration considerations for electricity networks infrastructure are set out in 2011 NPS EN-5. Decision making should ensure that the relevant noise assessment methodologies have been used and that appropriate mitigation options have been adopted. Where the applicant can demonstrate that appropriate mitigation measures would be put in place, paragraph 2.9.10 clarifies that the residual noise impacts are unlikely to be significant.

- 3.9.6. Similar requirements apply in both the 2024 NPS EN-1 and 2024 NPS EN-5 respectively. Paragraph 2.5.2 of 2024 NPS EN-3 states that proposals for renewable energy infrastructure should demonstrate good design to mitigate impacts such as noise. Paragraph 2.10.162 of 2024 NPS EN-3 further notes that the SoS is unlikely to give any more than limited weight to traffic and transport noise and vibration impacts arising from the operational phase of a project.
- 3.9.7. Both the NPPF and the PPG: Noise provide further guidance on noise and vibration. Proposals should take account of likely effects and mitigate and minimise potential adverse impacts on health and quality of life resulting from noise in new developments.
- 3.9.8. CLLP Policy S53 Design and Amenity requires that development does not result in adverse noise and vibration. Policy S14 Renewable Energy supports renewable energy schemes where the impacts of the development are deemed acceptable on the amenity of sensitive neighbouring uses by virtue of matters such as noise.

THE APPLICANT'S APPROACH

Introduction

- 3.9.9. ES Chapter 15 [[APP-053](#)] sets out the Applicant's assessment of noise and vibration, with further supporting evidence provided in the following appendices:
- Appendix 15.1 Noise Survey Information [[APP-129](#)];
 - Appendix 15.2 Acoustic Terminology [[APP-130](#)]; and
 - Appendix 15.3 Assessment of Key Effects [[APP-131](#)].
- 3.9.10. Nearest noise sensitive receptors, including residential and ecological designations were identified as the points for assessing the potential effects of noise. The assessment methodology is set out at section 15.4 of ES Chapter 15 [[APP-053](#)]. The assessment applies relevant methodologies applicable to noise and vibration from various sources or phases of the proposal including construction, operation and decommissioning. Through a combination of consultation, background noise surveys and computer modelling, the assessment included consideration of:
- Noise and vibration from construction activities on sensitive receptors;
 - Noise and vibration from construction traffic on sensitive receptors;
 - The effects of operational noise on sensitive receptors; and
 - Decommissioning.

Construction noise

- 3.9.11. For WB1, WB2 and WB3 the nearby residential receptor sensitivity was considered high. The effect of construction noise on these receptors was assessed as negligible and not considered to be significant. For the CRC, the predicted noise levels surveyed were below the daytime construction noise criteria of 65 decibels (dB) at all except three sensitive receptors. Due to the transient nature of these works, ES Chapter 15 [[APP-053](#)] considers it unlikely that a major impact would be experienced for a prolonged duration.

Construction vibration

- 3.9.12. The assessment of construction vibration considers the piling of PV panel framework and the compaction of tracks and hard standing areas. All other construction activities were considered to produce negligible levels of vibration. At

the CRC, vibration inducing equipment associated with trenching, cable duct installation, pulling and jointing and HDD has been considered.

- 3.9.13. The construction vibration significance for WB1, WB2 and WB3 would unlikely exceed one month and effects are considered to be short-term. The magnitude of effect is reported as minor and receptor sensitivity is high in each case.
- 3.9.14. Three of the assessed receptors are approximately 20m from the CRC. The corresponding effect would be minor. As the receptor sensitivity is high, the magnitude of change is moderate. The effect is reported as not significant.

Construction traffic noise

- 3.9.15. Construction traffic was assessed for noise and vibration effects during peak periods of construction traffic at proposed construction vehicle routes to each area. In each case the effects from construction traffic noise were assessed as negligible.
- 3.9.16. For the CRC, 19 temporary accesses would be required in sections of approximately 4km. Each section and access would be required for around 90 days, with four to five used concurrently. Arrivals and departures per day for deliveries would be split between HGV and large goods vehicles (LGV), with construction workers arriving by shuttle bus and car. Overall, the forecast traffic flow for the construction of the CRC is reported as low, with the percentage increase of traffic of 25% corresponding to a change in noise level of 1dB. ES Chapter 15 [[APP-053](#)] concludes that this would not trigger the need for further assessment.

Operational noise

- 3.9.17. Operational noise would arise primarily from conversion units (CU), the inverters and transformers that would serve the solar PV panels. A tracker unit has been assessed. At the three substations, transformers would be the primary noise source. The WB3 site would accommodate the BESS, from which the primary noise source would be inverters.
- 3.9.18. In accordance with British Standards (BS) 4142, a +2dB correction for tonal characteristic has been applied. No impulsive penalty was considered necessary due to the character of the sound. Three-dimensional noise modelling was undertaken based on the source data to predict noise levels using worst-case assumptions. The measured existing background noise level at the monitoring locations are reported as below 30dB for the night-time period defined as very low. The rating levels at these are also below 35dB, which would be defined as low. ES Chapter 15 concludes, therefore, that absolute noise levels should be considered as appropriate for assessment of noise at these locations, particularly during the night-time period.
- 3.9.19. For each of WB1, WB2 and WB3, ES Chapter 15 [[APP-053](#)] noise intrusion assessment of internal noise levels from all potential noise sources are predicted to be below the World Health Organisation and BS 8233 noise intrusion guidance. This is reported as an indication of a negligible effect and moderate/minor significance. As a result, the Applicant concludes that this is not a significant effect. The change in noise levels between the existing measured noise levels would fall within the negligible magnitude of effect. This is of moderate/minor significance, resulting in a not significant effect.
- 3.9.20. Due to there being no shared sensitive receptors in close proximity to any of the solar sites, no potential in-combination operational noise effects were identified.

Decommissioning

- 3.9.21. Noise effects during the decommissioning phase have been assessed as similar to, or less than, noise effects during the construction phase.

Cumulative noise impact

- 3.9.22. The Applicant considered the cumulative impacts of the Proposed Development along with the others in the study area set out at para 15.9.2 and Table 15.26 of ES Chapter 15 [[APP-053](#)]. The assessment considered that cumulative noise effects during the construction and operational phases would occur when developments are within 500m of a common receptor. Receptors were either at greater distances than this or were greater than 500m from a common receptor and therefore excluded. Others were found to be further away from any part of the Proposed Development than existing receptors already assessed, and therefore not assessed.
- 3.9.23. In relation to the CRC, the Applicant concluded that it would be unlikely that a major impact would be experienced for any prolonged duration due to the temporary nature of construction operations.

Mitigation

- 3.9.24. Embedded mitigation to reduce impacts is incorporated through design and layout as well as management of the Proposed Development. Section 15.6 of ES Chapter 15 [[APP-053](#)] sets out how these are taken into account as part of the assessment of the potential effects. Measures to control noise have been included in the outline oCEMP [[REP6-021](#)]. Controls over management of HGVs are incorporated through the oCTMP [[REP7-005](#)]. Monitoring of the effects during decommissioning would be secured through the Decommissioning Plan which would be substantially in accordance with the oDS [[REP6-023](#)].
- 3.9.25. Preliminary assessment of operational noise was undertaken to inform the design and layouts. Design measures included maximising distance from nearest residential receptors to the various equipment where possible. Manufacturer-supplied noise mitigation would be installed and noise generating equipment enclosed and containerised where possible. No further embedded mitigation was included for WB1 and WB2 or the CRC. At WB3, a 3 metre high acoustic barrier was included, with a minimum mass of 10 Kilograms per square metre. At four of the CUs in WB3, acoustic louvres providing noise reduction of at least 10dB would be used. These measures are shown in ES Chapter 15 Figure 15.28 [[APP-053](#)].

Residual effects

- 3.9.26. The residual effects for each of construction noise, construction vibration and operational noise are all considered to be negligible resulting in moderate/minor residual effect. Taking account of the embedded mitigation, no significant residual effects during the construction, operational and decommissioning phases are predicted.

Cumulative Effects

- 3.9.27. ES Chapter 15 [[APP-053](#)] also assessed the cumulative effects of the Proposed Development. The cumulative effects from construction noise, vibration, operational noise each result in a moderate/minor residual cumulative effect and as such there are no significant cumulative effects predicted across all phases.

ISSUES CONSIDERED DURING THE EXAMINATION

THE METHODOLOGY OF THE NOISE ASSESSMENT

- 3.9.28. ExQ1 1.10.8 sought clarification whether the methodology set out in ES Chapter 15 [APP-053] had considered multiple effects at the same receptor [PD-009]. The Applicant responded that specific noise levels associated with construction traffic at receptors nearby would be considerably below the threshold of 65 dB (the threshold of significance in accordance with BS 5228) and therefore any contribution to the overall construction noise experienced, would be negligible [REP3-038].
- 3.9.29. Neither LCC nor NCC raised significant concerns on noise and vibration matters within their LIRs. The final SoCGs between LCC, and NCC and BDC and the Applicant confirm that matters relating to baseline monitoring, methodology and outcomes, were agreed [REP7-010] [REP6-038].
- 3.9.30. Methodological concerns were raised by WLDC and other IPs [REP1A-022 REP3-044]. In their LIR, WLDC [REP1A-006] set out concerns relating to noise and vibration, and their view that the noise assessment was incorrect [REP3-044]. WLDC's view was that the decline in noise quality conditions would further degrade the quality of life for communities [REP1A-004].
- 3.9.31. In response to ExQ1 1.10.6 [PD-009] WLDC confirmed that in their view, there was a lack of a co-ordinated approach to managing and mitigating cumulative impacts of construction traffic [REP3-044]. By the close of the Examination a number of matters had been resolved, as set out in WLDC's response to ExQ2 2.10.4 [PD-014] and the final SoCG [REP7-014] [REP5-047]. WLDC agreed that the residual noise and vibration effects would be below the EIA threshold of 'significant'. However, they sought further details on a range of outstanding matters including the co-ordinated management of noise and vibration (including dust), clarification that no working would occur at nighttime, as well as clarification regarding the piling methodology to be used. WLDC considered that without these, noise and vibration should be negatively weighted in the planning balance [REP7-014]. The Applicant's response to each outstanding matter is also set out within the SoCG, and an Appendix to the SoCG which provides a detailed response to WLDC's comments.

ExA's reasoning: the methodology of the noise assessment

- 3.9.32. The methodology and assessment of noise and vibration is an area of agreement between LCC, and NCC and BDC [REP7-010] [REP6-038].
- 3.9.33. Whilst WLDC's concerns regarding the noise assessment methodology were largely addressed through the exchange of information between parties, some matters remained outstanding. The ExA considers that the outstanding concerns are addressed through ES Chapter 15 [APP-053] and associated mitigation, including the oCEMP [REP6-021], and additional information submitted within the SoCG [REP7-014]. In conclusion, the ExA is satisfied that the methodology and the level of the information submitted is sufficient to reach reasonable conclusions.

THE NOISE EFFECTS AND IMPACTS ON LOCAL COMMUNITIES

- 3.9.34. No significant residual effects are predicted during construction, operation and decommissioning [APP-053] [REP3-010]. The ExA has fully considered the methodological points raised through the Examination, discussed above. Further, broad agreement exists on noise matters including noise outcomes between LCC, and NCC and BDC and the Applicant [REP7-010] [REP6-038]. The SoCG between

WLDC and the Applicant confirms WLDC's position that it viewed the impact of residual noise and vibration as below the significance threshold [REP7-014].

- 3.9.35. ExQ1 1.10.7 sought to address construction phase noise and vibration at ExQ1 [PD-009], with the Applicant asked to confirm and justify the approach to noise from HDD. The Applicant responded that the noise assessment takes account of noise from the breaking and excavating of ground. All noise levels associated with the plant required for trenching and cable duct installation are higher than that of HDD, which would only occur below the ground level and therefore be further screened. In response to ExQ1 1.10.9 the Applicant also confirmed that noise and vibration from construction would be restricted to the times set out in ES Ch 15 [APP-053]. Paragraph 15.6.4 states that "*Working hours onsite are likely to be carried out Monday to Friday 07:00 – 18:00 and between 08:00 and 13:30 on Saturdays.*" In the event that cable construction works in public highways or HDD activities occurred at night, duration and impacts would be minimised. The oCEMP [REP6-021], which is secured by Requirement 13 of the DCO, ensures that Best Practicable Means (BPM) would be implemented to reduce construction noise levels [REP3-038].
- 3.9.36. At ExQ1 1.10.1 the ExA questioned whether new noise sources would be more readily perceived by local communities due to the countryside setting [PD-009]. The Applicant responded that they had undertaken a change in noise level assessment, set out in ES Chapter 15 [APP-053]. This indicated that changes in proposed noise levels are likely to be less than 3dB when added to the existing ambient noise climate at all sensitive receptors. This is considered negligible as noise would be indistinguishable from other sources. No tonal noise would be perceptible at nearby sensitive receptors. In terms of outdoor amenity, predicted noise levels would be considerably below the relevant guidance [REP3-038].
- 3.9.37. IPs also raised a number of concerns relating to the noise from panels, BESS and associated equipment during the operational phase. 7000 Acres set out their concerns related to noise pollution from electrical equipment including battery and inverter fans, as well as wind noise/ resonance from the configuration of panels [REP1A-022] [RR-001]. At ExQ1 1.10.10 the ExA sought clarification on the noise emissions from PV panels and associated infrastructure [PD-009]. This included whether or not a low frequency hum would be generated from the PV panels which was an issue raised by IPs [REP1A-022]. At ExQ2.10.5 [PD-014] the ExA also referred to noise from equipment and sought further information relating to example equipment that might be used in the Proposed Development.
- 3.9.38. The Applicant responded that tracker motors have been considered in the assessment on the basis that tracker panels provide for a worst-case scenario assessment. Fixed panels do not emit any significant levels of noise themselves [REP3-038]. In response to ExQ2.10.5 the Applicant confirmed that they had assessed the noise from typical inverter equipment to quantify spectrum noise from inverters and transformers [REP5-039].
- 3.9.39. 7000 Acres submitted video evidence [REP4-088] of BESS related noise. They considered that high noise levels during charging and discharging would be an unacceptable noise issue for local residents. In response to the video and submissions, the Applicant stated that predicted noise levels for the BESS were based on manufacturers' noise data and had therefore been assessed based on industry standard prediction methods in accordance with guidelines contained within the current BS. At DL4A, in response to the video, the Applicant confirmed that plant of this nature is not silent and that it could be considered the dominant noise source

when in close proximity to a receptor. However, with the implementation of mitigation, no likely significant adverse effects would be anticipated [REP5-038].

- 3.9.40. IPs were also concerned about operational noise as the system would not be switched off and noise would therefore be constant. [REP1A-022] [REP1A-018]. The Applicant provided additional context that the background sound levels are very low. The Applicant's view is that the assessment presented offers a fair, and objective assessment of the impacts judged against the relevant planning policies and guidance. They concluded that there would be no significant adverse impacts from noise during the operational phase of the Proposed Development [REP3-035].
- 3.9.41. Numerous IPs identified the strong link between the tranquillity of the area, and health and well-being. A fuller discussion of health and wellbeing matters set out in Section 3.11. Medical conditions were presented as factors which exacerbate the impact of noise, such as hyperacusis. For sufferers, the sound could be uncomfortable or even painful which could lead to anxiety and depression. The ExA sought confirmation from the Applicant at ExQ1 1.6.16 that such pre-existing health conditions would have been captured in the ES [PD-009]. The Applicant responded [REP3-038] that the effects on pre-existing health conditions were identified in ES Chapter 18 Socio Economics Tourism and Recreation [APP-056]. No significant effects on pre-existing health conditions were concluded on the basis of the assessment of physical and mental health conditions.

ExA's reasoning: Noise effects and impacts on local communities

- 3.9.42. In terms of noise and vibration, the ExA is satisfied that the assessment of potential impacts on receptors has been undertaken and that no significant effects have been identified on receptors or on health impacts (addressed in Section 3.11 of this Report).
- 3.9.43. The ExA accepts that, with the implementation of mitigation such as that within the oCEMP [REP6-021] and oCTMP [REP7-005], no likely significant adverse effects would be anticipated.

CUMULATIVE IMPACT

- 3.9.44. In response to queries raised at ISH4, the Applicant confirmed that cumulative assessments have been undertaken of nearby applications which have either been consented, already exist or are coming forward [REP4-071]. The Applicant acknowledged that, if the cable routes were to be consecutively constructed, there would be scope for a lengthened construction noise period. However, as the cumulative noise effects are considered to be within acceptable levels there would not need to be any staggering of works to mitigate noise impacts. Various mitigation measures are already set out in the oCEMP to reduce noise by use of BPM. The Applicant did not consider that any additional mitigation would be required [REP4-071].
- 3.9.45. At the close of the Examination WLDC's position remained that, even with mitigation, adverse cumulative impacts due to noise would still be experienced [REP7-022]. WLDC considered these impacts must be weighed as negative and required further information on co-ordinated management of noise and vibration.
- 3.9.46. Other outstanding concerns were also raised including the approach to joint construction with other projects. Notwithstanding mitigation measures, WLDC considered there to be a risk of negative impacts caused by cumulative uncoordinated activity. In the final SoCG with WLDC, the Applicant considered that

sufficient information and assurance on these matters is provided within the application and associated mitigation [REP7-014].

ExA's reasoning: cumulative impact

- 3.9.47. The ExA again notes WLDC's concerns. As with WLDC's methodological concerns, cumulative noise impacts are an agreed matter with NCC and BDC [REP6-038]. There is agreement between LCC and the Applicant that the assessment outcomes in ES Chapter 15 [APP-053] have been assessed robustly and would not result in any significant impacts. They are therefore considered acceptable [REP7-010].
- 3.9.48. The ExA's view is that the outstanding concerns are addressed through ES Chapter 15 [APP-053] the oCEMP [REP6-021], and additional information submitted within the SoCG [REP7-014]. Overall, the ExA considers that the effects and level of mitigation would be acceptable.

CONCLUSIONS

- 3.9.49. The ExA considers the Applicant has adequately assessed the noise and vibration effects of the Proposed Development and has provided sufficient evidence to support the conclusions on those effects. The ExA concludes that the mitigation measures secured would avoid any significant adverse impacts on health and quality of life from noise and vibration.
- 3.9.50. Embedded mitigation such as that designed into the Proposed Development as well the control and management measures set out in the dDCO would be sufficient to mitigate the adverse effects of the Proposed Development to an acceptable level. In this regard the specific measures within the dDCO include:
- Requirement 5 (detailed design approval);
 - Requirement 6 (battery safety management);
 - Requirement 10 (fencing and other means of enclosure);
 - Requirement 13 (construction environmental management plan);
 - Requirement 15 (construction traffic management plan);
 - Requirement 16 (operational noise); and
 - Requirement 21 (decommissioning and restoration).
- 3.9.51. The noise resulting from the construction, operation and decommissioning phases of the Proposed Development, both on its own and cumulatively, would remain below the significance thresholds as set out in the NPSE and NPPF.
- 3.9.52. Overall, the ExA finds that the information provided in terms of noise and vibration meets the requirements of 2011 NPS EN-1, 2011 NPS EN-5 and the 2024 NPSs. It would also accord with the NPPF and the PPG: Noise, and development plan policy. As such, noise and vibration is a matter which the ExA weighs as neutral in the planning balance.

3.10. AIR QUALITY

INTRODUCTION

3.10.1. The main issues raised in the Examination relating to potential adverse effects on air quality related to the following:

- The assessment of impacts, including from fire; and,
- The effectiveness of proposed mitigation.

POLICY CONSIDERATIONS

3.10.2. Paragraph 5.2.1 of 2011 NPS EN-1 acknowledges that infrastructure development can have adverse effects on air quality. Paragraph 5.2.7 requires that an ES describes details including emissions, mitigation, existing air quality levels and emission levels after mitigation. Paragraph 5.2.9-5.2.10 note that air quality considerations should be given substantial weight where a project would lead to deterioration in an area or to breaches of national air quality limits. Where a project is likely breach of limits, appropriate mitigation measures need to be secured. Similar advice is set out in 2024 NPS EN1 including giving air quality considerations substantial weight where a project would lead to a deterioration in air quality.

3.10.3. Paragraph 192 of the NPPF advises planning policies and decisions should contribute towards compliance with relevant limit values or national objectives for pollutants. Decisions should take account of the presence of Air Quality Management Areas (AQMA) and Clean Air Zones, and the cumulative impacts from individual sites in local areas.

3.10.4. Policy S14 of the CLLP states that renewable energy schemes will be supported where the impacts of the development are deemed acceptable on the amenity of sensitive neighbouring uses by virtue of matters such as air quality. Policy S53: Design and Amenity requires development should not result in adverse impacts upon air quality from odour, fumes, smoke, dust and other sources.

THE APPLICANT'S APPROACH

Introduction

3.10.5. ES Chapter 17: Air Quality [[APP-055](#)] sets out the effects of the Proposed Development in terms of air quality. A number of appendices and supporting documents are also relevant:

- Appendices 17.1 [[APP-133](#)], 17.2 [[APP-134](#)], and 17.3 [[APP-135](#)] which are the Qualitative Dust Assessments (QDA) and Construction Dust Management Plans (CDMP) for each of WB1, WB2 and WB3
- Appendix 17.4 [[APP-136](#)] provides a BESS Fire Technical Note.

3.10.6. The oBSSMP [[REP6-019](#)] summarises safety related information requirements and would be provided in advance of construction. It is relevant in informing consideration of the impact on air quality from a fire incident. An ES Addendum covering Air Quality Impact Assessment of Battery Energy Storage Systems Fire [[REP3-040](#)] was submitted at Deadline 3. This should be read alongside the oBSSMP.

3.10.7. ES Chapter 17 [[APP-055](#)] includes an assessment of construction phase dust and other on-site activities. The sensitivity of receptors during the construction phase

range from very high to negligible. In assessing the sensitivity from a potential fire, all receptors have been assessed as high.

- 3.10.8. In terms of construction traffic, an anticipated worst-case peak day vehicle movement equates to 46 HGV, and 326 car and LGV movements [APP-052]. Operational traffic is predicted to be very low as solar farm developments do not generate significant traffic flows once operational [APP-055]. The Proposed Development has no fixed plant which would give rise to emissions, so direct impacts on air quality were determined to be imperceptible.
- 3.10.9. The Fire Incident Impact Assessment forms part of ES Chapter 17 [APP-055]. It considers major accidents or disasters assessed in three categories probability. From this, the potential impacts on local residents are considered and assessed. Air quality dispersion modelling was used to generate background concentrations which inform the assessment of air quality impact from a major fire accident. For the major fire assessment ES Appendix 17.4 BESS Fire Technical Note [APP-136] sets out the details on the measures for each of WB1, WB2 and WB3, thereby providing the action plan in the event of fire incident.

Baseline conditions

- 3.10.10. To establish baseline air quality, data from WLDC and BDC and the Applicant's own surveys was reviewed. ES Chapter 17 [APP-055] uses air quality data from within WLDC undertaken in 2019 as the most recently available at the time of the assessment. WLDC data was considered to be most representative of air quality due to the distance of BDC monitoring data from the Proposed Development.
- 3.10.11. The Applicant considers 2019 baseline conditions to be appropriate and representative for conditions at commencement. As a worst case, the assessment considered that background concentrations would not improve between the baseline year and future years. The assessments indicated that concentrations of air quality pollutants are not above the relevant Air Quality Objectives at any locations of relevant public exposure. Neither WLDC nor BDC have designated AQMAs over any part of the WB1, WB2 and WB3 sites or the CRC.

Mitigation

- 3.10.12. Design measures include maximising distance from nearest residential receptors to possible sources of poor air quality. Other embedded mitigation set out in ES Chapter 17 [APP-055] includes construction and decommissioning dust measures which would be adopted where reasonably practicable. Appropriate site-specific mitigation measures would be determined through the construction phase dust assessment and included within the oCEMP [REP6-021], secured through DCO Requirement 13. Site-specific construction dust mitigation is detailed in qualitative dust assessments and construction dust management plans (CDMPs) [APP-133, APP-134, APP-135].
- 3.10.13. Mitigation of fire risk on site would be embedded within health and safety requirements and managed by the contractor during construction and decommissioning. At the operational phase, actions include routine maintenance and servicing of equipment to ensure ongoing safe operation.
- 3.10.14. The Applicant acknowledged potential fire risk associated with certain types of batteries such as lithium-ion. The proposed design would include cooling systems designed to regulate temperatures within safe conditions. Section 3.8 of this Report

addresses issues of safety and major incidents in more detail including the mitigation measures proposed.

- 3.10.15. The oBSSMP [\[REP6-019\]](#) details mitigation and actions that would be undertaken in the event of a fire. Actions to be taken would include informing any potentially affected residents and advising the public about health effects of smoke. The Applicant concludes that, following embedded mitigation, the potential risk of fire and the effects from such an incident would be reduced as far as possible. The oBSSMP has been informed by Appendix 17.4 [\[APP-136\]](#) Potential Air Quality Impact Assessment From A Fire Incident report. The BSSMP would be secured through DCO Requirement 6 (battery safety management).
- 3.10.16. During decommissioning the dust particulate matter emission impacts are predicted to be less than during construction. As a result, site-specific mitigation used for the construction phase would be employed.

Residual effects

- 3.10.17. ES Chapter 17 [\[APP-055\]](#) recognises that construction activities could give rise to short term elevated dust and/ or PM10 (particulate matter 10 microns or less in diameter). These arise from construction activities, vehicle movements, soiling of the public highway, or windblown stockpiles. The assessment concludes that the significance of effects associated with the construction works would be negligible for all receptors. All effects are considered to be temporary, direct, adverse and short term. This conclusion accounts for the implementation of the appropriate site-specific mitigation measures included within the oCEMP [\[REP6-021\]](#).
- 3.10.18. The assessment therefore concludes that no significant residual effects are predicted during construction, operation and decommissioning phases [\[REP3-010\]](#).

Cumulative effects

- 3.10.19. Cumulative effects from industrial emission impacts were not assessed. Following the implementation of the site-appropriate mitigation measures, there would be no air quality effects from the Proposed Development that could combine with effects from other sites and other developments to lead to cumulative effects during the construction phase [\[APP-055\]](#).
- 3.10.20. The cumulative traffic air quality effects were re-assessed by considering other nearby NSIPs and planning applications. The anticipated cumulative vehicle numbers would not exceed the 'indicative criteria for requiring an air quality assessment' detailed within Institute of Air Quality Management (IAQM) Guidance. Therefore, air quality modelling for cumulative traffic assessment was not considered to be required.
- 3.10.21. Following the implementation of the appropriate site-specific mitigation measures identified during construction, operational and decommissioning phases and during an occurrence of fire incident, ES Chapter 17 [\[APP-055\]](#) concludes the residual cumulative effects on both human receptors and ecological receptors to be negligible.

ISSUES CONSIDERED DURING THE EXAMINATION

- 3.10.22. The main issues raised in the Examination relating to potential adverse effects on air quality related to the assessment of impacts, including from fire, and the effectiveness of proposed mitigation. These are considered below.
- 3.10.23. WLDC's LIR identified potential adverse air quality impacts during construction and decommissioning. These include dust and particulate matter emissions from site activities, such as demolition, earthworks, vehicle movements, and from construction materials [REP1A-006]. WLDC stated that this impact would be multiplied on a cumulative level in the event the other solar schemes were granted development consent.
- 3.10.24. The Applicant responded that the assessment of the potential risks and appropriate mitigation measures are set out within the QDA and CDMPs [APP-133, APP-134, APP-135]. In the Applicant's view, following the implementation of the appropriate mitigation measures, the impact on air quality would not be significant [REP3-037]. At ExQ1 1.10.17 [PD-009] the Applicant was asked to confirm how the various mitigation measures in CDMPs would be secured. In response, the Applicant confirmed that site specific dust mitigation measures from each QDA and CDMP are set out in Table 3.10 (Air Quality) of the oCEMP [REP6-021]. The CEMP itself would be secured by Requirement 13 of Schedule 2 to the dDCO [REP3-038].
- 3.10.25. ExQ1 1.10.18 [PD-009] sought further clarity on the mitigation of on-site construction activities associated with the construction phase. The Applicant confirmed that appropriate mitigation would be in accordance with relevant IAQM Guidance on the Assessment of Dust from Demolition and Construction. The Applicant clarified that, without mitigation, the potential impact significance of dust emissions associated with the Proposed Development would be predicted as being in the low to medium range. As the Applicant proposes site-specific dust mitigation, the dust impact of the construction phase would not be significant [REP3-038].
- 3.10.26. The Air Quality Impact Assessment of BESS Fire [REP3-040] and the Revised oBSSMP [REP3-032] were revised following the receipt of the RR from the United Kingdom Health Security Agency (UKHSA) [RR-341]. The ExA sought clarification on the results from both the Applicant and UKHSA through ExQ2 2.10.6 [PD-014]. The Applicant responded that the updates provided were in accordance with more up to date guidance and confirmed their view that the proposed development should not result in any significant adverse impact on public health [REP5-039]. The UKHSA made no further representations beyond its RR.

ExA's reasoning: Air quality

- 3.10.27. Through construction and decommissioning there would be potential for elevated dust levels to impact on air quality. The ExA accepts that in each case this would be a short-term impact, with mitigation in place. Regarding cumulative impacts, the ExA also notes that a Joint CTMP may be produced which would manage construction traffic in the event that various NSIP construction projects overlap.
- 3.10.28. The further assessment of the air quality impacts of BESS fire and the associated changes to the oBSSMP provide further assurance that air quality impacts on health would not be significant. All matters relating to air quality are agreed matters with WLDC, including methodological considerations and proposed mitigation [REP7-014]. Similarly, LCC and NCC and BDC SoCGs [REP7-010] and [REP6-038] also conclude these are agreed matters.

CONCLUSIONS

- 3.10.29. The ExA notes that there would be the potential for construction and decommissioning activities to have an impact on air quality. However, these would be short-term in nature. Furthermore, the control and management measures set out in the dDCO would be sufficient to mitigate the adverse effects of the Proposed Development to an acceptable level. Specifically the relevant mitigation measures within the dDCO include:
- Requirement 5 (detailed design approval);
 - Requirement 6 (battery safety management);
 - Requirement 13 (construction environmental management plan);
 - Requirement 15 (construction traffic management plan); and
 - Requirement 21 (decommissioning and restoration).
- 3.10.30. No significant adverse effects would be likely to arise through the construction, operation and decommissioning phases of the Proposed Development, nor would they arise when considered cumulatively. The assessments undertaken provide a sufficient assessment of the effects on air quality. Overall, the Proposed Development would accord with 2011 NPS EN-1, the 2024 NPSs, the NPPF and development plan policy, and it is afforded neutral weight in the planning balance considerations of the Proposed Development.

3.11. HEALTH AND WELLBEING

INTRODUCTION

- 3.11.1. The main issues raised in the Examination related to the following:
- The assessment of health impacts;
 - Mental health and wellbeing matters; and
 - Physical health concerns.
- 3.11.2. This Section covers how the potential for adverse effects on human health and wellbeing have been considered and would be managed in the Proposed Development. Related matters are covered in other sections, particularly in relation to landscape and visual (Section 3.3), transport and access (Section 3.6) noise and vibration (Section 3.9), air quality (Section 3.10) and socio-economic matters (Section 3.13).

POLICY CONSIDERATIONS

- 3.11.3. Both 2011 NPS EN-1 and 2024 NPS EN-1 recognise that energy production has the potential to impact on the health and well-being of the population. The direct impacts on health can include increased traffic, air or water pollution, dust, odour, hazardous waste and substances, noise, exposure to radiation, and increases in pests. They both also recognise that new energy infrastructure may have indirect health impacts, including if it effects the use of open space for recreation and physical activity. At paragraph 4.4.6 2024 NPS EN-1 states that opportunities should be taken to mitigate indirect impacts, by promoting local improvements to encourage health and wellbeing.
- 3.11.4. Whilst specific health and wellbeing matters relating to solar projects are not raised in 2024 NPS EN-3, there are more general references to relevant matters including

the effects on PRoW, landscape, visual and residential amenity, as well as construction effects.

- 3.11.5. 2011 NPS EN-5 contains guidance on the assessment of the effects of electromagnetic fields (EMF), with reference to the guidelines on exposure of people to EMFs published by the International Commission on Non-Ionizing Radiation Protection (ICNIRP). This advice is similarly carried forward into 2024 NPS EN-5.
- 3.11.6. The NPPF refers to the need to promote healthy, inclusive and safe communities and to not undermine quality of life or community cohesion.
- 3.11.7. Policy S54 of the CLLP sets out the expectation that development proposals will promote, support and enhance physical and mental health and wellbeing, and thus contribute to reducing health inequalities. It sets out a requirement for developers to submit a Health Impact Assessment (HIA) for non-residential development proposals of 5ha or more.

THE APPLICANT'S APPROACH

Introduction

- 3.11.8. ES Chapter 21: Other Environmental Matters [\[APP-059\]](#) sets out the effects of the Proposed Development in terms of human health and wellbeing. Additionally, during the Examination the Applicant provided an ES addendum, to be read alongside ES Chapter 21, setting out a collation of health impacts [\[REP4-077\]](#).
- 3.11.9. ES Chapter 21 [\[APP-059\]](#) also identifies and proposed mitigation measures to address potential impacts of the Proposed Development on human health and wellbeing during construction. It refers to the fact that the scope of this assessment has been informed by assessments in other chapters of the ES, including in relation to flooding (Chapter 10), risk from ground water contamination (Chapter 11), transport and access (Chapter 14), noise and vibration (Chapter 15), glint and glare (Chapter 16), air quality, (Chapter 17), socio-economics, tourism and recreation (Chapter 18) and waste (Chapter 20).

Baseline

- 3.11.10. Baseline conditions relating to human health and wellbeing are set out in ES Chapter 18: socio-economics, tourism and recreation [\[APP-056\]](#), where a desk-based review of key health receptors was undertaken. This covers the Bassetlaw District and West Lindsey District, and draws on data from the 2021 Census, 2011 Census for detailed population characteristics, and public data from the NHS and the Department for Work and Pensions (DWP). The overall sensitivity of the population to human health and wellbeing impacts is assessed as medium. Groups within the population at higher risk to impacts were specifically identified where appropriate in this assessment.
- 3.11.11. Baseline conditions relating to key likely effects have been identified in each of the relevant ES chapters, summarised in Table 3.1 of the ES Addendum [\[REP4-077\]](#). Similarly topic specific mitigation is summarised at paragraphs 21.5.32-21.5.33 of ES Chapter 21 [\[APP-059\]](#).

Residual effects

- 3.11.12. In terms of residual effects, no significant effects were identified in relation to any of the topics listed in paragraph 3.11.9 above, with the exception of socio-economics, tourism and recreation. Under this heading moderate beneficial effects were identified in relation to access to both employment and education. Short-term moderate adverse effects in relation to long distance recreational routes for the construction phase were also identified. A permissive path proposed within WB2 near Saxilby would aim to improve recreational walking and health and wellbeing in the long-term. Additionally, adjacent to Sykes Lane, a new semi-accessible habitat management area is proposed for public recreational use and learning.
- 3.11.13. The in-combination effects of flooding, ground contamination, noise and vibration, air quality, glint and glare, socio-economics, tourism and recreation, waste, and major accidents and disasters on the health and wellbeing of onsite and offsite human receptors were also considered. This concluded that there are no in-combination impacts that would be likely to result in any significant effects in addition to those already identified.

Cumulative effects

- 3.11.14. The cumulative effects with other developments relevant to the zone of influence for each topic, primarily the Cottam Solar Project, the Gate Burton Energy Park, and Tillbridge Solar Park, have also been considered. No anticipated cumulative effects that would increase the level of significance of effects to human health as a result of flooding, ground contamination, noise, glint and glare, waste, and major accidents and disasters were identified. None of these topics are therefore anticipated to have residual significant effects on human health. Similarly, it is not anticipated that there would be any significant residual effects to human health from air quality impacts during the cumulative construction phase.
- 3.11.15. Cumulative effects relating to socio-economic, tourism and recreation have been assessed against a larger local impact area (LIA). The uplifts in employment and skills training and education opportunities are anticipated to have significant beneficial effects on human health and wellbeing as a result of improved measures of indices of multiple deprivation. Access to employment as an index of multiple deprivation would be likely to experience a cumulative major-moderate beneficial effect, while access to education would be likely to experience a cumulative moderate beneficial effect during the cumulative construction phase.
- 3.11.16. Cumulative effects during construction on long distance recreation routes are anticipated to have a peak cumulative moderate adverse effect, specifically on the Trent Valley Way and National Byways cycle route.
- 3.11.17. The residual cumulative effects on other human health receptors, such as access to primary healthcare, disability and long-term health, self-assessed health, and on access and use of outdoor recreation centres for adults and for youths are not anticipated to be significant.

ISSUES CONSIDERED DURING THE EXAMINATION

ASSESSMENT OF HEALTH IMPACTS

- 3.11.18. A number of IPs, including 7000 Acres, set out concerns relating to the adequacy of the Applicant's assessment of health impacts [\[REP1A-018\]](#). Specific concerns raised include the potential for the Proposed Development to widen health inequalities, noting existing levels of deprivation and the importance of the local environment to the mental health of rural communities. They also drew attention to

the importance of identifying the indirect impacts affecting health and wellbeing, as well as promoting local improvements to encourage health and wellbeing.

- 3.11.19. The Applicant was asked to address these concerns and to explain how the health and wellbeing impacts of the Proposed Development had been assessed during the discussion at ISH4 [\[REP4-071\]](#). They set out that, as a starting point, the scope and assessment methodology for each of the ES chapters relevant to human health was agreed in March 2022 as set out in the EIA Scoping Opinion [\[APP-068\]](#). This included agreement that incorporating human health matters across the relevant ES chapters was a suitable methodology.
- 3.11.20. In accordance with the IEMA guidance on assessing human health in EIA, only where the pathway is identifiable have the human health effects been considered. Nonetheless, in undertaking the assessment the Applicant was aware of the wider factors of health, including mental health and wellbeing. In this regard the desirability and use of recreational facilities in the area around the Proposed Development including formal and informal facilities such as sports facilities, playgrounds, public rights of way, recreational routes and navigable waterways had been considered [\[REP4-071\]](#).
- 3.11.21. With reference to health inequality and the variable impacts on different communities, the Applicant explained that the baseline data used had identified where geographically, and in which demographics, health inequalities exist in the population of the LIA. The Applicant confirmed that this has been used to identify vulnerable groups and determine the sensitivity of these groups to changes in their environment as a result of the Proposed Development. This has contributed to determination of the sensitivity of the population as a whole to changes.
- 3.11.22. The critique presented by 7000 Acres [\[REP1A-018\]](#) also referred to the fact that the Application has not been supported by a HIA, a point also raised by WLDC in their WR [\[REP1A-004\]](#) and their response to ExQ1 1.6.2 [\[REP3-044\]](#). 7000 Acres also suggested that the Applicant's assessment is not based on up-to-date data.
- 3.11.23. With specific reference to the suggested need for an HIA, the Applicant notes that no request for a HIA was made prior to the application of the DCO, nor has the scope and methodology of the human health assessment thereafter been called into question by a local authority or statutory body for health [\[REP4-077\]](#). Noting the requirement in Policy S54 for a HIA, this was not considered necessary as this policy is aimed almost entirely at planning applications falling under the Town and Country Planning Act. As the Proposed Development is an NSIP, the scoping for a HIA is to be determined by the Planning Inspectorate. In the Scoping Opinion [\[APP-063\]](#), the Applicant's approach to assessing health and wellbeing impacts was agreed, with no requirement made for a separate HIA to be undertaken. The ExA's understanding is that this mirrors the approach taken for other solar NSIP EIA processes.
- 3.11.24. The Applicant produced the ES Chapter 21 addendum to assist in navigating the ES health assessment [\[REP4-077\]](#). This collates the health components within various chapters of the ES. Whilst it does not directly address the concerns about the lack of an HIA, it is a useful summary of health impacts, providing an overview of likely effects.
- 3.11.25. With reference to the data sources used as the baseline for the health assessment, the Applicant set out that this was collected through 2022 ahead of the Preliminary Environmental Impact Report and Section 42 statutory consultation. It was revised

thereafter up to February 2023 leading up to the DCO application being made in March 2023 [\[REP4-071\]](#).

- 3.11.26. IPs suggested that all human health impacts should be assessed under the direction of a medically qualified practitioner, including during the discussion at ISH4 [\[REP4-071\]](#). On this point the Applicant noted that as the health assessment had been carried out in accordance with IEMA guidance, there was no requirement for this to be undertaken by a medical professional. Specifically, in response to ExQ2 2.6.4 the Applicant set out their confidence in the authoring team being suitable for undertaking an assessment of health and wellbeing as part of an Environmental Impact Assessment (EIA) [\[REP5-039\]](#).
- 3.11.27. ExQ1 1.6.8 referred specifically to the suggestion that the Applicants assessment of impacts on health and wellbeing appears to be more applicable to urban communities. In response to this question, and at ISH4, the Applicant acknowledged that there are some differences in how urban and rural settings should be assessed for health impacts. This includes understanding the need to travel to healthcare providers; the desirability, use of, and access to recreational facilities in the countryside such as long-distance routes; and accessibility to recreational sports or play facilities in villages and small service centres. The Applicant's assessment has included these factors in the assessment of the sensitivity of different areas to the impacts of the Proposed Development [\[REP3-038\]](#) [\[REP4-071\]](#).
- 3.11.28. In response to ExQ1 1.6.2 [\[REP3-044\]](#) WLDC set out their concern that the Applicant's assessment does not give adequate consideration to the construction and long term impacts of the 'cumulative schemes' on local residents health and wellbeing. Particular reference is made to the use of roads in the vicinity of the Proposed Development for recreational purposes. In this regard the assessment does not take into account the local amenity and mental health impacts of the cumulative construction traffic associated with the proposed solar schemes.
- 3.11.29. In response, the Applicant set out that cumulative health impacts had been assessed using the same approach to cumulative assessment as has been undertaken in each of the technical topics. A health and wellbeing approach to determine the significance of effects has been used [\[REP4-071\]](#). More specifically, the nature of the assessment of the impacts of construction traffic on the pleasantness of highway use by recreational and non-vehicular users is set out in ES Chapter 14 [\[APP-014\]](#) (Table 14.22 and 14.23) which found no more than a minor adverse effect. Similarly, whilst ES Chapter 18 [\[APP-056\]](#) found that there would be a degree of discouragement as a result of fear and intimidation, this was also assessed as being not significant. Further, mitigation measures set out in the oCTMP [\[REP3-012\]](#) would seek to reduce these effects as much as possible through ensuring HGV drivers comply with the prescribed access routes, and that they would be accompanied by banksmen to ensure safe entry and egress from the sites [\[REP3-034\]](#).
- 3.11.30. During the ISH4 discussion WLDC also referred to the 500m buffer used for the health assessment failing to capture the wider community that would experience the impacts of the project during construction, operation and decommissioning [\[REP4-082\]](#). On this point the Applicant set out that the health assessment was based on a number of ES topic chapters, with the study area for each topic being individually derived depending on the type of effect. The 500m buffer relates specifically to the noise and air quality assessment, with socio-economic effects being assessed at the LIA level (that is, the combined area of WLDC and Bassetlaw district) [\[REP4-071\]](#).

- 3.11.31. IPs raised specific concerns that the Applicant's assessment of health effects were focused around construction and decommissioning and not the operational phase ([\[RR-156\]](#), [\[REP1A-018\]](#)). On this point the Applicant noted that the human health and wellbeing impacts from the operational lifetime of the Proposed Development were assessed primarily in ES Chapter 18 [\[APP-056\]](#) (para.18.7.71 to 18.7.117, with cumulative impacts assessed at para 18.10.33 to 18.10.55).
- 3.11.32. No significant effects to human health and wellbeing were identified for the operational lifetime of the Proposed Development in isolation, or when considered cumulatively. Similarly, in terms of the direct health impacts assessed in ES Chapter 21 [\[APP-059\]](#), no significant effects were identified relating to the operational life of the Proposed Development [\[REP3-035\]](#).
- 3.11.33. More generally, the Applicant is confident that the magnitude of the assessed long-term mental health and wellbeing impacts have been accounted for, noting the potential for these to be permanent amongst some members of the population. The assessed effects remain not significant [\[REP4-077\]](#).

ExA's reasoning: The Assessment of Health Impacts

- 3.11.34. The ExA is satisfied that the scope and methodology of the human health and wellbeing assessment undertaken has sufficiently addressed the potential for health and wellbeing impacts. This includes long-term mental health and wellbeing. It has recognised the breadth and cross-cutting nature of environmental matters relevant to a comprehensive consideration of direct and indirect effects on health and wellbeing. The absence of an HIA does not, in the ExA's view, result in a deficient assessment of health impacts within the ES.

MENTAL HEALTH AND WELLBEING MATTERS

- 3.11.35. The ExA acknowledges that particular concerns about the effects of the Proposed Development on the mental health and wellbeing of local communities were raised throughout the Examination, particularly in RR and by IPs in attendance at OFH. Particular reference was made to stress and anxiety linked to the Examination process, mental health impacts as a result of construction activities and mental health and wellbeing impacts as a result of changes in the landscape character of the area. Additionally, the impacts on residential amenity, including changes to perceptions of surroundings and changes to desirability and enjoyment of use the countryside as a valued recreational space were also raised. These concerns are set out for example in [\[RR-031\]](#), [\[RR-055\]](#), [\[RR-245\]](#), [\[RR-029\]](#), [\[RR-289\]](#) [\[RR-245\]](#) and in the Applicant's OFH1 summary [\[REP1-051\]](#) and OFH2 summary [\[REP4-068\]](#).
- 3.11.36. WLDC consistently raised such concerns during the Examination relating to the adverse impacts upon the culture, mental health, character and way in which local communities engage with, and live within, the district [\[REP1A-004\]](#). 7000 Acres also referred to there being poor mental health in farming communities, noting the high suicidal rate amongst UK farmers. A further impact of the Proposed Development on the farmers in the area that farm to make a living is that they may feel let down by those who have opted to place solar panels on their fields. This creates inequality between farmers and could lead to a health inequality in terms of long-term mental health [\[REP1A-018\]](#).
- 3.11.37. In addressing this range of concerns, the Applicant set out in response to ExQ1 1.6.12 that the ES assessment had recognised the level of nuance in how the Proposed Development could affect mental health and wellbeing. In this regard the

ES included residential amenity, deprivation, and access to recreational facilities as determinants of wellbeing for the purpose of the assessment. Further, where adverse effects to health and wellbeing (including mental health) have been assessed in each of the relevant ES topic chapters, mitigation measures have been provided to reduce the level of significance of these effects [\[REP3-038\]](#).

- 3.11.38. The Applicant acknowledged that ‘wellbeing’ is impacted by a range of factors [\[REP4-077\]](#) . In this regard the assessment of the changes to the overall physical and emotional setting of the area has been considered in terms of in-combination effects across all the technical topics in the ES, including more subjective matters. The in-combination considerations contributing towards individual and community amenity, or sense of place, are considered to include:
- Impacts upon the landscape character;
 - Landscape and visual impacts from residential receptors;
 - Landscape and visual impacts from transport and recreational receptors, such as public rights of way;
 - Impacts upon previous or historical use of agricultural land, and associated employment;
 - Recreational impacts from changes to the physical properties of public rights of way, such as views and sense of enclosure;
 - Recreational impacts from changes to the enjoyment and desirability of recreational facilities in the countryside; and
 - Perceptions of danger or harm from aspects of the Proposed Development such as EMF, flooding, and fire and explosion risks.

- 3.11.39. All of these effects are relevant to the consideration of mental health and wellbeing impacts. None of the technical assessments that feed into an in-combination assessment of these effects concluded overall or long-term significant adverse effects. Therefore, when applying professional judgement to this scenario, the Applicant concluded that no express assessment of the mental health and wellbeing impacts would be required, as the likely effects would not be significant. For this reason, the Applicant explains, the assessment of impacts upon individual and community amenity or sense of place was not included in the assessment of human health in ES Chapter 21 at Section 21.5 [\[AP-059\]](#).

ExA’s reasoning: Mental health and wellbeing matters

- 3.11.40. Overall, the ExA’s view is that, in the absence of evidence to the contrary, the Applicant’s approach to the assessment of effects on mental health and wellbeing is reasonable.

PHYSICAL HEALTH CONCERNS

- 3.11.41. The specific concerns raised around the safety of the BESS are addressed in Section 3.8 of this Report.
- 3.11.42. With particular reference to the EMF effects on human health, ExQ1 1.6.9 sought to clarify how the requirement for ES to demonstrate that design measures would avoid the potential for EMF effects on receptors had been met. In response, the Applicant referred to the fact that a full assessment of impacts from EMF on receptors was scoped out of the ES in the EIA Scoping Opinion [\[APP-068\]](#). However, the Applicant did acknowledge that changes to the design of the Proposed Development meant that the 400kV grid connection cable would be of a greater length than predicted at scoping [\[REP3-038\]](#).

- 3.11.43. In this regard reference is made to section 21.2 of ES Chapter 21 which refers to the reference levels for investigating EMF for public exposure as 100µT (micro Tesla) for magnetic fields [\[APP-059\]](#). This is derived from ICNIRP standards for public exposure, and used for determining public exposure to electromagnetic field in UK policy in 2011 NPS EN-5. In relation to the shared CRC, where the three 400kV circuits would run in parallel with average separations of 10m between each circuits, the estimated peak magnetic field strength is estimated to be 103.3µT. The reference level of 100µT would therefore be exceeded. The areas of exceedance would fall within 0.4m of the central cable circuit, and within 0.2m of each of the two peripheral cable circuits. As the shared CRC would be built no less than 25m from residential or business premises, the exposure levels at the closest receptors would be within acceptable levels. Adverse effects on public health are therefore not predicted [\[APP-059\]](#).
- 3.11.44. It is possible that members of the public could be exposed to the estimated peak magnetic field strength of 103.3µT where PRoW cross over the three 400kV circuits running in parallel in the shared CRC. However, due to the transient nature of PRoW use, members of the public would not be anticipated to remain in the locations where the reference level would be reached for significant amounts of time. As such the Applicant concluded that this does not require any further level of investigation.
- 3.11.45. An affected person (AP), Neil Elliott raised concerns about their EMF sensitivity (at [\[RR-289\]](#) and [\[AS-063\]](#)). In specific response to the circumstances of this AP, the Applicant set out that an EMF assessment had been undertaken, concluding that the electrical equipment would not generate high enough EMF to require further investigation work or mitigation.

ExA's reasoning: Physical health concerns

- 3.11.46. Levels of electromagnetic radiation are all predicted to be well below ICNIRP reference levels in relation to all residential receptors. Due to the transient nature of PRoW use, members of the public would not be anticipated to remain in the locations where the reference level would be reached for significant amounts of time. The public would not be exposed to long-term, low EMFs or above reference levels of high EMFs. In this regard the ExA is satisfied that the requirements of 2011 NPS EN-5 would be met.

CONCLUSIONS

- 3.11.47. With regard to the assessment of health impacts overall, the ExA is satisfied that the scope and methodology of the human health and wellbeing assessment undertaken has sufficiently addressed the potential for health and wellbeing impacts. This has recognised the breadth and cross-cutting nature of environmental matters relevant to a comprehensive consideration of direct and indirect effects on health and wellbeing. The absence of an HIA does not, in the ExA's view, result in a deficient assessment of health impacts within the ES.
- 3.11.48. The ExA has acknowledged the extent of concerns relating to community mental health and wellbeing. In this regard, whilst a specific assessment of mental health and wellbeing impacts has not been undertaken, the ExA is satisfied that the ES has recognised the breadth of contributory factors and that opportunities to mitigate direct and indirect impacts have been considered and identified.
- 3.11.49. The public would not be exposed to long-term, low EMFs or above reference levels of high EMFs. In this regard the requirements of 2011 NPS EN-5 would be met.

- 3.11.50. In terms of human health and wellbeing effects overall, the ExA has noted that when the Proposed Development is considered both alone and cumulatively, there would be residual moderate adverse effects in relation to long distance recreational routes for the construction phase. On this point the ExA is satisfied that, with the operation of the various management plans dealing with the maintenance of access to PRoW (as discussed in Section 3.6 and 3.13), any adverse effects on accessibility would be temporary and mitigated. This includes through measures secured by Requirement 18 (public rights of way). This therefore would not weigh negatively in the balance in relation to health impacts.
- 3.11.51. Overall therefore, the ExA concludes that the Applicant's consideration of health impacts is consistent with the advice in the NPS. This matter is therefore a neutral consideration in the planning balance, weighing neither for or against the proposed development.

3.12. WATER AND FLOODING

INTRODUCTION

- 3.12.1. The main issues raised in the Examination relating to potential adverse effects on the water environment related to the following:
- The adequacy of the flood risk assessment (FRA), including flood storage calculations, surface water runoff, the extension to a 60-year operational life, and the effects on operations during a flooding event;
 - Mitigation, including the use of sustainable drainage systems (SuDS);
 - Water quality and the water framework directive (WFD); and
 - Other matters including the impact on the gypsy and traveller site near Saxilby.
- 3.12.2. Matters such as the effect on water biodiversity and ecology are more fully considered in section 3.5 and [Chapter 4](#).

POLICY CONSIDERATIONS

- 3.12.3. Paragraph 5.7.3 of 2011 NPS EN-1 requires that development and flood risk from all sources is taken into account at all stages in the planning process to avoid inappropriate development in areas at risk of flooding. It directs development away from areas at highest risk. Where new energy infrastructure is, exceptionally, necessary in such areas, it should not increase flood risk elsewhere. Where possible it should reduce flood risk overall. An FRA should set out the flood risk considerations. Paragraph 5.7.5 of 2011 NPS EN-1 provides the minimum requirements for FRA.
- 3.12.4. Paragraph 5.15.2 requires that where a proposal is likely to have effects on the water environment, the applicant should undertake an assessment of the existing status of, and impacts of the proposed project on, water quality, water resources and the physical characteristics. Paragraph 5.15.5 notes that impacts on the water environment will generally be given more weight where a project would have an adverse effect on the achievement of the environmental objectives established under the WFD.
- 3.12.5. Section 2.4 of 2011 NPS EN-5 provides guidance on climate change adaptation. Applicants should set out to what extent a proposed development is expected to be vulnerable, and how it would be resilient from flooding as climate change occurs.

This is particularly important for substations that are vital for the electricity transmission and distribution network, and earth movement as a result of flooding or drought where underground cables are required.

- 3.12.6. 2024 NPS EN-1 provides similar advice as to that in 2011 NPS EN-1, whilst 2024 NPS EN-3 specifically addresses flood risk from solar development. Paragraph 2.4.11 of 2024 NPS EN-3 identifies that solar PV sites may be proposed in low lying exposed sites. Applicants are required to consider increased risk of flooding and the impact of higher temperatures.
- 3.12.7. The NPPF seeks to avoid inappropriate development in areas at risk of flooding. Where it is necessary to locate development in areas liable to flood, it should be made resilient for its lifetime, and should not increase the flood risk elsewhere. Paragraphs 167 to 173 of the NPPF provide national policy regarding the application of the sequential and exception tests, and flood risk vulnerability classification. These NPPF tests are also within section 5.8 of 2024 NPS EN-1.
- 3.12.8. The PPG: Flood Risk and Coastal Change defines flood risk and sets out the main steps in assessing flood risk and making proposed development safe for its lifetime. It clarifies that the exception test is not required for essential infrastructure in Flood Zone 1 and Flood Zone 2.
- 3.12.9. Policy S20 of the CLLP requires design proposals to be adaptable to future social, economic, technological and environmental requirements in the long term. Developments must allow for future adaptation and be resilient to flood risk, from all forms of flooding. Proposed Developments should not have an unacceptable impact on existing foul and surface water drainage infrastructure.

THE APPLICANT'S APPROACH

Introduction

- 3.12.10. ES Chapter 10: Hydrology, Flood Risk and Drainage [[APP-048](#)] provides the Applicant's assessment of likely significant effects on water resources and ground conditions within the Order Limits and a wider catchment area. This is supported by a number of appendices and documents including the following:
- Appendix 10.1 Flood Risk Assessment and Drainage Strategy Report (FRDS) [[APP-089](#)]
 - Appendix 10.2 FRA DS Cable Route [[APP-090](#)]
 - Appendix 10.3 FRA DS WB1 [[APP-091](#)]
 - Appendix 10.4 FRA DS WB2 [[APP-092](#)]
 - Appendix 10.5 FRA DS WB3 [[APP-093](#)]
 - Appendix 10.6 FRA Sequential and Exception Test [[APP-094](#)]
 - Water Framework Directive Assessment [[REP1-040](#)] (revision A submitted at DL1)
 - Addendum Chapter 10 (Hydrology, Flood Risk and Drainage) [[REP1-073](#)]
 - ES Chapter 11: Ground Conditions and Contamination [[APP-049](#)].
- 3.12.11. The FRDS [[APP-089](#)] contains the FRA. It assesses the potential flood risk and the impact of the Proposed Development on flood risk elsewhere, as well as mitigation measures. A Drainage Strategy is included which identifies water management measures, including Sustainable Drainage Systems (SuDS), to provide surface water runoff reduction and treatment. The WFD Assessment [[REP1-040](#)] assesses the impacts associated with the Proposed Development against the WFD parameters.

Flood zone status

3.12.12. Flood Zone 1 (low risk) comprises the majority of the Order Limit land. Parts of each of WB1, WB2 and WB3 fall within Zones 2 (medium risk) and Flood Zone 3 (high risk). Figure 20 below shows the Environment Agency’s (EA) Flood Map for Planning submitted as part of the Applicant’s FRA. It illustrates the flood zone status of land in which WB1, WB2, WB3 and the CRC are proposed.

Figure 20: Flood Map for Planning showing WB1, WB2, WB3 and CRC²⁴

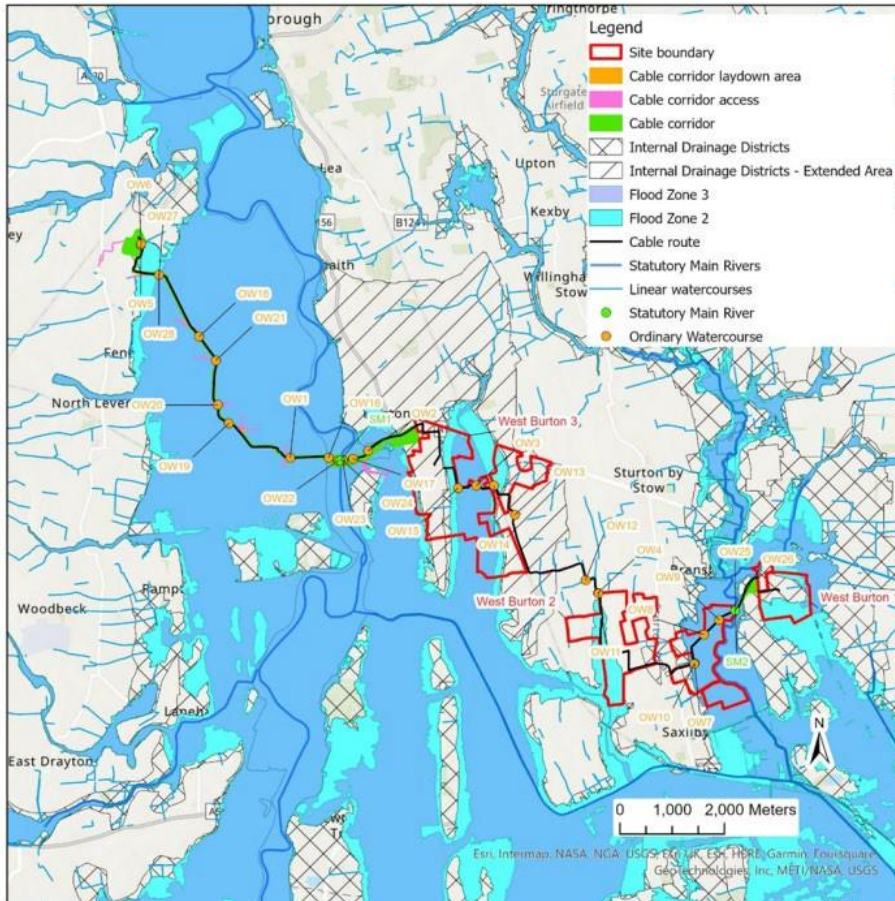


Figure 1: EA’s Flood Map for Planning

3.12.13. The land within the Order Limits cover six WFD surface water bodies separated over two river basin districts, two management catchments and two operational catchments. The WFD water bodies and operational catchments are set out in Table 1 of the WFD Assessment [REP1-040].

Relevant policy tests: sequential and exception tests

3.12.14. Section 3 of Appendix 10.6 FRA sets out the sequential and exception tests undertaken [APP-094]. Within a 15km radius of the PoC at West Burton Power Station it identified four alternative potential development areas (PDAs). Sequentially, the proposed sites performed better than each PDA based on flood zone status, site selection criteria and proximity to PoC.

²⁴ Source: Environmental Statement - Appendix 10.2 [APP-090]

- 3.12.15. Assessed against paragraph 5.7.16 of 2011 NPS EN-1 and the NPPF, wider sustainability benefits to the community were identified which outweigh the flood risk. The Proposed Development has also been subject to a detailed iterative design process which has resulted in embedded mitigation measures considered to result in a negligible flood risk.

Mitigation

- 3.12.16. ES Chapter 10 [[APP-048](#)] at Section 10.7 sets out the embedded mitigation measures identified and incorporated into the design. These include:
- 98.81 hectares of habitat management areas within areas of Flood Zone 3 within WB2 to the west of the River Till;
 - Generating stations arranged to avoid being located within much of Flood Zone 2 and 3 areas;
 - During construction, a dedicated flood warden;
 - Critical infrastructure sequentially located;
 - Eight metre easements around all watercourses, and nine metres from internal drainage board (IDB) assets;
 - Retention of existing access tracks, where possible, to limit the requirement to develop new access which can disturb soils and lead to compaction; and,
 - The oCEMP [[REP6-021](#)] which sets out water management measures to control surface water runoff and to drain hard standing and other structures during the construction, operation and decommissioning of the Proposed Development.
- 3.12.17. Embedded mitigation has been designed in, for example in the location of critical infrastructure. The majority of CUs have been located within Flood Zone 1 but where not feasible, they are proposed to be raised 0.6 m above the 0.1% Annual Exceedance Probability (AEP) + Climate Change (CC) (AEP +CC) flood level, or as high as practicable. Tracker panel units would be mounted on raised frames usually raised a minimum of 0.4m and therefore above surrounding ground levels.
- 3.12.18. Additional embedded mitigation is set out in ES Addendum Chapter 10 Hydrology, Flood Risk and Drainage [[REP1-073](#)], submitted at DL1. This provided indicative site layouts for WB1, WB2 and WB3 and confirmation of FRA3 methodology. The methodology known as FRA3 is used where services cross below the bed of a main river, and do not involve an open cut technique. It allows an exemption from EA permits subject to certain conditions and ensures further embedded mitigation measures.

Residual effects

- 3.12.19. Overall, when mitigation measures are implemented, no adverse residual significant effects are predicted by the Applicant across all phases of the Proposed Development.

Cumulative effects

- 3.12.20. ES Chapter 10 [[APP-048](#)] considers cumulative effects with the Cottam Solar Project, Gate Burton Solar Energy Park and Tillbridge Solar Park. It recognises the potential for short term, temporary construction related pollutants from the proposed developments to impact on watercourses. It concludes that through standard and good practice mitigation on construction sites, the cumulative risk can be effectively managed.

- 3.12.21. With the embedded design measures described, all identified potential effects have been assessed as being of negligible significance. The cumulative effects are therefore not considered significant.

ISSUES CONSIDERED DURING THE EXAMINATION

THE ADEQUACY OF THE FLOOD RISK ASSESSMENT

Recent flooding events

- 3.12.22. Amongst other IPs, P A Mitchell [[REP3-053](#) [REP3-054](#)] submitted photographic evidence of several recent flooding events. 7000 Acres also referred to storm related flooding in 2019 and 2023 [[REP3-049](#)] [[REP1A-016](#)].
- 3.12.23. The Applicant acknowledged that climate change would bring increased severity and frequency of storms. That said, the Proposed Development would not cause a detrimental impact in comparison with the undeveloped state [[REP3-038](#)]. LCC as the Lead Local Flood Authority considers that the impact on flood risk would be neutral [[REP1A-002](#)].

Flood storage calculations

- 3.12.24. The EA queried the flood storage calculations of the cumulative loss of floodplain volume. Specifically, there should be consideration and calculation of the cumulative loss of floodplain volume from posts supporting the PV panels [[RR-090](#)]. At DL1 and DL3 the Applicant provided additional calculations showing a minute volume displacement [[REP1-050](#)] [[REP3-034](#)]. The calculations allow for a +/- 10% variance to account for the detailed design process. The potential floodplain volume displacement was provided by the Applicant using the EA's available modelled return periods. In the ExA's view this demonstrates that displaced flood volume would be negligible and would not detrimentally impact flood levels elsewhere. The submitted calculations were subsequently agreed to the EA's satisfaction in the SoCG [[REP6-040](#)].

Surface Water Runoff

- 3.12.25. 7000 Acres highlighted concerns that solar panels would channel surface water runoff and that the channelling effect would not allow sufficient time for infiltration. Under storm conditions, the combination of PV panels and saturated soil would result in excess water running over the ground surface and into the dykes [[REP1A-016](#)] [[REP3-049](#)].
- 3.12.26. The Applicant's response to concerns about water 'sheeting' off a solar array was that this is a misconception arising from simplified application drawings which appear to show a solid façade. The arrangement of the proposed arrays would intercept precipitation over 25% to 40% of the surface of the site. A typical solar array has gaps between each panel allowing surface water to fall off in many locations on to fully vegetated ground beneath [[REP4-066](#)].
- 3.12.27. ES Chapter 10 [[APP-048](#)] refers to provision being made for suitable planting to strengthen the underlying ground cover. The Proposed Development is therefore unlikely to generate surface water runoff rates beyond the baseline scenario. Where hardstanding proposals are required such as around BESS, SuDS would be designed in an attempt to mimic the existing surface water runoff regime [[REP3-038](#)].

60 year operational period

- 3.12.28. Concerns were raised by IPs at ISH1 and elsewhere regarding the long term consequences of climate change and the effects of the proposed 60 year operational period [[REP1-052](#) [REP3-049](#), [REP3-053](#)]. The Applicant's FRDS [[APP-089](#)] is based on an assumed operational period of 40 years. It refers to EA data and mapping considering peak river flow and peak rainfall intensity to the 2050s selected on the basis of a 40 year operational phase.
- 3.12.29. The ExA notes that at DL1 the Applicant submitted a document setting out a review of likely significant effects at 60 years [[REP1-060](#)]. This review of the increase from a 40 to 60 year operational period concluded that it is likely that updated modelling would show an increase in flood extents and depths. As such, any areas already shown to be at risk may need to be altered to ensure that flood storage and conveyance is maintained for all main rivers. This would require further modelling.
- 3.12.30. In response to the implications of this point, the Applicant inserted a new provision relating to long term flood risk mitigation into the dDCO at Revision E [[REP4-024](#)]. In this regard, Requirement 22 of Schedule 2 provides that no part of the Proposed Development may commence until an updated FRA for 60 years is submitted to and approved by the EA. The updated FRA would ensure that appropriate mitigation is in place, taking into account climate change allowances up to the 2080s epoch. The drafting of Requirement 22 was agreed with the EA in the SoCG [[REP6-040](#)].
- 3.12.31. However, on further consideration of this matter, the ExA's view is that, as currently drafted, Requirement 22 does not make provision for the implications of the long-term flood risk identified in the updated FRA to inform detailed siting and design matters. The implications for the drafting of Requirement 22 are considered further in [Chapter 7](#).

Isolation and operationality in flooding event

- 3.12.32. 7000 Acres sought clarification as to the containment of transformer insulating oil in the event of extreme flooding. Additionally, they sought further information on what safety measures would be in place to prevent injury to operational staff isolating electrical equipment in floodwater, and on how emergency services may access locations during flooding events [[REP3-049](#)].
- 3.12.33. In response the Applicant set out that, where sensitive electrical equipment such as CUs have been proposed, structures are sequentially located outside of the 0.1% AEP + CC extent and/or the 0.1% Annual Probability Surface Water proxy extent. Where this is not possible, the sensitive equipment would be raised 0.6 m above the 0.1% AEP + CC flood level [[REP4-066](#)].
- 3.12.34. The Proposed Development has also included flood resilience considerations in line with best practice guidance. Transformers in the substations would be situated outside of flood zones and would therefore not be submerged in a flooding event. The medium voltage CUs would have an oil cooling system circuit which would be completely sealed [[REP4-066](#)]. On this basis the ExA is satisfied that equipment containing oil would not be submerged in flood water. Electrical equipment could be isolated remotely, avoiding the need for any operational staff to enter the floodwater. The ability to remotely control the infrastructure would also mean that no emergency service access to the sites would be required in the event of flooding [[REP3-038](#)].

ExA's reasoning: Adequacy of the FRA

- 3.12.35. The ExA considers that the Applicant has accounted for the impacts of climate change on flood risk based on the available data. The submission of a revised FRA

prior to development commencing, to cover the 60-year operational period, would use up-to-date data at that point. It is likely therefore to be the best available, and the most appropriate means of providing the assessment. Requirement 22 of the DCO would secure the updated FRA. However, as noted, the ExA is conscious that the updated FRA is also required to inform the discharge of other Requirements secured in the DCO, a matter addressed further in [Chapter 7](#).

- 3.12.36. The EA agreed in the SoCG that runoff rates would unlikely be beyond the baseline scenario. The Applicant has also given adequate consideration to the operability of the Proposed Development during a flooding event, with appropriate mitigation embedded.

MITIGATION, INCLUDING USE OF SUDS

Adequacy of Mitigation

- 3.12.37. The overall adequacy of mitigation measures were considered, in addition to mitigation through SuDS. 7000 Acres stated that no amount of mitigation would equal that already provided by the soil itself and the existing drainage systems [\[REP1A-016\]](#). ExQ1 1.15.16 [\[PD-009\]](#) requested further information on the balance of mitigation secured by design, and that secured through the DCO requirements. IPs requested further information on mitigation measures, including questioning how contamination would be prevented from entering surrounding infiltration trenches [\[REP3-049\]](#).
- 3.12.38. In response to 7000 Acres concerns, the Applicant set out that the Proposed Development would not contribute to an exacerbation of flooding in the area and these concerns would be adequately mitigated in the oCEMP [\[REP4-066\]](#) [\[REP6-021\]](#). In response to ExQ1 1.15.16 the Applicant confirmed that the drainage strategy and design would be developed during the detailed design process. Written details of the surface water drainage scheme and any foul water drainage system would be submitted to and approved by the relevant planning authority [\[REP3-038\]](#).
- 3.12.39. Both the signed SoCG between LCC and the Applicant, and that between the Applicant and the EA, confirmed that agreement had been reached relating to all matters associated with hydrology, flood risk and drainage. This includes methodology and mitigation [\[REP7-010\]](#) [\[REP6-040\]](#). Mitigation would be secured through Requirement 11 (surface and foul water drainage) of Schedule 2 of the DCO, which would need to be approved by the relevant planning authority.

Sustainable Drainage Systems

- 3.12.40. LCC, as the lead Local Flood Authority, concluded that surface water flood risk is appropriately addressed. Suitable mitigation measures are proposed in the oCEMP [\[REP6-021\]](#), and a surface water drainage strategy would be the subject of Schedule 2, Requirement 11 of the dDCO. The dDCO also requires detailed design approval of access, parking, construction traffic management and drainage to be approved by the relevant planning authority prior to commencement. As such, surface water flood risk is an agreed matter with LCC in the final SoCG [\[REP7-010\]](#).
- 3.12.41. IPs, however, expressed concerns that surface water drainage analysis is based on infiltration of land in its current condition. They considered that the current condition would be altered as a result of accelerated surface water runoff and reduced infiltration [\[REP1A-025\]](#) [\[REP1A-016\]](#). The Applicant responded that through design and mitigation, the existing surface water runoff regime would be mimicked [\[REP3-038\]](#). The underlying soil type and top cover would be able to control water. It would

not impact on the River Till or its tributaries as runoff into these watercourses would not be expected to increase. Flood storage areas are not therefore proposed. The mitigation is set out in Table 3.4 of the oCEMP [REP6-021], which would be secured by Schedule 2, Requirement 13 of the dDCO [REP7-002].

ExA's reasoning: Mitigation including SuDs

- 3.12.42. Overall the ExA's view is that, in the absence of evidence to the contrary, the Applicants approach to the mitigating effects on the water environment is reasonable. The ExA is satisfied that by incorporating the mitigation measures set out in ES Chapter 10 [APP-048] and the oCEMP [REP6-021], including the use of SuDS, there would not be an unacceptable impact on drainage from surface water runoff. Furthermore, Requirement 11 (surface and foul water drainage) of Schedule 2 would require written details of the drainage scheme prior to commencement.

WATER FRAMEWORK DIRECTIVE AND WATER QUALITY

- 3.12.43. In relation to the WFD, the EA submitted comments in its RR requiring more information on remedial actions for filamentous algae in ditches [RR-090]. The Applicant responded enhancement of ditches and watercourses were being investigated and would be incorporated into a revised oLEMP. The resulting changes include a commitment to an ecologically sensitive approach to ditch management secured within the oLEMP. This would be secured by Requirement 7 of Schedule 2 of the DCO [REP6-025]. All matters were subsequently agreed with the EA [REP6-040].
- 3.12.44. The Witham and Humber Internal Drainage Board (WHIDB) submitted a RR, suggesting that they had comments pertaining to watercourses within the Upper Witham IDB district [RR-351]. The Applicant responded that it was committed to entering a SoCG with Upper Witham IDB [REP1-050]. An Additional Submission dated 5 September 2023 from Trent Valley IDB (TVIDB) confirmed their interest in the NSIP and provided necessary data to consultants acting on behalf of the Applicant [AS-010]. This included details of the TVIDB's requirements for works undertaken in proximity to their maintained watercourses.
- 3.12.45. The ExA sought information specifically from the IDBs at ExQ1 1.2.24 and 1.15.10 [PD-009] relating to flooding and drainage issues, in addition to other questions on related topics. No further responses were submitted and no SoCGs were concluded with either the TVIDB or the WHIDB.
- 3.12.46. WLDC raised concerns relating to potential negative impacts on aquatic invertebrates associated with the rivers Till and Trent [REP1A-006]. The final version of the oCEMP [REP6-021] would contain a Water Management Plan. This would set out details of the pre-construction, operational and post-construction water quality monitoring based on a combination of observations and reviews of the EA's automatic water quality monitoring network. Additionally, an ECoW would oversee the management of surface water management further reducing the risk to water quality.

ExA's reasoning: Water quality WFD

- 3.12.47. The ExA notes that in the signed SoCG between the Applicant and the EA, matters relating to mitigation to address flooding and surface water runoff were all agreed. The ExA is satisfied that the WFD Assessment is appropriate and that no material harm would arise following implementation of appropriate mitigation.

OTHER MATTERS

Potential effects of flooding on gypsy and traveller site

- 3.12.48. 7000 Acres identified a gypsy and traveller site in the vicinity of the Order Limits [\[REP3-049\]](#). They expressed concerns relating to and increased flood risk for this site. In response to ExQ2 2.6.6 [\[PD-014\]](#), and in questions at ISH4, the Applicant confirmed that the gypsy and traveller site at Odder, near Saxilby, would not be anticipated to experience any greater level of flood risk as a result of the Proposed Development [\[REP5-039\]](#). There would therefore be no disproportionately greater risk to this community than to any other community group. In this regard no infringement of their human rights would be anticipated. The Applicant also reported that no land currently in use for gypsy and traveller sites is included in the Order Limits.
- 3.12.49. The Applicant also referred to the fact that appropriate measures were made to ensure hard-to-reach groups, such as gypsy and traveller communities, were suitably included in the consultation process for the Proposed Development. Further, the EA has agreed with the methodology and conclusions of the FRA, as set out in the SoCG [\[REP6-040\]](#). This specific matter was not raised by Host Authorities during the Examination.

ExA's reasoning: Potential effects of flooding on gypsy and traveller site

- 3.12.50. Overall, the ExA is satisfied that there is no evidence to suggest that gypsy and traveller groups would be disproportionately affected by the Proposed Development, nor that there would be any interference in human rights, or that matters relating to obligations under the Equality Act 2010 would be engaged.

CONCLUSIONS

- 3.12.51. The ExA is satisfied that the sequential and related exception test requirements have been met, and that the requirements set out in 2011 NPS EN-1 and 2024 NPS EN-1 in this regard have been addressed. The Applicant has adequately considered alternative sites, none of which could be considered as reasonably available.
- 3.12.52. With regard to river flooding and surface water runoff, the ExA is content that the mitigation proposed would adequately deal with the impacts. This covers all phases of development. The same conclusion is drawn in relation to cumulative impacts. In reaching this conclusion the ExA has considered the relevance of 2024 NPS EN-3 paragraph 2.4.11 which identifies that solar PV sites may be proposed in low lying exposed sites.
- 3.12.53. A revised FRA covering the 60 year operational period would be secured at Schedule 2, Requirement 22 of the DCO. This would ensure that predicted flood levels for the lifetime of the Proposed Development have been considered fully. Additional DCO Requirements which could be impacted by flood risk, and therefore need to take account of the revised FRA, are discussed further in [Chapter 7](#).
- 3.12.54. In reaching these conclusions the ExA has considered the concerns expressed by IPs about existing flooding issues in this area. However, there is no evidence before the ExA to indicate that the Proposed Development with its associated mitigation measures would exacerbate this situation.
- 3.12.55. The ExA is satisfied that matters relating to cumulative mitigation measures have been satisfactorily addressed. The range of mitigation measures, including

maintenance buffers to watercourses and main rivers are acceptable. By the end of the Examination, no matters of dispute regarding cumulative impacts remained. Chapter 10 of the ES sets out the embedded mitigation relating to flood risk and drainage matters. Further mitigation would be secured through the following Requirements within the dDCO:

- Requirement 5 (detailed design approval);
- Requirement 11 (surface and foul water drainage);
- Requirement 13 (construction environmental management plan);
- Requirement 14 (operational environmental management plan); and
- Requirement 22 (long term flood risk mitigation).

- 3.12.56. An appropriate WFD Assessment has been prepared. The ExA is satisfied that the effect of the Proposed Development on WFD waterbodies would not be unacceptable.
- 3.12.57. The ExA is also satisfied that there is no evidence to suggest that gypsy and traveller groups would be disproportionately affected by the Proposed Development.
- 3.12.58. Overall, the ExA considers that the Applicant has satisfactorily assessed flood risk and drainage, and on the water environment more generally, to indicate that the Proposed Development would not give rise to significant effects. The ExA is satisfied that the Proposed Development would meet the requirements of 2011 NPS EN-1, 2011 NPS EN-5, 2024 NPS EN-1, 2024 NPS EN-3, the NPPF, the PPG and development plan policy. For these reasons, water and flooding matters are weighted as neutral in the planning balance.

3.13. SOCIO-ECONOMIC, TOURISM AND RECREATION EFFECTS

INTRODUCTION

- 3.13.1. The main issues raised in the Examination related to the following:
- The socio-economic effects relating to employment, loss of skills and supply chain;
 - The impact on local tourism, local business and recreational routes;
 - Accommodation for construction workers; and,
 - The Local Impact Area (LIA) and its composition.

POLICY CONSIDERATIONS

- 3.13.2. Section 5.12 of 2011 NPS EN-1 addresses socio-economic impacts of proposed developments. It states that all relevant socio-economic impacts of a proposed development should be considered including:
- job creation and training opportunities;
 - provision of additional local services and improvement to infrastructure;
 - effects on tourism;
 - changes in employment level and influx over the lifetime of the proposal; and
 - cumulative effects.
- 3.13.3. Paragraph 5.12.8 recognises that proposed positive provisions, where relevant, should be considered in relation to impacts. PRoW, National Trails and other rights of access to land are also considered to be important recreational facilities for

example for walkers, cyclists and horse riders. Similar considerations are set out in 2024 NPS EN-1.

- 3.13.4. 2024 NPS EN-3 notes that proposed solar developments may affect local footpath networks and PRoW. Where practicable and safe, it states that applicants should keep all PRoW open during construction and to protect users where a public right of way borders or crosses the site.
- 3.13.5. The NPPF requires significant weight to be placed on support for economic growth and productivity. Planning decisions should enable sustainable growth and expansion of all types of business in rural areas, and secure developments that will improve the economic, social and environmental conditions of the area. It also recognises the importance of safe and accessible green infrastructure, and the need to protect, enhance or add to PRoW and access.
- 3.13.6. CLLP Policy S5 supports agricultural and farm-based diversification. Other policies support tourism and recreational facilities where certain criteria are met and seek to protect maintain and improve existing cycling and walking infrastructure. West Lindsey is located within the Greater Lincolnshire Local Enterprise Partnership (GLLEP) representing approximately 30% of the GLLEP population, employment and business base. The draft Local Industrial Strategy (LIS) highlights the importance the comprehensive agri-food sector, and the visitor economy as important components of the local and regional economy.

THE APPLICANT'S APPROACH

Introduction

- 3.13.7. ES Chapter 18: Socio-Economics and Tourism and Recreation [[APP-056](#)] sets out the Applicant's approach to these matters. In addition, the Applicant submitted the following supporting information and appendices to accompany the application:
- an Outline Skills Supply Chain and Employment Plan (oSSCEP) [[REP6-027](#)]
 - Appendix 14.3 Public Rights of Way Management Plan (oPRoWMP) [[REP5-018](#)].
- 3.13.8. As set out in ES Chapter 18 [[APP-056](#)] the Applicant considers effects arising as a result of the Proposed Development, in relation to the following:
- Demography;
 - Socio economic factors;
 - Population skill level and qualification attainment;
 - Indices of deprivation;
 - Economic activity and performance;
 - Business profiles, sector shares and classification;
 - Tourism as an economic sector; and
 - Accessibility to and desirability of tourism and recreational facilities.
- 3.13.9. The LIA comprises Bassetlaw District Council (BDC) and West Lindsey District Council (WLDC) areas and has a population of 212,957 as at 2021. The Regional Impact Area comprises the entirety of the East Midlands.

Baseline

- 3.13.10. The LIA has an older age profile than regionally. Unemployment has fluctuated broadly in line with national trends. The working population of the LIA in 2021 was

approximately 82,025. The combined LIA population is more likely to be deprived of access to employment than other areas.

3.13.11. For the purposes of tourism, the LIA has been assessed within the wider context of the Nottinghamshire and Greater Lincolnshire strategic tourism areas. There are a number of tourist attractions within the LIA. Total expenditure from both domestic and international visitors in the LIA was estimated to be £24 million in 2019.

3.13.12. PRoW providing important local recreational walking and cycling routes between villages, and surrounding areas have been identified. A number of long-distance recreational walking and cycling routes are of regional or national importance. The local PRoW network is listed in Table 18.9 of ES Chapter 18 [APP-056]. Navigable waterways are also proximate to the Proposed Development such as the River Trent and the Fossdyke Navigation Canal. Other recreational facilities nearby include fishing lakes, and other formal and informal recreational facilities.

Mitigation

3.13.13. Mitigation is identified in various management plans for each phase of the Proposed Development. In addition, the solar PV panel arrays and supporting infrastructure have been designed to minimise adverse impacts.

3.13.14. Measures in the oCTMP [REP7-005] limit construction impacts on socio-economic receptors such as construction worker and construction traffic movements, and temporary accommodation demand. The oCEMP [REP6-021] measures seek to mitigate visual impacts from construction operations, lighting, and the location of construction equipment. These are considered to have a secondary benefit to the tourism economy through reducing the level of impact on the desirability of the LIA [REP6-021].

3.13.15. Part of the role of the oSSCEP [REP6-027] is to support agricultural workers impacted by the Proposed Development. A significant beneficial effect reported in ES Chapter 18 [APP-056] would be the support provided to education and skills attainment in fields such as construction, engineering, and energy technology. The Applicant states that the effects on economic prosperity and resident and workplace population incomes would also be significantly beneficial.

3.13.16. ES Chapter 18 [APP-056] considers recreational receptors as being principally those relating to PRoW. Mitigation for impacts on PRoW would be provided through the oPRoWMP [REP5-018]. Recreational routes would largely be kept open during construction with conflict points overseen by spotters or banksmen for HGVs. Where closures are necessary, they would be temporary, with an appropriate amount of notice, and also suitable and signed diversions.

3.13.17. Adjacent to Sykes Lane, the Application proposes a new semi-accessible habitat management area for public recreational use and learning. A permissive path has also been proposed within WB2 near Saxilby to provide an alternative circular walking route. This would aim to improve recreational walking and health and wellbeing in the long-term.

3.13.18. At the decommissioning phase, ES Chapter 18 [APP-056] notes that impacts to socio-economic, tourism and recreation receptors would be of a similar magnitude to those experienced during construction. Due to uncertainty of future baseline conditions, the assessment concludes that a detailed assessment on the anticipated effects cannot be reliably made, but that mitigation would still be secured. The oDS

[[REP6-023](#)] contains measures to address adverse effects on recreational walking and cycling routes and on views and use, including consideration of in-combination effects with landscape and heritage impacts. The oLEMP [[REP6-025](#)] would also be implemented to mitigate effects from decommissioning works. Mitigation for the effect of the termination of energy employment would be through reskilling and retraining secured through the oDS and oSSCEP [[REP6-027](#)].

Residual effects

- 3.13.19. The beneficial effects during the construction period include the demand for temporary accommodation units and changes in overall employment opportunities, and sector-based skills training and qualification opportunities within the LIA. These are reported as medium-term temporary and major-moderate beneficial.
- 3.13.20. Moderate adverse significant effects would occur during construction. In relation to local tourist attractions in terms of landscape impacts, a moderate adverse residual effect is predicted. Also, there would be a short to medium-term temporary moderate adverse effects on a long distance recreation route, The Trent Valley Way. In addition, a moderate adverse effect is predicted on national byways as a result of the temporary closure due to cable burying. All significant effects are summarised in ES Chapter 23 [[REP3-010](#)].

Cumulative effects

- 3.13.21. Table 18.24 of ES Chapter 18 [[APP-056](#)] sets out the cumulative proposals assessed. It identifies beneficial effects related to employment opportunities, economic impacts, accommodation and skills training during the construction, operational and decommissioning phases. Adverse effects have been identified including impacts on local tourist attractions (landscape) and long-distance recreation routes (Trent Valley Way) during construction. Energy sector employment in the LIA during the operational and decommissioning phases are also reported as cumulative adverse impacts. Tables 18.28 and 18.29 of ES Chapter 18 detail the cumulative residual effects.

ISSUES CONSIDERED DURING THE EXAMINATION

EMPLOYMENT AND SKILLS - EFFECTS RELATING TO EMPLOYMENT, LOSS OF SKILLS AND SUPPLY CHAIN

- 3.13.22. As set out in their LIR, LCC [[REP1A-002](#)] recognises that solar energy development can provide economic diversification for farmers and landowners and support local employment opportunities. LCC also raised concerns relating to BMV and agriculture related employment, which are addressed in Section 3.7 of this Report. WLDC's LIR set out the importance of the agri-food sector to the economy. They questioned whether the impacts on long-term indirect agricultural job losses had been considered accurately. With a prolonged period of absence from agricultural activity, WLDC felt that skills could be lost forever [[REP1A-004](#)] [[REP1A-006](#)].
- 3.13.23. 7000 Acres, amongst other IPs, set out concerns that the likely impact arising from the loss of agricultural land was understated. They considered the assessment lacked transparency in accounting for jobs lost, as well as the nature of jobs created. Some IPs referred to a net reduction in employment. [[REP1A-015](#)] [[REP1A-018](#)] [[REP1A-024](#)] [[REP1-086](#)] [[REP1-096](#)].
- 3.13.24. The Applicant responded that the Proposed Development would cause the loss of approximately 13 full time equivalent (FTE) agricultural sector jobs. This would

affect approximately 0.3% of the agricultural sector employment in the LIA and would result in a low level of impact. Cumulatively, the losses to the agricultural sector identified a total of 38 FTE agricultural jobs lost (paragraph 18.10.10 of ES Chapter 18 [APP-056]). These are reported to be worst-case scenario job losses over the lifetime of each project [REP3-034 REP3-035].

- 3.13.25. At DL1, the Applicant confirmed the anticipated direct, indirect, and induced employment and economic benefits to the LIA and Regional Impact Area have been included in the assessment. The net job creation by phase for the LIA was reported as: construction: +432 FTE jobs; operation: -2 FTE jobs; decommissioning: +324 FTE jobs [REP3-036].
- 3.13.26. WLDC considered that there was a lack of mitigation to demonstrate how socio-economic impacts from construction activity would be managed both on its own, and cumulatively. Specifically, WLDC requested clarity on likely displacement of construction workers [REP7-014]. The Applicant responded that displacement is assumed to be low. During construction there would be an anticipated displacement factor of 25%. Table 18.10 of ES Chapter 18 [APP-056] demonstrates that a 296 FTE construction workforce would displace 74 FTE existing construction jobs, of which 47 FTE jobs would be anticipated to be displaced within the LIA. The Applicant stated that this low displacement gives confidence that the measures set out in the oCEMP [REP6-021] and oSSCEP [REP6-027] would provide suitable mitigation and enhancement measures for socio-economic impacts during construction [REP7-014].
- 3.13.27. In the final SoCG between WLDC and the Applicant, WLDC also commented that there is no assessment of the wider impacts on the supply-chain within the agricultural sector [REP7-014]. The Applicant notes ES has assessed the level of impact on the agricultural economy and employment sector both as the Proposed Development alone and cumulatively. The projected loss of 38 FTE jobs is a peak loss of approximately £1.9 million per annum by 2026. This equates to approximately 0.7% of the grouped sector economy in the LIA [APP-056].

ExA's reasoning: socio-economic effects relating to employment, loss of skills and supply chain

- 3.13.28. The loss of agricultural jobs is not disputed by the Applicant. Given the relatively small number of FTE involved, the loss would be of low in impact. There would also be consequential impacts on suppliers and the agri-food sector. However, there would also be beneficial effects on employment and the local and wider economy. The construction impact is estimated to have a further Gross Value Added (GVA) of £18.8 million per annum through supply chains, local manufacturing, and induced benefits through additional spending by workers and their families in the local economy. These benefits point to an overall low impact. The ExA is satisfied that the detailed mitigation measures to be implemented would reduce the risk to construction activity and job displacement.
- 3.13.29. The ExA concurs that wider impacts on the supply-chain within the agricultural sector is a long-term minor adverse effect. Effects would be in part off-set by support, for example by measures within the oSSCEP [REP6-027] to source local employment, recruitment and access supply chains. These measures would be secured by Requirement 20 of Schedule 2 of the DCO. Therefore, the effects are not likely to be significant.

TOURISM, VISITOR AND CONSTRUCTION WORKER ACCOMMODATION

- 3.13.30. WLDC considered the moderate adverse effects to local tourist attractions and long-distance recreation routes to be a significant negative impact on tourism and the visitor economy. WLDC also criticised the lack of detail and clarity around the assessment of construction worker accommodation. They considered the assessment shows that there would be insufficient accommodation space in the LIA during construction, with limited assessment of the implications [\[REP1A-004\]](#) [\[REP1A-006\]](#) [\[REP3-044\]](#).
- 3.13.31. The Applicant acknowledged that there would be a peak cumulative medium-term temporary moderate adverse effect during construction on tourism and the visitor economy. This would be a significant effect. The Applicant explained that the level of temporary accommodation demand would be moderated through phasing, and that it was estimated that inbound construction workers for the Proposed Development would be accommodated entirely within the usual unfilled stock. To meet increased demand during the construction period, the Applicant predicted a 10.7% increase in the accommodation employment sector which would equate to an additional 56 FTE per annum over that period [\[REP7-014\]](#).
- 3.13.32. These impacts are reported for the construction phase. The Applicant did not consider that there would be significant long-term effects in these regards during the operational phase. The ES Chapter 18 [\[APP-056\]](#) assessment had not determined any significant adverse effects to the tourism and visitor economic sector when the Proposed Development was assessed on its own.
- 3.13.33. IPs raised concerns regarding recreation effects, including where adverse effects had been identified on the Trent Valley Way [\[REP1A-006\]](#). LCC's LIR considered there would be uncertainty for PRoW users due to disruption caused by diversions. LCC also sought clarification about the surface of any diversion route and the reinstatement of the paths. They requested details of the path surface specification within the oPRoWMP [\[REP1A-002\]](#).
- 3.13.34. The Applicant noted that there would be adverse cumulative impacts on long distance recreational routes (specifically the Trent Valley Way). However, the Applicant confirmed that any works on long distance routes, such as the Trent Valley Way, would take place in a single overnight period. The effect on recreational users would therefore be limited [\[REP3-037\]](#). The ExA notes that where there is a need to close or divert each PRoW, the procedures for doing so are set out in the oPRoWMP. Measures relating to surface specifications are also included in the oPRoWMP [\[REP5-018\]](#). A full detailed PRoWMP substantially in accordance the outline plan would be secured by Requirement 18 of the DCO. Section 3.3 of this Report considers visual impacts on PRoW receptors.

ExA's reasoning: tourism, visitor and construction worker accommodation

- 3.13.35. In conclusion, although time-limited, the ExA accepts that there would be temporary adverse effects to users of the Trent Valley Way during construction. However, where works could cause disruption, the measures set out in the oPRoWMP [\[REP5-018\]](#), secured by Requirement 18 of Schedule 2 of the DCO, are considered acceptable. This is an agreed matter in both the LCC and NCC SoCGs [\[REP7-010\]](#) [\[REP6-038\]](#) and is neither agreed nor outstanding in the WLDC SoCG [\[REP7-014\]](#).
- 3.13.36. The ExA agrees that there would be a likely significant effect to the tourism and visitor economic sector. This would be a peak cumulative medium-term temporary moderate adverse effect during construction. These effects would not be likely to be

long-term, and therefore unlikely to be significant during the operational lifetime of the Proposed Development.

SOCIO-ECONOMIC GROUPS WITHIN THE LIA

- 3.13.37. The apparent exclusion of Gainsborough from the LIA was raised as a concern by 7000 Acres. IPs considered that its exclusion results in the assessment avoiding the specific socio-economic difficulties of Gainsborough. [[REP1A-015](#) [REP1A-018](#) [REP1A-024](#)] [[REP1-086](#); [REP1-096](#)].
- 3.13.38. The Applicant responded that the LIA was selected based on socio-economic conditions and did not agree that conditions in specific areas had been avoided or not considered. Although it is not specifically identified, Gainsborough is within the LIA. The Applicant recognised it as an area with high rates of deprivation with regard to income, access to employment, and education and skills attainment [[REP3-035](#)].
- 3.13.39. 7000 Acres drew attention to a gypsy and traveller site in the vicinity of the Order Limits [[REP3-049](#)]. This point is also addressed in relation to flooding issues in Section 3.12 above. At ISH4 [[EV-051](#) [EV-053](#)] and ExQ2 2.6.6 [[PD-014](#)] the ExA queried the way in which the site had been assessed in relation to various impacts from the Proposed Development.
- 3.13.40. As already noted, the Applicant responded that ES Chapter 18 [[APP-056](#)] had not identified any population group that is likely to be disproportionately affected in comparison to the population as a whole. It stated that this is consistent with the outcomes of the Equality Impact Assessment (EqIA) [[APP-321](#)]. The EqIA had been submitted as part of the DCO Application to assist the SoS in meeting their obligations under the Equality Act (2010). This group had formed part of the baseline data for the population study area assessed in ES Chapter 21 [[APP-059](#)]. The Applicant confirmed that for gypsy and traveller communities, no infringement of their human rights is anticipated and that no land used for gypsy and traveller sites is included in the DCO Order Limits [[REP5-039](#)]. Human Rights issues are considered further in [Chapter 6](#) of this Report.

ExA's reasoning: Socio-economic groups within the LIA

- 3.13.41. The ExA is satisfied that the assessment undertaken has sufficiently addressed the potential impacts of the Proposed Development. The Proposed Development would not result in adverse effects on the socio-economic groups identified. Further, there would be beneficial opportunities resulting from the Proposed Development, including skill development and employment opportunities. The ES has considered the relevant groups and communities within its study area, including the impact on Gainsborough as part of the wider impact area.

CONCLUSIONS

- 3.13.42. The ExA is satisfied that the socio-economic, tourism and recreation impacts of the Proposed Development have been adequately assessed. Following mitigation, whilst there would be some adverse impacts, there would also be benefits. There would be some loss of agricultural jobs and an impact on the agri-food sector which would affect the area until the decommissioning of the Proposed Development. There would also be some positive socio-economic benefits to the local economy and potential to support further economic development and skills provision in the area.

3.13.43. Table 18.29 of ES Chapter 18 [APP-056] identifies a number of cumulative residual beneficial and adverse effects anticipated. There would be adverse effects on the landscape and long-distance recreation routes during construction, though the new semi-accessible habitat management area and permissive path would be beneficial additions.

3.13.44. The ExA considers that the mitigation measures set out in the dDCO would be sufficient to mitigate the adverse effects of the Proposed Development to an acceptable level. The oSSCEP aims to directly address supply chain and skills needs. Other management plans would mitigate the impact on the tourism economy, such as the oCTMP and oCEMP. The following mitigation measures within the dDCO are of relevance:

- Requirement 13 (construction environmental management plan);
- Requirement 15 (construction traffic management plan);
- Requirement 18 (public rights of way);
- Requirement 20 (skills, supply chain and employment), and
- Requirement 21 (decommissioning and restoration).

3.13.45. Overall, the ExA considers that the Applicant has satisfactorily assessed that the Proposed Development would not give rise to significant effects, or that those which may arise have been considered and adequately mitigated where possible. The Proposed Development would meet the requirements of 2011 NPS EN-1, 2011 NPS EN-5, 2024 NPS EN-1, 2024 NPS EN-3, the NPPF, the PPG and development plan policy. Similarly, on balance, employment and visitor economy considerations would accord with and the provisions of CLLP Policy S54. As a result, taking account of the mix of adverse and beneficial effects, the ExA concludes that socio-economic, tourism and recreation matters weigh neutrally in the planning balance.

3.14. OTHER PLANNING MATTERS

INTRODUCTION

3.14.1. This section considers other matters raised during the Examination relating to:

- Climate change;
- Waste and recycling;
- Cumulative effects;
- Community benefits; and
- Procedural Matters.

3.14.2. These sections differ from the others in that matters are addressed separately, with specific conclusions reached on each, where appropriate, rather than having an overall conclusion at the end.

CLIMATE CHANGE

3.14.3. This section deals primarily with the carbon emissions that would arise from the construction, operation and decommissioning of the Proposed Development. The consideration of the implications of policy provisions relating to decarbonisation are set out in Section 3.2 addressing the principle of development.

POLICY CONSIDERATIONS

- 3.14.4. Section 2 of 2011 NSP EN-1 sets out policy in relation to reducing greenhouse gas emissions and meeting the legally binding commitments specified in the Climate Change Act 2008. Section 4.8 of 2011 NSP EN-1 requires consideration of climate change adaptation and resilience in the ES. Applicants should assess the impacts on, and from, the proposed energy project across a range of climate change scenarios, using advice and guidance at that time.
- 3.14.5. The 2024 NPS EN-1 and EN-3 make similar provisions. 2024 NPS EN-1 confirms that Government has concluded that there is a critical national priority (CNP) for the provision of nationally significant low carbon infrastructure. Paragraph 5.3.4 requires the applicant to provide a greenhouse gas assessment as part of its ES. The SoS must also be satisfied that the applicant has considered greenhouse gases (GHGs) across each phase of the development and that reasonable steps have been taken to reduce emissions during construction and decommissioning.
- 3.14.6. The NPPF seeks to minimise carbon dioxide emissions and ensure new development is resilient to the impacts of climate change. The Development Plan policies of host authorities contain similar requirements, noting specifically that CLLP policies S14 and S16 refer to the commitment to supporting the transition to a net zero carbon future.

THE APPLICANT'S APPROACH

- 3.14.7. The Applicant's assessment of climate change impacts from the Proposed Development is set out in ES Chapter 7 Climate Change [\[APP-045\]](#), updated in Revision A [\[REP1-012\]](#). The following aspects were evaluated:
- A Lifecycle GHG impact assessment which addresses the impact of GHG emissions arising on the climate over its lifetime;
 - Climate change resilience (CCR) Review of the Proposed Development to climate change impacts; and
 - In-combination Climate Change Impact which assesses the combined impact and future climate change on the receiving environment.
- 3.14.8. Embedded mitigation has been included through the oCEMP [\[REP6-021\]](#) and oCTMP [\[REP7-005\]](#) in order to reduce GHG emissions during construction and operation stages. This includes measures such as adopting the considerate constructors scheme to assist in reducing pollution, encouraging the use of lower carbon modes of transport and segregating construction waste to be re-used and recycled where reasonably practicable. Specific climate change resilience measures are also embedded within the Proposed Development, particularly in relation to flood risk.
- 3.14.9. In terms of the GHG impact assessment, in section 7.8 of ES Chapter 7 the Applicant sets out that any increase in GHG emissions compared to the baseline has the potential to have an impact, due to the high sensitivity of the receptor, the global climate, to increases in GHG emissions. The application of the standard EIA significance criteria is therefore not considered to be appropriate for climate change mitigation assessments. Rather, the Applicant has put the GHG impacts into context in terms of their impact on the UK's 5-year carbon budgets, including sub-sectoral budgets for energy generation, which set the legally binding targets for GHG emissions.
- 3.14.10. The greatest source of GHG emissions would arise during the construction stage as a result of embodied carbon from materials used for construction. The PV panels are expected to be sourced from China or a country of similar distance. The

manufacture and supply of PV panels and batteries would be the largest source of GHG emissions. The worst case total GHG emissions from the construction phase are estimated to equate to around 130,815 tonnes of carbon dioxide equivalent (tCO₂e). Annual emissions from construction would not contribute to equal to or more than 1% of the annualised 4th carbon budget. The magnitude of effect is therefore considered low, with a minor adverse significant effect.

- 3.14.11. Operational GHG emissions would be generated as a result of activities such as the transportation of operational workers, water consumption, and replacement of materials and are calculated as 37,380 tCO₂e. The Applicant has also undertaken calculations to understand at what point the GHG reductions through the use of renewable energy generated by the Proposed Development would offset the worst-case emissions generated from the products and the construction phase. The results set out in ES Chapter 7 Table 7.26 [\[REP1-012\]](#) demonstrate that savings from the Proposed Development would offset construction emissions within three years of operation. Overall savings based on a 40 year operational life are estimated to be 3,981,049 tCO₂e.
- 3.14.12. The assessment of the increase from a 40-year to a 60-year operational period in terms of climate change effects [\[REP1-060\]](#) sets out that the 60-year lifespan could only have a positive effect on emissions overall. On this basis no additional calculations were undertaken.
- 3.14.13. As the decommissioning activities will occur in the future there is some uncertainty over the total estimate of GHG emissions produced at that time. Activity would be similar to the construction phase, excluding emissions required for creating materials. The Applicant anticipates that the construction and decommissioning stages of the Proposed Development would result in a minor adverse impact on the climate which would not be significant. Conversely, the operational stage would be likely to have a major significant beneficial effect.
- 3.14.14. The Applicant's review of the Proposed Development in terms of its climate change resilience considered the embedded mitigation measures. This includes raising panels above the ground and stowing them on a horizontal plane in the event of any significant flooding. Overall this is considered to be an adequate response to the projected climate change impacts.
- 3.14.15. The Applicant acknowledges that cumulative GHG emissions would be likely to arise in relation to other solar NSIP proposals and sets out that it is important to consider whether the combined GHG emissions would exceed >1% of the applicable carbon budget. The assessment calculates that it would not, and as a result of this assessment, significant cumulative effects would not be anticipated with regards to climate change during either construction or operation. Additionally, in terms of climate change resilience, there would be a major beneficial effect given the cumulative effect of the renewable energy produced which would serve to counter the effects of climate change.

ISSUES CONSIDERED DURING THE EXAMINATION

GHG Assessment

- 3.14.16. IPs, including 7000 Acres questioned the decarbonisation benefits in the ES Chapter 7 [\[REP1-012\]](#) GHG impact assessment, and set out that these are overstated in a number of ways. In their WR, 7000 Acres queried the calculations and assumptions, and provided a comparison with other proposals. They set out that calculations used in the Application are highly sensitive to the assumptions

made [\[REP1A-026\]](#). In addressing this point, the Applicant acknowledged that whilst assumptions were applied, all assumptions made are reasonable. The Applicant accepted that this approach is fairly high-level but is considered that it still provides a useful indication of the decarbonisation offered [\[REP3-035\]](#).

- 3.14.17. 7000 Acres considered that the Applicant's lifetime assessment of the carbon intensity had not considered the degree to which the development may be curtailed at periods of excess renewable generation. Curtailment would reduce the contribution of the Proposed Development and therefore the potential benefits. In response the Applicant referred to the Energy White Paper (2020) which notes that decarbonisation of electricity will increasingly underpin the delivery of the UK Net Zero target. The Applicant also set out detailed reasons why 7000 Acres' assertion that curtailment is a disbenefit of the Proposed Development was, in the Applicant's view, incorrect [\[REP3-035\]](#).
- 3.14.18. 7000 Acres also considered that the overall assessment of decarbonisation benefit calculations failed to consider the negative impact of displacing one renewable energy source (crops for biofuels) with another (solar energy) [\[REP1A-026\]](#). In response the Applicant sets out that carbon savings as a result of the crops produced on the land being used as biofuel have not been considered as this would also result in an assessment being required of carbon emissions linked to harvesting, transport and processing. Therefore, the Applicant considers that not calculating these potential changes in carbon emissions is reasonable. Furthermore, had this been done, the Applicant's view is that it would not alter the conclusions of the ES Chapter 7, that is that the Proposed Development would result in significantly fewer tCO₂e emissions when compared to fossil fuel use regardless of existing land-use [\[REP1-012\]](#).
- 3.14.19. In addressing the specific point about the loss of crops used for the production of renewable energy set out at ExQ2 2.3.8 [\[PD-014\]](#), the Applicant sets out that a solar farm requires considerably less land to produce a kWh of electricity than energy crops and crops for anaerobic digestion. Therefore, the associated change in emissions is not considered significant [\[REP5-039\]](#). On this point the Applicant also refers to evidence set out in the Statement of Need [\[APP-320\]](#) showing that growing crops for energy (biogas) generates between 1.5% and 3% of the energy per ha when compared to solar. This is therefore not considered significant in relation to the significant quantities of energy generated by solar panels on the same area.
- 3.14.20. Also in response to ExQ2 2.3.8, 7000 acres set out further concerns that the nature of the energy has not been considered, in that crop-derived biofuels are produced in gas and liquid forms which can be stored long-term providing much greater flexibility than solar energy [\[REP5-051\]](#). In response, the Applicant refers to the fact that by connecting to the NETS the electricity generated by Proposed Development would be immediately accessible to consumers throughout the UK, or it could be stored for later use [\[REP6-047\]](#). The presence of the BESS is relevant in this regard.
- 3.14.21. A number of IPs raised points about embodied carbon, linked particularly to the production of solar PV panels in terms of material sourcing, processing, manufacture, and transport of the panels to site (for example [\[REP1-098\]](#)). In this regard ES Chapter 7 [\[REP1-012\]](#) acknowledges that the panels would be sourced from China or a country of similar distance from the UK. The direct environmental impacts from the sourcing of raw materials in the countries of origin have not been assessed. However, it is acknowledged that there would be an increase in embodied carbon and transport emissions, which would otherwise be lower if sourced from Europe. Therefore, the manufacture and transport of products would

likely be the largest sources of GHG emissions from the Proposed Development. Nonetheless, the assessment shows that the savings in tCO₂e emissions would far outweigh those generated by material sourcing, transport and construction [\[REP3-036\]](#).

- 3.14.22. In response to comments that the whole life carbon costs must be included in carbon calculations [\[REP1-097\]](#), the Applicant sets out that the operational tCO₂e from the Proposed Development has been accounted for, including for embodied carbon in replacement panels and site operations. The tCO₂e from decommissioning is also considered within the section 7.8 of ES Chapter 7 [\[REP1-012\]](#).

Climate change cumulative effects

- 3.14.23. ExQ2 2.9.1 [\[PD-014\]](#) sought to clarify the basis of the assessment of cumulative climate change effects, with particular reference to Appendix E of the Joint Report on Interrelationships with other NSIPs [\[REP6-015\]](#). In this regard, each of these NSIPs had concluded that there would be significant beneficial cumulative impacts for that project in isolation, but only the Proposed Development and the Cottam solar project identified cumulative beneficial effects. The Applicant stated that on the basis of each project concluding significant beneficial impacts, a cumulative beneficial effect was identified for the Proposed Development. The Applicant's view was that this approach takes into account professional judgment and interpretation of the IEMA Guidance [\[REP5-039\]](#).
- 3.14.24. The Applicant referred to the fact that discussions between the different authors of the climate change assessments for each project had occurred, in order to understand the approach and interpretation of guidance made in each case. The Applicant acknowledged that a more conservative approach was taken in other assessments. No additional cumulative beneficial effects were identified as a result of interpretation of the guidance in those cases. This interpretation was on the basis of it not being possible to assess cumulative effects for climate change, given the national rather than local scale of the impact. The Applicant responded that, in light of this difference in interpretation, the SoS may decide to place limited weight on the suggested beneficial cumulative effects [\[REP5-039\]](#).

CONCLUSIONS: CLIMATE CHANGE

- 3.14.25. The ExA's view is that the Applicant's approach to the assessment of the climate effects of the Proposed Development is based on reasonable assumptions and is proportionate. The ExA agrees that differences of interpretation relating to cumulative effects merit a more conservative approach to the consideration of cumulative benefits.
- 3.14.26. The ExA concludes that during the operation of the Proposed Development there would be a significant beneficial effect due to displacement of GHG emissions from other sources of fossil fuel generation. In this regard the Applicant has demonstrated that GHG emission savings resulting from the operation of the Proposed Development would offset construction emissions within three years of operation, and from that point forward the ongoing emission savings would be very substantial. The Applicant has also taken reasonable steps to reduce carbon emissions during the lifetime of the Proposed Development in accordance with the 2011 and 2024 NPS's.
- 3.14.27. The ExA therefore agrees that the Applicant's conclusions that the net carbon benefit of the Proposed Development would be a material change to the UK's

carbon emissions leading to a major beneficial effect. As reflected in Section 3.2 above, the overall benefit of the contribution of the Proposed Development towards renewable energy carries very great weight in the planning balance.

- 3.14.28. Accordingly, the ExA considers that the Proposed Development would meet the requirements of 2011 NPS EN-1 and 2024 NPS EN-1, the NPPF and local development plan policies.

WASTE AND RECYCLING

POLICY CONSIDERATIONS

- 3.14.29. 2011 NPS EN-1 refers to the importance of sustainable waste management being implemented through the waste hierarchy. This requires the prevention and reuse of waste wherever possible. Paragraph 5.14.7 refers to the need to consider the extent to which the Applicant has proposed an effective system for managing hazardous and non-hazardous waste from construction, operation and decommissioning. Factors to consider include whether such waste arisings would have an adverse effect on the capacity of existing waste management facilities to deal with other waste arisings in the area. 2024 NPS EN-1 contains similar expectations.
- 3.14.30. The NPPF at paragraph 8c) refers to the environmental objective of minimising waste and pollution.
- 3.14.31. Policy WCS2 of the Nottinghamshire and Nottingham Waste Core Strategy (2013) states that new development should be designed, constructed and implemented to minimise the creation of waste, maximise the use of recycled materials and assist the collection, separation, sorting, recycling and recovery of waste arising from the development.

THE APPLICANT'S APPROACH

- 3.14.32. ES Chapter 20: Waste [\[APP-058\]](#) sets out the Applicant's approach to waste considerations. LCC, NCC and Nottingham City Council comprise the Local Impact Area (LIA) as the area for managing waste from the Proposed Development. Quantities of waste arising have been estimated and categorised by type of materials used. The Applicant states that, in doing so, a precautionary approach has been taken.
- 3.14.33. During the construction phase it is estimated that the construction, demolition and excavation (CD&E) waste generated by the Proposed Development would constitute a minor increase in terms of CD&E waste and landfill waste handling across the LIA and sub-regionally. The temporary and minor magnitude uplift in CD&E waste in Nottinghamshire would have a slight or moderate adverse effect on landfill waste handling.
- 3.14.34. During the operation of the Proposed Development the CD&E waste is estimated to be minimal. During this stage the failure of solar PV panels is estimated to be 0.4%. With reference to the processing of decommissioned panels, there is a lack of dedicated facilities at present in Lincolnshire. This has led to the categorisation of the solar (and battery infrastructure) as Waste Electrical and Electronic Equipment (WEEE), some of which may be hazardous, for the purposes of the ES assessment and identification of existing and future processing capability. During the operational stage it suggested that there would be no more than negligible quantities of WEEE waste, with long-term negligible magnitude uplift to hazardous waste anticipated.

- 3.14.35. The decommissioning phase is estimated to have a similar magnitude of impact to the construction phase in terms of CD&E waste. This phase would generate a substantive amount of WEEE from photovoltaic panels, batteries, and substation equipment, as well as other smaller quantities of supporting electrical infrastructure. These would be recovered and recycled by an authorised re-processor as required by the WEEE Regulations 2013. Over a worst-case 12-month decommissioning phase, it is estimated that this would equate to a 6.4-12.8% rise in annual hazardous waste handling for the LIA. This would result in a medium-term temporary moderate to major magnitude impact, with a slight or moderate adverse effect on hazardous (including WEEE) waste handling in Lincolnshire and a slight adverse effect on hazardous waste (including WEEE) handling in Nottinghamshire.
- 3.14.36. The potential for significant cumulative effects on the local waste management environment is identified. Specifically, a moderate or large adverse effect on landfill waste handling in Nottinghamshire during the decommissioning phase is identified when the Proposed Development is considered jointly with the Gate Burton, Cottam and Tillbridge solar projects. This is as a result of the lack of landfill capacity from the year 2030 and is significant in EIA terms.
- 3.14.37. With this exception, the Applicant concludes that the residual environmental effects of waste on the LIA, arising from both the Proposed Development in isolation and with the cumulative projects, would not be likely to be significant at any stage.
- 3.14.38. However, the Applicant acknowledges that the baseline and future estimates only cover up to the year 2038. It is therefore recommended that reassessments be undertaken using updated baseline information if available, or historical trends, in accordance with the Institute of Environmental Management & Assessment (IEMA) Guidance.
- 3.14.39. Embedded and additional mitigation measures are detailed in ES Chapter 20 [APP-058]. Additional mitigation would be secured through the oCEMP [REP6-021] which refers to a Construction Resource Management Plan (CRMP), to be prepared by the contractor(s), which would specify the waste streams which would be monitored and targets set with regards to the waste produced, including re-use and recycling of materials. This would be secured via the CEMP under Requirement 13 of the DCO. Also, during the operational phase, the oOEMP [REP6-001] refers to a 'Waste Management Strategy' to be provided as a standalone document requiring approval from the Waste Management Authority, as set out under Requirement 14 of the DCO. This would focus on good practice and management of waste in keeping with the principles of the waste hierarchy.
- 3.14.40. With reference to the identified cumulative significant impact on landfill waste handling in Nottinghamshire during decommissioning, targeted mitigation as set out in the Outline Decommissioning Statement [REP6-023] would be enacted. This would include efforts to bias landfill waste handling in Lincolnshire where there is greater predicted capacity to reduce waste streams. Also, opportunities for collaboration with the operators of the cumulative projects would be explored ahead of decommissioning and addressed through the final Decommissioning Statement, secured by Requirement 21 of the DCO.

ISSUES CONSIDERED DURING THE EXAMINATION

Solar PV panel replacement rate

- 3.14.41. A solar PV panel failure/ replacement rate of 0.4% per annum over the lifetime of the Proposed Development was used to calculate the predicted greenhouse gas

(GHG) emissions, as well as waste arisings.²⁵ In response to ExQ1 1.9.10, and questioning at ISH3, the Applicant confirmed that this figure had been provided by an accredited Engineering Procurement Construction contractor. As such, the Applicant deemed this to be a reasonable worst-case scenario [\[REP3-038\]](#) [\[REP4-070\]](#).

- 3.14.42. The interest group and IP 7000 Acres challenged this proposed linear failure rate, suggesting that equipment exposed to the elements will suffer an increasing failure rate with time [\[REP3-049\]](#). However, the Applicant responded that the 0.4% figure is the rate at which panels would be replaced should they cease to operate entirely. In this regard the Applicant acknowledged in response to ExQ2 2.9.3, that a higher incidence of panel failure could occur at the point of installation, but that would be managed as part of the construction process as the panels would be tested at the point of commissioning. Towards the end of the panels' lifetime, the failure rate may begin to increase, but that could be the point at which the decision is taken to decommission, expected to be between 40 and 60 years from commissioning. [\[REP5-039\]](#).
- 3.14.43. In response to the discussion at ISH3 about the failure/ replacement rate of solar PV panels, 7000 Acres also set out the tension between the physical and economic lifespans of solar PV panels. In this respect they suggested that, noting the degradation in panels energy generation over time they would need to be replaced twice (at 20 years and 40 years) to maintain the generating capacity of the Proposed Development. If this was the case, then the Applicant's GHG and transport assessments would be incorrect. Alternatively, the Applicant would only replace failed units, in which case the electrical generating claims are wrong [\[REP4-089\]](#).
- 3.14.44. The Applicant acknowledged that the panels would be expected to gradually decline in performance over a number of years. They set out that this has been accounted for within the modelling of viability and production estimates. It would not in itself be a reason for large-scale panel replacement. More generally, the Applicant acknowledged the lack of firm data regarding the effective life of a solar PV panel as the first solar developments have not yet reached the end of their expected life. However, this is anticipated to be at least 40 years and on this basis the Proposed Development would be economical for at least that time period, and potentially beyond [\[REP4-066\]](#).
- 3.14.45. In response to the more general concerns raised by LCC and others [\[REP1A-002\]](#) regarding the replacement of infrastructure over the lifetime of the development being apparently unrestricted, reference was made to the controls within the dDCO [\[REP5-038\]](#). This point is considered fully in Section 7.4 of this Report.

Waste management

- 3.14.46. Concerns were raised by LCC in their LIR relating to there currently being insufficient waste facilities to process and recycle solar panels and associated equipment once they reach the end of their useful life [\[REP1A-002\]](#). When combined with the cumulative projects, this will present an issue that will need additional facilities to ensure these products are sustainably disposed of. On this

²⁵ A reference to 0.04% per annum solar PV panel replacement rate in ES Chapter 7 [\[APP-045\]](#) was corrected at Deadline 1 [\[REP1-012\]](#), where the Applicant confirmed that the 0.4% figure had been used in all calculations

basis LCC identified the need for a waste management strategy to be secured in the DCO.

- 3.14.47. More specifically, LCC set out that, depending on the size of other solar developments, there was the potential for some 5,000 panels requiring disposal/recycling per development each year. If this was multiplied by all the NSIP solar schemes in Lincolnshire already known about, this could represent a figure of around 60,000 panels per year [\[REP5-040\]](#). Further, LCC commented in response to ExQ2 2.11.1 [\[PD-014\]](#) that an extension to a 60 year operational life makes it even more difficult to forecast waste arisings and capacity that far ahead [\[REP5-042\]](#).
- 3.14.48. In response, the Applicant referred to the fact that it would be a preferable scenario for there to be specific recycling and handling facilities for solar PV panels and associated infrastructure. It was acknowledged that there is a need for these facilities to emerge to meet industry demands. However, in the absence of known facilities of this nature in Lincolnshire and Nottinghamshire, the Applicant has applied a worst-case scenario in its assessment of waste streams, with the recycling of solar panels assumed to be undertaken by general WEEE handlers [\[REP4-066\]](#).
- 3.14.49. LCC's LIR had referred to Policy W1 of the Lincolnshire Minerals and Waste Local Plan (2016). Policy W1 requires LCC to identify locations for a range of new or extended waste management facilities within Lincolnshire, where these are necessary to meet the predicted capacity gaps for waste arisings in the County up to and including 2031 [\[REP1A-002\]](#). It does not cover development which would generate waste resulting in a need for waste facilities. The ExA therefore disagrees that Policy W1 is important and relevant to the assessment of the Proposed Development. Rather, it provides the context for LCC's planning and management of waste facilities.
- 3.14.50. By the end of the Examination, LCC agreed that the mitigation proposed in terms of the monitoring of waste facility capacity and technical capability through a specific waste management strategy, secured by Requirement 14 of the dDCO, would address outstanding concerns [\[REP7-010\]](#).

CONCLUSIONS: WASTE AND RECYCLING

- 3.14.51. Overall, the ExA accepts the assumptions made around solar PV panel replacement rates to be reasonable. Whilst it is acknowledged that it is unlikely to be a 'straight line' replacement rate, over the lifetime of the Proposed Development, it is sufficiently accurate to enable calculations relating to waste arisings.
- 3.14.52. Matters relating to the assessment and management of waste and recycling have largely been agreed between the Applicant and LCC/NCC in their final SoCGs ([\[REP7-010\]](#) and [\[REP6-038\]](#)).
- 3.14.53. The ExA is aware of the uncertainty around waste effects beyond 2038 which cannot be fully addressed at this point. The potential for a cumulative moderate or large adverse effect on landfill waste handling in Nottinghamshire during the decommissioning phase has been identified, with the intention that this would be addressed through the final Decommissioning Statement.
- 3.14.54. Overall the ExA's view is that the Applicant has set out an effective system for dealing with waste arising from the Proposed Development, including with regard to opportunities for recycling and the reduction of waste. This would in general terms

accord with the relevant waste management provisions of 2011 NSP EN-1 and 2024 NPS EN-1. However, the potential for significant cumulative decommissioning effects weighs a little against the Proposed Development. In this regard, should these solar developments proceed, the solar industry and local minerals and waste planning authorities should continue to engage on this point so that when solar farms reach the end of their design life, and significant volumes of decommissioning takes place in a relatively short period, a strategy for the formation of reception and handling facilities has been prepared.

CUMULATIVE EFFECTS

- 3.14.55. At paragraph 1.7.3 2011 NPS EN-1 sets out that the SoS should take into account cumulative adverse impacts. It requires applications to include information on how the effects of the proposal would combine and interact with the effects of other development, including projects for which consent has been sought or granted, as well as those already in existence. In this regard the assessment should show how the accumulation of, and interrelationship between, effects might affect the environment, economy or community as a whole, even though they may be acceptable when considered on an individual basis with mitigation measures in place (para 4.2.6). Similar provisions are set out in 2024 NSP EN-1 (para 4.3.19).
- 3.14.56. IPs, including LCC/WLDC have set out concerns relating to the approach to the consideration of the cumulative impacts of West Burton Solar Project along with the Cottam Solar Project, Gate Burton Energy Park and the Tillbridge Solar Project. These concerns relate to the scale of these projects, in isolation as well as cumulatively, potentially giving rise to significant environmental impacts that will require scrutiny and assessment. It is suggested that this should be a key focus of the Examination phase. It was also suggested by LCC/WLDC and other IPs that these proposed developments should be examined together.
- 3.14.57. In terms of the relationship of this Proposed Development with other solar projects in Lincolnshire, as a starting point the ExA clarified in the Rule 6 letter [\[PD-005\]](#) that they had been appointed to conduct this Examination alone. The examinations of the other projects would be conducted by other ExA, as separately appointed by the SoS. However, noting the proximity of some of these projects to the Proposed Development, the ExA recognised the importance of considering cumulative and in-combination effects with other solar farm proposals and other developments in the locality, as set out in its Initial Assessment of Principal Issues (Annex D to the Rule 6 letter).
- 3.14.58. [Chapter 1](#) of this Report also sets out the additional and updated information provided to the Examination to provide for further consideration of the cumulative effects with projects within the zone of influence (ZOI) of the Proposed Development. In summary:
- Applicant provided a specific report on the interrelationships between the other local solar NSIPs (the Joint Report), specifically the Cottam Solar Project, the Gate Burton Energy Park and the Tillbridge Solar Project. The latest version of this document was provided at DL6 of the Examination [\[REP6-015\]](#). Appendix E of the Joint Report provides a summary of the conclusions reached in respect of each of the effects for each project, along with the latest information available for each project, and an explanation as to why this did not change/ alter the conclusions of the ES.
 - Noting other new and emerging projects within the ZOI, a further 'Technical Note on Cumulative Effects of Additional Schemes' (the Technical Note) [\[REP5-](#)

[030](#)] was submitted at DL5. The additional projects identified are set out in [Chapter 1](#) and identified in Figure 3.

- All of the plans and projects that have the potential to give rise to cumulative effects with the Proposed Development are set out in the ES Cumulative Effects Addendum [[REP5-015](#)], providing an update which takes into account the further information in the public domain since the ES was prepared in respect of both the projects included in the Joint Report and the other emerging projects referred to in the Technical Note.

- 3.14.59. Table 21.1 of ES Chapter 23 [[REP3-010](#)] summarises the significant cumulative effects identified in relation to climate change; ecology and biodiversity; cultural heritage; socio-economic, tourism and recreation; waste, and other environmental matters: human health. Conversely, significant cumulative effects were not identified in relation to landscape and visual; hydrology, flood risk and drainage; ground conditions and contamination; minerals; transport and access; noise and vibration; glint and glare; air quality; soils and agriculture and other planning matters: major incidents and disasters.
- 3.14.60. In terms of adverse effects, a cumulative moderate adverse effect on skylark, yellow wagtail, grey partridge and quail at a local to district level (depending on what mitigation is adopted) was recorded. This has been taken into account in Section 3.5 Biodiversity and Ecology. Adverse socio-economic effects were identified in terms of tourism and the visitor economy during construction, local landscape attractions during construction, on long distance recreation routes during construction, and on energy sector employment during operation and decommissioning.
- 3.14.61. Moderate adverse cumulative effects on human health were identified in terms of access to long distance recreation routes. In terms of waste, a moderate or large adverse effect on landfill waste handling in Nottinghamshire during the decommissioning phase was identified.
- 3.14.62. The Joint Report also refers to Proposed Development along with the Gate Burton and Cottam projects being on similar timelines, with examinations concluding in the first half of 2024. For this reason, significant work has been undertaken to minimise cumulative impacts associated with the projects. This includes devising the shared CRC which aims to reduce overall environmental and social effects of the projects, particularly on communities close to the cable route corridor and sensitive heritage and ecological receptors close to the River Trent. Other specific measures referred to include the production of a Joint CTMP, in the event that the construction schedules overlap.
- 3.14.63. With reference to possible additional adverse cumulative effects referred to in the Cumulative Effects Addendum [[REP5-015](#)], two additional potential significant effects are identified. Firstly, reference is made to the effects on Viewpoint 44 at Cowdale Lane, which would include views north across the Stow Park Solar Farm proposal. As a consequence of the combined effect with the Proposed Development, this view would become dominated by solar panels. Noting limited information about this proposal at this stage, the Applicant sets out that this effect would be likely to be significant. Reference is made to this point in Section 3.3: Landscape and Visual. Also, effects on ecology and biodiversity with the additional projects are noted as including a possible increase in cumulative significant adverse effects on ground nesting birds to district level significance. This is referred to in Section 3.5: Biodiversity and Ecology.

- 3.14.64. For each of the principal topics identified in [Chapter 3](#), the ExA has considered the cumulative effects of the Proposed Development with other projects, with conclusions set out therein. These conclusions have had regard to the information submitted during the Examination, including the latest version of the Joint Report [\[REP6-015\]](#), the ES Cumulative Effects Addendum [\[REP5-015\]](#) and the Technical Note [\[REP5-030\]](#).
- 3.14.65. In addition to the significant cumulative effects of an adverse nature identified by the Applicant, the ExA has also indicated that the extent of proposed solar development across West Lindsey District and beyond raises concerns about the potential combined effect on the landscape character of a wide area, as well as cumulative sequential visual impacts. In this respect the ExA's view is that there would be a greater magnitude of landscape and visual effects than suggested by the Applicant. This is reflected in the weight afforded to this matter in Section 3.3.
- 3.14.66. Also, the Applicant's cultural heritage assessment originally identified the potential for up to moderate adverse cumulative effects on the views from Lincoln Cliff which contribute to the setting of the Roman villa west of Scampton Cliff Farm, a SAM. However, this was later moderated to slight adverse and not significant following a review of winter views (see para 3.4.146). As is set out in Section 3.4 on the Historic Environment, the ExA has disagreed with the Applicant's amended standpoint, concluding that the original position of moderate adverse cumulative effects with the Cottam Solar Project was soundly based.
- 3.14.67. A further concern raised by LCC/ WLDC during the Examination related to the fact that the only cumulative scenario that can be considered for the purpose of decision making is one where all projects are consented. It is suggested that if the only options are to consider either the effects of proposals individually or the overall cumulative effect, no consideration is to be given to whether there is a 'tipping point' from acceptability into unacceptability in terms of different combinations of projects. On this basis the approach to decision making is considered flawed (for example, see the LCC response to EXQ2 2.1.2 at [\[REP5-042\]](#)).
- 3.14.68. On this point 2011 NPS EN-1 sets out that when considering cumulative effects, the ES should provide information on how the effects of the applicant's proposal would combine and interact with the effects of other development (including projects for which consent has been sought or granted, as well as those already in existence). The EIA Regulations Schedule 3 paragraph 1(b) refers to consideration of the characteristics of the development with particular regard to cumulation with other existing development and/or approved development projects. Noting this, EXQ2 2.1.2 sought to clarify the extent to which any further information was required for the Examination. In response the Applicant has set out that the approach has been to assess the worst-case scenario of all NSIPs within the assessment area coming forward. Therefore, to provide additional assessments of each combination of schemes would serve no additional purpose to the SoS for determining the likely significant cumulative effects of any combination of cumulative NSIP schemes [\[REP5-039\]](#).

CONCLUSIONS: CUMULATIVE EFFECTS

- 3.14.69. The ExA recognises the unprecedented nature of the scale of current and emerging proposals relating to large scale solar development in Lincolnshire. As a consequence, the level and extent of concerns raised by IPs is fully appreciated. The ExA's position on the approach to cumulative assessment is that consideration of the worst-case scenario of all solar NSIPs within the assessment area coming

forward has enabled sufficiently informed consideration of the implications of cumulative effects. This is in line with the EIA Regulations and 2011 NPS EN-1 requirements.

- 3.14.70. With the exception of these points relating to cumulative effects on landscape and visual matters and the historic environment, the ExA has agreed with the Applicant's conclusions on cumulative effects. These points have been taken into account in the relevant topic sections.
- 3.14.71. Overall, the ExA is satisfied that procedurally the Applicant has undertaken an assessment of cumulative effects in accordance with the requirements of 2011 NPS EN-1 and 2024 NPS EN-1. This is a neutral matter in the overall balance.

COMMUNITY BENEFITS

- 3.14.72. In considering what an NSIP application can reasonably be expected to provide, 2011 NPS 2011 sets out at paragraph 4.1.7 that any requirements imposed as part of the development consent "*must be necessary, relevant to planning, relevant to the development to be consented, enforceable, precise, and reasonable in all other respects*". This is repeated in 2024 NPS EN-1 (para 4.1.16).
- 3.14.73. IPs have suggested that potential community benefits were a prominent element of the Applicant's original consultation material (for example 7000 Acres in response to ExQ1 1.13.6 [\[REP3-039\]](#)). However, they comment that little has been heard subsequently. Also in response to ExQ1 1.13.6, the Applicant has noted a commitment to the provision of a community benefits fund, should the Proposed Development gain consent.
- 3.14.74. The ExA has considered the specific elements within the Proposed Development that are seeking to mitigate the harms of particular aspects of the development in the relevant topic areas. For example, the benefits of the education and skill development opportunities provided by the Outline Skills Supply Chain and Employment Plan have been considered in Section 3.13. All such matters meeting the tests set out in 2024 NPS EN-1 paragraph 4.1.7 have been evaluated and weighted. Consideration has also been given to providing security for them.
- 3.14.75. However, where potential community benefits are offered that would not specifically form part of necessary mitigation and are therefore not relevant to the determination of the Application, it is not appropriate that they be evaluated, weighted or secured because the SoS should not take such matters into account. For this reason, ExA has not given consideration to other possible community benefits, including funding, nor do such considerations have any effect on the planning balance. The Applicant may offer other benefits, but that is a matter for them.

PROCEDURAL MATTERS

- 3.14.76. Procedural points considered include: the adequacy of consultation, views on the Applicant's video flyover and the use of virtual only hearings during the Examination.
- 3.14.77. The ExA acknowledges the concerns raised by IPs about the consultation process and in particular the suggestion that the public consultation undertaken by the Applicant was insufficient/inadequate. However, there is nothing before the Examination to suggest that the level of information provided and the approach to consultation during the pre-application stage did not meet the legislative requirements of the PA2008 and associated guidance.

- 3.14.78. Specific concerns have been expressed about the accuracy and depiction of the proposed development, in particular that set out in the video flyover provided by the Applicant at DL4 [\[REP4-098\]](#). This has been produced to demonstrate the geographical extent of the four solar NSIP schemes contained within the Joint Report on Interrelationships. The ExA acknowledges that this does not provide a full appreciation of the impact of the solar infrastructure, for which reference to the ES Chapter 4 Scheme Description [\[APP-042\]](#) and illustrative material relating to landscape and visual effects is required.
- 3.14.79. There has also been criticism by Host Authorities and other IPs about the ExA's management of the Examination process [\[REP5-040\]](#), particularly the decision to hold ISH5 as a virtual-only event. In response the ExA confirm that every effort has been made to ensure that all parties to the Examination have had fair opportunity to contribute. In this regard details of ISH5 discussions were available in transcript and summary form following this event, with sufficient time given for IPs to respond in writing. On this point the ExA refers to Advice Note 8.6 in setting out that written submissions to an examination carry the same weight as oral submissions.

4. FINDINGS AND CONCLUSIONS IN RELATION TO THE HABITATS REGULATIONS ASSESSMENT

4.1. INTRODUCTION

- 4.1.1. This Section sets out the Examining Authority's (ExA's) analysis and conclusions relevant to the Habitats Regulations Assessment (HRA). This will assist the Secretary of State for the Department of Energy Security and Net Zero (SoS), as the Competent Authority, in performing their duties under the Conservation of Habitats and Species Regulations 2017 ('the Habitats Regulations').
- 4.1.2. This Section is structured as follows:
- Section 4.2: Examination Matters
 - Section 4.3: HRA conclusions
- 4.1.3. The main issues in relation to the Examination included the approach to the Humber Estuary Ramsar Site which was added to the updated HRA Report Rev A [\[REP3-024\]](#) at DL3. The Humber Estuary Ramsar site was added to the identification of designated sites and likely significant effects set out in the revised report.
- 4.1.4. Section 4.2 also refers to other NSIPs, where ongoing discussions about the impact of Electro Magnetic Fields (EMF) were ongoing with the Environment Agency (EA). These are relevant to the West Burton Application as they share the proposed cable route corridor (CRC).
- 4.1.5. In accordance with the precautionary principle embedded in the Habitats Regulations, consent for the Proposed Development may be granted only after

having ascertained that it will not adversely affect the integrity of European site(s)²⁶ and no reasonable scientific doubt remains.²⁷

- 4.1.6. Policy considerations and the legal obligations under the Habitats Regulations are described in Section 2.5 of this Report.
- 4.1.7. The ExA has been mindful throughout the Examination of the need to ensure that the SoS has such information as may reasonably be required to carry out their duties as the Competent Authority. The ExA have sought evidence from the Applicant and the relevant Interested Parties (IPs), including Natural England (NE) as the Appropriate Nature Conservation Body, through written questions and Issue Specific Hearings.

Proposed Development Description and HRA Implications

- 4.1.8. The Proposed Development is described in Section 1.3 of this Report.
- 4.1.9. The spatial relationship between the Order Limits of the Proposed Development and European sites is shown in Figure 1 of the Information to Support a Habitats Regulations Assessment [[APP-327](#)] and Information to Support a Habitats Regulations Assessment Revision A [[REP3-024](#)].
- 4.1.10. The Proposed Development is not directly connected with, or necessary to, the management of a European site [[APP-327](#)]. Therefore, the SoS must make an 'appropriate assessment' of the implications of the Proposed Development on potentially affected European sites in light of their Conservation Objectives.
- 4.1.11. The Applicant's assessment of effects is presented in the following application document(s):
- Information to Support a Habitats Regulations Assessment [[APP-327](#)] referred to hereafter as the HRA Report.
 - Information to Support a Habitats Regulations Assessment Revision A [[REP3-024](#)] referred to hereafter as the HRA Report Rev A.
- 4.1.12. During the Examination, the Applicant submitted a number of change requests as described in Section 1.5 of this Report. These changes were accepted by the ExA as described in Section 1.5 of this Report.
- 4.1.13. The Applicant submitted a revised HRA Report Rev A [[REP3-024](#)] at Deadline (DL) 3.
- 4.1.14. The Applicant did not identify any likely significant effects (LSE) on non-UK European sites in European Economic Area (EEA) States in its HRA Report Rev A [[REP3-024](#)] and/or within its Environmental Statement (ES) [[APP-047](#)]. Only United

²⁶The term 'European sites' includes Special Areas of Conservation (SACs) and Special Protection Areas (SPAs), proposed SACs, potential SPAs, Ramsar, proposed Ramsar, and any sites identified as compensatory measures for adverse effects on any of the above. The "UK National Site Network" refers to the network of European sites within the UK.

²⁷ CJEU Case C-127/02 Waddenzee 7 September 2004, Reference for a preliminary ruling from the Raad van State (Netherlands) in the proceedings: Landelijke Vereniging tot Behoud van de Waddenzee and Nederlandse Vereniging tot Bescherming van Vogels v Staatssecretaris van Landbouw, Natuurbeheer en Visserij

Kingdom (UK) European sites are addressed in this Report. No such impacts were raised for discussion by any IP's during the Examination.

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

- 4.1.15. NE's Relevant Representation (RR) [RR-233] stated agreement with the Applicant's conclusions with regard to the European sites assessed and their qualifying features. Having reviewed all RRs, WRs and other relevant Examination documents with care, the ExA observes that the only substantive representation on matters relevant to HRA is from NE [RR-233]. On that basis, the ExA decided that a RIES compiling HRA-relevant information would not be required.

4.2. EXAMINATION MATTERS

Initial Omission of Humber Estuary Ramsar Site

- 4.2.1. Under Regulation 63 of the Habitats Regulations, the Competent Authority must consider whether a development will have LSE on a European site, either alone or in combination with other plans or projects. The purpose of the LSE test is to identify the need for an 'appropriate assessment' (AA) and the activities, sites or plans and projects to be included for further consideration in the AA.
- 4.2.2. The European sites and qualifying features that were considered in the Applicant's assessment of LSE are presented in Section 4 of HRA Report Rev A [REP3-024]. The Applicant's HRA Report Rev A sets out the methodology applied to determining what would constitute a 'significant effect'. The Humber Estuary Ramsar is contiguous with the Humber Estuary SAC. The Humber Estuary SAC was considered in the HRA Report [APP-327] but references to the Humber Estuary Ramsar were omitted by the Applicant.
- 4.2.3. In the Examiner's First Written Questions (EXQ1) to the nearby Cottam Solar Project Nationally Significant Infrastructure Project (NSIP) (EN010133), the Applicant and NE were questioned regarding why the Humber Estuary Ramsar site had been omitted from the HRA screening assessment as it shares the same boundary as the Humber Estuary SAC which was included in the HRA screening. The same approach had been taken for this HRA screening [APP-327] and for consistency between the two projects, the Applicant issued HRA Report Rev A [REP3-024], which includes the Humber Estuary Ramsar site within the identification of designated sites and the test of likely significant effects sections of the report. The HRA assessment concluded that there was no potential for LSE on the Humber Estuary Ramsar site as a result of the Proposed Development. NE agreed with the conclusions of the assessments undertaken in the HRA Report Rev A [REP3-024] in its Statement of Common Ground (SoCG) [REP5-023].

EMF Impacts

- 4.2.4. At DL1A, the EA [REP1A-007] raised that, as part of the examination of the nearby Gate Burton Energy Park solar project, there were ongoing discussions about the impact of EMFs. This was also relevant to the West Burton Application as they share a CRC. The Gate Burton application was consented on 12 July 2024²⁸, and

²⁸ <https://infrastructure.planninginspectorate.gov.uk/wp-content/uploads/projects/EN010131/EN010131-001744-Gate%20Burton%20Final%20Decision%20Letter.pdf>

the matter is considered at paragraph 5.12 to 5.18 of the Secretary of State's (SoS) Decision Letter.

- 4.2.5. At ExQ1 the WBSP ExA had requested an update on the status of the discussions regarding EMFs from the EA and the Applicant [PD-009]. At DL 3, the EA [REP3-045] responded confirming that the Applicant was in the process of drafting a Risk Assessment to address the EA's concerns regarding EMFs.
- 4.2.6. The Applicant at DL3 [REP3-034] provided a Risk Assessment of EMF Impacts on Fish; a similar document was provided for the Gate Burton and Cottam NSIP examinations. This document concluded that the risk of impacts from EMFs to fish, such as European eel, salmon, river lamprey and sea lamprey, was low. Following the production of this risk assessment, the EA recommended a Requirement to secure a monitoring scheme as although it agreed the risk to fish would likely be low, there is a knowledge gap of the impacts of EMFs to fish and monitoring provided an opportunity to fill this gap [AS-059].
- 4.2.7. At DL4, the Applicant submitted a revised outline Operational Environmental Management Plan (oOEMP) [REP4-054], which included provision for a monitoring programme for EMF impacts on fish. The EA in its SoCG [REP6-040] confirmed that following the submission of the risk assessment and inclusion of the monitoring in the oOEMP, the matter is agreed. This would be secured by Requirement 14 of the Development Consent Order (DCO). NE have not commented further on this matter.
- 4.2.8. Nonetheless, the ExA notes that, in consenting the Gate Burton DCO Application, the SoS has undertaken further consultation with NE. As a result, NE have acknowledged that there is limited research into the effects of EMFs on migratory fish in the context of freshwater rivers. They have therefore advised that either a programme of monitoring to collect further data be undertaken, or that a collaborative monitoring strategy be put into place between the Gate Burton, Cottam West Burton and Tillbridge solar projects as a means of informing the current knowledge base.

LSE from the Proposed Development Alone and In Combination

- 4.2.9. The Applicant's HRA Report Rev A [REP3-024] concluded no LSE from the Proposed Development alone on any of the qualifying features of:
- Humber Estuary SAC
 - Humber Estuary Ramsar site
 - Hatfield Moor SAC
 - Thorne and Hatfield Moors SPA
 - Birklands and Bilhaugh SAC
 - Thorne Moor SAC
 - Humber Estuary SPA
- 4.2.10. The Applicant addressed potential in-combination effects arising from the Proposed Development within its HRA Report Rev A [REP3-024] which sets out the methodology applied. The other plans and projects included in the in-combination assessment are set out in paragraph 3.4.2 [REP3-024].
- 4.2.11. No in-combination LSE have been identified for the sites and qualifying features where LSE were excluded from the Proposed Development alone. Given the distance between the Proposed Development site, the cumulative schemes and the identified designated sites, the Applicant concludes that there is no potential for likely significant effects in-combination with the Proposed Development [REP3-024].

- 4.2.12. In its SoCG, NE [\[REP5-023\]](#) agrees with the conclusions of the HRA Report Rev A [\[REP3-024\]](#) and the conclusions were not disputed by any other IPs during the Examination.
- 4.2.13. The ExA is satisfied, on the basis of the information provided, that the correct impact-effect pathways on each site have been assessed and is satisfied with the approach to the assessment of alone and in-combination likely significant effects.
- 4.2.14. However, the ExA has noted that in the Gate Burton Decision Letter the SoS has referred to the need to collect further data on the effects of EMF on migratory fish. In this regard strong encouragement is given to the creation of either a programme of monitoring, or a collaborative monitoring strategy between the four solar projects which would share the CRC crossing of the River Trent. Therefore, whilst the ExA is satisfied that risks to migratory fish in this regard would be low, the SoS may wish to reiterate the position reached in relation to the Gate Burton Project in reaching a decision on the present Application. Additional consultation with both the EA and NE may be necessary before concluding on this point.

4.3. HRA CONCLUSIONS

- 4.3.1. LSE were not identified for any of the seven European sites included in the Applicant's assessment of LSE, both from the Proposed Development alone and in-combination with other plans or projects.
- 4.3.2. The sites and features initially identified in the Applicant's screening for LSE on European sites were subject to some discussion and scrutiny. The Applicant revised the HRA Report for consistency with the approach to the HRA screening for the nearby Cottam Solar Project (EN010133). This update was to include the Humber Estuary Ramsar site which had previously been omitted from the screening assessment in the HRA Report [\[APP-327\]](#). The Applicant produced the HRA Report Rev A [\[REP3-024\]](#) to include this site in the screening assessment but this did not alter the conclusions. NE had no further comments on this matter once this site was included and concluded in their SoCG [\[REP5-023\]](#) that all European sites and features were included within the assessment and that it agreed with the conclusions of the assessment.
- 4.3.3. The EA [\[REP1A-007\]](#) considered there was a potential impact pathway to features of the Humber Estuary SAC from EMF where the cable is proposed to cross the River Trent. However, following the Applicant's submission of a Risk Assessment [\[REP3-034\]](#) demonstrating that the potential for impacts to fish as features of the SAC was low and therefore there was no potential for likely significant effects, the EA agreed in their SoCG that the risk was low [\[REP6-040\]](#). Following determination of the Gate Burton NSIP (EN010132), which followed the close of the WBSP Examination, the ExA is aware that further consultation with the EA and NE on the EMF impacts to migratory fish might be required, should the SoS deem necessary.
- 4.3.4. The ExA are satisfied that the correct European sites and qualifying features have been identified for the purposes of assessment, and that all potential impacts which could give rise to significant effects have been identified.
- 4.3.5. The ExA find that no impact pathways exist to European sites either alone or in-combination with other plans or projects, and the scheme of operational monitoring to be secured in the draft Development Consent Order is sufficient to identify any future deviations.

- 4.3.6. The ExA concludes that there is sufficient information before the SoSESNZ to enable them to undertake an appropriate assessment to fulfil their duty under the requirements of the Habitats Regulations.

5. CONCLUSION ON THE CASE FOR DEVELOPMENT CONSENT

5.1. INTRODUCTION

5.1.1. This Chapter provides an evaluation of the planning merits of the Proposed Development. It does so in the light of the legal and policy context set out in [Chapter 2](#) and individual applicable legal and policy requirements identified in [Chapters 3](#) and [4](#). Whilst the Habitats Regulations Assessment (HRA) has been documented separately in [Chapter 4](#), relevant facts and issues set out in that chapter are taken fully into account.

5.1.2. Although the revised suite of National Policy Statements (NPS) were designated on 17 January 2024, the transitional provisions make clear that they have effect only for those applications for development consent accepted for examination after their designation. Therefore, no designated NPS has effect in relation to the Proposed Development and therefore the Application falls to be determined under s105 of the Planning Act 2008 (PA2008). It follows that the Examining Authority's (ExA) conclusions on the case for Development Consent are based on an assessment of those matters considered to be both important and relevant, as well as the submitted Local Impact Reports (LIR).

5.1.3. In addition to the examination of the Application as submitted, the ExA has also given some consideration to the implications of the removal of that part of the Proposed Development relating to setting of the Scheduled Ancient Monument (SAM) at Stow Park. The implications of this 'Stow Park Alteration' have been considered as an alternative to the main planning balance, as set out below.

5.2. SUMMARY OF THE MAIN PLANNING ISSUES

THE PRINCIPLE OF DEVELOPMENT

5.2.1. The urgent need for renewable energy generation of all types is established by the NPS, carried forward in the NSP designated in 2024. Large scale solar generation will be part of the mix of infrastructure and technology that it is anticipated will deliver this, in line with wider energy and climate objectives. The Proposed Development would make a meaningful contribution to meeting this need. In this regard the ExA's position is that the Proposed Development would be in general accordance with the provisions of 2011 NPS EN-1 relating to need.

5.2.2. In meeting this need, the ExA has found that the Proposed Development would do so with relative speed. It would therefore be able to support the Government ambition of a five-fold increase in combined ground and rooftop solar deployment by 2035. This is part of the mix of technologies that can support the delivery of a low-carbon, secure and affordable UK energy supply into the future. In this regard an important and relevant consideration is the commitment set out in 2024 NSP EN-1 to the provision of low carbon infrastructure as a critical national priority. Whilst this does not strictly form part of a designated NPS policy framework for the Proposed Development, it establishes a clear strategic frame of reference for equivalent development. It adds strong emphasis to the need case that this Proposed Development would meet.

5.2.3. The ExA has also found that the methodology used for site selection, and the consideration of alternatives, including different technologies, to be reasonable and

proportionate. It is apparent that the Point of Connection (PoC) to the National Electricity Transmission System (NETS) at the former West Burton 400kV Substation, and the need for substantial land areas to accommodate the solar arrays, have been the basis for the Applicant's search. With regard to the PoC, this existing connectivity to the NETS, in itself an infrastructure asset of very high value, enables the connection of new generating projects without the cost and time required to develop new long distance connection alignments and grid substations.

- 5.2.4. In terms of the land area sought, the Applicant has demonstrated that a dispersed layout and the use of large areas of agricultural land would be necessary based on the reasonable and proportionate consideration of alternatives. There is compliance with the requirements of 2011 NPS EN-1 and 2024 NPS EN-1 and the Environmental Impact Assessment (EIA) Regulations in this regard.
- 5.2.5. The Proposed Development would be considerably larger than the 'typical' 50 MW solar farm referred to in 2024 NPS EN-3. Nonetheless, the ExA found that the principle of maximising the use of the grid connection capacity is appropriate, subject to environmental impacts being acceptable.
- 5.2.6. In assessing impacts, much of the detail of the Proposed Development would be subject to post-consent approval. In this regard, by setting out the overall parameters for site layout and design, flexibility has been retained. However, the Environmental Statement (ES) assesses the worst-case scenario allowing adequate consideration of whether the Proposed Development would be acceptable in environmental terms. In this sense the Applicant has complied with the Rochdale Envelope approach set out in Advice Note 9.
- 5.2.7. In terms of the proposed 60-year operational period, the ExA does not consider this to be unreasonable in principle. Further, the ExA has considered the extension of the proposed operating period from that originally assessed and agree that this does not of itself result in the Application being different in nature from that originally submitted, nor would it give rise to additional adverse environmental effects beyond those that have been assessed. This conclusion remains in the light of the further consideration of the environmental implications of this extended period in Section 3.3 to 3.14 of this Report.
- 5.2.8. Overall, the ExA considers that the principle of the Proposed Development accords with local and national policy. The ExA therefore gives very great weight to the principle of the Proposed Development in terms of the of the renewable energy and net zero transition benefits it could deliver.

LANDSCAPE AND VISUAL

- 5.2.9. The ExA is satisfied with the adequacy and representativeness of the LVIA presented in ES Chapter 8, along with the supporting figures, appendices and the additional information. As a collective, this information provides sufficient detail to inform the baseline, to underpin the LVIA process, and to identify the likely significant effects of the Proposed Development. It has taken into account local landscape character assessments and in this regard complies with 2011 NPS EN-1.
- 5.2.10. The scale and therefore wide zone of influence of the Proposed Development, along with the open nature of this modest rural landscape, would mean that there would be adverse landscape effects on the host LCAs. This would be mitigated to some degree by the dispersed nature of the West Burton 1 (WB1), West Burton 2 (WB2) and West Burton 3 (WB3) sites, and primary and secondary landscape mitigation.

However, whilst the ExA acknowledges that there would be some beneficial effects associated with the reinforcement and maintenance of hedgerows, the Applicant's assessment does not provide justification for identifying the extent of beneficial landscape effects, noting particularly that the amount of additional planting would go beyond reinforcing LCA character. Also, there would be a long-term adverse effect on land use as a landscape receptor.

- 5.2.11. In terms of impacts on visual amenity, the dispersed nature of the Proposed Development means that there are a large number of visual receptors. There would be a clustering of the viewpoint, transport and PRoW receptors that would experience adverse effects in the vicinity of WB1 and WB2. Nonetheless, the ExA has found that the configuration of the Proposed Development, including the substation associated with WB3, and the management of landscape mitigation, would be such that the significant residual adverse visual effects would be modest in number. In this sense the Proposed Development would comply with the requirements of 2011 NPS EN-1 and 2011 NPS EN-5.
- 5.2.12. Overall, the Applicant's approach to minimising and mitigating the landscape and visual effects of the Proposed Development, would be reasonable and therefore in general accordance with 2011 NPS EN-1, and also 2024 NPS EN-1 and 2024 NPS EN-3.
- 5.2.13. It is relevant to note that 2024 NPS EN-3 refers to the fact that solar farms may have a wider zone of visual influence than other types of onshore energy infrastructure, though effective screening and appropriate land topography mean that the area of the zone of visual influence could be appropriately minimised. Nonetheless, the ExA has concerns that there would also be the potential for additional adverse visual effects when the dispersed development is experienced sequentially.
- 5.2.14. The ExA is satisfied that the extent of hedgerow removal would be modest and that this would be managed through the implementation of the Landscape and Ecological Management Plan. In this regard the requirements of 2024 NPS EN-3 are relevant (para 2.10.100 and 2.10.101). The ExA has also found that the landscape and visual impacts of security measures, including the security lighting for CCTV, would be minimised (para 2.10.47 and 2.10.48).
- 5.2.15. Turning to the cumulative effects with other solar developments, the ExA has found that the extent of proposed solar Nationally Significant Infrastructure Projects (NSIP), along with other proposed solar development across West Lindsey District and beyond, raises concerns about their potential combined effect on the landscape character of a wide area, as well as cumulative sequential visual impacts. Of relevance in this regard is the reference in 2024 NPS EN-3 to the fact that the SoS will take into account the effect of the development on landscape character, together with the possible cumulative effect with any existing or proposed development (para 2.10.157).
- 5.2.16. Based on the ExA's findings on landscape and visual matters, there would be some conflict with Central Lincolnshire Local Plan (CLLP) Policies S53 and S14 in relation to the requirement for development to contribute positively to local character and landscape. The Proposed Development would comply with those aspects of Policies S53, S14 and S66 in relation to the need to retain existing natural features including hedgerows and trees to ensure that the development can be satisfactorily assimilated into the surrounding area.

- 5.2.17. Taking all these matters into account and acknowledging that there would be some modest beneficial landscape and visual effects as well as adverse ones, the ExA ascribes moderate weight against the Order being made in relation to landscape and visual effects.

HISTORIC ENVIRONMENT

- 5.2.18. As required by Regulation 3 of the Infrastructure Planning (Decisions) Regulations 2010, the ExA has had regard to the desirability of preserving designated heritage assets, including listed buildings and their settings, the character and/or appearance of conservation areas and SAM or their settings.
- 5.2.19. In general terms the Applicant has adequately assessed the significance of the heritage assets affected by the Proposed Development and that the extent of the likely impact can be understood. The Application therefore meets the relevant requirements of 2011 NPS EN-1, 2024 NPS EN-1, the NPPF, PPG and local development plan policy.
- 5.2.20. With the exception of the issues identified below, the ExA considers that the Applicant's assessment of effects on designated and non-designated heritage assets represents a realistic worst-case assessment. This includes the possibility of significant residual effects on a number of non-designated archaeological remains. There would also be moderately adverse significant residual effects on several historic landscape receptors. Slight adverse effects to the settings of a number of listed buildings during construction and operation have also been identified.
- 5.2.21. The Applicant has also identified the potential for up to moderate or large beneficial effects during the operational phase to archaeological (or potential archaeological) sites as a result of their removal from the ploughing regime. It is also suggested that there would be beneficial in-combination effects to the overall character of the designated heritage assets due to the landscape mitigation as new planting would assist with framing and softening within the landscape.
- 5.2.22. The ExA has identified concerns regarding the extent of the Applicant's evaluation of potential archaeological remains. This relates specifically to the large proportion of the Order Limits that have not been the subject of trial trenching. In this regard there would be a risk of disturbance to as yet undiscovered archaeological remains associated with the installation of the solar site. The ExA has concluded that the Applicant's Written Scheme of Investigation (WSI) would not provide an adequate basis for appropriate mitigation to be provided.
- 5.2.23. The ExA has therefore considered the Applicant's 'without prejudice' version of the WSI (WP WSI), which would provide for further trial trenching to be undertaken. The additional investigation proposed would be a proportionate response to the sensitivity of the area and the extent of ground disturbance proposed. Therefore, the ExA's recommended Development Consent Order (DCO) refers to the WP WSI at Requirement 12. A requirement to adhere to the further investigative work set out in the WP WSI, and for this to inform a final WSI, would mean that there would be no conflict with the provisions relating to archaeology within the 2011 versions of the NPS, the 2024 versions of the NPS or the relevant provisions of the Development Plan.
- 5.2.24. With reference to the effect of the Proposed Development on the significance of the medieval bishops palace and deer park, Stow Park, the ExA in concluded in Section 3.4 that, based on of the Application as submitted and examined (but not including

the without prejudice offer to exclude arrays from the deer park land at Stow Park), there would be substantial harm to the setting of this SAM. This conclusion was reached principally because of the long term period over which it would not be possible to appreciate the historic landscape of the former deer park, which forms the setting of the SAM, if this land were to be 'washed over' by the solar array.

- 5.2.25. This is a matter to be given very great weight, noting that the NPS and NPPF are clear that, where substantial harm to a designated heritage asset is found, consent should generally be refused unless the substantial harm is necessary to deliver public benefits that would outweigh the harm.
- 5.2.26. The ExA has also considered an amendment to the Application involving the removal of the solar panels from the former deer park. Based on the information available by the end of the Examination, it appears that such a modification would address substantive concerns relating to the setting of the SAM. The ExA therefore recommends that to remove an instance of substantial harm, it is necessary that the Proposed Development be amended to remove the array installations forming part of WB3 from the former deer park land. The remaining requirement for temporary interference relating to part of the former deer park would mean that less than substantial harm to the setting of the SAM would remain. In either scenario, heritage harm must be considered against the public benefits of the Proposed Development. This will be addressed in the planning balance below. Furthermore, the implications in terms of land and rights matters will be considered in [Chapter 6](#), and for the dDCO will be considered in [Chapter 7](#).
- 5.2.27. Finally in terms of cumulative effects, the ExA found in Section 3.4 that there would be moderate adverse effects in relation to the setting of the Roman Villa at Scampton, when the Proposed Development would be seen jointly with the Cottam Solar Project. In-combination adverse effects were also identified in relation to this heritage receptor.
- 5.2.28. The ExA concludes on the accordance with heritage policy provisions overall following consideration of public benefits as part of the planning balance in Sections 5.3 and 5.4 below.

BIODIVERSITY AND ECOLOGY

- 5.2.29. Overall, the ExA is satisfied that biodiversity and ecology considerations have been adequately assessed in the ES. The ExA notes the agreement between the Applicant, Natural England (NE) and the Environment Agency (EA) on these matters, as well as with the host authorities.
- 5.2.30. The consideration of impacts of the Proposed Development has been appropriately informed by survey data, and adequate mitigation would be secured to manage the effects on designated sites, habitats and species. Specifically, mitigation would be secured through the DCO at Requirement 5: Detailed Design Approval, Requirement 7: LEMP; Requirement 8: Ecological Protection and Mitigation Strategy; Requirement 9 Biodiversity Net Gain (BNG) and Requirement 15: Construction Traffic Management Plan (CTMP).
- 5.2.31. The ExA considers that any adverse effects on designated sites would not be significant. However, there would be significant adverse effects in relation to protected species and habitats. The ExA has considered the mitigation proposed and the residual effects, and has concluded that the benefits from the Proposed Development, including need, clearly outweigh any remaining adverse effects.

- 5.2.32. There would be enhancements to biodiversity and ecology across the Order Limits arising from the Proposed Development. Specifically, the minimum BNG units required by the BNG Strategy would be capable of being managed and secured over the lifetime of the Proposed Development. The securing of BNG would be a benefit which mitigates and enhances habitats for species.
- 5.2.33. The ExA concludes overall that the Proposed Development would accord with 2011 NPS EN-1, 2011 NPS EN-5, the 2024 NPSs, the National Planning Policy Framework (NPPF) and development plan policy on these matters. Whilst adverse effects for sites and habitats have been identified there are also beneficial effects which would arise for certain species. The Proposed Development would also secure significant BNG. Overall, the ExA affords the effects on biodiversity and ecology a little positive weight in the planning balance.
- 5.2.34. The ExA's conclusions on HRA are addressed separately in [Chapter 4](#), though this conclusion aligns fully with the conclusions drawn there.

TRAFFIC AND TRANSPORT

- 5.2.35. The ExA is satisfied with the traffic and transport assessment set out in the TA in terms of meeting the requirements of 2011 NPS EN-1.
- 5.2.36. The residual effects of the Proposed Development in terms of traffic generation and highway safety, when considered both alone and cumulatively with other developments, would be unlikely to be significant. Based on the evidence presented to the Examination, the construction phase of the Proposed Development would not have an adverse effect on non-motorised local road and PRoW users.
- 5.2.37. More specifically, the control and management measures set out in the DCO would be sufficient to mitigate the adverse effects of the Proposed Development to an acceptable level. In this regard the relevant measures within the DCO include Requirement 5: Detailed design approval; Requirement 15: Construction traffic management plan; Requirement 18: Public rights of way, and Requirement 21: Decommissioning and restoration.
- 5.2.38. Overall, the ExA is satisfied that the Proposed Development would meet the requirements of 2011 NPS EN-1, 2024 NPS EN-1, 2024 NPS EN-3, the NPPF and development plan policy. The matters addressed relating to transport and access including safety, construction traffic and cumulative considerations are therefore afforded neutral weight in the planning balance not positively for or negatively against the Proposed Development. Where the term 'neutral' is used with reference to the planning balance in the remainder of this Chapter, the same meaning is intended.

AGRICULTURE AND SOILS

- 5.2.39. Government seeks to discourage the siting of solar farms on BMV agricultural land. In this case the amount of BMV land required as a proportion of the Order Limits would be modest, and the ExA accepts that the Applicant has sought to minimise the impact on BMV land, including through the design evolution alterations.
- 5.2.40. Whilst effects on the soil resource would be managed by the Soil Management Plan (SMP) and in many respects the effects of the Proposed Development would be reversible, the extent to which the quality of land resource itself would improve is not clear. It remains that a large area of agricultural land would be removed from arable

food production for a long-term period. The long-term unavailability of this land for continued arable use would be contrary to Footnote 62 requirement of the NPPF.

- 5.2.41. The ALC survey follows NE's guidance. It provides the classification of land required in order to understand and assess impacts of the Proposed Development, including the amount of BMV. The ExA therefore considers the ALC survey to provide sufficient information for an assessment to be made.
- 5.2.42. Whilst the ALC survey does not cover the CRC, any loss of agricultural land here would be over a relatively modest area and for a short duration. Further, the oSMP would ensure the management of the soil in this area. Specific measures relating to the CRC include soil survey and investigation prior to construction, so that it would be preserved as far as possible. In a worst-case-scenario event that the soil in the CRC were to be BMV land, measures would minimise degradation of handled and trafficked soil. As such, the ExA considers that mitigation measures would be adequately secured in the oSMP [\[REP3-016\]](#).
- 5.2.43. The Proposed Development would be decommissioned within 60 years of the final commissioning date. Following decommissioning, the land would revert to agricultural use. Whilst in this sense it would be time limited, the effects on the agricultural land resource would be long term. The oSMP provides a commitment to the restoration of the land grades and includes decommissioning arrangements which cover all aspects of the Proposed Development. Because the agricultural land would lie fallow, arable farming would be possible following decommissioning.
- 5.2.44. On the basis of the direct and cumulative agricultural job losses, and the identified benefits, the ExA considers that farming businesses would be unlikely to be unacceptably impacted by the Proposed Development.
- 5.2.45. In general terms the Proposed Development would accord with the requirements of the 2011 NPSs, the 2024 NPSs, the PPG, the 2015 WMS, and development plan policy in terms of seeking to minimise and justify the use of BMV land. Nonetheless, on the basis of a long-term loss to agricultural production, the ExA affords the effects on soils and agriculture a little negative weight.

SAFETY AND MAJOR INCIDENTS

- 5.2.46. The ExA has focused matters relating to BESS, major incident hazard sites and glint and glare. Other matters identified in the Applicant's ES are either dealt with under other Sections of this Report or would not result in significant effects.
- 5.2.47. The concerns raised by IPs in relation to the safety of the Battery Energy Storage System (BESS) arise out of the recognised risks associated with lithium-ion batteries in terms of the issues associated with previous thermal runaway events, the proximity of the BESS to the residential areas, fire and toxic emissions and the potential for toxic run-off. Whilst the ExA appreciates these concerns, it is assured that, through the documentation and evidence presented to the Examination, the Applicant has demonstrated a thorough understanding of the risks involved and the measures required to ensure they are suitably mitigated.
- 5.2.48. More specifically, the oBSSMP (outline Battery Safety Storage Management Plan), and the development of the associated Battery Safety Storage Management Plan (BSSMP), would ensure that identified risks are suitably managed and mitigated through safeguards and checks during final design, installation and thereafter in operation. Furthermore, whilst the risks of fire would be very low, in the event that

one did occur, suitable measures would be contained in the BSSMP to ensure that this would not significantly impact on the surrounding areas.

- 5.2.49. In terms of glint and glare, the ExA is satisfied that the assessment of potential impacts on nearby homes, motorists, public rights of way, and aviation infrastructure (including aircraft departure and arrival flight paths) has been undertaken. In this regard the requirements of 2024 NPS EN-1 paragraph 2.10.158 have been met.
- 5.2.50. There is no evidence that, when considered cumulatively with other solar developments, there would be any increase in risks of major accidents and disasters resulting from the Proposed Development.
- 5.2.51. Overall, the ExA finds that the information provided would accord with relevant policy and guidance, and in particular would satisfy the requirements of the EIA Regulations in respect of major incidents and disasters. For these reasons, the effect of the Proposed Development in terms of safety and major incidents is weighted as neutral in the planning balance.

NOISE AND VIBRATION

- 5.2.52. The ExA has concluded that the Proposed Development would avoid any significant adverse impacts on health and quality of life from noise and vibration. The ExA considers the Applicant has adequately assessed the noise and vibration effects of the Proposed Development and has provided sufficient evidence to support the conclusions on those effects.
- 5.2.53. In terms of mitigation, measures set out in the DCO would be sufficient to mitigate the adverse effects of the Proposed Development to an acceptable level. These would be secured in Requirement 5: Detailed design approval; Requirement 6: Battery safety management; Requirement 10: Fencing and other means of enclosure; Requirement 13: Construction environmental management plan; Requirement 15: Construction travel management plan; Requirement 16: Operational noise, and Requirement 21: Decommissioning and restoration. The mitigation measures secured would address potentially disruptive noise effects during construction and decommissioning.
- 5.2.54. The noise resulting from the construction, operation and decommissioning phases of the Proposed Development on its own and cumulatively would remain below the significance thresholds as set out in the NPSE and NPPF. Overall, the ExA finds that the information provided in terms of noise and vibration meets the requirements of 2011 NPS EN-1, 2011 NPS EN-5 and the 2024 NPSs. It would also accord with the NPPF and the PPG: Noise, and development plan policy. As such, the effect of the Proposed Development in terms of noise and vibration is weighted as neutral in the planning balance.

AIR QUALITY

- 5.2.55. There would be the potential for construction and decommissioning activities to have an impact on air quality, particularly through elevated dust levels. However, these would be short-term in nature. Furthermore, the proposed mitigation measures which would be secured through the DCO would minimise the release of dust, noting the presence of nearby receptors. Specifically, mitigation measures would be secured by Requirement 5: Detailed design approval; Requirement 6: Battery safety management; Requirement 13: Construction environmental management plan; Requirement 15: Construction traffic management plan; and Requirement 21: Decommissioning and restoration.

- 5.2.56. No significant adverse effects would be likely to arise through the construction, operation and decommissioning phases of the Proposed Development, nor would they arise when considered cumulatively. The assessments undertaken provide a sufficient assessment of the effects on air quality. Therefore, the Proposed Development would accord with 2011 NPS EN-1, the 2024 NPSs, the NPPF and development plan policy. For these reasons, the effect of the Proposed Development in terms of air quality is weighted as neutral in the planning balance.

HEALTH AND WELLBEING

- 5.2.57. The ExA is satisfied that the scope and methodology of the human health and wellbeing assessment undertaken has sufficiently addressed the potential for health and wellbeing impacts. This has recognised the breadth and cross-cutting nature of environmental matters relevant to a comprehensive consideration of direct and indirect effects on health and wellbeing. The absence of an Health Impact Assessment does not result in a deficient assessment of health impacts.
- 5.2.58. The ExA has acknowledged the extent of concerns relating to community mental health and wellbeing. In this regard, whilst a specific assessment of mental health and wellbeing impacts has not been undertaken, the ExA is satisfied that the ES has recognised the breadth of contributory factors and that opportunities to mitigate direct and indirect impacts have been considered and identified.
- 5.2.59. The public would not be exposed to long-term, low EMFs or above reference levels of high EMFs. In this regard the requirements of 2011 NPS EN-5 would be met.
- 5.2.60. In terms of human health and wellbeing effects overall, the ExA has noted that when the Proposed Development is considered both alone and cumulatively, there would be residual moderate adverse effects in relation to long distance recreational routes for the construction phase. On this point the ExA is satisfied that, with the operation of the various management plans dealing with the maintenance of access to PRoW, any adverse effects on accessibility would be temporary and mitigated. This therefore would not weigh negatively in the balance in relation to health impacts.
- 5.2.61. Overall, the Applicant's consideration of health impacts is consistent with the provisions of the 2011 and 204 NPS, as well as relevant development plan policy. For these reasons, the effect of the Proposed Development in terms of health and wellbeing is weighted as neutral in the planning balance.

WATER ENVIRONMENT AND FLOODING

- 5.2.62. The ExA's view is that the Applicant has satisfactorily addressed flood risk and drainage matters. In assessing the effects of the Proposed Development, mitigation would be secured through the following Requirements within the DCO: Requirement 5: detailed design approval; Requirement 11: surface and foul water drainage; Requirement 13: Construction environmental management plan; Requirement 14: Operational environmental management plan; and Requirement 22 Long term flood risk mitigation.
- 5.2.63. A revised Flood Risk Assessment (FRA) covering the 60-year operational period, secured via Requirement 22 of the DCO, would ensure that predicted flood levels for the lifetime of the Proposed Development have been considered fully. Additional DCO requirements which could be impacted by flood risk, and therefore need to take account of the revised FRA, are discussed further in [Chapter 7](#). The ExA considers that the requirements of the sequential and exception tests set out in 2011 NPS EN-1 and 2024 NPS EN-1 have been addressed and have been met.

- 5.2.64. With regard to river flooding and surface water run-off, the ExA is content that the mitigation proposed would adequately deal with the impacts. This covers the operational phase, as well as at construction and decommissioning. The same conclusion is drawn in relation to cumulative impacts.
- 5.2.65. In reaching these conclusions the ExA has considered the concerns expressed by IPs about existing flooding issues in this area. However, there is no evidence before the ExA to indicate that the Proposed Development with its associated mitigation measures would exacerbate this situation.
- 5.2.66. An appropriate Water Framework Directive (WFD) Assessment has been prepared. The ExA is satisfied that the effect of the Proposed Development on WFD waterbodies would not be unacceptable. The ExA is also satisfied that there is no evidence to suggest that gypsy and traveller groups would be disproportionately affected by the Proposed Development.
- 5.2.67. Overall, the ExA considers that the Applicant has satisfactorily assessed flood risk and drainage, and on the water environment more generally to indicate that the Proposed Development would not give rise to significant effects. The ExA is satisfied that the Proposed Development would meet the requirements of 2011 NPS EN-1, 2011 NPS EN-5, 2024 NPS EN-1, 2024 NPS EN-3, the NPPF, the PPG and development plan policy. For these reasons, the effect of the Proposed Development in terms of water environment and flooding is weighted as neutral in the planning balance.

SOCIO-ECONOMIC MATTERS

- 5.2.68. The ExA is satisfied that the socio-economic, tourism and recreation impacts of the Proposed Development have been adequately assessed. Following mitigation, there would be adverse effects on the tourism sector through landscape harm, as well as adverse effects on long-distance recreation routes during construction. Set against this the new semi-accessible habitat management area and permissive path would be beneficial additions. There would be some loss of agricultural jobs and an impact on the agri-food sector which would affect the area until decommissioning. However, there would also be some positive socio-economic benefits to the local economy and potential to support further economic development and skills provision in the area.
- 5.2.69. A number of cumulative residual beneficial and adverse effects would also be anticipated. Mitigation measures set out in the dDCO would be sufficient to mitigate the adverse effects of the Proposed Development to an acceptable level. Specifically, these include: Requirement 13: Construction environmental management plan; Requirement 15 construction traffic management plan; Requirement 18: public rights of way; Requirement 20: skills, supply chain and employment; and Requirement 21: Decommissioning and restoration.
- 5.2.70. Overall, the ExA considers that the Applicant has satisfactorily assessed that the Proposed Development would not give rise to significant effects, or that those which may arise have been considered and adequately mitigated where possible. The ExA is satisfied that the Proposed Development would meet the requirements of 2011 NPS EN-1, 2011 NPS EN-5, 2024 NPS EN-1, 2024 NPS EN-3, the NPPF, the PPG and development plan policy. Similarly, on balance, employment and visitor economy considerations would accord with and the provisions of CLLP Policy S54. As a result, taking account of the mix of adverse and beneficial effects, the effect of

the Proposed Development in terms of socio-economic matters is weighted as neutral in the planning balance.

OTHER PLANNING MATTERS

Climate change

- 5.2.71. The ExA's view is that the Applicant's approach to the assessment of the climate effects of the Proposed Development is based on reasonable assumptions and is proportionate. Differences of interpretation relating to cumulative effects merit a more conservative approach to the consideration of cumulative benefits.
- 5.2.72. The ExA concludes that during the operation of the Proposed Development there would be a significant beneficial effect due to displacement of GHG emissions from other sources of fossil fuel generation. In this regard the Applicant has demonstrated that GHG emission savings resulting from the operation of the Proposed Development would offset construction emissions within three years of operation, and from that point forward the ongoing emission savings would be very substantial. The Applicant has also taken reasonable steps to reduce carbon emissions during the lifetime of the Proposed Development in accordance with the 2011 and 2024 NPS.
- 5.2.73. The ExA therefore agrees that the Applicant's conclusions that the net carbon benefit of the Proposed Development would be a material change to the UK's carbon emissions leading to a major beneficial effect. As reflected in the consideration of the principle of development above, the overall benefit of the contribution of the Proposed Development towards renewable energy carries very great weight in the planning balance.
- 5.2.74. Accordingly, the ExA considers that the Proposed Development would meet the requirements of 2011 NPS EN-1 and 2024 NPS EN-1, the NPPF and local development plan policies.

Waste

- 5.2.75. The ExA accepts the assumptions made around solar PV panel replacement rates to be reasonable. Whilst it is acknowledged that it is unlikely to be a 'straight line' replacement rate, over the lifetime of the Proposed Development, it is sufficiently accurate to enable calculations relating to waste arisings.
- 5.2.76. The ExA is aware of the uncertainty around waste effects beyond 2038 which cannot be fully addressed at this point. The potential for a cumulative moderate or large adverse effect on landfill waste handling in Nottinghamshire during the decommissioning phase has been identified, with the intention that this would be addressed through the final Decommissioning Statement, secured via the DCO.
- 5.2.77. Overall, the ExA's view is that the Applicant has set out an effective system for dealing with waste arising from the Proposed Development, including with regard to opportunities for recycling and the reduction of waste. This would in general terms accord with the relevant waste management provisions of 2011 NSP EN-1 and 2024 NPS EN-1. However, the potential for significant cumulative decommissioning effects weighs a little against the Proposed Development in the overall planning balance.
- 5.2.78. In this regard, should these solar developments proceed, the solar industry and local minerals and waste planning authorities should continue to engage on this

point, so that when solar farms reach the end of their design life, and significant volumes of decommissioning takes place in a relatively short period, a strategy for the formation of reception and handling facilities has been prepared.

Cumulative effects

- 5.2.79. The ExA has also considered the approach to the assessment of cumulative effects with other proposed and emerging solar projects. The ExA has noted that this situation is unprecedented and understandably over-whelming for IPs. The PA2008 requires that procedurally these proposals must be examined separately. Nonetheless the ExA considers that, the Examination has allowed for cumulative considerations to be adequately addressed in accordance with the requirements of 2011 NPS EN-1 and 2024 NPS EN-1. This is a neutral matter in the overall balance.

HRA CONSIDERATIONS

- 5.2.80. In [Chapter 4](#) of this Report the ExA has found that the Proposed Development would not be likely to have a significant effect on the qualifying features of any European site, when considered alone or in combination with any other plans or projects. While there are relevant mitigation measures secured by the Applicant's final dDCO which would minimise impacts to European sites, none of these have been relied upon in reaching the conclusion of no likely significant effect. The ExA considers that there is sufficient information before the SoS to enable them to conclude that an appropriate assessment is not required.

5.3. THE PLANNING BALANCE: THE APPLICATION AS MADE

THE HERITAGE BALANCE

- 5.3.1. The ExA has found that the Proposed Development would result in substantial harm to the setting of designated heritage asset, the SAM at Stow Park (Section 3.4). Additionally, significant adverse cumulative effects on views from Lincoln Cliff relating to the setting of the Roman Villa at Scampton, slight adverse effects to the settings of a number of listed buildings during construction and operation have also been identified, and harm to number of non-designated heritage assets.
- 5.3.2. Paragraph 5.8.14 of 2011 NPS EN-1 refers to the presumption in favour of the conservation of designated heritage assets. The more significant the designated heritage asset, the greater the presumption in favour of its conservation should be. In this regard substantial harm to or loss of designated assets of the highest significance, including Scheduled Monuments, should be wholly exceptional. This is reiterated at paragraph 5.8.14 of 2024 NPS EN-1 and is therefore an area in which there is policy continuity.
- 5.3.3. Paragraph 5.8.15 of 2011 NPS EN-1 then requires that any harmful impact on the significance of a designated heritage asset should be weighed against the public benefits of the development. Where the application would lead to substantial harm to the significance of a designated heritage asset, the decision-maker should refuse consent, unless it can be demonstrated that the substantial harm to or loss of significance is necessary to deliver substantial public benefits that outweigh that loss or harm. The same is true for development affecting the setting of a designated heritage asset (2011 NPS EN-1, para 5.8.18).
- 5.3.4. The NPPF indicates at paragraph 205 that when considering the impact of a proposed development on the significance of a designated heritage asset, great weight should be given to the asset's conservation. Paragraph 206 goes on to

establish that ‘*substantial harm to or loss of.....assets of the highest significance, notably scheduled monuments.....should be wholly exceptional.*’ Further, paragraph 207 sets out that in circumstances of substantial harm, consent should be refused unless it can be demonstrated that the substantial harm or total loss is necessary to achieve substantial public benefits that outweigh that harm or loss.

- 5.3.5. In coming to a view on these matters, the ExA has also had regard to the duties under Regulation 3 of the Infrastructure Planning (Decisions) Regulations 2010 and the requirement therein that the decision-maker must have regard to the desirability of preserving the scheduled monument or its setting.
- 5.3.6. In considering public benefits, the ExA has noted that the principle of the Proposed Development in terms of supporting the urgent need for renewable energy generation of all types has been established by 2011 NPS EN-1, carried forward and identified as a critical national priority by 2024 NPS EN-1. Whilst strict adherence to these provisions in this transitional period is not required, this is a matter to which the ExA has ascribed very great beneficial weight. The consideration of BNG provisions carry a little beneficial weight. Other matters considered carry some weight against the Proposed Development, noting the moderate level of harm associated with landscape and visual matters.
- 5.3.7. Set against this is the duty to give considerable importance and weight to harm to designated heritage assets. In these circumstances there must be clear and convincing justification for the level of harms identified, noting particularly that the level of harm identified should be wholly exceptional. In this regard, the ExA has recognised the very great benefits associated with renewable energy developments of this nature. However, this benefit is not automatically an over-riding factor. In this case it must be considered against the substantial harm which would be caused to the setting of a designated heritage asset of the highest significance. This is a matter of very great importance. In these circumstances the ExA concludes that these benefits are not of such weight as to overcome the harms identified. The level and degree of heritage harm identified would decisively outweigh the public benefits.

OVERALL PLANNING BALANCE

- 5.3.8. In accordance with the duties under the Planning Act 2008 (PA2008) the ExA has had regard to the three submitted LIR, s105(2)(a), prescribed matters, s105(2)(b) and all other important and relevant matters, including the NPS, the 2024 NPS, the NPPF and the Development Plan s105(2)(c).
- 5.3.9. The Proposed Development would make a significant contribution to the urgent need for low carbon electricity generation established in 2011 NPS EN-1 and carried through in 2024 NPS EN-1, which has become more urgent following the legally binding target of Net Zero by 2050. This significant public benefit carries very great weight in favour of granting development consent. The Proposed Development would also provide for significant BNG which, in addition to offsetting harms to ecology and biodiversity, would contribute a little beneficial weight.
- 5.3.10. The ExA has identified a range of other matters where adverse effects would be minor, and where such effects would be minimised and/ or mitigated to the extent that they do not weigh significantly against the DCO being made. The exception is in relation to landscape and visual matters, which would be moderately harmful, though not to the extent that this would offset the benefits of the Proposed

Development. There would also be a little harm associated with loss of agricultural productivity, and cumulative considerations relating to waste management.

- 5.3.11. Of greater importance is the substantial harm that would be caused to the setting of the SAM which would not be outweighed by public benefits. There would also be slight adverse effects to the settings of a number of listed buildings, cumulative harm to the setting of a SAM and also harm to non-designated heritage assets. This adds further to the weight against the Proposed Development, even taking into consideration the benefits proposed.
- 5.3.12. In conclusion, having had regard to the submitted LIRs, prescribed matters and all important and relevant matters, the ExA finds that, on the balance of considerations, the case for development consent to be granted for the Proposed Development as applied for has not been made.
- 5.3.13. The ExA carries this conclusion forward into the consideration of the CA and TP proposals in [Chapter 6](#) and consideration of the draft DCO in [Chapter 7](#).

5.4. THE PLANNING BALANCE: THE STOW PARK ALTERATION

THE HERITAGE BALANCE

- 5.4.1. Noting that the ExA has found that the Proposed Development would result in substantial harm to the setting of the SAM at Stow Park, the ExA has given consideration to an amendment to the Application which would result in the removal of that part of the Proposed Development (seen at Figure 1 of [\[REP7-022\]](#)). This 'Stow Park Alteration' would address substantive concerns, though the need for temporary interference would mean that less than substantial harm to the setting of the SAM would remain.
- 5.4.2. Additionally, as noted above, there would be cumulative harm to the setting of a SAM, less than substantial harm to the settings of a number of listed buildings and harm to a number of non-designated heritage assets.
- 5.4.3. In undertaking the heritage balance the ExA has considered the great weight that must be given to the conservation of heritage assets. Set against this is the timely contribution the Proposed Development would make towards renewable energy generation, along with benefits to BNG. In this context, the ExA is of the view that the harms that would be caused to these heritage assets would, when considered both individually and cumulatively, be outweighed by these benefits.
- 5.4.4. Overall, notwithstanding the harm resulting, the ExA considers that matters concerning the historic environment would accord with the relevant policy provisions of the 2011 NSP EN-1, 2024 NSP EN-1 and 2024 NPS EN-3.

OVERALL PLANNING BALANCE

- 5.4.5. In reaching an overall balance the ExA has a duty under the s105 of the PA2008 to have regard to the LIR, any matters prescribed and other matters considered important and relevant. As such the ExA has considered the provisions of the three submitted LIR and all other important and relevant matters, including the NPS, the 2024 NPS, the NPPF and the Development Plan.
- 5.4.6. The ExA has recognised the important and timely contribution the Proposed Development would make towards the achievement of renewable energy targets associated with Government policy and legal obligations. This would support policy

provisions set out in 2011 NPS EN-1, 2024 NPS EN-1 and 2024 NPS EN-3. This carried very great weight. It would also result in significant BNG which, in addition to offsetting harms to ecology and biodiversity, would contribute a little beneficial weight.

- 5.4.7. Set against this, a range of negative impacts have been identified. The ExA has found that the Proposed Development would lead to less than substantial harm to the setting of a number of listed buildings, cumulative harm to the setting of a SAM, and harm to non-designated heritage assets. A little negative weight is attached to cumulative considerations relating to waste management. The ExA has also found that the Proposed Development would result in residual slight adverse effects in terms of agricultural land productivity. However, as negative impacts could be managed to an acceptable level, the ExA affords this a little negative weight. Furthermore, it is important to note that around a third of the former deer park area relates to BMV land and that this area encompasses all of the Grade 1 land (17.6 ha) included in the Application as submitted.
- 5.4.8. Whilst the approach to minimising and mitigating the landscape and visual effects of the Proposed Development would be satisfactory, there would be adverse visual effects when the dispersed development is experienced sequentially, and the potential for cumulative adverse effects on the landscape character of a wide area, as well as cumulative sequential visual impacts. As such the ExA has attached moderate adverse weight to these effects.
- 5.4.9. Taking the above factors into account and having had regard to all important and relevant matters, the ExA concludes that there are no adverse impacts of sufficient weight, either on their own or collectively, that would suggest that development consent should not be granted. The ExA concludes that the harm identified to heritage assets, agricultural land and to the local landscape would be clearly outweighed by the substantial benefit from the provision of low carbon energy to meet the need identified in 2011 NPS EN-1, continued into 2024 NPS EN-1 and 2024 NPS EN-3, noting also the benefits to ecology and biodiversity.
- 5.4.10. The ExA concludes that there is no breach of 2011 NPS policy, or the policies contained in the 2024 NPS. The Proposed Development therefore accords with the relevant 2011 NPSs and the 2024 NPSs. Regard has been paid to the three LIR, to prescribed matters and all other important and relevant policy, and to other important and relevant matters in this Report. The ExA does not consider that there are any other matters that are both important and relevant to the decision that would lead to a different conclusion being reached.
- 5.4.11. The ExA has reached this conclusion based on all matters before the Examination. As the Bassetlaw Local Plan 2020-2038 was adopted after the close of the Examination the ExA has not had regard to it. However, noting this change in status, the SoS may wish to consider further whether any of its provisions are important and relevant to the decision on this Application.
- 5.4.12. For the reasons set out above, the ExA concludes that, on the balance of considerations, the case for development consent to be granted has been made subject to a limitation that the identified part of the solar array at WB3 should not be constructed within the historic landscape setting of the Stow Park SAM.
- 5.4.13. The ExA carries this conclusion forward into the consideration of the CA and TP proposals in [Chapter 6](#) and consideration of the draft DCO in [Chapter 7](#).

6. LAND RIGHTS AND RELATED MATTERS

6.1. INTRODUCTION

6.1.1. The Application includes proposals for the Compulsory Acquisition (CA) and Temporary Possession (TP) of land and rights over land. The case for CA and TP is examined in accordance with the tests in the Planning Act 2008 (PA2008) as amended.

6.1.2. This Chapter follows the structure set out below:

- Legislative Requirements;
- The request for CA and TP powers;
- The purposes for which land is required and the scope of the powers sought;
- The examination of the CA and TP case;
- Consideration of individual objections and issues;
- Statutory Undertakers (SU);
- Other particular considerations; and
- Conclusions.

6.2. LEGISLATIVE REQUIREMENTS

PA2008

6.2.1. Section (s)122(2) of the PA2008 provides that a Development Consent Order (DCO) may include provision authorising CA only if the Secretary of State (SoS) is satisfied that certain conditions are met. These include that the land subject to CA is required for the development to which the development consent relates or is required to facilitate or is incidental to it.

6.2.2. In addition, s122(3) requires that there must be a compelling case in the public interest for the land to be acquired compulsorily. For this to be met, the 'Planning Act 2008: guidance related to procedures for the compulsory acquisition of land' 2013 (the CA Guidance)²⁹ indicates that the SoS will need to be persuaded that there is compelling evidence that the public benefits that would be derived from the CA will outweigh the private loss that would be suffered by those whose land is to be acquired.

6.2.3. S123 requires the SoS to be satisfied that one of the three procedural conditions set out in subsections (2) and (4) are met, namely:

- That the application for the order included a request for CA of the land to be authorised; or
- That all persons with an interest in the land consent to the inclusion of the provision; or
- That the prescribed procedure has been followed in relation to the land.

6.2.4. S127 of the PA2008 applies to SU's land. S127(2) and (3) state that an order granting development consent may include provisions authorising the CA of SU land only to the extent that the SoS is satisfied that it can be purchased and not replaced without serious detriment to the carrying on of the undertaking or if purchased it can

²⁹ Published by the former Department for Communities and Local Government

be replaced by other land belonging to, or available for acquisition by, the undertakers without serious detriment to the undertaking.

- 6.2.5. Similarly, s127(5) and (6) of the PA2008 provide that an order granting development consent may only include provision authorising the CA of rights over land belonging to SUs to the extent that the SoS is satisfied that the right can be taken without serious detriment to the carrying out of the undertaking, or that any detriment can be made good by the SU by the use of other land belonging to or available for acquisition by them.
- 6.2.6. S138 of the PA2008 relates to the extinguishment of rights and the removal of apparatus on SU land. It states that an order may include a provision for the extinguishment of the relevant rights, or the removal of the relevant apparatus only if the SoS is satisfied that the extinguishment or removal is necessary for the purposes of carrying out the development to which the order relates.
- 6.2.7. S115(2) of the PA2008 provides that, in addition to the development for which consent is required under Part 3 of the PA2008 (the principal development), consent may also be granted for associated development. The PA2008 defines associated development as development which is associated with the principal development.
- 6.2.8. TP powers are also capable of being within the scope of a DCO by virtue of Paragraph 2, Part 1 of Schedule 5 to the PA2008. This allows for, amongst other things, the suspension of interests in or rights over land compulsorily or by agreement. The PA2008 and the associated CA Guidance do not contain the same level of specification and tests to be met in relation to the granting of TP powers, as by definition such powers do not seek to permanently deprive or amend a person's interests in land. Further, such powers tend to be ancillary and contingent to the application proposal as a whole, in the sense that they are only capable of proceeding if the primary development is justified.

NEIGHBOURHOOD PLANNING ACT 2017

- 6.2.9. The Neighbourhood Planning Act 2017 includes several provisions related to the TP of land including notice requirements, the service of counter notices and compensation. These provisions are not yet in force and are described as technical changes in the explanatory notes that accompany the Act.
- 6.2.10. Article 6(1)(h) of the Examining Authority's (ExA) recommended DCO (rDCO) (found at Annex E of this Report) disapplies the provisions of the Act insofar as they relate to TP of land under articles 29 (TP of land for carrying out the authorised development) and 30 (TP of land for maintaining the authorised development).
- 6.2.11. Whilst on this basis it is not necessary to assess the Proposed Development against these provisions, they provide a useful indication of how Parliament considers these matters should be addressed and how a balance can be struck between acquiring authorities and those whose interests are affected by the use of such powers.

THE CA GUIDANCE

- 6.2.12. In addition to the legislative requirements set out above, the CA Guidance sets out a number of general considerations which also have to be addressed including:
- Whether all reasonable alternatives to CA have been explored;
 - Whether the Applicant has a clear idea of how it intends to use the land subject to CA powers;

- Whether the Applicant can demonstrate that funds are available to meet the compensation liabilities that might flow from the exercise of CA powers; and
- Whether the SoS is satisfied that the purposes stated for the CA and TP are legitimate and sufficiently justify the inevitable interference with the human rights of those affected.

6.2.13. The ExA has taken all relevant legislation and guidance into account in the reasoning below and relevant conclusions are drawn at the end of this Chapter.

6.3. THE REQUEST FOR CA AND TP POWERS

6.3.1. The request for CA and TP powers is made through the inclusion of Part 5 ‘Powers of Acquisition’ in the Applicant’s draft DCO (dDCO) and other provisions.

6.3.2. None of the land included in the CA request is National Trust Land, Open Space or common land and as a consequence this Report does not discuss special statutory provisions applicable to these types of land.

6.3.3. The Order Limits include Crown land with the Applicant seeking the acquisition of rights over this land.

6.3.4. During the Examination the Applicant made a formal change request (the details of which can be found in Section 1.5). As additional land was requested, the changes engaged the Infrastructure Planning (Compulsory Acquisition) Regulations 2010 (the CA Regulations). The ExA accepted the change request, subject to the subsequent fulfilment of duties under Regulations 7, 8 and 9 of the CA Regulations.

6.3.5. The Applicant’s final preferred version of the DCO was submitted at Deadline (DL) 7 [\[REP7-002\]](#).

6.3.6. At the close of the Examination, the Application was supported by the following:

- Statement of Reasons (SoR) [\[REP6-044\]](#);
- Book of Reference (BoR) [\[REP6-002\]](#);
- Land Plan [\[REP6-017\]](#); Works Plan [\[REP5-035\]](#), Access Plan [\[REP5-090\]](#)
- Rights of Way Plan [\[REP5-018\]](#), a Crown Land Plan [\[AS-002\]](#);
- Funding Statement [\[REP4-030\]](#) and
- Explanatory Memorandum [\[REP4-026\]](#),

6.3.7. The ExA was kept updated by the Applicant throughout the Examination on the progress of negotiations with Affected Persons (AP) and SUs by means of a Schedule of Progress regarding objections and agreements in relation to Compulsory Acquisition, Temporary Possession, other land rights and blight (the CA Schedule). A final version of the CA Schedule setting out the position at the close of the Examination was submitted at DL6 [\[REP6-032\]](#).

6.3.8. These documents, along with representations made by all parties, form the basis of the analysis in this Chapter. References to the BoR and the Land Plans in this Chapter should be read as references to the latest revisions cited above.

6.3.9. Land over which CA and/ or TP powers are sought is referred to in this Chapter as the Order land.

6.4. THE PURPOSES FOR WHICH LAND IS REQUIRED AND THE SCOPE OF THE POWERS SOUGHT

6.4.1. The purposes for which the CA and TP powers are required are set out in the SoR [\[REP6-044\]](#). In summary, this refers to the fact that in the absence of powers of CA, the Order land may not be assembled, and uncertainty will prevail, meaning that the Applicant's objectives, and those of Government policy, would not be achieved. More generally, at paragraph 6.1.2, the Applicant sets out the role of solar as part of the urgent need for decarbonisation, supporting the security and resilience of renewable generation in a way that can be delivered quickly and efficiently, helping lower bills for consumers throughout its operational life. It goes on to say that without the Proposed Development, a significant and vital opportunity to develop a large-scale low-carbon generation scheme will have been passed over, increasing materially the risk that future carbon budgets and Net Zero 2050 will not be achieved.

6.4.2. The powers sought are for:

- The acquisition of all interests in land, including freehold, shown edged red and shaded pink on the Land Plan (Article 20 of the dDCO);
- The acquisition of all interests in land, including freehold in respect of subsoil only (Article 25 in the dDCO);
- The permanent acquisition of new rights and temporary use of land shown edged red and shaded blue on the Land Plan (Article 22);
- The temporary use of land to permit construction or maintenance, including where the Applicant has not yet exercised powers of CA (Articles 29 and 30) shown edged red and shaded yellow on the Land Plan; and
- The extinguishment and/or suspension of rights (Article 23 in the DCO) and overriding of easements and other rights (Article 26 in the DCO), shown edged red on the Land Plan.

6.4.3. The Applicant's principal justification for the use of powers of CA arises from the fact that the Proposed Development would:

- help meet the urgent need for new energy infrastructure in the UK, providing enhanced energy security and supporting UK Government priorities in relation to economic development and security of supply;
- deliver additional renewable energy capacity, supporting the achievement of the UK Government's climate change commitments and carbon budgets;
- minimise or mitigate adverse impacts to an acceptable degree; and
- comply with National Policy Statement's (NPS) 2011 NPS EN-1, 2011 NPS EN-5, 2024 NPS EN-1, 2024 NPS EN-3 and 2024 NPS EN-5 which are important and relevant factors under s105 of the PA 2008.

6.4.4. At paragraph 5.1.2 of the SoR, the Applicant explains that it has entered into Option Agreements with the owners of the four main land ownerships forming the Order land (one each in relation to West Burton 1 (WB1) and West Burton 2 (WB2) and two in relation to West Burton 3 (WB3)). Paragraph 5.1.2 also sets out that the Applicant will continue to endeavour to purchase the other land, the rights and other interests by agreement wherever possible [\[REP6-044\]](#).

6.4.5. Paragraph 5.1.3 of the SoR explains that extended Order Limits have been sought following discussions between the Applicant and stakeholders with interests over that land. The extensions sought are to provide additional land for flexibility for cable routing and access and also increase the visibility splay for construction access. This resulted in the change request being submitted in January 2024 which included these extensions to the Order land (as explained in Section 1.5) [\[REP6-044\]](#).

- 6.4.6. Paragraph 5.1.4 explains that CA powers are sought to protect against scenarios where contracts for the acquisition of land or rights are not concluded or fail, and to provide for powers to extinguish and/or suspend rights and override easements in the Order land to the extent that they would conflict with the Proposed Development [\[REP6-044\]](#).
- 6.4.7. The Applicant also sets out (at paragraph 5.1.2) that this approach of seeking powers of CA in the Application for the DCO and, in parallel, conducting negotiations to acquire land by agreement, accords with paragraph 26 of the CA Guidance [\[REP6-044\]](#).

6.5. THE EXAMINATION OF THE CA AND TP CASE

The Examination Process

- 6.5.1. The ExA's approach to the question of whether CA powers should be granted, and if so what it should recommend to the SoS to grant, has been to seek to apply the relevant sections of the PA2008; notably s122 and s123, the CA Guidance, and the Public Sector Equality Duty (PSED) established by the Equalities Act 2010. In addition, in light of the representations received and the evidence submitted, to consider whether a compelling case has been made in the public interest, balancing the public interest against private loss.
- 6.5.2. In examining the Application, the ExA considered all written material in respect of CA and TP and asked written questions regarding the justification of the need for the CA/ TP in the ExA's first written questions (ExQ1) [\[PD-009\]](#) and the ExA's second written questions (ExQ2) [\[PD-014\]](#). The Rule 17 letter of 23 April 2024 requested further clarification of the Applicant's case and justification for the CA and TP powers sought, and the positions of AP [\[PD-017\]](#) .
- 6.5.3. In addition, the issues were explored in further detail at Compulsory Acquisition Hearing (CAH) 1 [\[EV-036\]](#). As required by Regulation 15(2) of the CA Regulations as a result of the Applicant's change requests, the ExA notified all APs and Interested Parties (IP) and held a second CAH on Tuesday 23 April 2024 [\[EV-070\]](#).
- 6.5.4. By the end of the Examination agreements had not been reached with all SU, with a number of cases in which objections had not been withdrawn and differences remaining at the end of the Examination. Objections and concerns have also been raised by both APs and IPs regarding CA and TP matters. These are considered later in this Chapter.

The Applicants Case

- 6.5.5. The Applicant's general case for CA and TP is set out in its SoR [\[REP6-044\]](#). Specifically, the Applicants case for the CA and TP powers sought is set out in section 6 (Purpose of the powers) and section 7 (Justification for the compulsory acquisition powers). This sets out how the Applicant considers that the proposals meet the tests set out in s122 and the general considerations set out in the CA Guidance.
- 6.5.6. In summary, the Applicant explains that all the land included within the Order land is needed to achieve the identified purpose of delivering the Proposed Development. Appendix 1 of the SoR [\[REP6-044\]](#) provides a summary of the purposes of which each plot is required to facilitate the Proposed Development or is incidental to it. The Applicant also sets out that in the absence of powers of CA, it might not be possible to assemble all of the land within the Order Limits, uncertainty will continue

to prevail and its objectives, and those of Government policy, would not be achieved.

- 6.5.7. With specific reference to section 122(3), the Applicant refers to the need for the Proposed Development in terms of ensuring meaningful and timely contributions to United Kingdom (UK) decarbonisation and security of supply, while helping lower bills for consumers throughout its operational life, which is critical on the path to Net Zero. Specific reference is made to this need case being supported by 2011 NPS EN-1, 2011 NPS EN-5 and 2024 NPS EN-1, 2024 NPS EN-3 and 2024 NPS EN-5.
- 6.5.8. The Applicant refers to other public benefits including biodiversity net gain (BNG), local employment generation and creation of a permissive path. In this respect the Applicant sets out that there is a compelling case in the public interest for the power to compulsorily acquire land and rights over land (together with the imposition of restrictions) to be included in the Order. There is also a compelling case in the public interest for the power to extinguish, suspend or interfere with private rights to the extent necessary to deliver the Proposed Development.
- 6.5.9. Whilst the Applicant acknowledges that the use of CA powers would result in a private loss by those persons whose land or interests in land is compulsorily acquired, it considers that this loss would be outweighed by the public benefits that would arise.
- 6.5.10. The ExA's view is that the proposed use and nature of the development establish a compelling case in terms of the land being needed for this purpose and being no more than is reasonably required to deliver the Proposed Development. However, in terms of the other public benefits referred to relating to BNG measures, local employment generation and the permissive paths, these elements are justified reasons for CA and TP if the proposed use is itself justified.

General consideration of alternatives and site selection

- 6.5.11. The CA Guidance indicates that the Applicant should be able to demonstrate to the satisfaction of the SoS that all reasonable alternatives to CA (including modifications to the scheme) have been explored. The Applicant sets out at section 7.5 of the SoR that all reasonable alternatives to CA, including negotiated agreements, alternative sites and modifications to the scheme have been considered prior to making the Application. Also, the Applicant's use of CA powers is intended to be proportionate. Where practicable, lesser powers of TP are proposed [\[REP6-044\]](#).
- 6.5.12. The ExA's consideration of the Applicant's approach to alternatives to the Proposed Development is set in [Chapter 3](#) at Section 3.2 of this Report. This refers to Section 7.6 of the SoR [\[REP6-044\]](#), the Environmental Statement (ES) Chapter 5 Alternatives and Design Evaluation [\[APP-043\]](#) and the Site Selection Assessment Revision A [\[AS-004\]](#). These documents set out the Applicants rationale for site selection. This refers to a five-stage assessment methodology used to identify a suitable location for the proposed 480 megawatt (MW) solar development in relation to a grid connection point with identified capacity.
- 6.5.13. The lack of suitable sites resulting from this assessment meant that it was necessary to consider Grade 3 agricultural land. The Applicant seeks to acquire the land and rights needed by voluntary agreement and to minimise the need for CA powers wherever possible. Overall, the Applicant's SoR [\[REP6-044\]](#) at paragraph 4.1.8 concludes that there are no obviously more suitable locations within the area of search than the sites proposed for the Proposed Development.

- 6.5.14. IPs and APs have set out the general concern that in considering whether the Proposed Development meets the high threshold to permit the CA of land, the fact there are alternative means of delivering renewable energy means that this has not been met (as observed by the interest group 7000 Acres [\[REP6-054\]](#)). Nonetheless, as set out in Section 3.2 above, the ExA is generally satisfied with the Applicant's overall approach to the consideration of site selection and alternatives.
- 6.5.15. Issues have been raised in relation to the approach to alternatives, and the overall scale and extent of land required for the proposed development. However, the ExA has concluded that the Applicant's approach to these matters complies with the CA Guidance in terms of being reasonable and proportionate. With regards the specific point about the flexibility sought within the Order land and the provisions for overplanting, the ExA has agreed that the flexibility sought is necessary to deliver the benefits of the Proposed Development.
- 6.5.16. The ExA also notes that there are a relatively modest number of landowners within the Order Limits and that the Applicant has entered into Option Agreements with the landowners relating to the solar sites. The ongoing efforts to reach voluntary agreements with other AP during the Examination indicate that reasonable alternatives to the use of CA/TP powers have been explored.

Availability and Adequacy of Funds

- 6.5.17. The Applicant's Funding Statement [\[REP4-030\]](#) and response to the ExQ1 [\[REP3-038\]](#) explain that the Applicant has access to finance to fund the works to be authorised by the Order.
- 6.5.18. Specifically in response to ExQ1 1.4.14, the Applicant was asked to provide further details of the total amount of compensation it considered would be payable in respect of CA. In response, the Applicant provided an estimate of £26.162 million. It sets out that the undertaker already has access to sufficient capital to meet the estimated liability and sees no impediment to procuring additional funds, should that be desirable, in due course [\[REP3-038\]](#). Furthermore, in response to ExQ2 2.4.5, the Applicant has stated that the current estimated cost of the Proposed Development takes into account recent global events, supply chain constraints, fluctuations in commodity prices and potential changes in inflation and interest rates [\[REP5-039\]](#).
- 6.5.19. The ExA also notes that Article 47 of the dDCO would require a guarantee or other form of security approved by the SoS to be in place prior to the exercise of the CA powers [\[REP7-002\]](#).
- 6.5.20. The ExA concludes that, based on the information provided, the necessary funds would be available to the Applicant to cover the likely costs of CA.

Consideration of the Stow Park Alteration

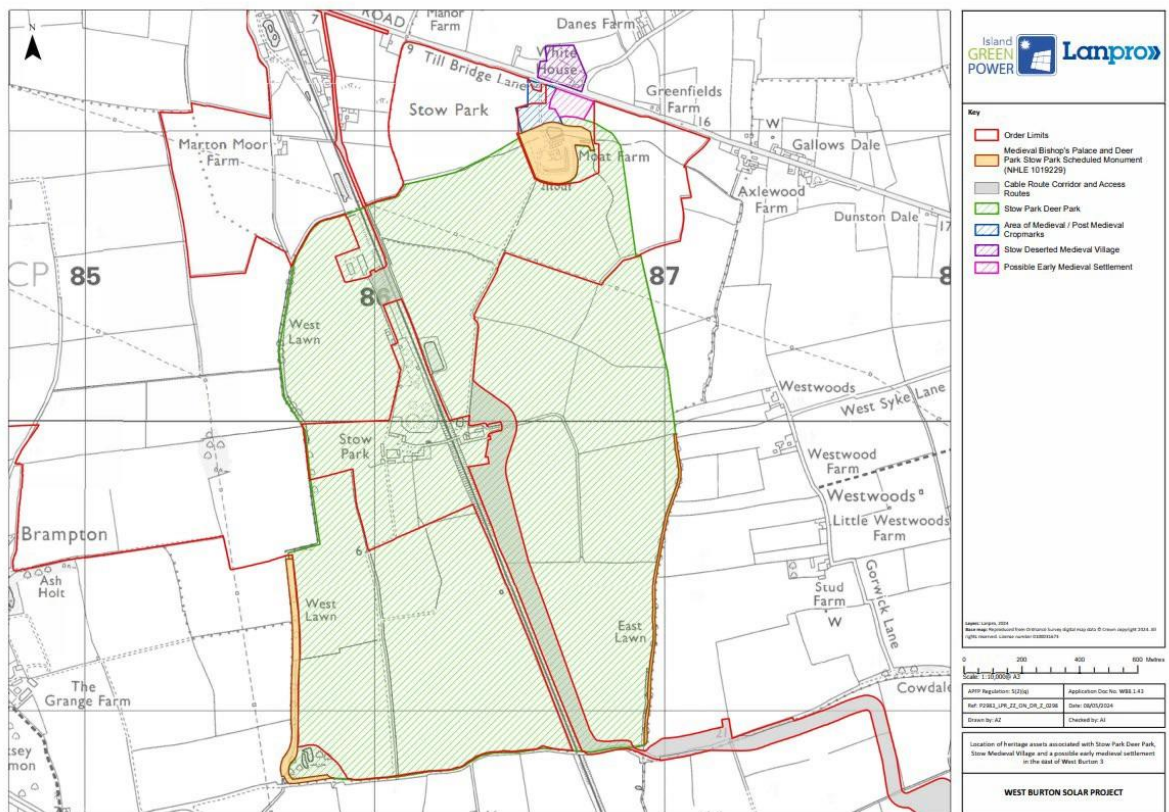
- 6.5.21. In [Chapter 3](#), Section 3.4, the ExA concluded that the Proposed Development would result in substantial harm to the setting of a scheduled ancient monument (SAM) at Stow Park, a medieval bishop's palace and deer park. The specific concerns related to the fact that the setting of the SAM includes the former deer park, into which the WB3 solar array would extend.
- 6.5.22. Prior to the end of the Examination, the Applicant was asked to consider the implications of the removal of the elements of the Proposed Development that would be within the setting of the SAM. This is referred to as the Stow Park

Alteration. Whilst the detailed implications of this potential change to the Proposed Development have not been determined, the Applicant agreed that, in principle, the engagement of the Stow Park Alteration would result in the Application continuing to represent the same Nationally Significant Infrastructure Project (NSIP) as applied for. It would also remain both technically feasible and financially viable.

6.5.23. The ExA concluded in [Chapter 5](#) that the case for making the DCO based on the Application as submitted and examined (but not including the without prejudice offer to exclude arrays from the deer park land at Stow Park) was not made out in terms of planning merits. However, in the event that the SoS agreed with the ExA’s reasoning on this matter, the ExA also noted that the Stow Park Alteration provided a further option for consideration.

6.5.24. Should the Proposed Development be progressed on the basis of the Stow Park Alteration, this would have implications for the land and rights sought by the Applicant. Specifically, the land identified as being required to construct that part of WB3 lying within the setting of the SAM would not be required. Figure 1 of the Applicant’s Stow Park Alterations to DCO Documents [\[07-022\]](#) provides an indication of the extent of the deer park. This is reproduced as Figure 21 below.

Figure 21: Relationship between heritage assets associated with the Stow deer park and the Order Limits³⁰



6.5.25. The Applicant also sets out that, as currently envisaged, the construction of underground apparatus and other activities associated with the Proposed Development would still need to take place within the former deer park area,

³⁰ Source: Without Prejudice – Stow Park Alterations to DCO Documents: Response to Rule 17 Letter [\[07-022\]](#).

including but not limited to underground cabling, access, construction compounds and landscape mitigation and enhancement works. These areas are shaded grey in Figure 21.

- 6.5.26. The ExA has made a preliminary assessment of the implications of the Stow Park Alteration for the land and rights sought by the Applicant. Table 4 sets out the references for those plots which would no longer be required to deliver the Proposed Development. Table 5 sets out those plots that would be required on a temporary basis, with permanent acquisition of sub-soil rights, to deliver underground cabling and other works.

Table 4 Stow Park Alteration: ExA preliminary assessment of plots not required to deliver Proposed Development

Plots relating to the acquisition of all interests in land, including freehold sought, shaded pink on the Land Plan
05-055; 05-056; 05-058; 05-059; 05-060; 05-061; 05-063; 06-064; 06-065; 06-066; 06-067; 06-075

Table 5 Stow Park Alteration: ExA preliminary assessment of plots to be retained to deliver Cable Route Corridor and Access

Plots relating to the permanent acquisition of new rights and temporary use of land, shaded blue on the Land Plan	Plots relating to the temporary use of land to permit construction or maintenance, shaded yellow on the Land Plan
04-047; 04-050; 04-051; 04-052; 05-052a; 05-053; 05-054; 05-054a; 05-062; 05-063a; 06-068; 06-069; 06-071; 06-072; 06-072a; 06-072b; 06-072c; 06-072d; 06-073; 06-073a; 06-073b; 06-074; 06-074a; 06-076	06-070

- 6.5.27. The implications of the Stow Park Alteration are considered further in Sections 6.8 and 6.9 below.

Conclusion on the generality of the case for CA and TP

- 6.5.28. Having considered the Applicant’s case for CA and TP against the requirements of legislation and guidance, the ExA is satisfied with the generality of the Applicant’s conclusions. However, final conclusions on CA and TP cannot be reached until individual objections and all other important and relevant considerations have been addressed. Specifically, in the circumstance that that SoS agrees with the ExA on the conclusion reached on the planning merits of the Application as submitted, the implications of the Stow Park Alteration will also be considered.

6.6. CONSIDERATION OF INDIVIDUAL OBJECTIONS AND ISSUES

- 6.6.1. At the start of the Examination, the following APs and SUs objected or raised concerns about CA and TP proposals:

- Neil Elliot
- Nicholas and Emma Hill
- Rodger Andrew Brownlow
- SNED Ltd, SNSE Ltd and SNSEM Ltd
- Parochial Church Council of the Parish of Stow-with-Sturton
- National Grid Electricity Distribution (East Midlands) plc (NGED)
- National Grid Electricity Transmission
- Network Rail Infrastructure Limited
- EDF Energy (Thermal Generation) Limited
- Environment Agency
- Anglian Water Services Limited
- The Canal and River Trust
- Cadent Gas Limited

6.6.2. Additionally, following the submission and acceptance of the Applicant's change notification [\[AS-021\]](#), an objection to the CA proposals was received from the United Kingdom Atomic Energy Authority (UKAEA).

6.6.3. The ExA was kept updated throughout the Examination on how matters were progressing with the APs referred to above by means of a Schedule of Negotiations, provided as an update to Appendix B of the Statement of Reasons [\[REP6-044\]](#). The final version was submitted at DL6 [\[REP6-061\]](#). The CA Schedule set out the negotiation status of those parties that are participating, with the final version submitted at DL6 [\[REP6-032\]](#). A Schedule of Progress Regarding Protective Provisions and Statutory Undertakers (Schedule of Progress) was also updated regularly, the final version submitted at DL6 [\[REP6-033\]](#).

6.6.4. All outstanding objections/ representations to CA and TP are considered below.

Neil Elliot

Plot references:

Acquisition of rights: 04-044, 04-046, 04-047

Temporary possession: 04-045

Interests: Category 1 as landowner and occupier

6.6.5. These land interests belong to the owners of Castle Farm, High Ingleby. The plots relate to the land required for the cable route corridor (CRC) between WB2 and WB3.

6.6.6. The relevant representation (RR) received from Sally Elliot [\[RR-289\]](#) sets out concerns about the damage to farmland caused by cable trenching, and that the levels of compensation that would be payable are considered to be inadequate. Wider concerns raised relate to the implications for views and privacy resulting from the proximity of the Proposed Development to the Farm. Neil Elliot [\[RR-234\]](#) also refers to the loss of agricultural land. These points have been addressed in [Chapter 3](#), Section 3.3 and Section 3.7.

6.6.7. With specific reference to the implications of the use of land for the laying of cables, concerns are raised about the effect of cable trenching on the drainage system, on which crop growing is dependent. These concerns were reiterated in the subsequent representation received from Neil Elliot [\[AS-063\]](#). The landowner has sought assurances that any damage to drainage systems would be rectified.

Additional concerns were raised about the proximity of solar panels to their property and also electro-magnetic field sensitivity. The latter two points have been addressed in [Chapter 3](#), Section 3.3 and Section 3.11.

- 6.6.8. In its response, the Applicant sets out that the voluntary property agreement sent to Mr. Elliott contains information regarding cable route construction methodology and land drainage, and states that *'post construction remedial drainage works will be undertaken to return the land drainage to a similar or better condition than pre works.'* The Applicant has sought to enter into negotiations with the owners land agent, but to date these have not been successful [\[REP4-066\]](#). In addressing the landowners concerns during CAH1, the Applicant referred to having looked at micro siting the cable as close as possible to the boundary of this land, though the landowner remained unwilling to enter into a voluntary agreement [\[REP4-069\]](#).
- 6.6.9. In response to the ExA's Rule 17 letter of 23 April 2024, Neil Elliot set out that the issues referred to in earlier correspondence remained unresolved [\[REP6-058\]](#).
- 6.6.10. By the end of the Examination, the Schedule of Negotiations sets out that the landowner was not willing to enter into a voluntary agreement regarding the cable route crossing this land. The Applicant remained willing to do so [\[REP6-044\]](#).
- 6.6.11. The ExA understands that the land in question would be necessary to provide for the CRC to connect WB2 and WB3. In these circumstances, should voluntary negotiations not be completed, the ExA is satisfied that this land is required for a legitimate purpose, that the rights sought are necessary and proportionate and that there is a compelling case in the public interest for the proposed acquisition of new rights and temporary possession.

Nicholas and Emma Hill

Plot references:

Acquisition of rights: 07-098 and 07-102

Interests: Category 1 as landowners and occupiers.

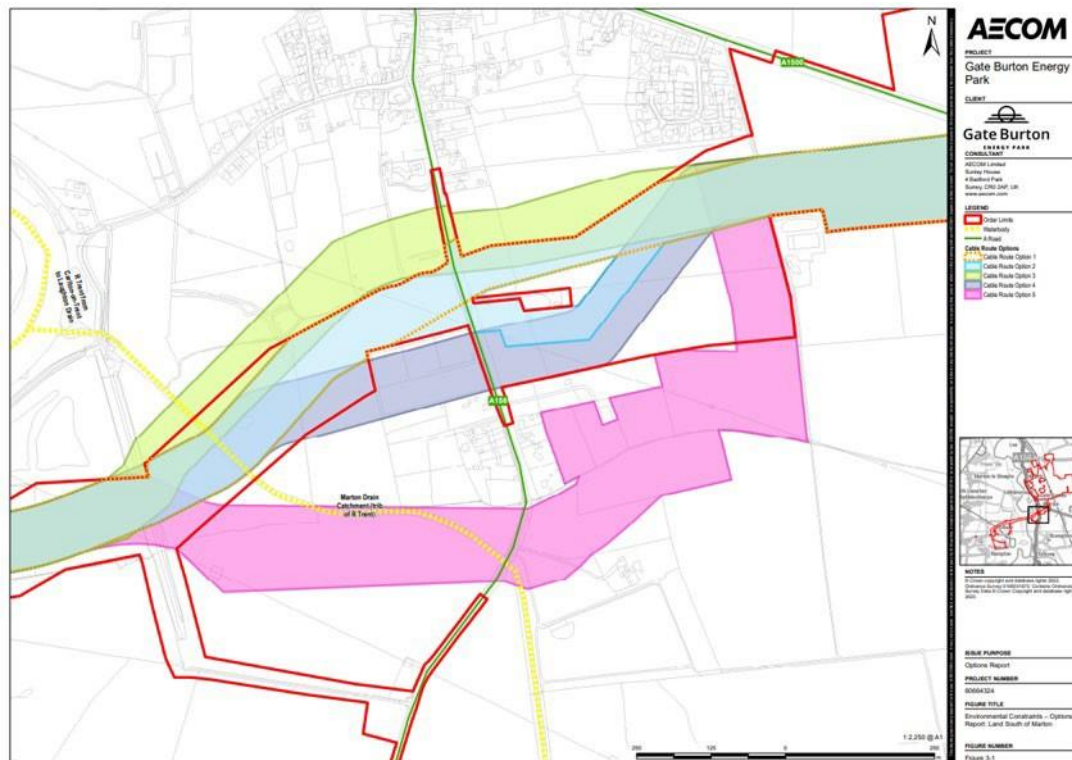
- 6.6.12. The rights sought relate to plots required to facilitate the construction of part of the CRC shared by the Proposed Development along with the Gate Burton Energy Park, Cottam Solar Project and Tillbridge Solar Project. The shared CRC would require four cable circuits to pass through this area to the east and west of the A156 High Street, south of Marton. The Scheme Description sets out that the area identified for the shared cable corridor varies in width between 86 metre (m) to 364m [\[APP-042\]](#).
- 6.6.13. The RR received from Emma Hill [\[RR-087\]](#) and Nicholas Hill [\[RR-238\]](#), and a further representation at DL3 [\[REP3-058\]](#), refer to the fact that they are landowners for part of this shared cable route. Hill Agriculture is a first-generation farm that has invested heavily in the local area. They refer to the fact that they have obtained planning permission to build two agricultural buildings and a yard on this land, with this being an important part of their business expansion. Concern is expressed about the effect the cable positions could have on this agricultural business and its future development.
- 6.6.14. The Applicant submitted an Options Report setting out work to consider alternative cable routes in this location at DL2 [\[REP2-009\]](#). This was prepared as part of the Gate Burton Solar Project Examination, noting the correspondence received from

the landowners suggesting that all options for the shared cable corridor in this location had not been explored. Specifically, this reflects the reference in the CA Schedule DL1 update that the landowner had suggested a subsoil lease or wayleave with increased commercial values may be acceptable [REP6-032].

6.6.15. The Options Report was jointly commissioned by the applicants for the four schemes that are intending to use the shared CRC. It has assessed five potential options for the alignment of the section of the shared CRC to the south of Marton, illustrated in Figure 22 below. All options were assessed as being technically feasible, and they would all require the CA of land.

6.6.16. Options 1 and 2 could be delivered within the shared CRC as currently proposed, whilst options 3, 4 and 5 would require changes to the Order Limits set out in the DCO Applications for the Proposed Development, the Gate Burton, the Cottam and the Tillbridge solar projects. Of options 1 and 2, only option 1 would affect the construction of the consented barns, with option 2 proposing to construct the cables around these agricultural buildings.

Figure 22: Cable Route Options considered, land south of Marton (from [REP2-009], figure 3-3)



6.6.17. The Options Report sets out that option 1 would either require the cables to be installed under the barns (1a and 1b), which would be challenging and undesirable, or the barns to be relocated/ not constructed (1c). It states that significant uncertainty is associated with 1a, 1b and 1c due to the lack of opportunity for site surveys and uncertainty over the construction of the barns. Therefore, to assess a worst-case scenario it would be assumed that this option would result in the barns not being constructed or being demolished. Whilst it is considered that this is still a viable option and justified for the construction of the Proposed Development, it should only be pursued if option 2 was not viable.

- 6.6.18. Option 2 involved exploring the routing of the four cables in more detail to establish whether the cables could be installed with appropriate separation distances so that the barns would not be affected. This work has shown that it would be feasible to route the cables around the barns, however, it was not possible to gain site access to examine ground conditions and site constraints in any detail.
- 6.6.19. Options 3, 4 and 5 would avoid any adverse impacts on the proposed barns by re-routing the cable to either the north or south. Whilst considered to be viable from planning, environmental and technical perspectives and each also requiring CA of land, it was found that Options 3, 4 and 5 would have additional environmental effects in comparison with Options 1 and 2. The Options Report therefore concludes that the route through the Hills' land set out in the four DCO Applications remains the preferred route. On this basis the Applicant did not propose amendments to the Order Limits.
- 6.6.20. The DL2 update to the CA Schedule [\[REP6-032\]](#) also set out that it had been suggested to the landowners representative that the Hill's appoint a land agent or solicitor as impartial advice may be helpful to them, particularly relating to the process. The reasonable costs for obtaining such advice would be paid for by the Applicant, though the DL4 update [\[REP6-032\]](#) indicated that the landowner had not chosen to appoint an agent.
- 6.6.21. At CAH1 the Applicant set out that discussions had been ongoing and would continue. This has related in the main to the quantum of compensation. It was noted that the parties are quite far apart on the appropriate value for this land [\[REP4-069\]](#). This point was also addressed in the Applicant's response to the DL3 submission from the landowner, noting that the landowner had not provided evidence for the value requested [\[REP4-066\]](#). It was suggested that independent third-party valuation of the land be undertaken to address this point of contention, with the Applicant hopeful that this figure would enable progression towards signing Heads of Terms.
- 6.6.22. In response to the ExA's Rule 17 request for clarification on the landowners position on this matter [\[PD-017\]](#), the landowner reiterated the points made in paragraph 6.6.13 above [\[REP6-059\]](#), referring additionally to Human Rights concerns. This point is addressed in Section 6.8 below.
- 6.6.23. By the time of the final update at DL6, the CA Schedule notes that the landowner had not responded to the suggested independent land valuation and that their view was that they do not need representation [\[REP6-032\]](#). It also sets out that the Applicant remained willing to discuss land values and would continue negotiations. A final DL7 submission from the landowner reiterates previous concerns about the impact of the cable construction on their business [\[REP7-043\]](#).
- 6.6.24. The ExA has taken all of these matters into account, noting particularly the work undertaken seeking to minimise effects on this land interest set out in the Options Report. Overall, the ExA is satisfied that this land is required for a legitimate purpose, that the powers sought are necessary and proportionate and that there is a compelling case in the public interest for the proposed acquisition of new rights affecting the Hills' land. Further, noting the consideration of alternative cable routing options, the ExA does not recommend that a changed route be adopted. Matters relating to the consented barns should therefore be addressed through compensation provisions.

Rodger Andrew Brownlow

Plot references:

Acquisition of rights: 04-047, 04-049, 04-050, 07-096, 07-098, 07-104, 07-105, 07-106, 07-107, 07-108, 07-109, 07-114, 07-114a, 07-115, 07-116, 07-117

Temporary possession: 04-048, 07-110, 07-111, 07-112, 07-113

Interests: Category 1 as landowner and occupier

- 6.6.25. The landowner's interests relate to part of the CRC between WB2 and WB3, and the shared CRC. The RR from the landowner set out concerns about disrupting wet marshland with reference to the cable crossing of land [\[RR-281\]](#). A further written representation (WR) [\[REP1A-060\]](#) also set out concerns about the disruption to farmland, noting the disruption from earlier trench work. Reference was made to compensation, but the conclusion was that this AP objected to the proposed development.
- 6.6.26. The DL4 update to the CA Schedule [\[REP6-032\]](#) sets out that Heads of Terms were signed on 9 February 2024. At DL6 documents were being negotiated with the landowner's solicitor but had not yet been agreed.
- 6.6.27. In these circumstances, should the voluntary agreement not be reached, the ExA is satisfied that this land is required for a legitimate purpose, that the powers sought are necessary and proportionate and that there is a compelling case in the public interest for the proposed acquisition of new rights affecting the landowner.

SNSE Ltd, SNSD Ltd and SNSEM Ltd

Plot references:

Acquisition of rights: 09-162, 09-165, 09-168, 09-169, 09-170, 09-171, 09-172, 09-173, 10-174, 10-175, 10-176, 10-177, 10-179, 10-180, 10-181, 10-182, 10-187, 10-188, 10-189

Temporary possession: 09-163, 09-164, 09-166, 09-167, 10-178, 10-196

Interests: Category 1 as landowner and occupier; Category 2 in respect of rights granted by lease and Category 3.

- 6.6.28. This landownership relates to the CRC, and access to it, connecting to West Burton Power Station. At the start of the Examination SNSE Ltd and SNSD Ltd submitted objections to the inclusion of infrastructure across their land on the basis that this would affect their existing and future use of the land in question ([\[RR-308\]](#) and [\[RR-309\]](#)).
- 6.6.29. The Applicants Schedule of Negotiations [\[REP6-061\]](#) sets out that since February 2023 there have been ongoing negotiations between the parties. More recently, the Applicant's update at CAH1 set out that, subsequent to the Application for the Proposed Development being submitted, it has come into the public domain that the landowner has entered into agreement with the developer for another NSIP scale solar development, the Steeple Renewables Project, located to the south of the Proposed Development. The parties have agreed to work together to minimise impacts upon each renewable energy scheme [\[REP4-069\]](#).
- 6.6.30. The Applicant has therefore been working with the other NSIP developer to ensure these developments could, if permitted, co-exist. It was noted that this is why the

plot of land to the south of West Burton Power Station (plot reference: 10-180) is so large. Specifically, the proposals for the other NSIP development are currently at a very early stage so there is no detailed design available. The area sought is to enable micro siting around these proposals.

- 6.6.31. In response to ExQ2 2.4.8, the Applicant referred to the meeting between the Applicant and RES (the promoter of the Steeple Renewables Project) on 15 February 2024. This refers to the parties agreeing to draft and negotiate a cooperation agreement which would set out how each developer would act to ensure any conflicts are minimised so that the two projects can co-exist [\[REP5-039\]](#). The landowners, SNSE Ltd, SNSD Ltd, SNSEM Ltd, did not respond to the update requested at ExQ2 2.4.8, or the Rule 17 [\[PD-017\]](#) request for further information on their position.
- 6.6.32. Noting the reasons for which powers are sought, and the stage that negotiations have reached, the ExA is satisfied that, should the voluntary negotiations not be completed, the powers sought for CA/TP in respect of these plots are for a legitimate purpose, they are necessary and proportionate and that there is a compelling case in the public interest for these powers to be granted, which would outweigh private loss.

Parochial Church Council of the Parish of Stow-with-Sturton³¹

Plot references:

Freehold acquisition: 05-059, 05-060, 05-061, 05-063, 06-064, 06-066, 06-067,

Temporary Possession: 06-070,

Acquisition of rights: 04-052, 05-052a, 05-053, 05-054, 05-054a, 05-055, 05-062, 05-063a, 06-068, 06-072b, 06-072c, 06-072d, 06-073b, 06-076

Interests: Category 2 as beneficiary in respect of liability to repair.

- 6.6.33. A RR received from the Parochial Church Council of the Parish of Stow-with-Sturton (the PCC) [\[RR-245\]](#) explains that it is the statutory body, and a charity exempt in law, responsible for the ecclesiastical parish of Stow-in-Lindsey and for the parish church, St Mary's Church (also known as Stow Minster), a GI listed building in the village of Stow. It explains that the PCC is the authority responsible for enforcing the Chancel Repair Liability (CRL), and that the liability for carrying out any necessary Chancel repairs/paying for those repairs is shared between the PCC (34%), the Church Commissioners (55%) and various other landowners (11%).
- 6.6.34. The PCC set out their concerns about the Proposed Development, specifically the use of land at WB3, and the implications this might have on their right to CRL and therefore their ability to maintain the GI listed building.
- 6.6.35. In response to the RR, the Applicant set out that Article 23 of the dDCO would grant powers in respect of all private rights or restrictive covenants over land subject to the CA which the Applicant considers broad enough to include a CRL. However, such private rights or restrictive covenants would only cease to have effect in so far

³¹ The BoR refers to this landowner as The Parochial Church Council Of The Parish Of Stow-In-Lindsey

as their continuance would be inconsistent with the exercise of the rights granted by the DCO [\[REP1-050\]](#).

- 6.6.36. The Applicant considers it very unlikely that the continuance of a right for the PCC to collect CRL would be inconsistent with the implementation of the Proposed Development. Therefore, it is unlikely that the powers in the DCO would extinguish any CRL that was due. Nonetheless, in the event that the exercise of the CA powers did result in the CRL ceasing to have effect, any loss would be reflected in the calculation of compensation due under Article 23(4).
- 6.6.37. The Applicant's position was reiterated in response to the ExA's ExQ1 1.1.16 [\[REP3-038\]](#). The PCC was asked to comment on whether their concerns had been addressed at ExQ2 2.4.4 [\[PD-014\]](#) but declined to do so.
- 6.6.38. Taking the matters raised into account, the ExA is satisfied that the land is required for a legitimate purpose, that the powers sought are necessary and proportionate and that there is a compelling case in the public interest for the proposed acquisition of new rights affecting the PCC.

UKAEA

Plot references:

Acquisition of rights: 10-183, 10-183a, 10-183b, 10-183c, 10-184, 10-185.

Temporary Possessions: 10-183d, 10-194a

Interests: Category 2 in respect of option agreement; and Category 3 (in respect of option agreement; in respect of rights granted by Transfer and Lease dated 31 July 2021; and in respect of right to a supply of water and right to use drains as stated in a conveyance dated the 4 December 1961).

- 6.6.39. The UKAEA submitted a RR noting that the Proposed Development has the potential to directly affect the UKAEA's plans for the future of the West Burton Power Station. This sets out the UKAEA's role in researching fusion energy and related technologies. To this end West Burton Power Station will become home to the second-generation Spherical Tokamak for Energy Production (STEP), which is a project to harness the energy of atomic fusion. The ExA understand that this land interest refers in the main to the Option Agreements with EDF Energy (Thermal Generation Ltd) (EDF) relating to plots directly south of West Burton Power Station [\[RR-342\]](#).
- 6.6.40. Nottinghamshire County Council (NCC) have also referred to the STEP project in their Local Impact Report (LIR) [\[REP1A-003\]](#). They made the specific point about West Burton Power Station being selected as the basis for the development of the UK's first Nuclear Fusion Plant, with the potential to yield significant quantities of low carbon energy, generate employment opportunities and encourage investment in the region. The intention is that by 2040 STEP will bring the world's first commercially viable fusion plant into commission.
- 6.6.41. EDF also refer to the STEP project in their RR, noting that EDF wish to facilitate the implementation of this project and other potential future development opportunities at the site. They state that it is therefore imperative that the cable route for the Proposed Development does not sterilise land or detract from future development plans [\[RR-077\]](#).

- 6.6.42. The ExA sought further details of how the STEP project could be impacted by the Proposed Development in ExQ1 1.1.23. In response the Applicant referred to a meeting with UKAEA in November 2023, at which UKAEA confirmed that the ownership of the landholding at West Burton Power Station remained with EDF, requesting that all negotiations regarding the cable route associated with the Proposed Development be completed with EDF. They indicated that they would provide comments internally to EDF during that process [\[REP3-038\]](#).
- 6.6.43. In response to the consultation on the Applicant's request to change the Proposed Development, the UKAEA submitted their objections to the proposed CA. This noted that the UKAEA has an interest in land at West Burton Power Station, pursuant to an Option with EDF dated 3 October 2022, but that the terms of the Option itself are bound by confidentiality. It also again referred to the Proposed Development having the potential to directly affect UKAEA's plans for the future of the West Burton Power Station with specific reference to the STEP Project [\[REP5-005\]](#) .
- 6.6.44. At that point, UKAEA was willing to work with the Applicant to explore the potential for a voluntary agreement by which the rights or powers required are granted to the Applicant on a voluntary basis by the existing freehold owner EDF in a manner consistent with the UKAEA land interest. However, no such agreement had been reached. It was also noted that the terms of any agreement would be likely to include a requirement for the inclusion of protective provisions (PP) for the benefit of UKAEA within the dDCO, to ensure that any powers would be exercised consistently with UKAEA interest in the site, including compliance with relevant standards for works proposed, future access arrangements and safeguarding.
- 6.6.45. A further written submission provided further background information on the nature of UKAEA's objection to the use of CA powers over land at West Burton Power Station. This also set out the PP sought in the dDCO in the event that a voluntary agreement cannot be reached with the Applicant [\[AS-006\]](#).
- 6.6.46. The matters raised were explored in CAH2, at which the ExA sought to understand further the progress anticipated in the development of the STEP Project, and specifically the nature of ongoing site investigations. The UKAEA representative explained that flexibility is required in relation to the location of the STEP fusion project, with site investigations ongoing. It was anticipated that the risk assessments for the STEP project will be completed in the next 2 to 3 years, that construction will commence in the early 2030's and that the plant will be operational in the early 2040's [\[REP6-051\]](#).
- 6.6.47. More generally, it was noted that the area immediately south of the National Grid substation is very constrained as there are a number of overhead lines and pylons coming into the substation. The cable route would need to navigate its way through these constraints. At this point the Applicant believed a route had been identified that would be acceptable both to EDF and UKAEA, though it was also noted that the Applicant needs to retain some flexibility because there is the potential for National Grid to change the location of the bay into which the cable would connect.
- 6.6.48. The Applicant explained that whilst UKAEA have the benefit of the Option Agreement relating to this land, as they are not the current landowner the voluntary agreement was being negotiated with EDF. In the meantime, PP for the benefit of the UKAEA in terms of protecting their future development plans would be included in the dDCO. The intention would be to provide adequate protection for UKAEA's future development plans, by both requiring the Applicant to submit plans to UKAEA

for approval prior to construction, and also ensuring that use of the access road to the West Burton Power Station would be maintained during construction.

- 6.6.49. The ExA notes that at Revision G of the dDCO submitted at DL6 included PP for the benefit of UKAEA at Schedule 16, Part 19 [\[REP6-004\]](#).
- 6.6.50. A DL7 submission from UKAEA indicated their agreement to the incorporation of the PP in the dDCO, setting out that these were substantially in the form sought by UKAEA. UKAEA therefore withdrew its objection to the CA powers sought by the Applicant [\[REP7-029\]](#).
- 6.6.51. Nonetheless, the ExA notes that the nature of UKAEA land interest is closely tied to that of EDF Energy, a matter considered below.

Other Affected Persons, including those with land to which no objection has been received

- 6.6.52. There are a number of landowners, and those with land interests, who made RRs to the Examination, but who have not formally objected to the land rights sought:
- Philip Bartle [\[RR-259\]](#)
 - Anne Elizabeth Emmerson [\[RR-020\]](#)
 - Edward Christopher Morgan [\[RR-076\]](#)
 - Julian Allister Nowell [\[RR-167\]](#)
 - Derek John Rose [\[RR-069\]](#)
 - John Alexander Rouse [\[RR-158\]](#)
 - Michael Foster [\[REP1A-052\]](#)
 - Marton and Gate Burton Parish Council [\[RR-213\]](#)
 - The Office of Road and Rail [\[REP4-101\]](#)
- 6.6.53. In addition to seeking to be kept informed about the progress of the Proposed Development, these AP raise a range of matters of concern. These relate to the loss of farmland and consequent impact on food production; the impacts on wildlife; the implications of the Proposed Development for flood risk; the effect on traffic levels and the ability of infrastructure to manage this; the implications for views and the impact on tourism; the effects on the archaeological resource; the nature of community benefits, and finally the effectiveness of solar generation and whether alternatives including rooftop generation have been adequately considered. All of these matters have been considered under the relevant topics set out in [Chapter 3](#).
- 6.6.54. Most of the land interests of these APs relate to sub-soil interests in the public highway. The implications of the nature of such interests were discussed at CAH1, with the Applicant clarifying that, from a voluntary property agreement perspective, it is not typical to enter into an agreement relating to interests in the subsoil. In this regard it was noted that streets powers can be utilised to undertake works to public highways and to lay utilities in highways. Similarly, the BoR lists a number of other interests where no consent is necessary as the Proposed Development would not interfere with their rights [\[REP4-069\]](#).
- 6.6.55. There are also a number of Category 1 owners of Order land whose interests would be subject to CA or TP who have not raised any objection to the Proposed Development in terms of the effect on their interests. The Applicant's Schedule of Negotiations [\[REP6-061\]](#) sets out the progress that has been made during the course of the Examination. It refers to the negotiations that have taken place and that whilst they have progressed, some have not yet completed. There remain plots where land rights would be interfered with, though there has been no

correspondence to indicate that there would be any objection to the land rights implications of the Proposed Development.

- 6.6.56. Finally, the BoR sets out that, whilst there are no plots where the Applicant has not been able to identify any reputed legal or beneficial interest in the land, there are a number of unregistered plots [\[REP6-002\]](#). The Applicant confirmed in response to ExQ1 1.4.3 that in these circumstances they have included an 'unknown' entry in the BoR as a conservative approach, and that during the Section 42 Consultation and at the Section 56 Notification stage, site notices relating to these plots were erected and maintained. They confirmed that they would continue to undertake enquiries and to maintain the BoR throughout Examination [\[REP3-038\]](#).
- 6.6.57. Nonetheless, 'unknown' interests remained in the final version of the BoR submitted at DL6. In these circumstances, the Applicant's response to ExQ2 2.4.7 sets out that specific statutory procedures apply when exercising the CA powers in respect of unknown owners depending on whether the Notice to Treat or General Vesting Declaration procedure is used. On this basis unknown APs would have some protection [\[REP5-039\]](#).
- 6.6.58. The ExA has considered the land requirements of the Proposed Development and concludes that there is a compelling case in the public interest for the land to be acquired compulsorily. Similarly, this conclusion also applies to the land for which TP is sought.

6.7. STATUTORY UNDERTAKERS

- 6.7.1. S127 of the PA2008 applies to land acquired by SU for the purposes of their undertaking, and places restrictions on the CA, or CA of a new right, of such land where a representation is made in relation to a DCO application and is not withdrawn by the close of the Examination. The dDCO at Article 31, includes provision to authorise the CA of land and rights held by SUs for the purpose of their undertaking [\[REP7-002\]](#).
- 6.7.2. If s127 applies, CA of SU's land can only be authorised if the SoS is satisfied:
- that the land can be purchased and not replaced without serious detriment to the SU or, if purchased, can be replaced by other land belonging to or available for purchase by the undertakers without detriment (s127(3)); or
 - the right can be purchased without serious detriment to the SU, or any detriment to the SU, in consequence of the acquisition of the right, can be made good by the undertaker by the use of other land belonging to or available for acquisition by them (s127(6)).
- 6.7.3. S138 of the PA2008 applies where an Order authorises the acquisition of land (compulsorily or by agreement) and there subsists over the land a relevant right or there is on, under or over the land relevant apparatus.
- 6.7.4. S138(4) provides that an Order may include provision for the extinguishment of the relevant right or the removal of relevant apparatus only if the SoS is satisfied that the extinguishment, or removal, is necessary for the purpose of carrying out the development to which the Order relates. The dDCO (Article 31) [\[REP7-002\]](#) includes such a provision.
- 6.7.5. At the close of the Examination the Applicant's position in relation to these matters is contained in the CA Schedule [\[REP6-032\]](#), the Schedule of Negotiations [\[REP6-061\]](#), and the Schedule of Progress [\[REP6-033\]](#). Where substantive matters were

addressed during the Examination or outstanding objections or issues remain, these matters are summarised below.

EDF Energy (Thermal Generation) Ltd

Plot references:

Acquisition of rights: 10-183, 10-183a, 10-183b, 10-183c, 10-184, 10-185

Temporary possession: 10-183d, 10-194a

Interests: Category 1 owner and occupier

- 6.7.6. In their RR EDF set out that they were, in principle, supportive of the Proposed Development, though they had concerns regarding the interface between the Proposed Development and West Burton A Power Station. Therefore, in order to safeguard EDF's interests, the safety and integrity of current operations, the ongoing decommissioning, and potential future development, EDF objected to the inclusion of their plots in the dDCO and CA powers in respect of such plots. They required appropriate protection to ensure that the Proposed Development does not jeopardise continuing or future operations or site decommissioning and demolition. This includes PP to ensure that its interests are adequately protected and to ensure compliance with relevant safety, decommissioning and third-party obligations [\[RR-077\]](#).
- 6.7.7. Additionally, EDF recommended that a pre-commencement requirement be imposed under the DCO, relating to the approval of the final cable routing, with EDF as a named consultee for subsequent discharge of such a requirement. At that point EDF confirmed that they were liaising with the Applicant in relation to the proposed route and such PP, along with any supplementary agreements which may be required.
- 6.7.8. The ExA notes that specific PP for the benefit of EDF were included in the dDCO Revision E submitted at DL4 [\[REP4-024\]](#).
- 6.7.9. At ExQ1 1.4.7 the ExA sought clarification on how the proposed acquisition of new rights over EDF land interests would affect their undertaking and to comment on the status of negotiations on PP. In their response, EDF noted that it owns the now closed West Burton A Power Station, through which part of the proposed cable corridor would run. As the Power Station ceased generating in March 2023, EDF is responsible for its safe decommissioning and demolition. Decommissioning is complete and the site has now been handed over to the demolition team, with demolition expected to be completed by February 2028. As such, the early stages of construction of the Proposed Development, including cable installation, would overlap with the demolition programme [\[REP3-052\]](#).
- 6.7.10. The decommissioning and demolition programme is complex and includes events involving explosives. It is therefore important that EDF has full control over the land holdings, in particular in relation to construction and operational activity thereon to ensure the safe completion of the demolition programme within the prescribed timetable. In the event that this was not the case, and the Applicant was authorised to acquire rights over, and take temporary possession, of EDF's land then EDF considers that it would cause serious detriment to its undertaking.
- 6.7.11. In addition to EDF's assets, the site continues to house critical live infrastructure for the National Grid and the operational West Burton B CCGT Power Station. There

are also land agreements in place for third-party critical infrastructure housed at the site which the cable for the Proposed Development may cross.

- 6.7.12. This response to ExQ1 1.4.7 also sets out that EDF understand that discussions are ongoing between the Applicant and third parties in respect of the protection of this live infrastructure. However, EDF must also ensure that it can comply with the legal obligations it has to these third parties. Any infrastructure or operations associated with the Proposed Development must protect this third-party infrastructure and be undertaken in full compliance with the terms of the existing legal agreements and obligations entered into by EDF. As such the Applicant will need to obtain all necessary consents for crossing this third-party infrastructure.
- 6.7.13. Specific reference is made to the fact that, as noted above, this site has been selected by for the UKAEA STEP project, noting the imperative that the cable route for the Proposed Development does not sterilise development land or detract from future development plans.
- 6.7.14. This representation also sets out that the dDCO does not yet contain agreed PP to EDF's satisfaction. It notes that template PP have been provided to the Applicant and that EDF would continue to engage with the Applicant on this point.
- 6.7.15. In addressing the ongoing negotiations at CAH1, the Applicant explained that PP and voluntary side agreements were being progressed at the same time with EDF. As the PP and side agreements typically restrict CA powers, it is important for these to be progressed before any limitations on CA powers in PP are agreed. At this point PP negotiations were well progressed, however, further progress was required on the property agreements, so that everything could be agreed at the same time.
- 6.7.16. The ExA is aware that negotiations continued between the parties. In relation to the property agreement, the Schedule of Negotiations noted that at DL4 negotiations were ongoing with conversations taking place regarding the Heads of Terms. At this point the commercial values requested by EDF were much higher than those offered by the Applicant [\[REP6-061\]](#). The Schedule of Progress noted that by DL6 the PP were in an agreed form with the exception of the restriction on the use of CA powers [\[REP6-033\]](#).
- 6.7.17. The ExA sought a further update from the parties in ExQ2 2.4.13. At this point the Applicant's response noted that the parties had not yet agreed the terms of a voluntary property agreement for the necessary rights to construct, use and maintain the grid connection across EDF's land. In the absence of a voluntary agreement, any restriction on the use of the CA powers would result in a material impediment to the delivery of the Proposed Development. However, as the PP would require the technical details to be approved by EDF prior to carrying out any works that may affect EDF's apparatus, the Applicant's view was that the use of CA powers would not result in any serious detriment to EDF's undertaking [\[REP5-039\]](#).
- 6.7.18. The response from EDF to ExQ2 2.4.13 set out that they would continue to engage on the voluntary property agreement, but that until such an agreement has been reached, it remained EDF's position that CA of its land would have an adverse impact on and serious detriment to EDF's existing (and future) operations and ensuring a safe demolition programme. With regard to PP, the point of disagreement relating to Schedule 16, Part 18, paragraph 239 of the DCO (acquisition of land) was noted. Whilst the Applicant had agreed with EDF's preferred form of wording for paragraph 239, the Applicant did not agree with its inclusion before voluntary agreements have been concluded. It remained EDF's

position that this wording must be included regardless of if or when voluntary agreements are finalised to ensure there would be no serious detriment to EDF's undertaking [REP5-055]. This position was reiterated in EDF's response to the ExA's R17 letter, set out at [PD-017] and [REP6-056] respectively.

- 6.7.19. The position reached by the end of the Examination was set out in the DL7 submission from EDF [REP7-027] and the Applicant's Closing Statement [REP7-018].
- 6.7.20. EDF set out that the PP included in the dDCO Revision F were agreed, with the exception of the addition paragraphs at 239 (1), (2), (4) and (5) [REP5-096]. EDF also remained committed to continuing to work with the Applicant to secure a mutually acceptable voluntary agreement to provide rights over its land to include cable and associated temporary rights.
- 6.7.21. In setting out their case, EDF reiterated the importance of having full control over the land holdings, in relation to both construction and operational phases and to ensure the safe completion of the demolition programme within the prescribed timetable. They also refer to the fact that they house critical third-party live infrastructure. There are agreements in place between EDF and several counterparties that contain (amongst other things) obligations relating to the continued safe operation of these assets. It is therefore important that EDF retain full control of the landholdings and rights granted to third parties to ensure the safety and integrity of these assets.
- 6.7.22. Reference is also made to EDF wishing to facilitate the implementation of the STEP project and any other potential future development opportunities at the site. It is therefore imperative that the proposed cable route for the Project does not sterilise development land or detract from future development plans. In this regard the ExA has noted that PP have been agreed for the UKAEA interest, though EDF maintain the category 1 land interest.
- 6.7.23. For these reasons, EDF set out their position in relation to s127. If the Applicant was authorised to acquire rights over and take temporary possession of EDF's land this would cause serious detriment to EDF's undertaking. Given the required use of this land, there is no alternative land that can be used. The land is required for the safe decommissioning and demolition of the former coal fired station, the safe continued operation of the existing third-party assets, and the delivery of the UKAEA STEP project. The Applicant's request for permanent powers of compulsory acquisition of rights (without the full protective provisions proposed by EDF) is not reasonable, necessary or proportionate, given EDF's willingness to reach voluntary agreement in respect of both permanent and temporary rights.
- 6.7.24. It is therefore EDF's submission that, in the absence of the inclusion of the wording at paragraph 239 of EDF's protective provisions, the SoS is unable to satisfy itself that the tests set out at s127(6) PA2008 are met and on that basis should not authorise the CA of rights over EDF's land.
- 6.7.25. EDF set out that they will continue to work towards securing a voluntary agreement beyond the close of the Examination. In the absence of a voluntary agreement having been reached, and in the absence of the protection that EDF is seeking at in their PP at, paragraph 239, EDF considers that alternative wording set out at the Appendix 2 of their DL7 submission would move towards taking account of additional control measures required by EDF to ensure the safe demolition and

continued operation of the remaining assets [\[REP7-027\]](#). Table 6 sets out the preferred and alternative wording suggested by EDF in their DL7 submission.

- 6.7.26. The Applicants Closing Statement reiterates the earlier comments that, in the absence of a voluntary agreement, any restriction on the use of CA powers would result in a material impediment to the delivery of the Proposed Development [\[REP7-018\]](#). The ExA also note that the Schedule of Progress refers to the fact that the PP set out in the DL7 version of the dDCO would ensure that (if necessary) no rights would be extinguished without EDF's agreement and no apparatus removed until alternative apparatus has been constructed. The Applicant is not intending to extinguish any rights belonging to EDF [\[REP6-033\]](#).

Table 6: The preferred and alternative wording suggested by EDF Energy for Schedule 19, Part 18 paragraph 239

Preferred Protective Provisions	Alternative Wording
<p>(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not (a) appropriate or acquire or take temporary possession of or entry to any land or apparatus or (b) appropriate, acquire, extinguish, interfere with or override any easement, other interest or right or apparatus of EDF otherwise than by agreement.</p> <p>(2) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised development (or in such other timeframe as may be agreed between EDF and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of EDF or affect the provisions of any enactment or agreement regulating the relations between EDF and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as EDF reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between EDF and the undertaker acting reasonably and which must be no less favourable on the whole to EDF unless otherwise agreed by EDF, and the undertaker will use reasonable endeavours to procure or secure (or both) the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised development.</p> <p>(4) As a condition of an agreement between the parties in sub-paragraph (1) which relates to taking temporary access rights during construction over EDF's land, EDF may ensure that it retains flexibility to alter any construction routes (within the Order Limits) or to limit access for certain time periods, and may require the undertaker to pay any reasonable security and maintenance costs involved in the grant of any such rights.</p> <p>(5) Any agreement or consent granted by EDF under paragraph 9 or any other paragraph of this Part of this Schedule, are not be taken to constitute agreement under sub-paragraph (1)</p>	<p>The Promoter will need to obtain all necessary consents for crossing of third party infrastructure;</p> <p>The Promoter will consult and have regard to the landowner's requirements so as to minimise disruption to the ongoing and future operations, demolition works, and development works on the landowner's estate and will comply with the requirements of the landowner;</p> <p>The Promoter will cease all work and vacate the site during planned explosive events and at any time as notified by the landowner if, in the landowner's opinion, the promoter's activity constitutes a risk to demolition works;</p> <p>The Promoter will provide a copy of their risk assessment for all construction work arising on the landowner's estate and shall not proceed without prior approval from the landowner.</p>

- 6.7.27. The ExA has considered the position of the parties in relation to the requirement for the protection of EDF land rights in the absence of a voluntary land agreement. In terms of the tests set out at s127 of the PA2008, the SoS must be satisfied that the provisions authorising CA of SU land are only to the extent that it can be purchased and not replaced, without serious detriment to the carrying on of the undertaking or if purchased it can be replaced by other land belonging to, or available for acquisition by, the undertakers without serious detriment to the undertaking. Similar provisions relate to the CA of rights.
- 6.7.28. The ExA has noted the complex and sensitive nature of the infrastructure contained with EDF's landholdings and associated apparatus, as set out in [\[REP3-052\]](#), as well as the nature of both decommissioning/demolition activity and evolving development plans. In these circumstances the ExA appreciates that, in the absence of a voluntary property agreement, EDF would prefer the PP set out in its response to ExQ2 2.4.13 [\[REP5-055\]](#). For this reason, the ExA's view is that this wording should be adopted in the rDCO in order to avoid serious detriment to EDF's undertaking. The rDCO set out in Annex E has been amended accordingly. In the meantime, the ExA recommends that the Applicant and EDF continue to work together to secure a voluntary property agreement, at which point the Applicant's concerns would also be addressed.

Uniper UK Ltd (Uniper)

Plot references:

Freehold acquisition: 06-089, 06-090, 06-091

Temporary acquisition: 06-085, 06-086, 06-087, 07-111, 07-112

Interests: Category 2 interests in respect of sub-soil lease for gas pipeline;
Category 3 interests in respect of gas pipelines

- 6.7.29. A WR submitted by Uniper set out that they have not been able to establish if any Uniper asset, including a high pressure gas pipeline, would be affected by the Proposed Development. It is not clear if, as a SU, Uniper would be impacted by the Proposed Development. Uniper reserved the right to comment further once they had had the opportunity to consider the Proposed Development in more detail [\[REP1A-032\]](#).
- 6.7.30. The ExA is aware that discussions between the parties continued through the Examination, as set out in the Schedule of Progress [\[REP6-033\]](#). Specifically, the Schedule of Changes sets out the agreement for the inclusion of PP for the benefit of Uniper at Part 14 of Schedule 16 to the dDCO, with amendments made at Revision F and Revision G of the dDCO [\[REP7-009\]](#).
- 6.7.31. The ExA addressed ExQ2 2.5.19 [\[PD-014\]](#) to both Uniper and the Applicant, requesting the submission of a single, jointly prepared set of PP, identifying any areas where agreement cannot be reached and providing details. Uniper did not respond. The Applicant set out that discussions with Uniper on the drafting of the PP was ongoing and the Applicant was waiting for comments back from Uniper.
- 6.7.32. The Applicants Closing Statement states that the PP contained in Part 14 of Schedule 16 to the dDCO submitted at DL7 address a number of Uniper's concerns but as at the close of the Examination had not been agreed by Uniper. The Applicant's position is that the PP are sufficient to ensure that the Proposed

Development would not result in any serious detriment to Uniper's undertaking [\[REP7-018\]](#).

- 6.7.33. The ExA notes that, beyond their WR, Uniper have chosen not to engage in the Examination in writing or orally at the CAH hearings. In these circumstances the PP set out at Schedule 16 Part 14 of the dDCO appear to be a reasonable response to the protection of Uniper's apparatus, rights and land interests.
- 6.7.34. Consequently, the ExA is satisfied that the inclusion of PPs in the dDCO in favour of Uniper are sufficient to ensure that there would be no serious detriment to the carrying on of its undertaking. As such, the ExA considers the tests set out in s127 and s138 of the PA2008 are met.

National Grid Electricity Distribution (NGED)

Plot references:

Freehold acquisition: 01-012, 02-031, 04-042, 05-057, 05-063, 06-075, 06-089, 06-090, 06-092, 06-092a

Acquisition of rights: 01-014, 02-029, 02-030, 02-033, 04-040, 04-043a, 05-062, 06-076, 06-077, 07-096, 07-098, 07-102, 08-135, 08-136, 08-160, 10-184, 10-185

Temporary possession: 01-015, 01-017, 04-038, 04-043, 08-132, 08-145

Interests: Category 2 in respect of electricity apparatus; and Category 3 rights

- 6.7.35. The RR submitted by NGED set out the need to ensure that the wider powers being sought in the DCO would not have a detrimental impact on NGED's electricity network and its duties under the Electricity Act 1989. This includes ensuring acceptable terms of any proposed PP. NGED therefore made the RR as a holding objection to the Application until an asset protection arrangement had been agreed between the parties [\[RR-230\]](#).
- 6.7.36. The Applicant's Schedule of Progress [\[REP6-033\]](#) sets out that the draft PP included in Part 4 of Schedule 16 to the dDCO have been the subject of ongoing discussions along with an associated side agreement. In this regard the ExA notes the amendments made to the dDCO at Revision B [\[REP2-005\]](#) reflected ongoing negotiations. The Schedule of Progress also sets out that by DL6 the PP and associated side agreement were agreed and engrossments were in the process of being signed.
- 6.7.37. Further, in response to ExQ2 2.5.14, the Applicant set out that whilst the PP were agreed, a draft side agreement was with NGED for comment. The Applicant was confident that an agreement would be reached before the end of the Examination, but noted that NGED did not intend to confirm its acceptance of the PP until this agreement is completed [\[REP5-039\]](#).
- 6.7.38. The ExA sought an update from NGED in its Rule 17 letter of 23 April 2024 [\[PD-017\]](#) but did not receive a response.
- 6.7.39. The Applicant's Closing Statement sets out that the PP contained in Part 4 of Schedule 16 to the dDCO submitted at DL7 are in an agreed form. The Applicant has signed the associated side agreement and is waiting for NGED to confirm that it has signed its part [\[REP7-018\]](#).

- 6.7.40. Noting that it had not been confirmed that the voluntary side agreement was in place by the end of the Examination, the Applicant also referred to the fact that the SoS has previously determined that the use of CA powers in respect of SU land and rights can be acceptable to ensure the deliverability of a NSIP where it has not been possible to reach agreement on the terms of a voluntary property agreement, provided that the technical details of any works are approved by the SU.
- 6.7.41. The ExA's position is that Schedule 16, Part 4 of the dDCO contains provisions to ensure that NGED's land and apparatus would be protected and access maintained during construction. The PP would also ensure that (if necessary) no rights would be extinguished without NGED's agreement, and no apparatus removed until alternative apparatus have been constructed.
- 6.7.42. Consequently, the ExA is satisfied that the inclusion of PPs in the dDCO in favour of NGED are sufficient to ensure that there would be no serious detriment to the carrying on of its undertaking. As such, the ExA considers the tests set out in s127 and s138 of the PA2008 are met. Furthermore, as noted above, the Applicant has indicated that the side agreement with NGED is in the process of being finalised.

National Grid Electricity Transmission (NGET)

Plot references:

Freehold acquisition: 01-012, 05-057, 05-063, 06-075, 06-089, 06-090

Acquisition of rights: 05-062, 07-105, 07-106, 07-107, 07-108, 07-114, 07-114a, 07-115, 08-125, 08-158, 08-159, 09-162, 09-168, 09-169, 09-170, 09-171, 09-172, 09-173, 10-174, 10-175, 10-177, 10-179, 10-180, 10-181, 10-182, 10-183a, 10-183b, 10-183c, 10-184, 10-185, 10-187, 10-188, 10-189

Temporary possession: 07-110, 09-163, 09-164, 09-167, 10-178, 10-183d, 10-194a

Interests: Category 1 as lessee or tenant; Category 2 in respect of electricity apparatus and access; and Category 3 rights

- 6.7.43. The RR submitted by NGET set out that, with regard to NGET's infrastructure and land which is within or in close proximity to the proposed Order Limits, they would require appropriate protection for retained apparatus, including compliance with relevant standards for works proposed within close proximity of its apparatus. NGET's rights of access to inspect, maintain, renew and repair such apparatus must also be maintained at all times. Further, where the Applicant intends to acquire land or rights, or interfere with any of NGET's interests in land or National Grid's apparatus, NGET will require appropriate protection. Further discussion is required on the impact to its apparatus and rights [\[RR-231\]](#).
- 6.7.44. Noting that the Proposed Development includes a connection to West Burton 400kV Substation, this RR sets out that NGET is working with the Applicant to enter into connection agreements and other commercial arrangements at the relevant time. A further WR set out that NGET's assets identified as being within or in close proximity to the proposed Order Limits, setting out that it would require PP to be included within the DCO to ensure both that its interests are adequately protected and compliance with relevant safety standards [\[REP1A-026\]](#).
- 6.7.45. The Applicant's Schedule of Progress sets out that the draft PP included in Part 3 of Schedule 16 to the dDCO have been the subject of ongoing discussions along with an associated side agreement. By DL6 these were almost agreed, with two points

outstanding relating to agreements with third parties and the duration of the timeframe that acceptable insurance and security need to be in place during construction of the authorised development [\[REP6-033\]](#).

- 6.7.46. ExQ2 2.5.23 sought the submission of jointly agreed PP for the benefit of NGET. In response, a DL5 submission from NGET set out their red line version of the PP [\[REP5-061\]](#).
- 6.7.47. The Applicant's Closing Statement set out that further discussions had taken place with NGET since DL6, and that the PP contained in Part 3 of Schedule 16 of the dDCO submitted at DL7 were in an agreed form. The Applicant and NGET were in the process of finalising an associated side agreement. On completion of the side agreement, NGET will formally withdraw its objection to the Proposed Development [\[REP7-018\]](#).
- 6.7.48. The ExA notes that the Schedule 16, Part 3 PP in favour of NGET, as set out in the DL7 version of the dDCO, are substantially in accordance with those set out in NGET's preferred PP submitted at DL5 [\[REP5-061\]](#). Consequently, the ExA is satisfied that the inclusion of PPs in the dDCO in favour of NGET are sufficient to ensure that there would be no serious detriment to the carrying on of its undertaking. As such, the ExA considers the tests set out in s127 and s138 of the PA2008 are met. Furthermore, as noted above, the Applicant has indicated that the parties are in the process of finalising a side agreement with NGET.

Network Rail Infrastructure Ltd (Network Rail)

Plot references:

Freehold acquisition: 05-063

Acquisition of Rights: 05-063a, 06-068, 06-069, 06-072, 06-072a, 06-072b, 06-073, 06-073a, 06-073b, 06-074, 06-074a, 06-076, 06-077

Temporary possession: 06-070, 06-071, 06-083

Interests: Category 1 owner and occupier; Category 2 in respect of railway apparatus; and Category 3 rights

- 6.7.49. The RR submitted by Network Rail sets out that CA powers are sought in relation to its statutory undertaking, that is the operational railway land forming part of the Sheffield to Lincoln line. Network Rail objects to the inclusion of its' land in the Order and to the CA powers in respect of this land. It states that new rights and restrictions over the railway land sought cannot be created without serious detriment to Network Rail's undertaking [\[RR-236\]](#).
- 6.7.50. In order for Network Rail to withdraw its objection, it sets out the need for agreements with the Applicant that regulate the manner in which rights over the plots and any other railway property are acquired, and the relevant works are carried out, including terms which protect Network Rail's statutory undertaking and agreement that CA powers would not be exercised in relation to such land. Such agreement should also regulate the carrying out of works in the vicinity of the operational railway network to safeguard their statutory undertaking. Network Rail welcomes the fact that PP have been included at Part 10 of Schedule 16 of the dDCO.

- 6.7.51. These points are reiterated in the WR submitted by Network Rail, noting also that it requires its standard PP to be included in the dDCO to ensure that its interests are adequately protected and to ensure compliance with the relevant safety standards [\[REP1A-030\]](#).
- 6.7.52. The ExA asked for clarification on the implications of the proposed CA/TP and new rights sought for Network Rail's undertakings in ExQ1 1.4.5. The response set out that Network Rail were in the process of conducting internal investigations as to the likely impacts that the Proposed Development would have on the rights held and would provide a more comprehensive response when they are able [\[REP3-051\]](#).
- 6.7.53. Also, in response to the Applicant's change request, Network Rail set out that it objected to the use of CA powers and TP powers to deliver the Proposed Development. Network Rail would continue to investigate the extent of the risks to its assets and was liaising with the Applicant in relation to any mitigation required. They referred again to the need for PP and a framework agreement to regulate the manner in which rights over railway property would be granted, and works carried out, in order to safeguard Network Rail's statutory undertaking. A draft framework agreement was under discussion [\[REP5-004\]](#).
- 6.7.54. The Applicant explained at CAH1 that PP and voluntary side agreements were being progressed at the same time with Network Rail [\[REP4-069\]](#). As the PP and side agreements typically restrict CA powers, these should be progressed before any limitations on CA powers in protective provisions are agreed to. At this point PP negotiations were well progressed, however, they were waiting on further progress in the property agreements, so that everything could be agreed at the same time. It was also suggested that Network Rail's preferred PP were included in the most recent version of the dDCO, Revision D [\[AS-039\]](#).
- 6.7.55. Additionally, the Applicant referred in CAH1 to the element of the change request relating to the horizontal directional drilling cable crossing of the railway (Change 3). This came about through discussions with Network Rail about the design of the crossing and was suggested to enable flexibility in how the final crossing could be designed and implemented. The Applicant also explained that in the current PP, the Applicant has to get consent from Network Rail for any works affecting 'railway property', meaning that Network Rail will have to consent to the detailed design of the crossing.
- 6.7.56. Subsequent to CAH1, in response to ExQ2 2.4.12 seeking an update on voluntary property agreement, Network Rail set out that their preferred PP had not been included in the most recent version of the dDCO. At this point Network Rail considered that under the PP in the dDCO their interests were not adequately protected, noting specifically that they did not include any restrictions on the CA of land. This would mean that Network Rail may be compromised in its capacity as a SU to comply with its Network Licence, and as a consequence there could be implications for the safe and efficient operation of the railway [\[REP5-063\]](#).
- 6.7.57. Also in response to ExQ2 2.4.12, the Applicant set out that the property agreements were under negotiation and a strategy on how the Framework Agreement and PP would interact in relation to the proposed restriction on CA powers for the project had been agreed [\[REP5-039\]](#).
- 6.7.58. A Statement of Common Ground (SoCG) with Network Rail was submitted at DL7 [\[REP7-012\]](#). This indicates that the PP for the benefit of Network Rail included at Part 10 of Schedule 16 to the dDCO submitted at DL6 are based on Network Rail's

standard PP and are agreed. They include restriction on the use of CA and TP powers without the consent of Network Rail. The SoCG also states that a Framework Agreement is being negotiated. Once the Framework Agreement has been completed, Network Rail will formally withdraw its objection. This position is confirmed in the Applicant's Closing Statement [\[REP7-018\]](#).

- 6.7.59. The ExA is therefore satisfied that the inclusion of PPs in the dDCO in favour of Network Rail would be sufficient to ensure that there would be no serious detriment to the carrying out of its undertaking. As such, the ExA considers the tests set out in s127 and s138 of the PA2008 are met. Furthermore, as noted above, the Applicant has indicated that the parties are in the process of finalising the Framework Agreement.

Environment Agency (EA)

Plot references:

Freehold Acquisition: 02-023, 02-024

Acquisition of rights: 01-018, 01-019, 07-106, 07-107, 10-183, 10-183a, 10-183b, 10-183c, 10-184, 10-185

Interests: Category 2 in respect of easements, riparian rights, right to maintain and rights stated in Deeds; and Category 3 rights

- 6.7.60. The RR received from the EA set out that for the purpose of this Application they are a statutory interested party. This sets out the objection to any acquisition of land or rights in relation to the EA land interests until they have assessed the potential effects of the acquisitions sought by the Applicant on their ability to carry out their operations. Specific reference is made to concerns about the implications of the Proposed Development for plots adjacent to the River Trent (07-106 and 07-107) for which the EA has Category 2 interests in respect of the right to maintain. Reference is also made to the importance of being able to carry out its flood risk management role [\[RR-090\]](#).
- 6.7.61. The WR received from EA noted concerns relating to the disapplication of the requirement for licences under sections 24 and 25 of the Water Resources Act 1991 (water abstraction and impounding), and also that the EA did not agree to disapply the requirement for a flood risk activity permit under the Environmental Permitting (England and Wales) Regulations 2016 until PP are agreed. In this regard the EA referred to the dDCO containing variations to their standard PP [\[REP1A-007\]](#). However, the variations were not considered substantial. A similar conclusion was set out in the response from the EA to ExQ1 1.5.28 [\[REP3-045\]](#).
- 6.7.62. The ExA sought further clarification from the parties at ExQ2 2.5.17, with responses from the EA and the Applicant indicating that, subject to final amendments, the PP were in agreed form ([\[REP5-056\]](#) and [\[REP5-039\]](#) respectively). The ExA understands that the PP included at Revision F of the dDCO at Schedule 16, Part 9 are in the agreed form [\[REP5-096\]](#).
- 6.7.63. Additionally, the SoCG submitted at DL5 [\[REP5-012\]](#) indicated that the Applicant and the EA had agreed that the PP should require the submission and approval of plans by the EA where any work or operation that is within 16m of a drainage work (definition includes embankment) in relation to a tidal main river and within 8m of a drainage work (definition includes embankment) in relation to a non-tidal main river

is undertaken. These PP would ensure that the EA would need to approve any works proposed at Land Plan plot references 07-106 and 07-107.

- 6.7.64. The ExA is therefore satisfied that the inclusion of PPs in the dDCO in favour of the EA would be sufficient to ensure that there would be no serious detriment to the carrying on of its undertaking. As such, the ExA considers that the tests set out in s127 and s138 of the PA2008 are met.

Northern Powergrid Yorkshire PLC (Northern Powergrid)

Plot references:

Freehold acquisition: 05-057, 05-059, 05-060, 05-061, 05-063, 06-064, 06-066, 06-067, 06-079, 06-088

Acquisition of rights: 04-046, 04-047, 04-049, 06-069, 06-072, 06-072a, 06-073, 06-074, 06-074a, 06-078, 07-094, 07-095, 07-096, 07-097, 07-098, 07-102, 07-103

Temporary possession: 06-070, 06-071, 06-081, 06-082, 06-083, 06-084, 06-085, 06-087, 06-093, 07-099, 07-099a, 07-100, 07-101

Interests: Category 2 in respect of electricity apparatus; and Category 3 rights in respect of electricity apparatus

- 6.7.65. The RR submitted on behalf of Northern Powergrid sets out that Northern Powergrid were in principle supportive of the Proposed Development but had concerns regarding potential impacts on existing assets and pending improvement works. Areas shown within the Order Limits would have a direct impact on Northern Powergrid's existing critical national infrastructure which serve significant numbers of customers in the local and wider area, and the rights for these assets are essential in maintaining an uninterrupted power supply to the customers they serve. In particular, the Proposed Development seeks to interfere with Northern Powergrid's existing apparatus, access to such apparatus and servicing rights which are vital for Northern Powergrid's existing operations [\[RR-347\]](#).
- 6.7.66. More specifically, the Applicant seeks to acquire land and interests which, if acquired, would adversely affect Northern Powergrid's ability to use, upgrade and access its apparatus. In addition to the technical impacts of the Proposed Development, Northern Powergrid has concerns over the proposed PP contained within the dDCO as they do not take into account site specific issues and do not accord with Northern Powergrid's standard PP requirements.
- 6.7.67. The ExA understands that during the course of the Examination the dialogue between the parties continued. The PP for the benefit of Northern Powergrid included at Schedule 16 Part 5 were amended at Revision A of the dDCO [\[REP1-006\]](#), with further corrections at Revision F [\[REP5-096\]](#).
- 6.7.68. The Applicant set out in their Closing Statement that agreed PP have been included in Part 5 of Schedule 16 of the dDCO submitted at DL7. An associated side agreement is in an agreed form and engrossments are in the process of being signed [\[REP7-018\]](#).
- 6.7.69. The ExA is therefore satisfied that the inclusion of PPs in the dDCO in favour of the Northern Powergrid would be sufficient to ensure that there would be no serious detriment to the carrying on of its undertaking. As such, the ExA considers the tests

set out in s127 and s138 of the PA2008 are met. Furthermore, the Applicant has indicated that the parties are in the process of finalising a side agreement.

Anglian Water Services Limited (Anglian Water)

Plot references:

Freehold acquisition: 01-010, 01-011, 01-021, 02-022, 04-041, 05-063

Acquisition of rights: 02-027, 02-028, 02-029, 05-063a, 06-074, 06-076, 06-077, 07-098, 08-130, 10-183c, 10-187

Temporary possession: 01-017, 02-025, 02-026, 02-032, 04-038, 06-080, 06-081, 06-083, 06-084, 06-093, 07-099, 07-099a, 07-100, 07-101, 08-129, 08-132, 10-193, 10-196, 10-197, 10-198

Interests: Category 2 in respect of rights, water apparatus and drainage; Category 3 rights in respect of rights, water apparatus and drainage

- 6.7.70. The RR submitted by Anglian Water indicated that some PP differ from Anglian Water's PP template that was previously shared with the Applicant. It set out that any impacted Anglian Water assets need to be identified and either diverted or protected [\[RR-018\]](#).
- 6.7.71. A finalised SoCG with Anglian Water was submitted at DL2 [\[REP2-018\]](#). This indicated that the PP included at Schedule 16 Part 7 for the benefit of Anglian Water had been agreed.
- 6.7.72. The ExA is therefore satisfied that the inclusion of PPs in the dDCO in favour of the Anglian Water would be sufficient to ensure that there would be no serious detriment to the carrying on of its undertaking. As such, the ExA considers the tests set out in s127 and s138 of the PA2008 are met.

The Canal & River Trust

Plot references:

Acquisition of rights: 07-106, 07-118, 07-119, 07-119a, 07-121

Interests: Category 1 interests as owner, occupier and lessee/tenant

- 6.7.73. The RR submitted by the Canal & River Trust set out their request for PP to be in order to protect their interests. To this end suggested PP were provided [\[RR-033\]](#). Particular reference was made to the need to understand the implications of the Proposed Development for the Trust's 'dredging tip', noting its role in the deposition of river dredgings which is required to maintain the navigational safety of the River Trent. In this regard it was suggested that the southern bund and edge of the western dredging tip would be located within Works Package 5A (the CRC).
- 6.7.74. The Canal and River Trust subsequently confirmed [\[REP2-021\]](#) that PP had been agreed with the Applicant. These reflect the provisions included in the dDCOs for the Cottam and Gate Burton projects and include wording required in respect of the Trust's dredging tip. In this regard the Schedule of Changes [\[REP7-009\]](#) sets out that the PP for the benefit of the Canal & River Trust were included in Schedule 16, Part 13 of the dDCO at Revision A, with various amendments to reflect ongoing negotiations included at Revisions B and C of the dDCO, and corrections made at Revision F.

- 6.7.75. The Canal and River Trusts submission at DL5 [\[REP5-054\]](#) indicated negotiate of the agreement for the rights required for the project in respect of the cable route beneath the dredging tip (plot 07-121) continued.
- 6.7.76. By the end of the Examination, the Canal & River Trust set out at [\[REP7-026\]](#) that the position between the parties was as set out in the CA Schedule [\[REP6-032\]](#), which was that terms have been generally agreed and valuations were currently outstanding but positive talks were moving towards signing of Heads of Terms relating to the land agreement .
- 6.7.77. Overall, the ExA is therefore satisfied that the inclusion of PPs in the dDCO in favour of the Canal & River Trust would be sufficient to ensure that there would be no serious detriment to the carrying on of its undertaking. As such, the ExA considers the tests set out in s127 and s138 of the PA2008 are met. Furthermore, it appears that the parties are in the process of finalising the land agreement.

Cadent Gas Limited (Cadent)

Plot references:

Temporary possession: 10-194, 10-195, 10-196

Interests: Category 2 and 3 interests in respect of gas pipelines

- 6.7.78. The RR submitted by Cadent set out their interests in relation to medium pressure gas pipelines and associated below and above ground apparatus located within the Order Limits. It sets out that Cadent seek to protect its position in light of infrastructure which is within or in close proximity to the proposed DCO boundary. In this regard, Cadent's rights to retain its apparatus in situ and rights of access to inspect, maintain, renew and repair such apparatus located within or in close proximity to the Order Limits should be maintained at all times [\[RR-032\]](#).
- 6.7.79. A further WR set out Cadent's requirement for PP to be included within the dDCO to ensure that its apparatus and land interests are adequately protected and to include compliance with relevant safety standards [\[REP1A-028\]](#).
- 6.7.80. In response, the Applicant set out in their updates in the Schedule of Progress that negotiations were ongoing [\[REP6-032\]](#). Confirmation of this was received in a DL5 update from Cadent, setting out that commercial terms between the Applicant and Cadent had been agreed, and that these had been formalised by way of a completed agreement. Also, agreement on the PP benefitting Cadent had been reached. As Cadent had no outstanding concerns they withdrew their previous representations [\[REP5-052\]](#).
- 6.7.81. The ExA is therefore satisfied that the inclusion of PPs in the dDCO in favour of the Cadent would be sufficient to ensure that there would be no serious detriment to the carrying on of its undertaking. As such, the ExA considers the tests set out in s127 and s138 of the PA2008 are met.

ExA's Conclusion on outstanding objections/representations

- 6.7.82. The ExA is satisfied that there is sufficient evidence that the CA powers sought over all of the land identified in the Land Plans and BoR would be required for the Proposed Development, to facilitate it or would be incidental to it. The ExA is therefore satisfied that the powers sought meet the condition set out in S122(2) of the PA2008.

- 6.7.83. With regard to private land interests, the ExA acknowledges that the CA and TP powers sought might result in some adverse impacts to the private interests of the owners of the land affected. However, in view of the established need for energy generation and the need to provide certainty in terms of the delivery of the Proposed Development, the ExA considers there is a compelling case in the public interest for the land to be acquired compulsorily. The Proposed Development therefore meets the tests in s122(3) PA2008.
- 6.7.84. Similarly, having considered the PPs in the round, and having set out the ExA's recommended position in the light of specific objections to their terms arising during the Examination, the ExA considers they are sufficient to ensure that there would be no serious detriment to those SUs affected. Moreover, the ExA considers that the extinguishment or removal of apparatus belonging to SUs is necessary for the purpose of carrying out the Proposed Development.
- 6.7.85. Accordingly, the ExA considers that the powers sought meet the requirements of s127 and s138 of the PA2008.

6.8. OTHER PARTICULAR CONSIDERATIONS

Crown Land

- 6.8.1. Section 135(1) of the PA2008 precludes the CA of interests in Crown Land unless the land is held '*otherwise than by or on behalf of the Crown*', and the appropriate Crown authority consents to the acquisition. Section 135(2) precludes a DCO from including any provision applying to Crown Land or Crown rights without consent from the appropriate Crown authority. This is not limited to CA provisions in a DCO.
- 6.8.2. Crown Land has been identified within the Order Limits as shown by Plots 07-117, 07-119 and 07-119a on the Crown Land Plan [\[AS-002\]](#). This relates to that part of the CRC shared with the Gate Burton Energy Park and Cottam Solar Project, as it crosses the tidal River Trent. The interests are set out in Part 4 of the BoR [\[REP6-002\]](#).
- 6.8.3. The Applicant has set out that it has engaged with agents for the Crown Estate in order to voluntarily acquire the necessary interests/rights over the Crown Estate's land. This process has run in parallel with the application for development consent. Consent from the Crown Estate pursuant to s135 of the PA 2008 will also need to be obtained prior to the SoS determining the DCO Application.
- 6.8.4. This point was discussed at CAH1, at which point the Applicant confirmed that they were continuing to chase the Crown Estate Commissioners' solicitors for the draft documentation. The Applicant remained confident that the consent required under s135 of the PA2008 would be obtained before the Examination closed [\[REP4-069\]](#). In response to ExQ2 2.4.14, which sought clarification on the nature of the property negotiations, the Applicant set out that they were awaiting a response from the Crown regarding updated proposed compensation values offered in relation to an easement [\[REP5-039\]](#).
- 6.8.5. The subsequent update provided in the Schedule of Negotiations at DL6 was that Heads of Terms had been progressed to a lease and values were being agreed to allow the signing of Heads of Terms '*in the near future*' [\[REP6-061\]](#).
- 6.8.6. Nonetheless, the position at the end of the Examination was that a voluntary property agreement with the Crown Estate had not been reached. In these

circumstances the Applicant set out that negotiations would continue and evidence of agreement would be submitted to the SoS. Similarly, consent pursuant to s135 had not been obtained. On this point it is relevant to note that, in response to ExQ2 2.4.14, the Applicant set out that at this point, April 2024, Crown Consent had been obtained for the Gate Burton Energy Park and the consent for the Cottam Solar Project had been agreed and was in the process of being signed [\[REP5-039\]](#). This suggests that the impediment to securing the property agreement and s135 consent may be due to timing rather than matters of principle.

6.8.7. Nonetheless, as the property agreement and s135 consent have not been obtained, the SoS will need to be assured that these are in place when determining the DCO Application.

Human Rights Act 1998

6.8.8. The Human Rights Act 1998 incorporates the European Convention on Human Rights (ECHR) into UK statute. The ECHR is subscribed to by member states of the Council of Europe. ECHR rights are enforceable in the domestic courts but with final recourse to the European Court of Human Rights. The ECHR, the Council of Europe and the European Court of Human Rights are not European Union (EU) institutions and are unaffected by the decision to leave the EU.

6.8.9. Relevant provisions of the ECHR that are normally engaged by CA and/ or TP proposals include:

- Protocol 1, Article 1: the right to peaceful enjoyment of possessions and not to be deprived of this except in the public interest;
- Article 6: the right to due process in civil proceedings, including a public hearing before an independent and impartial tribunal;
- Article 8: the right to respect for private and family life, home and correspondence, relevant where property that is a home is affected.

6.8.10. Section 9 of the Applicant's SoR deals with Human Rights. It acknowledges that the DCO has the potential to infringe the rights of persons who hold interests in land within the Order Limits under Article 1 of the First Protocol, Article 6 and Article 8. Section 9 also includes consideration of compliance with the relevant provisions of the ECHR and fair compensation [\[REP6-044\]](#).

6.8.11. In terms of Article 1, the Applicant sets out that they have sought to minimise the amount of land over which it requires powers of CA. The Applicant also considers that there would be very significant public benefits arising from the grant of the DCO. The benefits would only be realised if the DCO is accompanied by the grant of powers of CA which have allowed for APs to be heard fully, fairly and in public. The Applicant also sets out that all owners, lessees, tenants and occupiers within the Order Limits and those with an interest in the Order Limits have been consulted. The Applicant has also consulted with those persons who may be able to make a RR.

6.8.12. However, the conclusions of Chapter 5 set out the ExA's view that the planning merits case for the Proposed Development has not been made out. Should the SoS agree with that conclusion, the proposed interference with individuals' rights under Article 1 of the First Protocol would not be lawful, necessary, proportionate and justified in the public interest.

6.8.13. The ExA has also considered the Stow Park Alteration as a possible amendment to the Application. If the Application were to proceed on this basis, then the ExA's view

is that the planning merits case for the Proposed Development would be made out. Should the SoS choose to support this amendment, with consequent alteration to land and rights requirements set out in Section 6.5 of this Report, then the ExA observes that, it is possible that the proposed interference with individuals' rights could be lawful, necessary, proportionate and justified in the public interest.

- 6.8.14. In reaching this view, the SoS would need to be clear about the extent of land and rights sought in relation to the Stow Park Alteration to enable the activities other than the placing of solar array to take place within the former deer park. In this regard the plots identified in Table 4 and Table 5 above provide a preliminary assessment which, if progressed, should be confirmed by the Applicant.
- 6.8.15. Turning to Article 8, the Order Limits do not include, and the Proposed Development does not require, the outright acquisition of any residential property. Consequently, as dwellinghouses would not be directly affected, it is not expected that rights protected by Article 8 would be infringed. However, the ExA has noted above that APs have raised concerns about the effects of the Proposed Development on their property and business [\[REP6-059\]](#). The ExA accepts that this could represent interference under Article 8.
- 6.8.16. In this regard the ExA's conclusions in relation to Article 1 also apply. That is, should the SoS agree with the ExA's conclusions in [Chapter 5](#) in relation to the planning merits of the Application as submitted, then the interference under Article 8 would not be justified.
- 6.8.17. However, when consideration is given to the Stow Park Alteration, the ExA's conclusion is that such interference with human rights would be for a legitimate purpose, as it would be required for the delivery of the Proposed Development, or would be required to facilitate or would be incidental to the Proposed Development, in accordance with s122 of the PA2008. In these circumstances such interference would be justifiable on the basis that it would be lawful and in the public interest.
- 6.8.18. In terms of Article 6, IPs and APs have raised concerns regarding the adequacy of the pre-application consultation process involving landowners (for example [\[RR-289\]](#)). In response, the Applicant has set out how the statutory requirements have been complied with, including providing communities, stakeholders and landowners a sufficient period of time, and sufficient environmental information about the Proposed Development to provide meaningful feedback. Specifically, the Consultation Report sets out the issues raised and how the Applicant has had regard to these in developing the proposals [\[APP-022\]](#). Consequently, the ExA concludes that the requirements of Article 6 have been satisfied.
- 6.8.19. The ExA concludes overall that:
- **On the basis of the Application as submitted and examined** (but not including the without prejudice offer to exclude arrays from the deer park land at Stow Park): the proposed interference with the rights of those with an interest in the Order land would not be for a legitimate purpose and would not be necessary and proportionate to that purpose. The public benefits to be derived from the proposed CA would not outweigh the private loss that would be suffered by those whose land or interests would be acquired, and therefore does not justify interfering with that land or those rights.
 - **On the basis of the Stow Park Alteration**: that the proposed interference with the rights of those with an interest in the Order land would be for a legitimate

purpose and would be necessary and proportionate to that purpose. The public benefits to be derived from the proposed CA would decisively outweigh the private loss that would be suffered by those whose land or interests would be acquired, and therefore justifies interfering with that land or those rights.

Equality Act 2010 Considerations

6.8.20. The Equalities Act 2010 established the PSED. This is a legal obligation to eliminate discrimination, advance equality of opportunity and foster good relations between persons who share a protected characteristic and persons who do not. The conclusions of the Applicant's Equality Impact Assessment set out that no differentiated or disproportionate impacts on groups with protected characteristic would be predicted as a result of the Proposed Development [\[APP-321\]](#).

6.8.21. The ExA has had regard to the PSED throughout the Examination and in the consideration of the issues raised in this Report. Overall, the ExA finds that the Proposed Development would not harm the interests of persons who share a protected characteristic or have any adverse effect on the relationships between such persons and persons who do not share a protected characteristic. On that basis, the ExA has found no breach of the PSED.

6.9. CONCLUSIONS

6.9.1. The ExA has taken into account all the information, submissions and representations made, including the matters considered above, noting that agreements had not been reached with all APs and SUs by the end of the Examination, meaning that CA powers may be required should the landowners' position not change.

6.9.2. However, the context for a decision on CA and TP matters overall is established and driven by the ExA's conclusion on the planning balance, as set out in [Chapter 5](#). In the circumstances of this Application, along with consideration of the Stow Park Alteration, the ExA sets out its conclusions and recommendations on CA and TP in two alternative forms:

- If the SoS concurs with the ExA's conclusions on the planning merits of the Application as submitted and examined (but not including the without prejudice offer to exclude arrays from the deer park land at Stow Park) and therefore proposes not to make the Order, then the primary CA and TP recommendation is that the CA and TP request should not be granted.
- However, if the SoS proposes to make the Order on the basis of the Stow Park Alteration, then the ExA sets out an alternate CA and TP recommendation below, which summarises the matters that would need to be addressed before and in the decision.

CA and TP conclusion on the Application as submitted³²

6.9.3. For reasons summarised there, the ExA's conclusion on the planning balance in [Chapter 5](#) is that the Proposed Development would contravene relevant NPS policy (PA2008 s104(3)) and that its adverse impacts would outweigh its benefits (PA2008

³² For the avoidance of doubt this refers to the Application as submitted and examined (but not including the without prejudice offer to exclude arrays from the deer park land at Stow Park).

s104(7)). In such circumstances, the CA tests set out in PA2008 s122 would not be met. If the SoS does not support the grant of development consent, it follows that:

- land and/ or rights are not required for the development to which the development consent relates (s122(2)(a));
- land and/ or rights are not required to facilitate or be incidental to the development because the development will not proceed (s122(2)(b)); and
- in the absence of a case in policy and planning merits for the development to proceed, there is no compelling case in the public interest for land to be acquired compulsorily (s122(3)).

6.9.4. Similarly, and for the same reasons, there would then be no reason for the SoS to reach any conclusions on Crown land, funding arising from PA2008 or on human rights considerations.

6.9.5. The same tests do not apply to the TP aspects of the CA and TP request. However, it is sufficient to record that all TP proposals in the Application support the primary objective of developing, operating and maintaining the Proposed Development. If development consent including CA powers is not to be granted for that purpose, then there is no remaining justification for any TP powers. Similarly, no human rights considerations would arise.

6.9.6. In these circumstances, with reference to the DCLG Guidance 'Award of costs: Examinations of applications for development consent orders' (July 2013) Part D paragraph 4, if the SoS refuses development consent, all persons who have maintained a CA objection at all times up to the SoS' decision and participated in the Examination are successful objectors and may seek an award of costs. Eligibility for an award of costs in such circumstances does not require the person seeking the award to demonstrate unreasonable behaviour by the Applicant.

CA and TP conclusion on the Stow Park Alteration

6.9.7. On the basis of the preliminary consideration of the Stow Park Alteration, the ExA has set out in [Chapter 5](#) that the Proposed Development would support the relevant NPS policy and that in planning terms its adverse impacts would be outweighed by its benefits.

6.9.8. Should the SoS agree with this conclusion and propose to make the DCO, the following CA and TP matters should be addressed:

- In relation to the land forming that part of WB3 falling within the setting of the former deer park, the Applicant should be asked to confirm the plots impacted by the removal of the solar array, and to update the BoR and Land Plan accordingly;
- In relation to the land forming that part of WB3 falling within the setting of the former deer park, the Applicant should be asked to confirm the plots to which TP would continue to be required to support the provision of access, the cable routing and related works.

6.9.9. Should these matters be satisfactorily addressed, the Exa's view is that:

- The application site has been appropriately selected;
- All reasonable alternatives to CA have been explored;
- The dDCO provides a clear mechanism whereby the necessary funding can be guaranteed;

- There is a clear need for all the land included in the BoR to be subject to CA or TP;
- There is a need to secure the land and rights required to construct the Proposed Development within a reasonable timeframe, and the Proposed Development represents a significant public benefit to weigh in the balance;
- The private loss to those affected has been mitigated through the selection of the land; the minimisation of the extent of the rights and interests proposed to be acquired and the inclusion, where relevant, of PPs in favour of those affected;
- The powers sought satisfy the conditions set out in s122 and s123 of the PA2008 as well as the CA Guidance;
- The powers sought in relation to SUs meet the conditions set out in s127 and s138 of the PA2008 and the CA Guidance; and
- The Applicant has not obtained consent from the relevant Crown authorities and therefore the powers sought have not met the conditions in s135 of the PA2008.

6.9.10. Noting this final point, and therefore subject to obtaining Crown Consent, the ExA finds that, on the basis of the Stow Park Alteration, there is a compelling case in the public interest for the CA and TP powers sought and the ExA recommends acceptance of the CA and TP powers proposed in the dDCO, as amended to address the Stow Park Alteration.

7. DRAFT DEVELOPMENT CONSENT ORDER AND RELATED MATTERS

7.1. INTRODUCTION

7.1.1. The application draft Development Consent Order (dDCO) [\[APP-17\]](#) and the Explanatory Memorandum (EM) [\[APP-018\]](#) were submitted by the Applicant as part of the Application. Both the dDCO and EM were updated throughout the Examination with the latest version of the dDCO being [\[REP7-002\]](#) and the EM being [\[REP6-013\]](#). The EM explains the purpose and effect of each article of, and schedule to, the dDCO and why they are required. The changes between the submitted version and Revision H submitted at Deadline (DL) 7 are summarised, in Table 7 below. Unless stated otherwise, all analysis of the dDCO and EM in this Chapter are based on the versions submitted at DL7.

7.1.2. The submission version of the dDCO and subsequent iterations are in the form of a statutory instrument as required by section (s)117(4) of the PA2008.

7.1.3. This Chapter considers the DCO as applied for; the changes made during the Examination; the DCO provisions with matters and objections outstanding, and then sets out the Examining Authority's (ExA) conclusions. Consideration is also given to the framing of controls that respond to the effects of the proposed solar array installation within the setting of the Stow Park scheduled ancient monument (SAM).

7.2. THE DCO AS APPLIED FOR

7.2.1. The dDCO as applied for includes a number of provisions to enable the construction, operation, maintenance and decommissioning of the Proposed Development. Its general structure is set out below:

Articles

- Part 1 – Preliminary
- Part 2 – Principal powers
- Part 3 – Streets
- Part 4 – Supplementary powers
- Part 5 – Powers of acquisition
- Part 6 – Miscellaneous and general

Schedules

- Schedule 1 – Authorised development
- Schedule 2 – Requirements
- Schedule 3 – Legislation to be disapplied
- Schedule 4 – Streets subject to street works
- Schedule 5 – Alteration of streets
- Schedule 6 – Streets and Public rights of way
- Schedule 7 – Access to works
- Schedule 8 – Traffic Regulation Measures
- Schedule 9 – Deemed Marine License under the 2009 Act
- Schedule 10 – Land in which only new rights etc may be acquired
- Schedule 11 – Modification of compensation and compulsory purchase enactments for the creation of new rights and imposition of new restrictive covenants
- Schedule 12 – Land of which temporary possession may be taken
- Schedule 13 – Hedgerows to be removed
- Schedule 14 – Documents and plants to be certified
- Schedule 15 – Arbitration rules
- Schedule 16 – Protective provisions
- Schedule 17 – Procedure for discharge of Requirements

7.2.2. Whilst there were numerous changes made to the dDCO during the Examination, its broad structure did not change.

7.3. CHANGES DURING THE EXAMINATION

7.3.1. During the Examination the Applicant sought to make various changes to the dDCO. These included those made in relation to the formal change request to the Order Limits to facilitate a number of changes resulting from ongoing consultation with landowners and those made following requests from the ExA and from requests or discussions with host authorities or interested parties (IP). The ExA has also been made aware that changes have resulted from alterations made to the DCO provisions relating to the Gate Burton and Cottam solar projects, with the Applicant noting that this has been to ensure there is consistency across these closely related DCOs (as explained in the EM [\[REP6-013\]](#)).

7.3.2. The numerous small alterations, typographical changes, corrections and drafting improvements in each successive version of the dDCO are set out in the final version of the Applicant's Schedule of Changes [\[REP7-009\]](#). Therefore, changes that the ExA accepts are necessary, that are not the subject of outstanding disagreements and that do not materially affect the delivery of or controls over the Proposed Development are not discussed here.

7.3.3. The notable changes made to dDCO during the Examination, and the reasons for them, are summarised in Table 7 below. These generally flowed from submissions from IPs, including in response to the need to ensure overall consistency with other large scale solar schemes in Lincolnshire, responses to written questions (ExQ) and discussion at Hearings.

7.3.4.

The ExA is satisfied that the majority of these changes are justified by the evidence and can be recommended for inclusion in the DCO if the Secretary of State (SoS) concludes that development consent should be granted. Any exceptions to this are noted in Table 7 and are examined in Section 7.4 below.

Table 7: Main changes made to the dDCO during the Examination

Provision	Change	Reason
<p>Article 2(1) Definitions</p>	<p>Revision A,B, E Definition of 'Order land'.</p> <p>Additional definitions for, 'definitive map statement' and 'public rights of way'.</p> <p>Definition of Tillbridge Solar Project Order.</p> <p>Definition of 'authorised development'.</p>	<p>Responds to section 51 advice from the Planning Inspectorate (PINS) [PD-003]</p> <p>Added to reflect changes made to the Cottam Project DCO.</p> <p>Added as this Project shares the cable corridor with the Proposed Development in the vicinity of the River Trent.</p> <p>Response to a question by the ExA to be consistent with the Cottam Solar Project draft DCO and the Longfield Solar Farm Order 2023.</p>
<p>Article 5(3) Power to maintain the authorised development</p>	<p>Revisions G Addition of term 'maintenance' before 'works'.</p>	<p>To increase clarity of scope of such works in response to ExA comments on dDCO [PD-016]</p>
<p>Article 6 (1)(h) and (i) Application and modification of statutory provisions</p>	<p>Revisions A, E Clarification that the disapplication of the Environmental Permitting Regulations is in respect of flood risk activity.</p> <p>Clarification that the disapplication of local legislation does not affect the ability of the Canal & River Trust to operate and maintain the River Trent.</p> <p>Amendment to remove the disapplication of sections 24 and 25 of the</p>	<p>As agreed with the Environment Agency (EA) and Canal and River Trust respectively.</p> <p>In response to comments from the EA.</p>

Provision	Change	Reason
	Water Resources Act 1991.	See further consideration of Article 6 provisions in Section 7.4 below.
Article 9(4) Power to alter the layout etc. of streets	Revision A Amended to be clear that consent may be in a form reasonably required by the street authority.	At the request of local highway authorities
Article 11 Temporary prohibition or restriction of use of streets and public rights of way	Revision A The amendments avoid using the term 'stopping up' in respect of temporary prohibitions and restrictions, to avoid confusion with the permanent nature of stopping up under highways law.	Amendments reflect changes made to the Cottam Solar Project DCO, and also reflect drafting changes in other made DCOs.
Article 20(2) Compulsory Acquisition of land	Revision E Addition of two articles that operate to limit the time and extent of the powers of compulsory acquisition into paragraph (2), to signpost the reader to the restrictions on these powers.	To be consistent with the in the Cottam Solar Project DCO.
Article 23 Private Rights	Revision A Amendments to ensure consistency between paragraphs (1) and (2).	Applicant removed text to be consistent with recently made DCOs.
Article 35(5) Consent to transfer the benefit of the Order	Revision H Reference to the need to notify the Marine Management Organisation (MMO), where the transfer of benefit relates to the provisions of a deemed marine licence (DML).	In response to the MMO concerns that they may not be aware of the identity of the licence holder for enforcement purposes following a transfer pursuant to article 35 of the Order. See further consideration of the

Provision	Change	Reason
		requirement for DML provision in Section 7.4 below.
<p>Article 38(4)</p> <p>Felling or lopping of trees and removal of hedgerows</p>	<p>Revision A</p> <p>Amendments made to address concerns that all hedgerows listed in Schedule 13 could be removed.</p>	<p>Applicant removed text to be consistent with recently made DCOs.</p>
<p>Article 39</p> <p>Trees subject to tree preservation orders</p>	<p>Revision G</p> <p>Amendments to add an express reference to the landscape and ecological management plan which contains a plan showing the trees subject to Tree Preservation Orders.</p>	<p>In response to the ExA's comments on the dDCO [PD-016].</p>
<p>Article 40</p> <p>Certification of plans and documents, etc.</p>	<p>Revision A</p> <p>Amendments to ensure that where revised or supplementary parts to the certified documents are submitted into Examination, the final documents to be certified include the revised or supplemented part or document.</p>	<p>Amendments reflect changes made to the Cottam Solar Project DCO.</p>
<p>Article 42</p> <p>Arbitration</p>	<p>Revision A</p> <p>Insertion of the MMO.</p>	<p>Amendments reflect changes made to the Cottam Solar Project DCO.</p> <p>See further consideration of the requirement for DML provision in Section 7.4 below.</p>
<p>Article 46</p> <p>Procedure in relation to certain approvals etc</p>	<p>Revision B</p> <p>Amendment to discharge period from six to 10 weeks.</p>	<p>Correction to provide longer timescales a reasonable discharge period agreed with local planning authorities (LPA) and consistent with equivalent provisions in other made DCO. Aligns</p>

Provision	Change	Reason
		with that provided in paragraph 2(3) of Schedule 17 (Procedure for discharge of requirements).
Article 49 Crown rights	Revision A Amendments to ensure that all Crown interests are protected.	Requested by Crown Estate.
Schedule 1 Authorised Development	Revision A Correction of the number of generating stations from four to up to three and expansion of the scope of laydown areas to include decommissioning.	Correction by the Applicant to provide clarity.
Schedule 1 Authorised Development	Revision B Addition of detail of fire suppression added to the description of the battery energy storage work.	Following further discussions with Lincolnshire Fire and Rescue.
Schedule 9 Deemed Marine License Under the 2009 Act	Revision C, E, H Corrections to Work Nos, description of relevant licensed marine activities, and coordinates for the extent of Work Nos; additional definitions; and conditions. Various corrections and additions.	Changes to reflect comments made by the MMO in respect of the draft deemed marine licence (on a without prejudice basis) in the Gate Burton Energy Park DCO. See further consideration of the requirement for DML provision in Section 7.4 below.
Schedule 13 Hedgerows to be removed	Revision A With reference to hedgerow removal, all instances of "Removal of approximately" to be amended to "Removal of part of approximately".	Clarification to address concerns about the extent of the powers sought raised by IPs.
Schedule 14 Documents and Plans to be certified	Revision A, B, F, G Clarifications and updates.	To reflect the submission of updated documents.

Provision	Change	Reason
Schedule 16 Protective Provisions, Part 4	Revision A, B Updated protective provisions for National Grid Electricity Distribution (NGED).	To ensure that no rights would be extinguished without NGED's agreement, no apparatus removed until alternative apparatus has been constructed and that land and apparatus would be protected and access maintained during construction. Protective Provisions (PP) were agreed at Revision H.
Schedule 16 Protective Provisions, Part 5	Revision A, F Updated PP for Northern Powergrid.	To ensure that Northern Powergrid's land and apparatus would be protected and access maintained during construction. PP agreed at Revision F.
Schedule 16 Protective Provisions, Part 6	Revision B, C Updated PP for Cadent Gas Limited.	To ensure that Cadent Gas' land and apparatus would be protected and access maintained during construction and minor alterations. PP agreed at Revision G.
Schedule 16 Protective Provisions, Part 7	Revision A Updated PP for Anglian Water.	Minor alterations to ensure that Anglian Water's land and apparatus would be protected and access maintained during construction. PP agreed at Revision C.
Schedule 16 Protective Provisions, Part 9	Revision A, B, Updated PP for Environment Agency.	To reflect ongoing negotiations and to ensure that EA's land and apparatus would be protected and access maintained during construction. PP agreed at Revision G.
Schedule 16 Protective Provisions, Part 13	Revision A, B, C, F New and updated PP for Canal & River Trust.	PP added at the request of the Canal & River Trust, updated to reflect

Provision	Change	Reason
		ongoing negotiations. PP agreed at Revision G.
Schedule 16 Protective Provisions, Part 14	Revision A, F, G New and updated PP for Uniper UK Ltd.	PP added and updated to reflect ongoing negotiations.
Schedule 16 Protective Provisions, Part 15	Revision A, F New and updated PP for Exolum Pipeline System.	PP added and updated to reflect ongoing negotiations. PP agreed at Revision G.
Schedule 16 Protective Provisions, Part 3	Revision B, F, H Updated PP for National Grid Electricity Transmission (NGET).	Negotiations reflecting NGET's need to ensure that its interests are adequately protected and to ensure compliance with relevant safety standards. NGET also sought protection for those National Grid assets which would remain in situ, along with facilitating all future access and other rights as necessary to allow National Grid to properly discharge its statutory obligations. Revision H PP in agreed form.
Schedule 16 Protective Provisions, Part 10	Revision B, F, G Updated PP for Network Rail.	Various corrections and the addition of protection from the exercise of various powers of the Order following negotiations and agreement with Network Rail. PP agreed at Revision G.
Schedule 16 Protective Provisions, Part 16	Revision B New PP for the benefit of Lincolnshire Fire and Rescue.	At the request of the host authorities and to reflect the provisions contained in the Gate Burton Energy Park draft DCO and the Cottam Solar Project draft DCO. PP agreed at Revision B.
Schedule 16 Protective Provisions, Part 17	Revision B, F New and updated PP included for Tillbridge Solar Limited as the	Necessary and to reflect the provisions contained in the Gate Burton Energy Park draft DCO

Provision	Change	Reason
	fourth solar project that will utilise the shared cable route corridor.	and the Cottam Solar Project draft DCO. PP agreed at Revision F.
Schedule 16 Protective Provisions, Part 18	Revision F Updated PP for EDF Energy (Thermal Generation) Ltd	Bespoke draft PP were received from EDF. By DL6 they were in an agreed form, with the exception of the restriction on the use of compulsory acquisition powers. See further discussion ay Section 7.4 below.
Schedule 16 Protective Provisions, Part 19	Revision G, H New and updated PP for United Kingdom Atomic Energy Authority (UKAEA)	Amendments to implement the majority of the changes requested by the UKAEA. PP in agreed form at Revision H.
Schedule 17 Procedure for the Discharge of Requirements	Revision A, B, E Amendments provide for a longer period of time to approve all applications to discharge requirements (rather than just in respect of Requirement 5). Provisions relating to the payment of fees for an application to discharge any of the requirements have also been included. Amendments provide for bespoke fee to be payable in respect of the discharge of Requirements, and clarification of the method of fee payment.	To reflect the updated drafting on the Gate Burton, Cottam and Mallard Pass DCOs, adopted in order to ensure the Lincolnshire DCOs are consistent with each other, and at the request of the relevant planning authorities. See further discussion of Schedule 17 provisions in Section 7.4 below.

7.4. DCO PROVISIONS WITH MATTERS AND OBJECTIONS OUTSTANDING

- 7.4.1. This Section addresses matters which had not been agreed between IPs and the Applicant by the end of the Examination and certain matters which have been the subject of the ExA's written questions and/or discussion at hearings about potential changes to the Applicant's final dDCO [\[REP7-002\]](#). Table 8 and Table 9 then set out

those DCO provisions that the ExA recommend are changed. For ease of reference, the text shown in bold and strikethrough in Table 8 and Table 9 identifies insertion, deletion or amendments of text. The recommended changes are reflected in the recommended DCO (rDCO) at Annex E.

7.4.2. Many matters were agreed during Examination. Table 7 identified these. Table 7 also refers to matters not agreed. These, and other key matters, were discussed during the Examination and are explored further below:

- Article 2: Interpretation - 'maintain'
- Article 6: Application and modification of statutory provisions
- Article 11/15: Streets
- Schedule 2 - Requirement 5: Detailed Design Approval
- Schedule 2 - Requirement 12: Archaeology
- Schedule 2 - Requirement 21: Decommissioning and Restoration
- Schedule 2 - Requirement 9: Biodiversity Net Gain
- Schedule 2 - Maintenance Clauses
- Schedule 9 - Deemed Marine Licence
- Schedule 16 - Protective Provisions
- Schedule 17 - Procedure for discharge of requirements

ARTICLE 2: INTERPRETATION – 'MAINTAIN'

7.4.3. The definition of the term 'maintain' included in the dDCO as originally submitted [\[APP-017\]](#) could be considered to be wide-ranging. It would enable work to '*alter, remove, refurbish, reconstruct, replace and improve any part*' of the authorised development. The EM sets out that this definition would not permit the whole of the authorised development to be removed, replaced or reconstructed, rather it would be intended to enable the Proposed Development to keep up with changing standards and controls and advances in technology [\[APP-018\]](#).

7.4.4. In response to ExQ1 1.5.3 addressing this point, the Applicant sets out that this definition is considered to be proportionate and consistent with the assessment undertaken in the Environmental Statement (ES). They refer to the fact that the definition used in the dDCO is consistent with that used in the Longfield Solar Farm Order 2023 [\[REP3-038\]](#).

7.4.5. This matter was discussed further at Issue Specific Hearing (ISH) 2, during which the Applicant made reference to the extent of this power being controlled by Article 5 (Power to maintain the authorised development). Article 5(3) sets out that '*this article does not authorise the carrying out of any maintenance works which are likely to give rise to any materially new or materially different effects that have not been assessed in the environmental statement*' [\[REP4-067\]](#).

7.4.6. During this discussion, a particular focal point for the application of this definition was in relation to its implications for the replacement of solar photovoltaic (PV) panels during the 60-year lifetime of the Proposed Development. In this regard the post-hearing submission from the interest group 7000 Acres set out their view that the definition of maintain is vague and would allow the Applicant to replace key components on a frequent cycle, even though the ES assessment does not reflect this possibility. To illustrate this point, reference was made to both the Applicant's anticipated 0.4% failure rate for the solar PV panels over 60 years and also the likely efficiency losses of the solar PV panels over time. They set out that current industry evidence suggests that the economic life of a solar PV panel is 20 years, which takes into account failure rate, degradation in energy generation and new technology becoming available [\[REP4-092\]](#).

- 7.4.7. Using this worst-case assumption, 7000 Acres conclude that the solar PV panels would be replaced twice (at 20 years and 40 years) during the life of the Proposed Development. The current definition of “maintain” in the DCO would permit this and yet the ES Chapter 7 Climate Change assessment takes no account of replacing the solar panels, except for when they fail. 7000 Acres also suggest that the Applicant’s assessment has not complied with the requirements of a Rochdale Envelope in terms of a reasonable worst-case approach when assessing the environmental impact of panel failure rate. The specifics of this critique and the Applicant’s response are set out in [Chapter 3](#), Section 3.14 with reference to waste generation.
- 7.4.8. Noting that the current definition of maintain does not rule out the possibility that all, or the large majority, of the development, including the panels, may be replaced during the operation period of the Proposed Development, ExQ2 2.5.2 sought clarification on how this would be managed. The Applicant’s response sets out that the current definition of maintain is proportionate in providing flexibility to repair the Proposed Development which is necessary to ensure that it remains operational. Were this definition limited further, the risk is that the Proposed Development could not be adequately repaired, impairing its ability to operate as a generating station, possibly limiting its long-term generating capacity [\[REP5-039\]](#).
- 7.4.9. Further, if the rate of failure and replacement turned out to be much higher than the 0.4% assumed rate at an early stage within the expected lifespan of the Proposed Development, then the Applicant would need to evidence that there would be no materially new or different environmental effects as a result of an increased replacement rate, or it would need to apply to change the DCO. In that scenario, the increased rate of replacement would need to be assessed as part of any change application.
- 7.4.10. The Applicant’s position on this point was further tested in response to the ExA’s proposed changes to the dDCO, which suggested a refinement of the definition of ‘maintain’ to limit its scope. In response, the Applicant referred to the current drafting having well-understood meaning. The suggested removal of the words ‘alter, remove, refurbish, reconstruct, replace’ from the definition of ‘maintain’ would restrict the concept of maintenance in a way that would be a significant departure from the ordinary meaning of the word. This would be unnecessary when the extent of the power is managed and controlled by Article 5 of the DCO [\[REP6-048\]](#).
- 7.4.11. The Applicant also cautioned the fact that, in addition to the potential for individual items of equipment to become unrepairable, the anticipated lifespan of battery energy storage systems (BESS) is approximately 20 years. It is important that the omitted words are retained so that there would be no doubt that this part of the Proposed Development could be replaced or refurbished, ensuring that the Proposed Development would be able to continue to provide on-demand power to help balance the Grid.
- 7.4.12. At that point the Applicant reviewed Article 5 of the dDCO in light of the concern that the extent of the power may not be justified. The general power to maintain the Proposed Development provided by paragraph (1) of Article 5 is restricted by paragraph (2) to the geographical extent of ‘*within the Order Limits*’. Paragraph (3) provides a further limit to the power to maintain the Proposed Development, such that it would not authorise the ‘*carrying out of any works which are likely to give rise to any materially new or materially different effects that have not been assessed in the environmental statement*’. The Applicant has added the defined term ‘*maintenance*’ before ‘*works*’ in paragraph (3), so that there can be no doubt that

any maintenance activity carried out on the Proposed Development must be within the limits of the assessed Rochdale Envelope.

ExA's Reasoning

7.4.13. The ExA has noted that, when considering the need for the replacement of solar PV panels in [Chapter 3](#) Section 3.14, there is a considerable degree of uncertainty around the lifecycle and need for replacement of these items. Nonetheless the ExA has agreed that the Applicant's assessment falls broadly within the Rochdale Envelope.

7.4.14. In the context of the uncertain life-span of key elements of the Proposed Development, the ExA has noted the danger of overly restricting what is a reasonably well-understood definition of the term maintenance. Given that the overall power to maintain would be restricted by the Article 5 provisions on maintenance works and their environmental effects, there appears to be no justification for creating uncertainty around this aspect of the management of the operational efficiency of the Proposed Development. The ExA's conclusion is therefore that no amendments are required to this definition.

ARTICLE 2: INTERPRETATION – ORDER LAND

7.4.15. The Schedule of Changes sets out that the definition of 'Order land' was updated at Revision E of the dDCO to incorporate changes requested by the ExA in the Examination of the Cottam Solar Project. This was to improve clarity over the land affected by compulsory acquisition (CA) and temporary possession (TP) powers [\[REP7-009\]](#).

7.4.16. In response to the ExA's proposed change to this definition, the Applicant referred to the fact that this definition is tied to the Land Plan and the BoR which detail the precise location of each plot forming the Order land. It also uses the language of s122 of the PA2008 which requires that CA powers are only granted in respect of land that is (a) required for the development; (b) required to facilitate or is incidental to that development [\[REP6-048\]](#).

ExA's Reasoning

7.4.17. Having considered this point, the ExA is satisfied that the definition of Order land is sufficiently precise and that no amendments are required.

ARTICLE 6: APPLICATION AND MODIFICATION OF STATUTORY PROVISION

7.4.18. The PA2008 s150 only allows for provisions the effect of which would be to remove a requirement for a prescribed consent or authorisation to be granted if the relevant body has consented to the inclusion of the provision. To this end issues were raised by the EA in relation to Environmental Permitting Regulations and Water Resources Act 1991, referred to at Article 6 (1)(f) [\[RR-090\]](#). As a result of discussions this provision was amended to make it clear that the disapplication of Regulation 12 of the Environmental Permitting (England and Wales) Regulations 2010 only applies in respect of a flood risk activity. This amendment was agreed with the EA [\[REP6-040\]](#).

7.4.19. The guidance in Advice Note 15, section 25 sets out that the Applicant's EM should provide clear justification for the inclusion of such provisions, including reference to the outcomes of engagement with any relevant authority or government department

which would have responsibility for the provisions that would be modified. In response to ExQ1 1.5.7 the Applicant provided further justification for the disapplication of various consents [\[REP3-038\]](#).

- 7.4.20. The ExA also notes that Schedule 3 sets out specific legislation to be disapplied. In response to ExA1 1.5.26 the Applicant provided further explanation for the disapplication of the legislation in Schedule 3, noting that Article 6(1)(g) states that the legislation listed in Schedule 3 is only disapplied so far as the provisions are still in force and would be incompatible with the powers contained in the Order [\[REP3-038\]](#).

ExA's Reasoning

- 7.4.21. The ExA has considered the purposes of the provisions to be disapplied or modified and is satisfied that no significant adverse effects would flow from these changes.
- 7.4.22. Therefore, the ExA is satisfied that all of the local enactments and byelaws to be disapplied pursuant to Article 6 of the dDCO and listed in Schedule 3 have been adequately justified [\[REP7-002\]](#).

ARTICLE 11/15: STREETS

- 7.4.23. Article 11 (Temporary prohibition or restriction of use of streets and public rights of way) would provide the undertaker with powers for the temporary prohibition of the use, temporary restriction of use, authorisation of use, alteration or diversion, of streets and public rights of way for the purposes of constructing or maintaining the authorised development. Article 15 (Traffic regulation measures) would provide the undertaker with powers to place temporarily traffic signs and signals in the extents of the roads specified in Schedule 8.
- 7.4.24. In their Local Impact Report (LIR) Lincolnshire County Council (LCC) seek further clarity and agreement as to how the temporary stopping up and advance notice provisions of Article 11 would work [\[REP1A-002\]](#). In their response to ExQ1 1.5.10 and 1.5.11 LCC also set out their concerns relating to detailed highways works which would affect safety being left to requirement discharge with a deemed discharge provision, rather than via the Section 278 Highways Act 1980 procedure. More generally, LCC set out that any works in the highway must have LCC approval [\[REP3-042\]](#).
- 7.4.25. In their response to ExA1 1.5.11, the Applicant set out that Article 11 provides a single unified regime to be followed by the undertaker in respect of the temporary stopping up of streets and public rights of way. This regime replaces that found in the Road Traffic Regulation Act 1984, which provides the power widely used by local authorities to temporarily stop up and divert streets and public rights of way during temporary works [\[REP3-038\]](#).
- 7.4.26. Further, at ISH2 the Applicant referred to the amendments made to the Outline Construction Traffic Management Plan (oCTMP) at DL3 to include a number of obligations to ensure that the final plans would include the level of technical detail required. This would include the requirements for information typically included in a section 278 agreement, including a programme of works, technical drawings, health and safety documentation, safety audits and details of the contractor undertaking the works. This would ensure an appropriate level of information would be provided to the highway authority. As, in accordance with Schedule 2, Requirement 15 of the DCO, the Construction Traffic Management Plan (CTMP) would need to be approved by the highway authority, the Applicant's position is that the approval

mechanism is included in the discharge of the requirement, so there is no need for a separate requirement to obtain consent in the article itself [\[REP4-067\]](#).

- 7.4.27. At ExQ2 2.5.3 the ExA requested an update from the parties in relation to the mechanisms for obtaining approval. In their response LCC set out their concerns that Article 11 needed to include the wording '*Streetworks Authority approval*', noting the need for LCC to be able to coordinate roadworks across the network. They set out that there remained a tension between the proposal to include details in the CTMP and the fact the DCO does not reflect the need for the Highways Authority to approve these details. LCC sought further amendments in the DCO to capture this [\[REP5-042\]](#).
- 7.4.28. The ExA's Rule 17 letter [\[PD-017\]](#) sought further information on LCC's position in relation to these amendments. In response LCC, set out that whilst they would still prefer to have these commitments in the DCO, it was accepted that in relation to the technical approval of proposals for works in the highway, the approach of the Applicant to secure this via the CTMP was agreed. However, this does not cover the need for Streetworks Permits to be obtained when undertaking traffic management measures, diversion routes and so on. LCC requested additional wording to address this point [\[REP6-053\]](#).
- 7.4.29. In response to this point Revision E of the oCTMP was amended at paragraph 3.7 to make reference to the need for Streetworks Permits and their associated costs [\[REP7-005\]](#).

ExA's Reasoning

- 7.4.30. Overall, it appears that the issues raised by LCC have been reasonably accommodated by the Applicant in their amendments to the oCTMP. Whilst LCC would prefer to have these commitments in the DCO, there is general agreement that the approval process for works in the highway would be secured by the CTMP. The CTMP would itself be secured by Requirement 15, which requires that it be substantially in accordance with the oCTMP and approved by the relevant LPA(s). The ExA is therefore satisfied with the drafting of provisions in Articles 11 and 15.

SCHEDULE 2 - REQUIREMENT 5: DETAILED DESIGN APPROVAL

- 7.4.31. Requirement 5 of Schedule 2 sets out that detailed design approval must be obtained from the relevant planning authority in relation to Work Nos. 1,2 and 3. This refers to the solar PV panels, the BESS and the on-site substations. Additionally, Requirement 5 was updated at DL1 to include an obligation for Work No. 5, work relating to the electrical cabling, to be carried out in accordance with the Concept Design Parameters and Principles document [\[REP1-006\]](#).
- 7.4.32. At ExQ1 1.5.21 the ExA sought clarification of how the details of design approval are proposed in relation to the other Works Nos. In response, the Applicant set out that they did not consider there to be a planning reason for the other Work Nos. to be covered by Requirement 5. Rather, specific requirements relating to detailed design matters are limited to above ground elements of the Proposed Development [\[REP3-038\]](#). The details of the relevant aspects of the other Work Nos. would be secured via other management plans such as the oCTMP.
- 7.4.33. Further clarification was sought in ExQ2 2.5.9 in terms of how the design details relating to Work No. 6 would be controlled. This would include a range of works within the solar sites including fencing, security measures, lighting, landscaping, laying down of access tracks, earthworks, sustainable drainage features and

construction laydown areas. In response the Applicant referred to the fact that those elements relevant to the construction of the Proposed Development (such as construction signage and security) would be controlled through the Construction Environmental Management Plan, which must be approved under Requirement 13. Those parts of Work No. 6 that would be retained during operation, such as CCTV columns and lighting, would be controlled through the Operational Environmental Management Plan, which must be approved under Requirement 14 [\[REP5-039\]](#) .

ExA's Reasoning

- 7.4.34. Taking the above reasoning from the Applicant into account, the ExA is satisfied that Requirement 5, as included in the Applicant's final dDCO [\[REP7-002\]](#), provides an appropriately controlled process for the provision of detailed design approval by the relevant LPA(s).

SCHEDULE 2 - REQUIREMENT 12: ARCHAEOLOGY

- 7.4.35. The ExA's consideration of provisions for the management of the archaeological resource is set out in full in [Chapter 3](#), Section 3.4. This addresses the disagreement between the Applicant and LCC and Nottinghamshire County Council (NCC) about whether the archaeological investigation works undertaken to date enable the nature of this resource to be adequately understood as a basis for the Applicant's proposed Archaeological Written Scheme of Investigation (WSI). Additional points were raised about the protection of underlying archaeology from the installation and management of the Proposed Development, due particularly to lack of understanding of the nature of this resource.
- 7.4.36. The Applicant's 'without prejudice' version of the WSI (WP WSI) would aim to address any deficiencies by requiring that additional investigative works be undertaken prior to development commencing. Nonetheless, the concerns of LCC/ NCC relating to the extent of archaeological investigations undertaken to date remained. Specifically, it was suggested that the non-intrusive survey techniques should be supplemented by further trial trenching prior to development commencing.
- 7.4.37. On this basis, LCC suggested alternative wording for Requirement 12 in their post-hearing submission. This referred to requesting that an overarching Archaeological Mitigation Scheme be submitted and approved by the relevant Planning Authorities, followed by the need for the approval of a supporting WSI [\[REP4-079\]](#).
- 7.4.38. The ExA proposed DCO changes included provision for modification of Requirement 12 to reflect the need for further work between the parties to secure an agreed WSI [\[PD-016\]](#). In their response LCC objected to the proposed wording and reiterated their request for the wording in their post-hearing submission [\[REP6-053\]](#). In response to these comments, the Applicant maintained their position that they had taken a reasonable, proportionate and consistent approach to the archaeological evaluation, guided by national and local guidance, that has enabled the collection of high-quality reliable data. They set out that this has provided an adequate understanding of the archaeological potential and developmental impacts [\[REP6-047\]](#).
- 7.4.39. Further, given the nature of ongoing negotiations with LCC/ NCC and the areas of disagreement, the Applicant set out that it is unlikely that agreement would be reached with the relevant planning authorities on the form of WSI. In this context the requirement to produce an agreed WSI would pose a risk to the deliverability of the project [\[REP6-048\]](#).

ExA Reasoning

- 7.4.40. With reference to the adequacy of trial trenching, the ExA concluded at paragraph 3.4.87 that the additional work proposed in the Applicant's WP WSI would support the various non-intrusive techniques that have been used to assess archaeological potential. Overall these provisions would represent a proportionate response to the situation by managing the risk that areas with archaeological potential have not been adequately identified or understood. On this basis the ExA concludes that the drafting of Requirement 12 be amended to include reference to the Applicant's final version of the WP WSI submitted at DL5 [\[REP5-033\]](#).
- 7.4.41. Further, noting the need for the locations of this further investigative work to be agreed, and for the findings to feed into a final WSI, Requirement 12 has been amended to accommodate these provisions. Noting both that the nature of the additional investigative works are defined in the WP WSI, and that the dDCO makes provision for 'permitted preliminary works' to include intrusive archaeological investigations, such a requirement would not unduly impinge on the deliverability of the Proposed Development

SCHEDULE 2 - REQUIREMENT 21: DECOMMISSIONING AND RESTORATION

- 7.4.42. Requirement 21 was amended at DL1 to state that the date of decommissioning must be no later than 60 years following the date of final commissioning. This was to address concerns raised regarding the possibility that the Proposed Development could be in situ in perpetuity.
- 7.4.43. Nonetheless, IPs expressed concern about the environmental implications of a 60 year operational life. Specifically, West Lindsey District Council (WLDC) suggested that the Requirement 21 provision should refer to no later than 40 years following the date of final commissioning rather than 60 years as currently drafted [\[REP4-084\]](#).
- 7.4.44. With reference to the principle of a 60 year operational life, the provisions of the NPS relating to the need to secure future renewable energy supplies are important and relevant. The concerns raised around the environmental implications of the increase operational life of the Proposed Development from 40 to 60 years, were addressed in Section 3.2. The ExA concluded at paragraph 3.2.145 that this was not unreasonable in principle, noting that the environmental implications of the proposed 60 year operational life of the Proposed Development would be considered under the planning topics set out in the remainder of [Chapter 3](#). Further, following this consideration, the ExA concluded in [Chapter 5](#) at paragraph 5.2.7 that the extension from a 40 to 60 year operational life would not give rise to additional adverse environmental affects beyond those assessed.

ExA's Reasoning

- 7.4.45. In the light of these findings the ExA concludes that the provisions of Requirement 21 relating to the date of decommissioning are not unreasonable and therefore no amendments are required.

SCHEDULE 2 - REQUIREMENT 9: BIODIVERSITY NET GAIN

- 7.4.46. The Applicant has committed to securing BNG through Requirement 9 of the dDCO, which initially set out the general requirement for a BNG strategy to be submitted and approved. The approach to the requirement relating to BNG was the subject of

discussion and alteration during the Examination, with further detail in Section 3.5 of this Report.

- 7.4.47. Specifically, this matter was discussed at ISH3, during which the Applicant set out that they had not secured BNG percentages within the DCO itself on the basis that this was an evolving area. However, noting the importance of securing BNG and the evolving BNG Metric, the Applicant was prepared to propose minimum BNG percentages within this Requirement in order to avoid the need to make a non-material change to the DCO at a later date. This would allow a degree of flexibility commensurate with the current uncertainty around BNG metrics and how these will apply to NSIP Schemes [\[REP4-070\]](#).
- 7.4.48. Specifically, Revision E of the dDCO amended the general requirement for a BNG strategy to be submitted and approved, to setting out that this strategy '*must include details of how the strategy will secure a minimum of 69.4% biodiversity net gain in habitat units, a minimum of 43.7% biodiversity net gain in hedgerow units and a minimum of 26.6% biodiversity net gain in river units for all of the authorised development during the operation of the authorised development, and the metric that has been used to calculate that those percentages will be reached*' [\[REP4-024\]](#).
- 7.4.49. In terms of the minimum BNG units that would be secured within the dDCO and the rationale as to the specific level of buffer selected, the ExA has accepted in Section 3.5 that in current circumstances this would be appropriate.
- 7.4.50. ExQ2 2.5.12 sought clarification on the drafting options considered for Requirement 9. In response, the Applicant referred to the fact that as no NSIP-specific guidance on BNG has yet been published by government, no consistent approach to BNG has yet emerged [\[REP5-039\]](#).
- 7.4.51. The ExA proposed changes to the dDCO included the suggestion that the wording of Requirement 9 be amended to make reference to the 'current' metric in setting out how the BNG Strategy would secure percentage biodiversity net gains. It was suggested that this could provide greater clarity. In their response the Applicant referred to the fact that similar reference to the current version of the metric was considered an error and corrected in relation to the Longfield Solar Farm project [\[REP6-048\]](#). In that case, the Longfield Solar Farm Correction Order 2023 was made due to the unintended consequence that, if the metric is updated whilst the applicant is preparing the details of the BNG strategy for submission, this would potentially require all of the work preparing the strategy to be restarted, resulting in delays and unnecessary expenditure.
- 7.4.52. Therefore, as drafted by the Applicant, Requirement 9 would be consistent with the Longfield Solar Farm Order as amended. That is, it requires the BNG strategy to be approved by the relevant planning authority in consultation with the relevant statutory nature conservation body, and for the BNG strategy to include the details of the metric used when submitted to the relevant planning authority for approval.

ExA's Reasoning

- 7.4.53. In dealing with the BNG provisions of Requirement 9, it is important to balance the need to secure an appropriate level of BNG against the current uncertainties around how BNG metrics will apply to NSIP schemes. In this regard the ExA accepts that retaining the current wording would give greater flexibility to the metric used and avoid the ambiguity associated with any greater specificity. The ExA's conclusion is therefore that no amendments are required to Requirement 9.

SCHEDULE 2 - MAINTENANCE CLAUSES

- 7.4.54. During the discussion at ISH2, WLDC commented that they would like to see the inclusion of the wording '*implemented and maintained as approved*' with reference to the management plans relating to Requirements 6 (Battery safety management), Requirements 8 (Ecological protection mitigation strategy), Requirement 9 (Biodiversity net gain), Requirement 16 (Operational noise) and Requirement 20 (Skills, supply chain and employment) [\[REP4-067\]](#).
- 7.4.55. In response, the Applicant set out that if this wording were to be included in the Requirements, it would not be clear whether it was referring to the maintenance of the plan itself or the maintenance of the subject of the plan. The Applicant set out that the preference was for the management plans to set out the provisions for maintenance and monitoring, with each Requirement then stating that the plan must be '*implemented as approved*'. It was therefore the Applicant's position that, for clarity, the wording should remain as currently drafted in the dDCO.
- 7.4.56. WLDC's position was reiterated in their post-hearing note, which set out that they understood the Applicant's position that the control documents would require retention and/or maintenance. However, they considered it would be clearer and more precise if they were also secured in the dDCO itself. It was suggested that there is significant precedent to this effect, with reference to the Longfield Solar Farm Order, the Gate Burton Energy Park draft DCO, the Mallard Pass Solar Farm draft DCO, the Little Crow Solar Park Order and the Sunnica draft DCO [\[REP4-084\]](#).
- 7.4.57. The Applicant's position on this point was further clarified in response to ExQ2 2.5.8 which set out that additional wording about maintaining or retaining the management plans is not necessary within the Requirements. The implementation of each management plan requires compliance with implementation and maintenance measures. As such the suggested further wording would represent unnecessary duplication and be contrary to the principles of statutory drafting. Precedents for this approach include the Medworth Energy from Waste Combined Heat and Power Facility Order 2024 and the Longfield Solar Farm Order 2023 [\[REP5-039\]](#).

ExA's Reasoning

- 7.4.58. The ExA has considered the additional wording suggested in terms of the relevant management plans being implemented 'and maintained' as approved. On this point the relevant DCO Requirements make provisions for the plans themselves and associated maintenance provisions to be approved prior to commencement. In this sense the insertion of the suggested additional wording would represent duplication. It would also undermine the clarity of the current drafting as it would not be clear whether the maintenance requirement related to the subject of the Requirement or the management plan. The ExA's conclusion is therefore that no amendments are required to this element of Schedule 2.

SCHEDULE 9 - DEEMED MARINE LICENCE

- 7.4.59. Work Nos. 5A and 5B of the Proposed Development would involve the laying of the grid connection cable below the River Trent using Horizontal Directional Drilling (HDD). In relation to this, the Applicant's EM sets out that a Deemed Marine Licence (DML) is required to ensure that the laying of the grid connection cable below the tidal River Trent can be carried out lawfully. Specifically, a DML is required due to uncertainty around whether this activity will continue to be exempt from requiring a Marine Licence (ML). It is suggested that any failures in the drilling

of the cable, noting the inherent risk of 'breakout', where sediment and/or drilling muds from the drilling are released into watercourses, would mean that exemptions would no longer apply. Also, as this element of the Proposed Development is part of the shared cable route corridor (CRC), it is also suggested that a DML is required to ensure that all NSIP solar schemes utilising the shared cable corridor in this area are subject to the same licencing requirements [\[REP6-013\]](#)

- 7.4.60. The specific provisions set out in the dDCO are Article 44, which would constitute the deemed consent (as provided for under s149A of the PA2008) under s65 of the Marine and Coastal Access Act 2009. Schedule 9 then sets out the terms on which the licence would be granted [\[REP7-002\]](#).
- 7.4.61. The MMO set out in their written representation (WR) that the work proposed by the Applicant would consist of a bored tunnel which would be exempt from requiring a ML following Article 35 of the Marine Licensing (Exempted Activities) Order 2011 where it states that '*Article 4 [exemption from need for marine licence] applies to a deposit of works activity carried on wholly under the sea bed in connection with the construction or operation of a bored tunnel*' [\[REP1A-034\]](#). In their DL3 comments, the MMO reiterated their view that these provisions mean that a ML is not needed for an activity that is an exempt activity, and therefore a DML cannot be granted under the DCO [\[REP3-047\]](#).
- 7.4.62. The MMO also set out their particular concern that, in granting a DML, the Applicant has not provided details of what these activities would entail or assessed their environmental implications. In this sense there is inconsistency with PINS Advice Note 11, Annex B which sets out that where a developer chooses to have a ML deemed through a DCO '*the MMO will seek to ensure wherever possible that any deemed licence is generally consistent with those issued independently by the MMO*'. As the MMO would be responsible for enforcing the DML this must be clear and enforceable.
- 7.4.63. This DL3 submission also sets out comments on the provisions of Article 35 of the dDCO and the 'Consent to transfer the benefit of the Order' in terms of the undertaker not being required to make and application for the licence to be transferred: it would simply be their decision to transfer. In this regard it is suggested that there would be a departure from the Marine and Coastal Access Act 2009, removing this responsibility from the MMO as the regulatory authority for MLs. Additional points of concern were raised, including that in 'consulting' the MMO Article 35(4), the SoS would not be obliged to take into account the MMO's view [\[REP3-047\]](#)
- 7.4.64. In terms of the nature of the activities to be licenced, the MMO sets out that it is essential that all activities are properly detailed and fully particularised in the DCO for the purposes of a DML. In this regard it is suggested that the Applicant is seeking to make provision for situations in which they are unable to undertake activities as anticipated, thereby enabling different activities to be undertaken to achieve the same end, but not falling within exempted activity.
- 7.4.65. If the dDCO were to include a DML in order to anticipate such a scenario, then the MMO sets out that it is necessary to provide further information on which the MMO could make a reasoned determination. This would include details of any licensable activity, at what stage these would take place and full details of the worst-case scenario in terms of environmental impacts. There should also be an Environmental Impact Assessment (EIA), a Habitats Regulations Assessment (HRA), Marine Plan Policy Assessment and a Water Framework Directive compliance assessment.

- 7.4.66. In the event that the SoS were to conclude that it is appropriate to include a DML in the DCO, the MMO provided comments in response to ExQ2 2.4.10 on a 'without prejudice' basis [\[REP5-098\]](#).
- 7.4.67. In the discussion at ISH2, the Applicant acknowledged that it was envisaged that these works would qualify for an exemption and therefore at the present time would not require a ML. However, the Applicant also noted that there is no guarantee that this exemption would still exist at the point of construction. Therefore, the Applicant set out that, to avoid impediment to the Proposed Development being delivered, and in accordance with the principle of the DCO regime, it was appropriate to include a DML in the dDCO. The Applicant acknowledged that the motivation was primarily because of the timescales associated with separately obtaining a ML [\[REP4-067\]](#).
- 7.4.68. The Applicant's precautionary approach also relates to the risks associated with HDD, noting in their detailed comments on the MMO submissions (at Appendix A of [\[REP4-066\]](#)) the possible scenarios in which sediment could be released during HDD. In this eventuality, without a DML, reference is made to the need to temporarily cease works and obtain specialist advice in order to help contain sediments, including through the use of silt traps. It is noted that this work would not be below the seabed and would not be within the 'bored tunnel' exemption. It is therefore suggested that a DML could in these circumstances allow for the necessary interventions without delay, thereby minimising any pollution of sediment into the River Trent.
- 7.4.69. In response to ExQ2 2.4.10 on the adequacy of the information relating to the environmental effects of the potential licensable activities provided in support of the DML, the Applicant suggests that the information in the Technical Note on Horizontal Directional Drilling and Cabling under the River Trent [\[REP4-074\]](#) provides a suitably comprehensive and proportionate assessment of the licensable activities associated with the Proposed Development [\[REP5-039\]](#).
- 7.4.70. The ExA also notes that the MMO's response to this point is that, whilst they welcome the information provided in this Report, they consider that the possible licensable activities which are not covered by an exemption are unclear [\[REP5-098\]](#).
- 7.4.71. The Applicant also set out further more detailed comments on the MMO DL3 submission, and in response to the ExA's comments on the dDCO, including the suggestion that the DML should be removed from the DCO (at [\[REP4-066\]](#) and [\[REP6-048\]](#)). The ExA also notes the Applicant's response to the MMO without prejudice comments on the proposed DML at DL7 [\[REP7-001\]](#).

ExA's Reasoning

- 7.4.72. The ExA has considered the particular points of contention in relation to whether it would be appropriate to include a DML within the DCO, and the implications for the delivery of the Proposed Development should currently exempted activities become licensable.
- 7.4.73. The Applicant has accepted that the DML was included in the dDCO on a precautionary basis. In seeking to defend this position, the Applicant also sets out that there are contradictions between the Marine Licensing (Exempted Activities) Order 2011 and associated guidance on Marine Licensing Activities (referred to at para 4.1.5 of Appendix A to document [\[REP4-066\]](#)), and that for this reason the Applicant is cautious.

- 7.4.74. However, the ExA is confident that the MMO as the statutory adviser for marine planning and licencing is well placed to provide comment on the nature of, and interpretation of, provisions relating to licensable activities.
- 7.4.75. Similarly, in terms of the possibility that the issues with the HDD installation could result in consequences which would be licensable, the ExA is mindful of the MMO advice that the information provided about the possible activities which would not be covered by exemption is unclear. Furthermore, in terms of the risk that such situations may arise, the ExA is satisfied that the mitigation measures included in the outline Ecological Mitigation and Protection Strategy (and the associated provision at Schedule 2, Requirement 8 for an ecological protection and mitigation strategy) would assist in managing and minimising this risk.
- 7.4.76. In terms of the additional time involved in managing the possibility that currently exempt activities become licensable, the ExA notes that, whilst there is some variation, the MMO sets out that most marine licence applications are determined within 13 weeks [\[REP5-098\]](#). More generally, the possibility of administrative efficiency gains do not provide adequate justification for the inclusion of a DML for activities that are currently exempted. This in itself could set an unreasonable precedent.
- 7.4.77. With reference to the Gate Burton Energy Park and Cottam Solar project, the other NSIP schemes utilising this shared CRC, these Examinations have progressed separately, with the respective ExA reaching their own conclusion on the case for a DML on the basis of the evidence before them. It is therefore not certain that there will be consistency of recommendations on licencing requirements. Nonetheless the ExA notes that the recently made Gate Burton Energy Park Order 2024³³ has expressly excluded a DML provision.
- 7.4.78. Finally, the Applicant refers to the precedent set by other made DCO having included DML, noting the Cleve Hill Solar Farm Order 2020. In that regard the ExA notes that the MMO recommended the inclusion of the DML as the most appropriate way of dealing with that part of the development relating to flood defences. Again, the ExA's view is that the MMO's position as the statutory body for marine planning and licencing is well placed to advise on the most appropriate approach to managing such situations. The MMO's clear advice to the contrary in relation to the Proposed Development suggests that these situations are far from comparable.
- 7.4.79. Having carefully considered this matter, the ExA's recommendation is therefore that the DML and associated provisions within the dDCO should be removed.

SCHEDULE 16 - PROTECTIVE PROVISIONS

- 7.4.80. [Chapter 6](#) sets out the ExA's consideration of various protective provisions contained in the Schedule 16 of the final dDCO [\[REP7-002\]](#). By the end of the Examination one set of protective provisions remained unagreed, those relating to Part 18 for the protection of EDF Energy (Thermal Generation) Limited. This matter was reported in detail in [Chapter 6](#) and is therefore not repeated here. However,

³³ <https://infrastructure.planninginspectorate.gov.uk/wp-content/uploads/projects/EN010131/EN010131-001747-Gate%20Burton%20DCO%20as%20made%20by%20SoS.pdf>

Table 8 below summarises the changes to Part 18 of Schedule 16 recommended by the ExA.

SCHEDULE 17 - PROCEDURE FOR DISCHARGE OF REQUIREMENTS

- 7.4.81. Schedule 17 of the dDCO was amended at Revision A to increase the period of time given for the approval of all applications to discharge Requirements from 6 weeks to 10 weeks. The Applicant's EM set out that this reflected the updated drafting on the Gate Burton and Cottam draft DCOs. This has been adopted in order to ensure that the Lincolnshire DCOs are consistent with each other at the request of the relevant planning authorities [\[REP6-013\]](#).
- 7.4.82. WLDC in their WR set out their objection to the procedure for the discharge of details submitted relating to Requirements, as set out within Schedule 17 (Article 46). Specifically, they set out their objection to the inclusion of a deemed consent provision, stating that this would be unacceptable due to the scale and complexity of NSIP projects and the importance of ensuring that the details associated with mitigation are fully assessed and implemented. Additionally, with the potential cumulative impact of having to process subsequent approvals for several similar projects, they set out that it is essential that WLDC has sufficient time to make well informed decisions in the public interest [\[REP1A-004\]](#).
- 7.4.83. In the event that the deemed consent provision is removed, WLDC have requested that the determination period for Requirement 5 be 13 weeks, and for all other Requirements the determination period be 10 weeks. Should the deemed consent provision be retained, WLDC consider that longer determination periods would be appropriate, these being 16 weeks for Requirement 5 and 13 weeks for other Requirements.
- 7.4.84. ExQ1 1.5.31 sought the Applicant's response to WLDC concerns regarding deemed consent and timescales. With reference to the objection to the inclusion of a deemed consent provision, the Applicant sets out that the deemed approval process is designed to prevent delays should the local planning authority (LPA) fail to take any action. Noting the fixed grid connection date for the Proposed Development, a deemed approval is considered proportionate and necessary. Further, the Applicant sets out that if WLDC had concerns about an application submitted for approval, under Schedule 17(3), it could either refuse the application or request further information. It was also noted that a deemed refusal applies under paragraph 2(5) of Schedule 17 where the application is likely to give rise to any materially new or different environmental effects [\[REP3-038\]](#).
- 7.4.85. This matter was discussed further at ISH2, with the Applicant setting out that the deemed approval of Requirements is considered to be proportionate in the context of the need to deliver nationally significant infrastructure [\[REP4-067\]](#).
- 7.4.86. WLDC maintained their concerns, with their position at the close of the Examination setting out that the 10 week approval period does not adequately reflect the usual timescale for Environmental Impact Assessment development which is 16 weeks [\[REP7-024\]](#). In this regard WLDC refer to the fact that some Requirements include the need to assess complex material, particularly Requirement 5, which would be akin to a reserved matters planning application. This may require the need to procure external expertise to review material, and there may be the requirement for approvals to be determined by WLDC committee(s), therefore requiring the alignment with calendars and processes for such meetings.

- 7.4.87. Reference is again made to the possibility that discharge applications under this and other solar DCOs could be made concurrently, and that there is no mechanism in the dDCO restricting the number of discharge applications that could be simultaneously submitted. WLDC consider that a provision should be added allowing agreements for a reasonable extension of time, with such an agreement not being unreasonably withheld, particularly if the relevant determining authority is required to consult other bodies.

ExA's Reasoning

- 7.4.88. In considering this matter, the ExA is aware of the importance of balancing the need to provide the LPA with sufficient time to reasonably consider and assess each application, alongside the need to ensure that the discharge process is handled with reasonable efficiency. In the latter regard the wider context of the urgent need to deliver low carbon energy infrastructure is significant.
- 7.4.89. The ExA acknowledges that the scale and complexity of the Proposed Development would be reflected in the documents associated with the various required approvals. However, in most cases the expectation is that these would be in accordance with the parameters established by the consideration of the outline documents associated with this Application. This would apply to the discharge of detailed design matters relating to Requirement 5, noting that this would need to be in accordance with the Concept Design Parameters and Principles document. Further, where the relevant application would give rise to any materially new or different environmental effects, they would not benefit from deemed approval. Overall therefore, the ExA's view is that the 10 week deemed approval period is reasonable, noting the importance of ensuring unnecessary delays are minimised.
- 7.4.90. It is possible that the discharge requirements associated with the Proposed Development, along with those associated with other solar NSIP, could lead to discharge applications being simultaneously submitted. Clearly the outcome of this and other solar DCO applications are unknown at this stage. Should it be the case that they progress to similar timescales, the ExA recognises that there would be challenges in managing this situation. Nonetheless, with increased familiarity with the nature of these documents both internally and with external consultees, there would likely be handling efficiency gains in terms of determining the most effective systems for dealing with them.
- 7.4.91. In conclusion, the ExA considers that the provisions in the rDCO should remain as set out in the Applicant's proposed DCO.

7.5. OTHER MATTERS

LONG TERM FLOOD RISK MITIGATION

- 7.5.1. Requirement 22 of Schedule 2 addresses the need for an updated flood risk assessment (FRA) of the flood risk arising from the River Trent in respect of the 60 year operational period of the Proposed Development. As noted in Section 3.12, whilst this Requirement would secure the updated FRA, as currently drafted it does not make provision for the findings of this document to inform detailed siting and design matters.
- 7.5.2. An amendment to the drafting of this Requirement is therefore recommended to address the need for the updated FRA to be available prior to the discharge of siting and design matters by the relevant planning authorities. Specifically, Requirement 5 relating to detailed design approval, Requirements 7 relating to the landscape and

ecological mitigation plan, Requirement 8 relating to the ecological protection and mitigation strategy, Requirement 11 relating to surface and foul water drainage and Requirement 14 relating to the operational environmental management plan are relevant in this regard. Table 8 therefore includes the ExA's recommended amendment.

- 7.5.3. Noting that this matter was not discussed with the Applicant or IP's during the Examination, should the SoS agree with this recommendation, then the Applicant and IPs (specifically the host authorities and the EA) should be afforded the opportunity to comment on this amended provision.

STOW PARK ALTERATIONS

- 7.5.4. During the Examination concerns were raised by HE (Historic England) and other IPs relating to the effects of the Proposed Development on the setting of the SAM at the medieval bishops palace and deer park, Stow Park. The ExA's consideration of this matter is set out in Section 3.4, with the conclusion reached that substantial harm to the setting of the SAM would result from this element of the Proposed Development. This matter has then been carried forward to the planning balance in Section 5, with the ExA reaching the conclusion that the harm caused to the SAM would outweigh the benefits of the Proposed Development.
- 7.5.5. In the event that the SoS were to agree with this conclusion, the Applicant was asked to give consideration to the implications of the removal of this element of the Proposed Development on a without prejudice basis [\[PD-018\]](#).
- 7.5.6. In their response, the Applicant set out that, should the Application be amended in the manner suggested, the Proposed Development would represent the same NSIP as originally applied for and would remain technically and financially feasible. In terms of the amendments required to the Application documents, the Applicant sets out that a number of consequential changes would be required to the dDCO [\[REP7-022\]](#). In summary, these 'Stow Park Alterations' would relate to:
- Identification of the Stow Park deer park land through new definitions and a new certified plan;
 - Amendments to various Requirements to ensure that, whilst the approved documents must be substantially in accordance with the relevant outline document, this does not extend to any measures that are tied to the placement of solar panels within the Stow Park deer park;
 - Amendments to Schedule 10 to reflect the changes made to the Land Plan; and
 - Amendments to Schedule 14 to refer to the revised Works Plan, Land Plan and Book of Reference.
- 7.5.7. In the event that the SoS agrees with the ExA's conclusion on this matter and considers that the removal of this element of the Proposed Development would be necessary for it to be acceptable in planning terms, the ExA considers the amendments set out above to be necessary.
- 7.5.8. For clarity, the further consequential amendments to the Applicant's final dDCO are set out in Table 8 below.
- 7.5.9. With regard to the amendments to Schedule 10 relating to changes to the Land Plan, in [Chapter 6](#) Table 4 and Table 5, the ExA has set out an indicative list of alterations to Schedule 10 based on a preliminary review of the plots impacted by the Stow Park Alterations. These have not been confirmed by the Applicant. The

ExA recommends that, should the SoS choose to accept the Stow Park Alteration, the Applicant should be asked to provide confirmation of the relevant plots.

- 7.5.10. Similarly, with regard to amendments to Schedule 14, should the SoS choose to accept the Stow Park Alteration, the Applicant should be asked to provide confirmation of the revised document numbers.

7.6. ExA's RECOMMENDED CHANGES

- 7.6.1. For the reasons set out above, the ExA recommends that the changes set out in Table 8 and Table 9 below are made to the Applicant's final dDCO [REP7-002]. The ExA's recommended DCO (rDCO), which can be found at Annex E of this Report, incorporates all of these amendments. Recommended insertions, deletions or amendments are shown in bold for additions and strikethrough for deletions (where long sections of text are to be removed these are not reproduced in full).

Table 8: DCO Provisions Recommended to be Changed

Provision	ExA's Proposed Amendment	Reason
Contents	<p>44. Deemed marine licence</p> <p>SCHEDULE 9 DEEMED MARINE LICENCE UNDER THE 2009 ACT</p> <p>PART 1 LICENSED MARINE ACTIVITIES</p> <p>PART 2 CONDITIONS</p>	See para 7.4.59-7.4.79 above.
Article 2(1) Interpretation	<p>"MMO" means the Marine Management Organisation, Lancaster House, Hampshire Court, Newcastle upon Tyne, NE4 7YH;</p>	See para 7.4.59-7.4.79 above.
Article 2(1) Interpretation	<p>"additional informative trial trenching" means the archaeological investigative works relating to untargeted trial trenching referred to in the without prejudice WSI.</p> <p>"without prejudice written scheme of investigation"</p>	See para 7.4.35-7.4.41 above.
Article 35 Consent to transfer the benefit of the Order	<p>(4) The Secretary of State must consult the MMO before giving consent to the transfer or grant to another person of the whole or part of the benefit of the provisions of the deemed marine licence.</p> <p>(5) (4) Where the consent of the Secretary of State is not required, the undertaker must notify the Secretary of State and, if the transfer or grant of the benefit includes the whole or part of the benefit of the provisions of the deemed marine licence, the MMO in writing before transferring or granting a benefit referred to in paragraph (1).</p>	See para 7.4.59-7.4.79 above.

Provision	ExA's Proposed Amendment	Reason
	<p>(6) (5) The notification referred to in paragraph (5) (4) must state—</p> <p>(a) the name and contact details of the person to whom the benefit of the powers will be transferred or granted;</p> <p>(b) subject to paragraph (7) (6), the date on which the transfer will take effect; (c) the powers to be transferred or granted;</p> <p>(d) pursuant to paragraph (9) (8), the restrictions, liabilities and obligations that will apply to the person exercising the powers transferred or granted; and</p> <p>(e) where relevant, a plan showing the works or areas to which the transfer or grant relates.</p> <p>(7) (6) The date specified under paragraph (6) (5) (b) must not be earlier than the expiry of five working days from the date of the receipt of the notification.</p> <p>(8) (7) The notification given must be signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted as specified in that notification.</p> <p>(9) (8) Where the undertaker has transferred any benefit, or for the duration of any period during which the undertaker has granted any benefit—</p> <p>(a) the benefit transferred or granted (“the transferred benefit”) must include any rights that are conferred, and any obligations that are imposed, by virtue of the provisions to which the benefit relates;</p> <p>(b) the transferred benefit will reside exclusively with the transferee or, as the case may be, the lessee and the transferred benefit will not be enforceable against the undertaker; and</p> <p>(c) the exercise by a person of any benefits or rights conferred in accordance with any transfer or grant is subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.</p>	
Article 42(2) Arbitration	(2) Any matter for which the consent or approval of the Secretary of State or the Marine Management Organisation is required under any provision of this Order is not subject to arbitration.	See para 7.4.59-7.4.79 above.

Provision	ExA's Proposed Amendment	Reason
<p>Article 44</p> <p>Deemed Marine Licence</p>	<p>44. The marine licence set out in Schedule 9 (deemed marine licence under the 2009 Act) is deemed to have been issued under Part 4 of the 2009 Act (marine licensing) for the licensable marine activities (as defined in section 66 of the 2009 Act) set out in Part 2, and subject to the conditions set out in Part 3, of the licence.</p> <p>Make consequential changes to following Article numbering in the rDCO and any cross-references.</p>	<p>See para 7.4.59-7.4.79 above</p>
<p>Schedule 2, Requirement 22</p>	<p>Long term flood risk assessment</p> <p>22.—(1) No submission seeking the discharge of requirements 5, 7, 8, 10, 11, or 14 may be made to the relevant planning authorities and no part of the authorised development may commence until an updated flood risk assessment of the flood risk arising from the river Trent in respect of the continued operation of Work Nos. 1 to 3 for 60 years from the date of final commissioning has been submitted to and approved by the Environment Agency.</p>	<p>See para 7.5.1-7.5.3 above.</p>
<p>Schedule 2, Requirement 12</p>	<p>Archaeology</p> <p>12. The authorised development must be implemented in accordance with the written scheme of investigation.</p> <p>(1) The authorised development may not commence until:</p> <p>(a) a scheme defining the location of the additional informative trial trenching referred to in the without prejudice written scheme of investigation has been submitted to and approved in writing by Lincolnshire County Council and Nottinghamshire County Council;</p> <p>(b) additional informative trial trenching has been carried out in accordance with the scheme approved under sub paragraph (a); and</p> <p>(c) a written scheme of investigation accounting for the results of the additional informative trial trenching carried out under sub-paragraph (b) is submitted to and approved in writing by Lincolnshire County Council and Nottinghamshire County Council.</p> <p>(2) the authorised development must be carried out in accordance with the updated written scheme of investigation approved under sub paragraph 1(c).</p>	<p>See para 7.4.35-7.4.41 above.</p>

Provision	ExA's Proposed Amendment	Reason								
Schedule 9 Deemed Marine Licence	Schedule removed in its entirety Make consequential changes to following Schedule numbering in the rDCO and any cross-references	See para 7.4.59-7.4.79 above.								
Schedule 14 Documents and Plans to be certified Part 1	<table border="1"> <tr> <td>Written scheme of investigation</td> <td>EN010132/EX5/WB6.3.13.7</td> <td>B</td> <td>April 2024</td> </tr> <tr> <td>Without prejudice written scheme of investigation</td> <td>EN010132/EX5/WB8.2.9</td> <td>A</td> <td>April 2024</td> </tr> </table>	Written scheme of investigation	EN010132/EX5/WB6.3.13.7	B	April 2024	Without prejudice written scheme of investigation	EN010132/EX5/WB8.2.9	A	April 2024	See para 7.4.35-7.4.41 above.
Written scheme of investigation	EN010132/EX5/WB6.3.13.7	B	April 2024							
Without prejudice written scheme of investigation	EN010132/EX5/WB8.2.9	A	April 2024							
Schedule 16, Part 13 For the protection of the Canal & River Trust Powers requiring the Canal & River Trust's consent Paragraph 170 (7) Approval of plans, protective work etc Paragraph 173 (5)	<p>170.</p> <p>(7) The consent of the Canal & River Trust pursuant to sub-paragraphs (1) to (6) must not be unreasonably withheld or delayed but may be given subject to reasonable terms and conditions provided that it will not be reasonable for the Canal & River Trust to withhold or delay consent or impose terms and conditions that would prevent the undertaker from complying with the protective provisions in this Part of this Schedule or any condition contained in Schedule 2 (requirements) or Part 2 of Schedule 9 (Deemed marine licence under the 2009 Act).</p> <p>173.</p> <p>(5) The withholding of an approval of the engineer under this paragraph will be deemed to be unreasonable if it would prevent the undertaker from complying with any condition contained in Schedule 2 (requirements) or Part 2 of Schedule 9 (Deemed marine licence under the 2009 Act).</p>	See para 7.4.59-7.4.79 above.								
Schedule 16, Part 18 For the protection of EDF Energy (Thermal Generation) Limited Paragraph 239	<p>239.—(1) [Not used] Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not (a) appropriate or acquire or take temporary possession of or entry to any land or apparatus or (b) appropriate, acquire, extinguish, interfere with or override any easement, other interest or right or apparatus of EDF otherwise than by agreement.</p> <p>(2) [Not used] As a condition of an agreement between the parties in sub-paragraph (1), prior</p>	See para 7.4.80 above								

Provision	ExA's Proposed Amendment	Reason
	<p>to the carrying out of any part of the authorised development (or in such other timeframe as may be agreed between EDF and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of EDF or affect the provisions of any enactment or agreement regulating the relations between EDF and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as EDF reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between EDF and the undertaker acting reasonably and which must be no less favourable on the whole to EDF unless otherwise agreed by EDF, and the undertaker will use reasonable endeavours to procure or secure (or both) the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised development.</p> <p>(3) Save where otherwise agreed in writing between EDF and the undertaker, the undertaker and EDF agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by EDF or other enactments relied upon by EDF as of right or other use in relation to the apparatus, then the provisions in this Part of this Schedule will prevail.</p> <p>(4) [Not used] As a condition of an agreement between the parties in sub-paragraph (1) which relates to taking temporary access rights during construction over EDF's land, EDF may ensure that it retains flexibility to alter any construction routes (within the Order Limits) or to limit access for certain time periods, and may require the undertaker to pay any reasonable security and maintenance costs involved in the grant of any such rights.</p> <p>(5) [Not used] Any agreement or consent granted by EDF under paragraph 9 or any other</p>	

Provision	ExA's Proposed Amendment	Reason
	paragraph of this Part of this Schedule, are not to be taken to constitute agreement under subparagraph (1).	

Table 9: DCO Provisions Recommended to be Changed - Stow Park Alterations

Provision	ExA's Proposed Amendment
Article 2(1) Interpretation	<p>“excluded solar array works” means Work No. 1C(i), (ii), or (iii) within the Stow Park Deer Park land;</p> <p>“Stow Park Deer Park land” means the land shown [coloured []] on the Stow Park Deer Park plan;</p> <p>“Stow Park Deer Park plan” means the plan of that name identified in the table at Schedule 14-13 (documents and plans to be certified) and which is certified by the Secretary of State as the Stow Park Deer Park plan for the purposes of this Order;</p>
Schedule 2, Requirement 7 – Landscape and ecological management plan	<p>(2) The landscape and ecological management plan must be substantially in accordance with the outline landscape and ecological management plan, save for—</p> <p>(a) any part of the outline landscape and ecological management plan that relates to the excluded solar array works; and</p> <p>(b) any other changes, where these relate to the removal of the excluded solar array works from the authorised development, provided that the landscape and ecological management plan submitted under subparagraph (1) demonstrates that the changes are unlikely to give rise to any materially new or materially different effects from those assessed in the environmental statement.</p>
Schedule 2 – Requirement 8 – Ecological protection and mitigation strategy	<p>(2) The ecological protection and mitigation strategy must be substantially in accordance with the outline ecological protection and mitigation strategy, save for—</p> <p>(a) any part of the ecological protection and mitigation strategy that relates to the excluded solar array works; and</p>

Provision	ExA's Proposed Amendment
	<p>(b) any other changes, where these relate to the removal of the excluded solar array works from the authorised development, provided that the ecological protection and mitigation strategy submitted under sub-paragraph (1) demonstrates that the changes are unlikely to give rise to any materially new or materially different effects from those assessed in the environmental statement.</p>
<p>Schedule 2 – Requirement 11 – Surface and foul water drainage</p>	<p>(2) The written details under sub-paragraph (1) must be substantially in accordance with the outline drainage strategy, save for any part of the outline drainage strategy that relates to the excluded solar array works.</p>
<p>Schedule 2 – Requirement 13 – Construction environmental management plan</p>	<p>(2) The construction environmental management plan must be substantially in accordance with the outline construction environmental management plan, save for—</p> <p>(a) any part of the construction environmental management plan that relates to the excluded solar array works; and</p> <p>(b) any other changes, where these relate to the removal of the excluded solar array works from the authorised development, provided that the construction environmental management plan submitted under sub-paragraph (1) demonstrates that the changes are unlikely to give rise to any materially new or materially different effects from those assessed in the environmental statement.</p>
<p>Schedule 2 – Requirement 14 – Operational environmental management plan</p>	<p>(2) The operational environmental management plan must be substantially in accordance with the outline operational environmental management plan and must include a waste management strategy that has been submitted to and approved by the relevant waste planning authority, save for—</p> <p>(a) any part of the operational environmental management plan that relates to the excluded solar array works; and</p> <p>(b) any other changes, where these relate to the removal of the excluded solar array works from the authorised development, provided</p>

Provision	ExA's Proposed Amendment
	<p>that the operational environmental management plan submitted under sub-paragraph (1) demonstrates that the changes are unlikely to give rise to any materially new or materially different effects from those assessed in the environmental statement.</p>
<p>Schedule 2 – Requirement 15 – Construction traffic management plan</p>	<p>(2) The construction traffic management plan must be substantially in accordance with the outline construction traffic management plan, save for—</p> <p>(a) any part of the construction traffic management plan that relates to the excluded solar array works; and</p> <p>(b) any other changes, where these relate to the removal of the excluded solar array works from the authorised development, provided that the construction traffic management plan submitted under sub-paragraph (1) demonstrates that the changes are unlikely to give rise to any materially new or materially different effects from those assessed in the environmental statement.</p>
<p>Schedule 2 – Requirement 16 – Operational noise</p>	<p>16.—(1) No part of Work Nos. 1, 2, or 3 may commence until an operational noise assessment containing details of how the design of that numbered work has incorporated the operational mitigation measures set out in Section 15.6 of Chapter 15 of the environmental statement for that part, save for any operational mitigation measures that relate to the excluded solar array works, has been submitted to and approved by the relevant planning authority.</p>
<p>Schedule 2 – Requirement 19 – Soils management</p>	<p>(2) The soil management plan must be substantially in accordance with the outline soil management plan, save for—</p> <p>(a) any part of the soil management plan that relates to the excluded solar array works; and</p> <p>(b) any other changes, where these relate to the removal of the excluded solar array works from the authorised development, provided that the soil management plan submitted under sub-paragraph (1) demonstrates that the changes are unlikely to give rise to any</p>

Provision	ExA's Proposed Amendment
	materially new or materially different effects from those assessed in the environmental statement.
Schedule 2 – Requirement 21 – Decommissioning and restoration	5) The decommissioning plan must include a timetable for its implementation and must be substantially in accordance with the outline decommissioning statement, save for— (a) any part of the decommissioning plan that relates to the excluded solar array works; and (b) any other difference, where these relate to the removal of the excluded solar array works from the authorised development, provided that the decommissioning plan submitted under sub-paragraph (3) demonstrates that the changes are unlikely to give rise to any materially new or materially different effects from those assessed in the environmental statement.
Schedule 10 – land in which only new rights etc. may be acquired	Unconfirmed at this stage: plot references to be confirmed by the Applicant at the request of the SoS
Schedule 14 – Documents and Plans to be Certified	Unknown at this stage: document references to be confirmed by the Applicant at the request of the SoS

7.7. CONCLUSIONS

7.7.1. The ExA has considered all iterations of the dDCO as provided by the Applicant, from the submission version [\[APP-017\]](#) to the final version [\[REP7-002\]](#), and has considered the degree to which the Applicant's final version has addressed outstanding matters. The ExA is in agreement with the majority of the changes made, save for the matters included in Table 8 and Table 9 above, which are included in the recommended DCO in Annex E of this Report.

7.7.2. The ExA is satisfied that the Requirements (as amended) are necessary, reasonable, enforceable and sufficiently precise, as well as being relevant to planning and to the Proposed Development.

7.7.3. Having regard to all matters raised in this Chapter and taking all other matters relevant to the DCO raised in the remainder of this Report fully into account, should the SoS be minded to make the DCO, it is recommended to be made in the form set out in Annex E of this Report.

8. SUMMARY OF FINDINGS AND CONCLUSION

8.1. INTRODUCTION

8.1.1. This Chapter summarises the Examining Authority's (ExA) conclusions arising from the Report as a whole and sets out recommendations to the Secretary of State (SoS).

8.2. CONSIDERATION FINDINGS AND CONCLUSION

8.2.1. Although the revised suite of energy National Policy Statements (NPS) were designated on 17 January 2024, the transitional provisions make clear that they have effect only for those applications for development consent accepted for examination after their designation. The Application considered in this Report was submitted on 21 March 2023, which is before the designation of the revised EN suite of NPS. It is therefore subject to the transitional provisions in paragraph 1.6.3 of 2024 NPS EN-1. Therefore, no designated NPS has effect in relation to the Proposed Development and therefore the Application falls to be determined under section (s)105 of the Planning Act 2008 (PA2008). However, any of the 2024 NPSs are potentially capable of being important and relevant considerations in the decision-making process as noted in the transitional provisions.

8.2.2. There are no matters prescribed under s105(2)(b) for this type of development.

8.2.3. The ExA has had regard to matters arising in the Local Impact Reports (LIR) from Lincolnshire County Council, Nottinghamshire County Council and West Lindsey District Council. These matters include a recognition of positive impacts in terms of the production of clean renewable energy and the potential to deliver significant biodiversity net gain (BNG). They also refer to adverse impacts on landscape character and visual amenity, loss of agricultural land (including best and most versatile), some traffic and travel disruption, including the impacts on public rights of way and recreational users generally, harmful impacts on scheduled monuments (SAM), on below ground archaeology and on the historic landscape, the potential for adverse cumulative effects with other solar developments, and the potential for impacts on The Spherical Tokamak for Energy Production, (STEP) fusion project, using West Burton Power Station as a base.

8.2.4. The LIRs also identify a range of policies from local plans that bear on decision making for a solar generating station and transmission system connection. Because this is a decision to be made under PA2008 s105, there is no in principle distinction of policy status between NPS and local plan policy. The ExA has identified important and relevant considerations arising from local plan policy. Relevant policy provisions are set out in full detail in the policy reference tables in Annex A, noting that the provisions of made neighbourhood plans and emerging plans are also capable of being important and relevant considerations. Table A-5 sets out those provisions considered to be of most direct relevance to the topics under consideration [Chapter 3](#), with those of greatest pertinence considered in more detail within the planning topic sections. In general terms, the direction of local plan policies and NPS policies align.

8.2.5. The ExA has considered those elements of 2011 NPS EN-1 (Overarching National Policy Statement for Energy), 2011 NPS EN-3 (Renewable Energy) and 2011 NPS EN-5 (National Policy Statement for Electricity Networks Infrastructure) that bear on

the development of renewable generating stations and transmissions systems connections. Substantial bodies of important and relevant policy are identified and discussed in [Chapter 3](#).

- 8.2.6. Similarly, the ExA has concluded that the 2024 NPS EN-1, 2024 NPS EN-3 and 2024 NPS EN-5 are important and relevant as they are the latest statement of Government policy. Indeed, 2024 NPS EN-3 includes direct and specific policy for solar development that is not found in the 2011 NPS EN suite. Otherwise, whilst much of the advice from the 2011 NPSs is reconfirmed in the 2024 versions, the ExA has had particular regard to where there are new updated or amended policy considerations.
- 8.2.7. Whilst the SoS is the competent authority under the Conservation of Habitats and Species Regulations 2017 and will make the determination, the ExA has examined matters relevant to Habitats Regulations Assessment (HRA) to enable the SoS to discharge their duty. The ExA is satisfied that the Proposed Development would not be likely to have significant effects on European sites and their features when considered alone or in combination with other plans or projects. On this point there is sufficient information before the SoS to enable them to conclude that an Appropriate Assessment is not required. The ExA has taken these findings into account in reaching a recommendation.

CONCLUSION ON THE APPLICATION AS SUBMITTED³⁴

- 8.2.8. With regard to designated heritage assets and in consideration of Regulation 3 of the Infrastructure Planning (Decisions) Regulations 2010, the ExA has found that the Proposed Development would result in substantial harm to the setting of a scheduled monument (SAM) and less than substantial harm to other designated heritage assets. This has been considered in the context of the provisions of 2011 NPS EN-1 paragraph 5.8.14 which sets out that substantial harm to or loss of designated assets of the highest significance, including Scheduled Monuments, should be wholly exceptional, reiterated at paragraph 5.9.30 of 2024 NPS EN-1. In these circumstances paragraph 5.5.15 of 2011 NPS EN-1 sets out that substantial harm must be necessary in order to deliver substantial public benefits that outweigh that harm, again reiterated in 2024 NPS EN-1 at paragraph 5.9.31.
- 8.2.9. The ExA has found that the nature of the long term harm to the significance of the setting of a SAM would not be outweighed by public benefits. In reaching this view the ExA has recognised very great benefit from the provision of low carbon energy which would meet the need identified in 2011 NPS EN-1, 2024 NPS EN-1, and by the benefits of the Application in terms of the delivery of BNG.
- 8.2.10. In considering landscape and visual matters, the ExA has found that there would be significant effects upon local landscape character and visual amenity, a harm of moderate weight. In terms of the effect on agriculture and soils, the ExA has found that there would be harm in terms of the long-term loss to agricultural production (mostly related to non-best and most versatile agricultural land). The ExA has also identified adverse effects relating to potential cumulative effects in terms of waste management. The ExA has attached a little negative weight to the latter two matters.

³⁴ For the avoidance of doubt this refers to the Application as submitted and examined (but not including the without prejudice offer to exclude arrays from the deer park land at Stow Park).

- 8.2.11. All other aspects of the Proposed Development including transport and access, noise and vibration, air quality, health and wellbeing, the water environment and flooding, and socio-economic matters have been found acceptable in policy terms, but they would not give rise to any appreciable net benefit. They therefore weigh neither for or against the Proposed Development.
- 8.2.12. In these circumstances the ExA has concluded that the case for development consent has not been made in relation to the Application as originally submitted. It follows that the ExA's position is that the case for granting the Compulsory Acquisition (CA) and Temporary Possession (TP) powers requested to deliver the Proposed Development does not meet the tests set out in s122 of the PA2008. For the same reason, there is no need for the SoS to reach any conclusions on Crown land, funding matters, or on human rights considerations, if they agree with this conclusion.
- 8.2.13. On the Application as submitted and examined (but not including the without prejudice offer to exclude arrays from the deer park land at Stow Park), the ExA concludes that the adverse impacts arising from the Proposed Development would outweigh its benefits. There is nothing to indicate that the Application should be decided other than in accordance with the important and relevant matters identified.

CONCLUSION ADOPTING THE STOW PARK ALTERATION

- 8.2.14. The possibility of the removal of that element of the Proposed Development within the setting of the SAM relating to Stow Park emerged towards the end of the Examination. This was examined by the ExA as a possible means to reduce or eliminate substantial harm to that heritage asset, whilst sustaining broader renewable energy benefits.
- 8.2.15. Whilst with the Stow Park Alteration the Proposed Development would have reduced generating capacity, it would still meet the threshold for an NSIP and it would still make a significant contribution to the urgent need for renewable energy. As such there would still be very considerable public benefits in this regard. This amendment to the Proposed Development as submitted would reduce the harm to the setting of the SAM at Stow Park to less than substantial.
- 8.2.16. The proposed change would remove surface apparatus from the land identified as the former deer park enclosure, within the setting of the SAM at Stow Park. This change would enable the historic landscape of the park enclosure to be appreciated in a way that would not be possible if the solar array installations were to wash over and mask the unique topography of this area. It would also preserve the visual setting of the SAM.
- 8.2.17. Temporary interference associated with the construction of underground apparatus and other activities would still need to take place within the former deer park area, though these residual activities would be temporary and would result in less than substantial harm to the setting of the SAM. In these circumstances the ExA concluded in [Chapter 5](#) that this heritage harm would be outweighed by the public benefits of the Proposed Development.
- 8.2.18. More specifically, the ExA considered the viability and deliverability of the remaining development, its standing as NSIP development and the materiality of its renewable energy benefits. The Applicant confirmed that, in their view, the reduced development would still be deliverable and viable. On this basis the ExA has found that, with the Stow Park Alteration, the Proposed Development would give rise to

renewable energy benefits of very great weight, in circumstances where the harms arising from the Application as submitted have been substantially reduced.

8.2.19. Overall, based on the Stow Park Alteration, the Proposed Development would make an important and timely contribution towards the achievement of renewable energy targets associated with Government policy and legal obligations. This would support policy provisions set out in 2011 NPS EN-1, 2024 NPS EN-1 and 2024 NPS EN-3. It would also result in some enhancements to biodiversity and ecology through BNG provisions.

8.2.20. Other disbenefits would remain, as noted above, however, these would clearly be outweighed by the benefits.

8.2.21. In these circumstances the ExA concluded that in relation to the application for CA and TP powers:

- The application site has been appropriately selected;
- All reasonable alternatives to CA have been explored;
- The recommended Development Consent Order (rDCO) provides a clear mechanism whereby the necessary funding can be guaranteed;
- There is a clear need for all the land included in the Book of Reference (BoR) to be subject to CA or TP;
- There is a need to secure the land and rights required to construct the Proposed Development within a reasonable timeframe, and the Proposed Development represents a significant public benefit to weigh in the balance;
- The private loss to those affected has been mitigated through the selection of the land; the minimisation of the extent of the rights and interests proposed to be acquired and the inclusion, where relevant, of protective provisions in favour of those affected;
- The powers sought satisfy the conditions set out in s122 and s123 of the PA2008 as well as the CA Guidance;
- The powers sought in relation to statutory undertakers (SU) meets the conditions set out in s127 and s138 of the PA2008 and the Compulsory Acquisition Guidance; and
- The Applicant has not obtained consent from the relevant Crown authorities and therefore the powers sought have not met the conditions in s135 of the PA2008.

8.2.22. Should the SoS agree with the ExA and find that, on the basis of the Stow Park Alteration, there is a compelling case in the public interest for the CA and TP powers sought, the ExA considers that further matters should be addressed. These relate to:

- The need to obtain Crown Consent in relation to plots associated with the cable corridor shared with the Gate Burton Energy Park and Cottam Solar Project as it crosses the tidal River Trent;
- The need for targeted consultation with statutory parties, including Historic England and the local planning authorities, as well as Affected Persons impacted by the Stow Park Alteration, in terms of the implications and materiality of the changes required to the Application as submitted; and,
- In relation to the land forming that part of West Burton 3 (WB3) falling within the setting of the former deer park, the Applicant should be asked to confirm:
 - the nature of the remaining works to be carried out within the former deer park area;
 - the plots impacted by the removal of that part of the solar array, updating the BoR and Land Plan accordingly;

- the plots to which TP would continue to be required to support the provision of access, the cable routing and related works; and,
- any additional documents relating to the removal of that part of the solar array to be included as certified documents in Schedule 14 of the DCO.

- 8.2.23. Also, in considering the impacts of the Proposed Development on SU, Section 6.7 of this Report notes that objections from some SU were outstanding at the close of the Examination. Specifically, whilst protective provisions for the benefit of National Grid Electricity Transmission plc (NGET), National Grid Electricity Distribution (East Midlands) plc (NGED), Network Rail, Northern Powergrid and the Canal & River Trust had been agreed, their objections had not yet been formally withdrawn. Negotiations seeking a voluntary side agreement with EDF Energy were also progressing. The ExA has included consideration of these matters in the recommendation.
- 8.2.24. In terms of the specific provisions of the rDCO, the ExA notes that the recommended alteration to Schedule 2, Requirement 22 relating to long term flood risk mitigation, was not considered in this form during the Examination.
- 8.2.25. More generally, the ExA has had regard to the Public Sector Equality Duty (PSED) throughout the Examination and in producing this Report. The Proposed Development would not harm the interests of persons who share a protected characteristic or have any adverse effect on the relationships between such persons and persons who do not share a protected characteristic. On that basis, there would be no breach of the PSED.
- 8.2.26. In reaching their recommendation the ExA has noted that, following a site selection process, a site at West Burton Power Station was selected by the SoS in October 2022 to host the STEP fusion project. This will represent the UK's first nuclear fusion plant, with the potential to yield significant quantities of low carbon energy, generate employment opportunities and encourage investment in the region. The rDCO includes protective provisions for the benefit of EDF and the United Kingdom Atomic Energy Authority in recognition of the importance of ensuring that there are no impediments to the delivery of this project. Of relevance to this matter is the consultation on 'Fusion energy facilities: new National Policy Statement and proposals on siting', launched on 8th May 2024 and which concluded on 17th July 2024.
- 8.2.27. The ExA has also considered the fact that on 15th May 2024, the Written Ministerial Statement 'Solar and protecting our Food Security and BMV Land' was published (2024 WMS). This followed the close of the Examination. The 2024 WMS identifies that due weight needs to be given to the proposed use of BMV land when considering solar proposals. Applications for Nationally Significant Infrastructure Projects should avoid the use of BMV agricultural land where possible. The 2024 WMS is consistent with the 2024 NPSs' approach. As the relevant provisions of the 2024 NPSs have been considered during the Examination, and there is consistency between them and the 2024 WMS, the ExA considers that its requirements have been accounted for.
- 8.2.28. Overall, in the circumstances of the Stow Park Alteration, and on the basis of the provisions in s105(2) of the PA2008, and with the mitigation proposed through the rDCO in Annex E to this report, the ExA considers that there would be no adverse impacts arising from the Proposed Development that would outweigh its benefits. On this basis the amended Application is in overall accordance with the provisions

of the relevant NPSs and the LIR and would be supported by other matters noted by the ExA to be important and relevant.

MATTERS TO WHICH THE SOS MAY WISH TO GIVE FURTHER CONSIDERATION

- 8.2.29. On 30th July 2024, a Written Ministerial Statement 'Building the homes we need' was published, along with the launch of consultation on proposed reforms to the National Planning Policy Framework (the NPPF) and other changes to the planning system. Amongst other things, these provisions refer to the importance of promoting the delivery of renewable energy schemes, including solar. Also, questions are raised around whether it is necessary to consider the availability of agricultural land used for food production alongside other policies in the NPPF, when deciding what sites are most appropriate for development. As these changes arose after the close of the Examination they have not been taken into consideration by the ExA.
- 8.2.30. The effects of the Proposed Development in terms of the Electro-Magnetic Fields (EMF) associated with the shared cable route corridor (CRC) as it crosses the River Trent are referred to in [Chapter 4](#): findings and conclusions in relation to the HRA. This notes the fact that in the Decision Letter relating to the Gate Burton Energy Park solar project, the SoS referred to the need to collect further data on the effects of EMF on migratory fish. In this regard strong encouragement is given to the creation of either a programme of monitoring, or a collaborative monitoring strategy between the four solar projects which would share the CRC crossing of the River Trent. Therefore, whilst the ExA in this case is satisfied that risks to migratory fish would be low, the SoS may wish to reiterate the position reached in relation to the Gate Burton Project in reaching a decision on the present Application.

8.3. RECOMMENDATION

- 8.3.1. The ExA recommends that:
- i. Based on the Application as submitted and examined (but not including the without prejudice offer to exclude arrays from the deer park land at Stow Park), the SoS should withhold consent for the West Burton Solar Project Order.
 - ii. Based on the Stow Park Alteration, and conditional on the outcomes of the further considerations set out at paragraph 8.2.22, the SoS should make the West Burton Solar Project Order in the form attached at Annex E of this Report.

ANNEXES

ANNEX A: REFERENCE TABLES

ANNEX B: EVENTS IN PRE-EXAMINATION AND EXAMINATION

ANNEX C: EXAMINATION LIBRARY

ANNEX D: ABBREVIATIONS

ANNEX E: THE RECOMMENDED DCO

ANNEX A: REFERENCE TABLES

ANNEX A: REFERENCE TABLES

KEY LEGISLATION AND POLICY

Table A-1: Summary of relevant legislation

LEGISLATION
<p>The Air Quality Standards Regulations 2010</p> <p>The Air Quality Standards Regulations 2010 requires the SoS, as the competent authority, to assess ambient air quality. The AQD aims to protect human health and the environment by avoiding, reducing or preventing harmful concentrations of air pollutants. It sets limit values (LVs) for compliance and establishes control actions where the LVs are exceeded.</p>
<p>Climate Change Act 2008 (as amended)</p> <p>The Climate Change Act 2008 (CCA2008) has established statutory climate change projections and carbon budgets. The CCA2008 originally set a reduction target in carbon emissions of 80% (from 1990 levels) by 2050. That target was amended to 100% by The Climate Change Act 2008 (2050 Target Amendment) Order 2019.</p>
<p>The Conservation of Habitats and Species Regulations 2017 (the Habitats Regulations)</p> <p>The Habitats Regulations give effect to the Habitats Directive (92/43/EEC) and Wild Birds Directive (2009/147/EC). Following the UK's departure from the EU, these were amended by the Conservation of Habitats and Species (Amendment) (EU Exit) Regulations 2019 in order to ensure they continue to operate effectively.</p>
<p>Control of Pollution Act 1974</p> <p>Section 60 and s61 of the Control of Pollution Act 1974 (CoPA) provide the main legislation regarding demolition and construction site noise and vibration.</p>
<p>The Countryside and Rights of Way Act 2000</p> <p>The Countryside and Rights of Way Act 2000 (as amended) includes provisions concerning PRowS and access to land.</p>
<p>The Environment Act 2021</p> <p>The Environment Act 2021 gained Royal Assent on 9 November 2020. It provides targets, plans and policies for improving the natural environment. Schedule 15 makes provision for Biodiversity Net Gain in NSIPs. A future target for 10% net gain is currently expected to be required from September 2025.</p>
<p>Environmental Protection Act 1990</p> <p>S79(1) of the Environmental Protection Act 1990 identifies a number of matters which are considered to be statutory nuisance.</p>
<p>The Equality Act 2010</p> <p>The Equality Act 2010 established a duty (the public sector equality duty (PSED)) to eliminate discrimination, advance equality of opportunity and foster</p>

LEGISLATION

good relations between persons who share a protected characteristic and persons who do not.

Human Rights Act 1998

The Human Rights Act 1998 places the European Convention on Human Rights (ECHR) into UK statute. The Compulsory Acquisition and Temporary Possession of land will engage relevant articles under the Human Rights Act 1998.

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

The EIA Regulations give effect to Council Directive 2011/92/EU which defines the procedure by which information about the environmental effects of a project is collected and taken into account by the relevant decision-making body before consent can be granted for a development. It sets thresholds for projects that require an EIA and outlines the impacts on the environment that need to be assessed.

The Proposed Development falls within Schedule 2, Paragraph 3(a) of the EIA Regulations as an industrial installation for the production of electricity.

Natural Environment and Rural Communities Act 2006

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

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

The WFD Regulations establishes a framework for water policy and for managing the quality of receiving waters. The WFD Regulations seek to prevent the deterioration of surface water bodies, groundwater bodies and their ecosystems. They aim to improve the quality of surface and groundwater bodies by progressively reducing pollution and through restoration.

Wildlife and Countryside Act 1981

The Wildlife and Countryside Act 1981 (as amended) (WCA) is the primary legislation which protects animals, plants, and certain habitats in the UK. It protects wildlife, nature conservation, countryside protection, National Parks and Public Rights of Way (PRoW). It also provides powers for the designation and management of SSSIs, sites are identified for their flora, fauna, geological or physiographical features. If a species protected under the Act is likely to be affected by development, a protected species licence will be required from Natural England.

Other relevant legislation

- Acquisition of Land Act 1981
- Ancient Monuments and Archaeological Areas Act 1979
- Anglian Water Authority Act 1977
- Arbitration Act 1996
- Bathing Water Regulations 2013
- Burial Act 1857

LEGISLATION

- ☐☐ Carbon Budgets Order 2009 to 2021 (2021)
- Communications Act 2003
- Community Infrastructure Levy Regulations 2010
- Compulsory Purchase (Vesting Declarations) Act 1981
- Compulsory Purchase Act 1965
- Control of Major Accidents Hazard (COMAH) Regulations 2015
- Draft Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) (Amendment) Regulations 2023
- Electricity Act 1989
- Environment Act 1995
- Environmental Permitting (England and Wales) Regulations 2016
- Environmental Permitting Regulations 2010
- European Union (Withdrawal Agreement) Act 2020
- Forestry Act 1967
- Gas Act 1986
- Great Northern Railway (Junctions) Act 1865
- Groundwater (Water Framework Directive) (England) Direction 2016
- Hazardous Waste Regulations (England and Wales) 2005 (as amended)
- Hedgerows Regulations 1997
- Highways Act 1980
- Infrastructure Planning (Changes to, and Revocation of, Development Consent Orders) Regulations 2011 (as amended)
- Infrastructure Planning (Decisions) Regulations 2010
- Land Compensation Act 1961
- Land Drainage Act 1991
- Levelling Up and Regeneration Act 2023
- Lincoln Waterworks Act 1846
- Modern Slavery Act 2015
- National Heritage Act 1983 (amended 2002)
- Neighbourhood Planning Act 2017
- New Roads and Street Works Act 1991
- Planning (Listed Buildings and Conservation Areas) Act 1990
- Planning Act 2008
- Protection of Badgers Act 1992
- Railways Act 1993
- Road Traffic Exemptions (Special Forces) (Variation and Amendment) Regulations 2011
- Road Traffic Regulation Act 1984
- The Air Quality Standards (Amendment) Regulations (2016)
- The Paris Agreement
- Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012 (as amended by the Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Amendment Regulations 2023)
- Town and Country Planning (Tree Preservation) (England) Regulations 2012
- Town and Country Planning Act 1990
- Traffic Signs Regulations and General Directions 2016
- Waste from Electrical and Electronic Equipment (WEEE) Regulations 2013
- Water Industry Act 1991
- Water Resources Act 1991
- Wild Mammals (Protection) Act 1996 (as amended)

Table A-2: Regional and Local Plan

Title	Documents identified and/ or Relevant Policies
<p>Central Lincolnshire Local Plan 2023-2043 (CLLP) (Adopted April 2023)</p>	<ul style="list-style-type: none"> ▪ Policy S1: The Spatial Strategy and Settlement Hierarchy ▪ Policy S2: Level and Distribution of Growth ▪ Policy S10: Supporting a Circular Economy ▪ Policy S11: Embodied Carbon ▪ Policy S5: Development in the Countryside ▪ Policy S14: Renewable Energy ▪ Policy S15: Protecting Renewable Energy Infrastructure ▪ Policy S16: Wider Energy Infrastructure ▪ Policy S20: Resilient and Adaptable Design ▪ Policy S21: Flood Risk and Water Resources ▪ Policy S28: Spatial Strategy for Employment ▪ Policy S29: Strategic Employment Sites ▪ Policy S48: Walking and Cycling Infrastructure ▪ Policy S45: Strategic Infrastructure Requirements ▪ Policy S47: Transport and Accessibility ▪ Policy S53: Design and Amenity ▪ Policy S54: Health and Wellbeing ▪ Policy S56 ▪ Policy S57: The Historic Environment ▪ Policy S58: Protecting Lincoln, Gainsborough and Sleaford’s Setting and Character ▪ Policy S59: Green and Blue Infrastructure Network ▪ Policy S60: Protecting Biodiversity and Geodiversity ▪ Policy S61: Biodiversity Opportunity and Delivering Measurable Net Gains ▪ Policy S62: Area of Outstanding Natural Beauty and Areas of Great Landscape Value ▪ Policy S66: Trees, Woodland and Hedgerows ▪ Policy S67: Best and Most Versatile (BMV) Agricultural Land
<p>Lincolnshire Minerals and Waste Local Plan (LMWLP) Core Strategy and Development Management Policies (2016)</p>	<ul style="list-style-type: none"> ▪ Policy DM1: Presumption in favour of sustainable development ▪ Policy DM4: Historic Environment ▪ DM12: Best and Most Versatile Agricultural Land ▪ Policy M2: Providing for an adequate supply of sand and gravel ▪ Policy M4: Proposals for Sand and Gravel Extraction ▪ Policy M11: Safeguarding of Mineral resources ▪ Policy W1 Future Requirements for new waste sites.

Title	Documents identified and/ or Relevant Policies
Lincolnshire Minerals and Waste Local Plan Site Locations (2017)	<ul style="list-style-type: none"> ▪ Policy SL2
Nottinghamshire Minerals Local Plan (NMLP) (2021)	<ul style="list-style-type: none"> ▪ Policy SP7: Minerals Safeguarding, Consultation Areas and Associated Minerals Infrastructure ▪ Policy MP2: Sand and Gravel Provision
Nottinghamshire and Nottingham Waste Core Strategy (2013)	<ul style="list-style-type: none"> ▪ Policy WCS2: Waste awareness, prevention and re-use
Bassetlaw District Council Core Strategy & Development Management Policies DPD (BDCSDMP) (2011)	<ul style="list-style-type: none"> ▪ Policy DM1: Economic Development in the Countryside ▪ Policy DM4: Design and Character ▪ Policy DM7: Future Development Proposals ▪ Policy DM8: The Historic Environment ▪ Policy DM9: Green Infrastructure; Biodiversity and Geodiversity; Landscape; Open Space and Sports Facilities ▪ Policy DM10: Renewable and low carbon energy ▪ Policy DM12: Flood Risk, Sewerage and Drainage ▪ Policy DM13: Sustainable Transport

Table A-3: Emerging Local Plan Policies

Title	Relevant Policies
Emerging Draft Bassetlaw Local Plan 2020-2037 (DBLP) (Publication Version Composite) (July 2022)	<ul style="list-style-type: none"> ▪ Policy ST1: Bassetlaw's Spatial Strategy ▪ Policy ST6: Cottam Priority Regeneration Area ▪ Policy ST11: Rural Economic Growth and Economic Growth outside Employment Areas ▪ Policy ST35: Design Quality ▪ Policy ST37: Landscape Character ▪ Policy ST39: Green and Blue Infrastructure ▪ Policy ST40: Biodiversity and Geodiversity ▪ Policy 41: Trees, woodlands and hedgerows ▪ Policy ST42: The Historic Environment ▪ Policy 43: Designated and Non-Designated Heritage Assets ▪ Policy ST46: Delivering Quality, Accessible Open Space ▪ Policy 48: Protecting Amenity ▪ Policy 49: Contaminated and Unstable Land ▪ Policy ST50: Reducing Carbon Emissions, Climate Change Mitigation and Adaptation ▪ Policy ST51: Renewable Energy Generation ▪ Policy ST52: Flood Risk and Drainage

Table A-4: Relevant Neighbourhood Plan Policies

Title	Relevant Policies
Saxilby with Ingleby Parish Council Neighbourhood Plan (2017)	<ul style="list-style-type: none"> ▪ Policy 2: Design of New Developments ▪ Policy 5: protecting the historic environment ▪ Policy 7: Saxilby business and enterprise parks ▪ Policy 9: Protecting community facilities ▪ Policy 11: Minimising the impact of development on the natural environment ▪ Policy 12: Green infrastructure ▪ Policy 14: Open Spaces, Sports Facilities and Recreation Facilities ▪ Policy 16: Existing and new non-vehicular routes ▪ Policy 17: Traffic and movement around the village
Sturton by Stow and Stow Neighbourhood Plan (2022)	<ul style="list-style-type: none"> ▪ Policy 1: Sustainable Development ▪ Policy 5: Delivering Good Design ▪ Policy 6: Historic Environment ▪ Policy 7: Employment and Business Development ▪ Policy 8: Community Facilities ▪ Policy 9: Protected Views. ▪ Policy 11: Green Infrastructure ▪ Policy 12: Environmental Protection ▪ Policy 13: Flood Risk ▪ Policy 15: Walking and Cycling
Sturton Ward Neighbourhood Plan (2021)	<ul style="list-style-type: none"> ▪ Policy 1: Sustainable Development ▪ Policy 2a: Protecting the landscape character, significant green gaps and key views ▪ Policy 2b: Enhancing biodiversity ▪ Policy 4: Reducing the risk of flooding ▪ Policy 6: Protecting the historic environment ▪ Policy 8: Supporting the local economy ▪ Policy 12: Energy efficiency, renewable energy and climate change
Tresswell and Cottam Neighbourhood Plan (2019)	<ul style="list-style-type: none"> ▪ Policy 6: Design Principles ▪ Aspiration 1: Road Safety and Traffic ▪ Character Assessment

Table A-5: Local Plan Policy Relevant to Specific Planning Matters Considered

Topic	Relevant Policies
The Principle of Development	<p><i>Central Lincolnshire Local Plan 2023</i></p> <ul style="list-style-type: none"> ▪ Policy S14: Renewable Energy ▪ CLLP Policy S16 - Wider Energy Infrastructure ▪ Policy DM10: Renewable and low carbon energy

Topic	Relevant Policies
	<p><i>Bassetlaw Core Strategy 2011</i></p> <ul style="list-style-type: none"> ▪ Policy DM10; Renewable and low carbon energy
Landscape and visual	<p><i>Central Lincolnshire Local Plan 2023</i></p> <ul style="list-style-type: none"> ▪ Policy S5: Development in the Countryside ▪ Policy S14: Renewable Energy ▪ Policy S53: Design and Amenity ▪ Policy S62: Area of Outstanding Natural Beauty and Areas of Great Landscape Value ▪ Policy S66: Trees, Woodland and Hedgerows
Historic Environment	<p><i>Central Lincolnshire Local Plan 2023</i></p> <ul style="list-style-type: none"> ▪ Policy S57: The Historic Environment <p><i>Bassetlaw Core Strategy 2011</i></p> <ul style="list-style-type: none"> ▪ Policy DM8: Historic Environment
Biodiversity and Ecology	<p><i>Central Lincolnshire Local Plan 2023</i></p> <ul style="list-style-type: none"> ▪ Policy S59: Green and Blue Infrastructure Network ▪ Policy S60: Protecting Biodiversity and Geodiversity ▪ Policy S61: Biodiversity Opportunity and Delivering Measurable Net Gains ▪ Policy S64: Local Green Space ▪ Policy S66: Trees, Woodland and Hedgerows <p><i>Bassetlaw Core Strategy 2011</i></p> <ul style="list-style-type: none"> ▪ Policy DM9: Green Infrastructure; biodiversity and geodiversity; landscape; open space and sports facilities
Transport and Access	<p><i>Central Lincolnshire Local Plan 2023</i></p> <ul style="list-style-type: none"> ▪ Policy S47 <p><i>Bassetlaw Core Strategy 2011</i></p> <ul style="list-style-type: none"> ▪ Policy DM13: Sustainable transport
Agriculture and Soil	<p><i>Central Lincolnshire Local Plan 2023</i></p> <ul style="list-style-type: none"> ▪ Policy S67: BMV Agricultural Land

Topic	Relevant Policies
	<ul style="list-style-type: none"> ▪ Policy S14: Renewable Energy <p><i>Bassetlaw Core Strategy 2011</i></p> <ul style="list-style-type: none"> ▪ Policy DM10: Renewable and Low Carbon Energy
Safety and Major Incidents	<p><i>Central Lincolnshire Local Plan 2023</i></p> <ul style="list-style-type: none"> ▪ Policy S14: Renewable Energy ▪ Policy S16: Wider Energy Infrastructure
Noise and Vibration	<p><i>Central Lincolnshire Local Plan 2023</i></p> <ul style="list-style-type: none"> ▪ Policy S14: Renewable Energy ▪ Policy S53: Design and Amenity
Air Quality	<p><i>Central Lincolnshire Local Plan 2023</i></p> <ul style="list-style-type: none"> ▪ Policy S14: Renewable Energy ▪ Policy S53: Design and Amenity
Health and Wellbeing	<p><i>Central Lincolnshire Local Plan 2023</i></p> <ul style="list-style-type: none"> ▪ Policy S54: Health and Wellbeing
Water and Flooding	<p><i>Central Lincolnshire Local Plan 2023</i></p> <ul style="list-style-type: none"> ▪ Policy S14: Renewable Energy ▪ Policy S20: Resilient and Adaptable Design ▪ Policy S21: Flood Risk and Water Resources <p><i>Bassetlaw Core Strategy 2011</i></p> <ul style="list-style-type: none"> ▪ Policy DM12: Flood risk, sewerage and drainage
Socio-Economic	<p><i>Central Lincolnshire Local Plan 2023</i></p> <ul style="list-style-type: none"> ▪ Policy S5: Development in the Countryside ▪ Policy S43: Sustainable Rural Tourism ▪ Policy S48: Walking and Cycling Infrastructure
Other Planning Matters	<p>Climate Change:</p> <p><i>Central Lincolnshire Local Plan 2023</i></p> <ul style="list-style-type: none"> ▪ Policy S14: Renewable Energy ▪ Policy S16: Wider Energy Infrastructure <p>Waste Management:</p>

Topic	Relevant Policies
	<p><i>Nottinghamshire and Nottingham Waste Core Strategy 2013</i></p> <ul style="list-style-type: none"> Policy WCS2: Waste awareness, prevention and re-use

Table A-6 Landscape character areas

Scale	Characteristics/Values (where given)
<p>National [APP-156]</p> <ul style="list-style-type: none"> Trent Belvoir Vales <p>Northern Lincolnshire Edge with Coversands</p>	<p>Undulating, strongly rural, predominantly low lying arable farmland with limited woodland cover offering long open views.</p> <p>A ridge of Jurassic limestone running north from Lincoln and rising prominently from adjacent low-lying land to give panoramic views out, particular westward.</p>
<p>Regional [APP-157]</p> <p>East Midlands Regional LCA:</p> <ul style="list-style-type: none"> RLCT-3a Floodplain Valleys RLCT- 4a Unwooded Vales RLCT- 4b Wooded Vales RLCT – 6a Limestone Scarps and Dipslopes <p>Trent Vale LCA:</p> <ul style="list-style-type: none"> TVP Two - Vale Meadowlands 	<p>Wide, flat alluvial floodplains surrounded by rising landforms of adjacent areas, mostly pastoral land use. Limited woodland cover though some adjacent to rivers/settlements. Hedgerow and riverside trees important component of landscape/ Medium</p> <p>Extensive low lying rural landscape arable and pastoral landscape, expansive long distance views from higher ground give a sense of visual containment. Limited woodland cover meaning shelterbelts and hedgerow trees gain visual significance/ Medium</p> <p>Gently undulating landform of arable and pastoral farmland marked by belts of trees and tall hedgerows, though modern fieldscapes created by hedgerow removal. Relatively high levels of woodland cover, with notable tracts of ancient semi-natural woodland along outer fringes of parishes/ High</p> <p>Limestone escarpment and dip-slope with strong north south alignment. Large scale arable land uses, stone-built villages along the lower scarp slopes/ High</p>

Scale	Characteristics/Values (where given)
<ul style="list-style-type: none"> ▪ TVP Three Industrial/Restored Vale ▪ TVP Four - Vale Farmlands 	<p>A flat, low lying riparian landscape characterised by a pattern of small and medium sized alluvial meadows, often defined by long hedges which now mark the boundary with the arable landscapes.</p> <p>A diverse range of highly modified landscapes which have been, or are planned to be, modified/created by minerals extraction and power production.</p> <p>A flat low-lying agricultural landscape characterised by a traditional pattern of hedged fields and nucleated village settlements. Small areas of deciduous woodland, though hedgerow trees are the most important components of the overall tree cover.</p>
<p>Local [APP-158]</p> <p>West Lindsey LCA:</p> <ul style="list-style-type: none"> ▪ LLCA 2: Trent Valley ▪ LLCA 3: The Till Vale ▪ LLCA 4: The Cliff <p>Bassetlaw Policy Zones</p> <ul style="list-style-type: none"> ▪ TWPZ 21: Cottam, Rampton and Church Laneham Village Farmlands ▪ TWPZ 22: Cottam River Meadowlands 	<p>Low-lying, gently undulating landform with higher terrain to the east and south of Gainsborough. Significant blocks of deciduous woodland, good hedgerows and hedgerow trees create a relatively enclosed landscape. Views towards the west are dominated by the power stations/ Medium.</p> <p>Agricultural landscape with large, flat open fields. Some fields have low hawthorn hedgerows, with few hedgerow trees. Small blocks of mixed woodland and shelterbelts. Long westward views to the power stations on the River Trent, and eastward views to the scarp face of Lincoln 'Cliff'/ Medium.</p> <p>Straight, limestone capped scarp slope, with a due north-south alignment. Diverse pattern of mixed pasture and arable land with good hedgerow boundaries/ High.</p> <p>A flat, arable landscape with a largely geometric field pattern with smaller scale pastoral landscapes around the villages of Cottam, Rampton and Church Laneham. Limited tree cover, mature trees confined to the historic village cores and hedge lines/ Medium.</p> <p>A flat arable and pasture landscape within the valley floor of the River Trent. There are long distance views to more elevated wooded skylines to the east. Mature trees are found in hedges of the fields of pasture. Hedgerow trees also occur along tracks</p>

Scale	Characteristics/Values (where given)
<ul style="list-style-type: none"> <li data-bbox="316 248 632 338">▪ TWPZ 23: Sturton le Steeple Village Farmlands <li data-bbox="316 416 612 506">▪ TWPZ 48: Littleborough River Meadowlands 	<p data-bbox="683 248 1347 309">and within scrub around wetland areas close to the river/ Medium.</p> <p data-bbox="683 349 1362 510">A low lying and flat arable landscape, very limited settlement. Mature hedgerows and trees along the field access tracks, though roadside hedgerows and internal field boundaries are more fragmented/ Medium</p> <p data-bbox="683 551 1362 712">A low lying and flat arable landscape, West Burton Power Station dominates views to the north. Mature hedgerows and trees along the field access tracks, though roadside hedgerows and internal field boundaries are often weak and gappy/ Medium.</p>
<p data-bbox="316 770 536 801">Other [APP-157]</p> <p data-bbox="316 837 639 965">Lincolnshire Historic Landscape Characterisation Project: Character Zone TVL1</p>	<p data-bbox="683 837 1347 1032">Largely flat, with a gentle upward slope from the River Trent in the west to the foot of the Northern Cliff in the east. The level topography allows wide views of large features in the landscape, especially the large power stations on the west bank of the Trent.</p>

ANNEX B: EVENTS IN PRE-EXAMINATION AND EXAMINATION

ANNEX B: EVENTS IN PRE-EXAMINATION AND EXAMINATION

The table below lists the main events that occurred during the pre- Examination and Examination stages, and the Procedural Decisions taken by the Examining Authority (ExA).

Date	Event
10 August 2023	Issue by ExA of: <ul style="list-style-type: none"> • Notification of the Preliminary Meeting (Rule 6)
24 August 2023	Procedural Deadline A For the receipt by the ExA of: <ul style="list-style-type: none"> • Written submissions on the Examination Procedure, including the draft Examination Timetable • Requests to be heard orally at the Preliminary Meeting • Requests to be heard at Open Floor Hearing 1
6 September 2023	Unaccompanied Site Inspection 1
7 September 2023	Preliminary Meeting
13 September 2023	Issue by ExA of: <ul style="list-style-type: none"> • Notification of Procedural Decision (Rule 9) to adjourn the Preliminary Meeting that opened on 7 September 2023
11 October 2023	Issue by ExA of: <ul style="list-style-type: none"> • Notification of the resumed Preliminary Meeting (Rule 6)
31 October 2023	Procedural Deadline B For the receipt by the ExA of: <ul style="list-style-type: none"> • Written submissions on revised draft Examination Timetable • Requests to be heard orally at the Preliminary Meeting • Requests to be heard at Open Floor Hearing 1 (Please respond even if you previously requested to be heard at the postponed OFH1) • Requests to be heard at Issue Specific Hearing 1

8 November 2023	Resumed Preliminary Meeting
8 November 2023	Open Floor Hearing 1 (OFH1)
9 November 2023	Issue Specific Hearing 1 (ISH1) the scope of Proposed development; Need, Site Selection and Alternatives; and Environmental Matters
16 November 2023	Issue by ExA of: <ul style="list-style-type: none"> • Notification of Examination Timetable (Rule 8)
24 November 2023	<p>Deadline 1</p> <p>For the receipt by the ExA of:</p> <ul style="list-style-type: none"> • Statements of Common Ground requested by the ExA • Comments on Relevant Representations (RR) • Summaries of all RR exceeding 1500 words • Written summaries of oral submissions made at Open Floor Hearing 1 held on 8 November 2023 • Notification by Statutory Parties of their wish to be considered as an Interested Party (IP) by the ExA • Applicant's draft itinerary for a Site Inspection • Requests to be heard by interested parties at a further Open Floor Hearing • Requests by Affected Persons (defined in section 59(4) of the Planning Act 2008) to be heard at a Compulsory Acquisition Hearing • Suggested locations for site inspections (Accompanied or Unaccompanied), including the reason for nomination, issues to be observed and whether the location(s) require access to private land • Applicant's updated documents – clean and tracked version showing changes since the last submitted versions of: <ul style="list-style-type: none"> - Draft Development Consent Order - Explanatory Memorandum - Book of Reference - Statement of Reasons - Report on the interrelationships with other National Infrastructure Projects - Schedule of progress regarding objections and

	<p>agreements in relation to Compulsory Acquisition, Temporary Possession, other land rights and blight</p> <ul style="list-style-type: none"> - Schedule of progress regarding Protective Provisions and Statutory Undertakers - Schedule of the latest versions of the Applicant's submitted documents and documents to be certified - Schedule of Progress towards securing other consents • Any further information requested by ExA for this deadline
7 December 2023	<p>Deadline 1A</p> <p>For the receipt by the ExA of:</p> <ul style="list-style-type: none"> • Local Impact Reports from Local Authorities • Written Representations (WR) • Summary of all WRs exceeding 1500 words • Comments on any Additional Submissions made after the close of the Relevant Representation period.
15 December 2023	<p>Issue by ExA of:</p> <ul style="list-style-type: none"> • First Written Questions (ExQ1)
19 December 2023	<p>Issue by ExA of:</p> <ul style="list-style-type: none"> • Notification of Hearings and Request for Information (Rules 13 and 17)
3 January 2024	<p>Deadline 2</p> <p>For the receipt by the ExA of:</p> <ul style="list-style-type: none"> • Comments on any submissions received by Deadline 1 • Updated Statements of Common Ground in clear and tracked changes versions • Comments on the Applicant's draft itinerary for the Site Inspection • Applicant's updated documents – clean and tracked version showing changes since the last submitted versions of: <ul style="list-style-type: none"> - Draft Development Consent Order - Explanatory Memorandum - Book of Reference - Statement of Reasons - Report on the interrelationships with other National Infrastructure Projects

	<ul style="list-style-type: none"> - Schedule of progress regarding objections and agreements in relation to Compulsory Acquisition, Temporary Possession, other land rights and blight - Schedule of progress regarding Protective Provisions and Statutory Undertakers - Schedule of the latest versions of the Applicant's submitted documents and documents to be certified - Schedule of Progress towards securing other consents • Any further information requested by ExA for this deadline
9 January	<p>Deadline 3</p> <p>For the receipt by the ExA of:</p> <ul style="list-style-type: none"> • Responses to ExQ1
19 January 2024	Applicant submitted formal change request application
23 January 2024	Issue Specific Hearing 2 on the draft Development Consent Order (ISH2)
24 January 2024	Open Floor Hearing 2 (OFH2)
24 January 2024	Unaccompanied Site Inspection 2
25 January 2024	Unaccompanied Site Inspection 3
1 February 2024	<p>Issue by ExA of:</p> <ul style="list-style-type: none"> • Procedural Decision to accept the Applicant's change request of 19 January 2024 • Procedural Decision to amend the Examination Timetable
6 February 2024	Compulsory Acquisition Hearing 1 (CAH1)
7 February 2024	Issue Specific Hearing 3 on Environmental Matters (ISH3)
8 February 2024	Issue Specific Hearing 4 on Environmental Matters (ISH4)
14 February 2024	Issue by ExA of:

	<ul style="list-style-type: none"> Procedural Decision to vary the Examination Timetable relating to the need to accommodate the postponed elements of the Issue Specific Hearings (ISH) held during w/c 5 February 2024.
28 February 2024	<p>Deadline 4</p> <p>For the receipt by the ExA of:</p> <ul style="list-style-type: none"> Comments on any submissions received by Deadlines 2 and 3 Updated Statements of Common Ground in clean and tracked change versions Written summaries of oral submissions made at hearings held w/c 22 January and w/c 5 February 2024 (if required) Updated Applicant's documents – clean version and version showing tracked changes since the last submitted versions of: <ul style="list-style-type: none"> Draft Development Consent Order Explanatory Memorandum Book of Reference Statement of Reasons Report on the interrelationships with other National Infrastructure Projects Schedule of progress regarding objections and agreements in relation to Compulsory Acquisition, Temporary Possession, other land rights and blight Schedule of progress regarding Protective Provisions and Statutory Undertakers Schedule of the latest versions of the Applicant's submitted documents and documents to be certified Schedule of Progress towards securing other consents Any further information requested by ExA for this deadline
13 March 2024	Issue Specific Hearing 5 (ISH5) Wednesday 13 March 2024 on postponed matters from ISH3 Wednesday 7 February 2024 and ISH4 Thursday 8 February 2024.
15 March 2024	Closing date for CA Regulations Relevant Representations
15 March 2024	<p>Deadline 4A</p> <p>For the receipt by the ExA of:</p> <ul style="list-style-type: none"> CA Regulations Written Representations (CA

	<p>Regulations WRs) relating to the effect of the change requests.</p> <ul style="list-style-type: none"> • Summaries of any CA Regulations WRs that exceed 1500 words. • Any further information requested by the ExA under Rule 17 of the EPR.
18 March 2024	<p>Deadline 4B</p> <p>For the receipt by the ExA of:</p> <ul style="list-style-type: none"> • Requests from any additional Interested Parties and any additional Affected Persons to speak at a further: <ul style="list-style-type: none"> - Open Floor Hearing - Issue Specific Hearing - Compulsory Acquisition Hearing
19 March 2024	<p>Issue by ExA of:</p> <ul style="list-style-type: none"> • Second Written Questions (ExQ2)
25 March 2024	<p>Issue by ExA of:</p> <ul style="list-style-type: none"> • Notification of Hearings and Other Procedural Decisions
11 April 2024	<p>Deadline 5</p> <p>For the receipt by the ExA of:</p> <ul style="list-style-type: none"> • Comments on any submissions received by Deadline 4 • Any further information requested by ExA • Responses to the ExAs Second Written Questions • Comments on submissions for Deadline 4A
19 April 2024	<p>Issue by ExA of:</p> <ul style="list-style-type: none"> • Schedule of Changes to the draft Development Consent Order
23 April 2024	Issue Specific Hearing 6
23 April 2024	Compulsory Acquisition Hearing 2
23 April 2024	Open Floor Hearing 3

23 April 2024	<p>Issue by ExA of:</p> <ul style="list-style-type: none"> • Request for information from Applicant, specific Affected Parties and Lincolnshire County Council (Rule 17)
30 April 2024	<p>Deadline 6</p> <p>For the receipt by the ExA of:</p> <ul style="list-style-type: none"> • Comments on any submissions received by Deadline 5 • Comments on ExA's commentary on, or schedule of changes to, the dDCO (if required) • Final Statements of Common Ground in clear and tracked changes versions • Updated Applicant's final documents – clean version and version showing tracked changes since the last submitted versions of: <ul style="list-style-type: none"> - Report on the interrelationships with other National Infrastructure Projects - Schedule of progress regarding objections and agreements in relation to Compulsory Acquisition, Temporary Possession, other land rights and blight - Schedule of progress regarding Protective Provisions and Statutory Undertakers - Schedule of the latest versions of the Applicant's submitted documents and documents to be certified - Schedule of Progress towards securing other consents - Draft Development Consent Order - Explanatory Memorandum - Book of Reference - Statement of Reasons • Written summary of oral submissions at hearings held on 22 and 23 April 2024 (if required) • Any further information requested by ExA
8 May 2024	<p>Deadline 7</p> <p>For the receipt by the ExA of:</p> <ul style="list-style-type: none"> • Summary statements from parties regarding matters that they have previously raised during the Examination that have not been resolved to their satisfaction • Comments on any submissions received by Deadline 6 • Any other information requested by the ExA for this deadline

8 May 2024	Close of Examination
9 May 2024	Issue by ExA of: <ul data-bbox="574 403 1292 470" style="list-style-type: none">• Notification of completion of the Examination under section 99 of the Planning Act 2008

ANNEX C: EXAMINATION LIBRARY

West Burton Solar Project Examination Library

Updated – 18 June 2024

This Examination Library relates to the West Burton Solar Project application. The library lists each document that has been submitted to the examination by any party and documents that have been issued by the Planning Inspectorate. All documents listed have been published to the National Infrastructure's Planning website and a hyperlink is provided for each document. A unique reference is given to each document; these references will be used within the Report on the Implications for European Sites and will be used in the Examining Authority's Recommendation Report. The documents within the library are categorised either by document type or by the deadline to which they are submitted.

Please note the following:

- This is a working document and will be updated periodically as the examination progresses.
- Advice under Section 51 of the Planning Act 2008 that has been issued by the Inspectorate, is published to the National Infrastructure Website but is not included within the Examination Library as such advice is not an examination document.
- This document contains references to documents from the point the application was submitted.
- The order of documents within each sub-section is either chronological, numerical, or alphabetical and confers no priority or higher status on those that have been listed first.

EN010132 - West Burton Solar Farm**Examination Library - Index**

Category	Reference
Application Documents As submitted and amended version received before the PM. Any amended version received during the Examination stage to be saved under the Deadline received	APP-xxx
Adequacy of Consultation responses	AoC-xxx
Relevant Representations	RR-xxx
Procedural Decisions and Notifications from the Examining Authority Includes Examining Authority's questions, s55, and post acceptance s51	PD-xxx
Additional Submissions Includes anything accepted at the Preliminary Meeting and correspondence that is either relevant to a procedural decision or contains factual information pertaining to the examination including responses to Rule 6 and Rule 8 letters	AS-xxx
Events and Hearings Includes agendas for hearings and site inspections, audio recordings, responses to notifications and applicant's hearing notices	EV1-xxx
Representations – by Deadline	
Procedural Deadline A Deadline for receipt by the ExA of: <ul style="list-style-type: none">• Written submissions on the Examination Procedure, including the draft Examination Timetable	PDA-xxx

<ul style="list-style-type: none"> • Requests to be heard orally at the Preliminary Meeting • Requests to be heard at Open Floor Hearing 1 	
<p>Procedural Deadline B</p> <p>Deadline for receipt by the ExA of:</p> <ul style="list-style-type: none"> • Written submissions on revised draft Examination Timetable • Requests to be heard orally at the Preliminary Meeting • Requests to be heard at Open Floor Hearing 1 (Please respond even if you previously requested to be heard at the postponed OFH1) • Requests to be heard at Issue Specific Hearing 1 	PDB-xxx
<p>Deadline 1:</p> <p>Deadline for receipt by the ExA of:</p> <ul style="list-style-type: none"> • Statements of Common Ground requested by the ExA • Comments on Relevant Representations (RR) • Summaries of all RR exceeding 1500 words • Written summaries of oral submissions made at Open Floor Hearing 1 held on 8 November 2023 • Notification by Statutory Parties of their wish to be considered as an Interested Party (IP) by the ExA • Applicant's draft itinerary for a Site Inspection • Requests to be heard by interested parties at a further Open Floor Hearing • Requests by Affected Persons (defined in section 59(4) of the Planning Act 2008) to be heard at a Compulsory Acquisition Hearing • Suggested locations for site inspections (Accompanied or Unaccompanied), including the reason for nomination, issues to be observed and whether the 	REP1-xxx

<p>location(s) require access to private land</p> <ul style="list-style-type: none"> • Applicant’s updated documents – clean and tracked version showing changes since the last submitted versions of: • Draft Development Consent Order • Explanatory Memorandum • Book of Reference • Statement of Reasons • Report on the interrelationships with other National Infrastructure Projects • Schedule of progress regarding objections and agreements in relation to Compulsory Acquisition, Temporary Possession, other land rights and blight • Schedule of progress regarding Protective Provisions and Statutory Undertakers • Schedule of the latest versions of the Applicant’s submitted documents and documents to be certified • Schedule of Progress towards securing other consents • Any further information requested by ExA for this deadline 	
<p>Deadline 1A:</p> <p>For receipt by the ExA of:</p> <ul style="list-style-type: none"> •Local Impact Reports from Local Authorities •Written Representations (WR) •Summary of all WRs exceeding 1500 words •Comments on any Additional Submissions made after the close of the Relevant Representation period. 	REP1A-xxx
<p>Deadline 2:</p> <p>For receipt by the ExA of:</p> <ul style="list-style-type: none"> • Comments on any submissions received by Deadline 1 	REP2-xxx

<ul style="list-style-type: none"> • Updated Statements of Common Ground in clear and tracked changes versions • Comments on the Applicant's draft itinerary for the Site Inspection • Applicant's updated documents – clean and tracked version showing changes since the last submitted versions of: <ul style="list-style-type: none"> • Draft Development Consent Order • Explanatory Memorandum • Book of Reference • Statement of Reasons • Report on the interrelationships with other National Infrastructure Projects • Schedule of progress regarding objections and agreements in relation to Compulsory Acquisition, Temporary Possession, other land rights and blight • Schedule of progress regarding Protective Provisions and Statutory Undertakers • Schedule of the latest versions of the Applicant's submitted documents and documents to be certified • Schedule of Progress towards securing other consents • Any further information requested by ExA for this deadline 	
<p>Deadline 3:</p> <p>Deadline for receipt by the ExA of:</p> <ul style="list-style-type: none"> • Responses to the ExA's First Written Questions 	<p>REP3-xxx</p>
<p>Deadline 4:</p> <p>For receipt by the ExA of:</p> <ul style="list-style-type: none"> • Comments on any submissions received by Deadlines 2 and 3 	<p>REP4-xxx</p>

<ul style="list-style-type: none"> • Updated Statements of Common Ground in clean and tracked change versions • Written summaries of oral submissions made at hearings held w/c 22 January and w/c 5 February 2024 (if required) • Updated Applicant's documents – clean version and version showing tracked changes since the last submitted versions of: <ul style="list-style-type: none"> • Draft Development Consent Order • Explanatory Memorandum • Book of Reference • Statement of Reasons • Report on the interrelationships with other National Infrastructure Projects • Schedule of progress regarding objections and agreements in relation to Compulsory Acquisition, Temporary Possession, other land rights and blight • Schedule of progress regarding Protective Provisions and Statutory Undertakers • Schedule of the latest versions of the Applicant's submitted documents and documents to be certified • Schedule of Progress towards securing other consents • Any further information requested by ExA for this deadline 	
<p>Deadline 4A:</p> <p>For receipt by the Examining Authority of:</p> <ul style="list-style-type: none"> • CA Regulations Written Representations (CA Regulations WRs) relating to the effect of the change requests. • Summaries of any CA Regulations WRs that exceed 1500 words. • Any further information requested by the ExA under Rule 17 of the EPR. 	<p>REP5-xxx</p>

<p>Deadline 5:</p> <p>For receipt by the Examining Authority of:</p> <ul style="list-style-type: none"> • Comments on any submissions received by Deadline 4 • Any further information requested by ExA • Responses to the ExAs Second Written Questions • Comments on submissions for Deadline 4A 	
<p>Deadline 6</p> <p>For receipt by the Examining Authority of:</p> <ul style="list-style-type: none"> • Finalised SoCG; • Signed and dated s106 Agreement (if required) Any further information requested by ExA • Comments on the Report on the Implications for European Sites (if required); • Comments on the ExA's draft DCO (if required) • Responses to any further information requested by the ExA under Rule 17 of the EPR (if required) • The Applicant's Final Preferred DCO in the SI template validation report 	
<p>Deadline 7</p> <p>For receipt by the ExA of:</p> <ul style="list-style-type: none"> • Summary statements from parties regarding matters that they have previously raised during the Examination that have not been resolved to their satisfaction • Comments on any submissions received by Deadline 6 • Any other information requested by the ExA for this deadline 	
<p>Other Documents</p>	<p>OD-xxx</p>

Includes s127/131/138 information, s56, s58 and s59 certificates, and transboundary documents	
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EN010132 - West Burton Solar Farm**Examination Library****Application Documents**

APP-001	West Burton Solar Project Limited 1.1 Application Form
APP-002	West Burton Solar Project Limited 1.2 Application Covering Letter
APP-003	West Burton Solar Project Limited 1.3 Guide to the Application
APP-004	West Burton Solar Project Limited 1.5 Section 55 Checklist
APP-005	West Burton Solar Project Limited Validation Report
APP-006	West Burton Solar Project Limited 2.1 Location Plan
APP-007	West Burton Solar Project Limited 2.2 Land Plan
APP-008	West Burton Solar Project Limited 2.3 Works Plan
APP-009	West Burton Solar Project Limited 2.4 Public Rights of Way Plan
APP-010	West Burton Solar Project Limited 2.5 Access to Works Plan
APP-011	West Burton Solar Project Limited 2.6 Waterbodies River Basin Management Plan
APP-012	West Burton Solar Project Limited 2.7 Ecology and Nature Conservation Features Plan
APP-013	West Burton Solar Project Limited 2.8 Historic Environment Features Plan
APP-014	West Burton Solar Project Limited 2.9 Important Hedgerows Plan
APP-015	West Burton Solar Project Limited 2.10 Crown Land Plan
APP-016	West Burton Solar Project Limited 2.11 Streets Plan
APP-017	West Burton Solar Project Limited 3.1 Draft Development Consent Order
APP-018	West Burton Solar Project Limited 3.2 Draft Explanatory Memorandum
APP-019	West Burton Solar Project Limited 4.1 Statement of Reasons
APP-020	West Burton Solar Project Limited 4.2 Funding Statement
APP-021	West Burton Solar Project Limited 4.3 Book of Reference
APP-022	West Burton Solar Project Limited

	5.1 Consultation Report
APP-023	West Burton Solar Project Limited 5.2 Consultation Report - Appendix 5.2 - Statement of Compliance
APP-024	West Burton Solar Project Limited 5.3 Consultation Report - Appendix 5.3 Consultation Approach for Local Authorities
APP-025	West Burton Solar Project Limited 5.4 Consultation Report - Appendix 5.4 Phase One Community Consultation Materials Part 1 of 2
APP-026	West Burton Solar Project Limited 5.4 Consultation Report - Appendix 5.4 Phase One Community Consultation Materials Part 2 of 2
APP-027	West Burton Solar Project Limited 5.5 Consultation Report - Appendix 5.5 Phase One Consultation Summary Report
APP-028	West Burton Solar Project Limited 5.6 Consultation Report - Appendix 5.6 Statement of Community Consultation Materials
APP-029	West Burton Solar Project Limited 5.7 Consultation Report - Appendix 5.7 Phase Two Community Consultation Materials - Part 1 of 3
APP-030	West Burton Solar Project Limited 5.7 Consultation Report - Appendix 5.7_Phase Two Community Consultation Materials - Part 2 of 3
APP-031	West Burton Solar Project Limited 5.7 Consultation Report - Appendix 5.7 Phase Two Community Consultation Materials - Part 3 of 3
APP-032	West Burton Solar Project Limited 5.8 Consultation Report - Appendix 5.8 West Burton ALC Materials
APP-033	West Burton Solar Project Limited 5.9 Consultation Report - Appendix 5.9 West Burton Targeted Consultation Materials
APP-034	West Burton Solar Project Limited 5.10 Consultation Report - Appendix 5.10 - Section 42 Consultation Materials
APP-035	West Burton Solar Project Limited 5.11 Consultation Report - Appendix 5.11 - Section 48 Consultation Materials
APP-036	West Burton Solar Project Limited 5.12 Consultation Report - Appendix 5.12 - Section 47 Applicant Response
APP-037	West Burton Solar Project Limited 5.13 Consultation Report - Appendix 5.13 - Section 42 Applicant Response
APP-038	West Burton Solar Project Limited 6.1 Environmental Statement - Contents Glossary and Abbreviations
APP-039	West Burton Solar Project Limited 6.2.1 Environmental Statement - Chapter 1_Introduction
APP-040	West Burton Solar Project Limited

	6.2.2 Environmental Statement - Chapter 2_EIA Process and Methodology
APP-041	West Burton Solar Project Limited 6.2.3 Environmental Statement - Chapter 3_The Order Limits
APP-042	West Burton Solar Project Limited 6.2.4 Environmental Statement - Chapter 4_Scheme Description
APP-043	West Burton Solar Project Limited 6.2.5 Environmental Statement - Chapter 5_Alternatives and Design Evolution
APP-044	West Burton Solar Project Limited 6.2.6 Environmental Statement - Chapter 6_Energy Need Legislative Context and Energy Policy
APP-045	West Burton Solar Project Limited 6.2.7 Environmental Statement - Chapter 7_Climate Change
APP-046	West Burton Solar Project Limited 6.2.8 Environmental Statement - Chapter 8_Landscape and Visual Impact Assessment
APP-047	West Burton Solar Project Limited 6.2.9 Environmental Statement - Chapter 9_Ecology and Biodiversity
APP-048	West Burton Solar Project Limited 6.2.10 Environmental Statement - Chapter 10_Hydrology Flood Risk and Drainage
APP-049	West Burton Solar Project Limited 6.2.11 Environmental Statement - Chapter 11_Ground Conditions and Contamination
APP-050	West Burton Solar Project Limited 6.2.12 Environmental Statement - Chapter 12_Minerals
APP-051	West Burton Solar Project Limited 6.2.13 Environmental Statement - Chapter 13_Cultural Heritage
APP-052	West Burton Solar Project Limited 6.2.14 Environmental Statement - Chapter 14_Transport and Access
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APP-285	West Burton Solar Project Limited 6.4.12.1 Environmental Statement - Figure 12.1 Minerals Resources Plan Sheet 1
APP-286	West Burton Solar Project Limited 6.4.12.2 Environmental Statement - Figure 12.2 Minerals Resources Plan Sheet 2
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APP-289	West Burton Solar Project Limited 6.4.13.1 Environmental Statement - Figure 13.1 Site Location and Figure Key Plan
APP-290	West Burton Solar Project Limited 6.4.13.2 Environmental Statement - Figure 13.2 AARHB West Burton 1 and 2
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APP-292	West Burton Solar Project Limited 6.4.13.4 Environmental Statement - Figure 13.4 AARHB West Burton Cable Route
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APP-295	West Burton Solar Project Limited 6.4.13.7 Environmental Statement - Figure 13.7 HLC West Burton Cable Route
APP-296	West Burton Solar Project Limited 6.4.13.8 Environmental Statement - Figure 13.8 WBCR East Designated Assets
APP-297	West Burton Solar Project Limited 6.4.13.9 Environmental Statement - Figure 13.9 WBCR East Designated Assets
APP-298	West Burton Solar Project Limited 6.4.13.10 Environmental Statement - Figure 13.10 Heritage Viewpoint 1 Photography and Photomontage
APP-299	West Burton Solar Project Limited 6.4.13.11 Environmental Statement - Figure 13.11 Heritage Viewpoint 2 Photography and Photomontage
APP-300	West Burton Solar Project Limited 6.4.13.12 Environmental Statement - Figure 13.12 Heritage Viewpoint 3 Photography and Photomontage
APP-301	West Burton Solar Project Limited 6.4.13.13 Environmental Statement - Figure 13.13 Heritage Viewpoint 4 Photography and Photomontage
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APP-303	West Burton Solar Project Limited 6.4.19.1 Environmental Statement - Figure 19.1 - Agricultural Land Classification Grade Distribution - West Burton 1
APP-304	West Burton Solar Project Limited 6.4.19.2 Environmental Statement - Figure 19.2 - Agricultural Land Classification Grade Distribution - West Burton 2
APP-305	West Burton Solar Project Limited 6.4.19.3 Environmental Statement - Figure 19.3 - Agricultural Land Classification Grade Distribution - West Burton 3
APP-306	West Burton Solar Project Limited 6.4.19.4 Environmental Statement - Figure 19.4 Farm Business Occupancy
APP-307	West Burton Solar Project Limited 6.4.19.5 Environmental Statement - Figure 19.5 Predictive BMV Land Assessment
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APP-309	West Burton Solar Project Limited 7.1 Outline Construction Environmental Management Plan	
APP-310	West Burton Solar Project Limited 7.2 Outline Decommissioning Statement	
APP-311	West Burton Solar Project Limited 7.3 Outline Landscape and Ecological Management Plan	
APP-312	West Burton Solar Project Limited 7.4 Consents and Agreements Position Statement	
APP-313	West Burton Solar Project Limited 7.5 Planning Statement	
APP-314	West Burton Solar Project Limited 7.6 Design and Access Statement - Part 1 of 2	
APP-315	West Burton Solar Project Limited 7.6 Design and Access Statement - Part 2 of 2	
APP-316	West Burton Solar Project Limited 7.7 Grid Connection Statement	
APP-317	West Burton Solar Project Limited 7.8 Statutory Nuisance Statement	
APP-318	West Burton Solar Project Limited 7.9 Outline Battery Storage Safety Management Plan	
APP-319	West Burton Solar Project Limited 7.10 Outline Skills Supply Chain and Employment Plan	
APP-320	West Burton Solar Project Limited 7.11 Statement of Need	
APP-321	West Burton Solar Project Limited 7.12 Equality Impact Assessment	
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APP-323	West Burton Solar Project Limited 7.14 Outline Operational Environmental Management Plan	
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APP-327	West Burton Solar Project Limited 7.18 Information to Support a HRA	
APP-328	West Burton Solar Project Limited 7.19 Water Framework Directive Assessment	
Adequacy of Consultation Representation		
AoC-001	Cambridge County Council	Adequacy of Consultation
AoC-002	City of Lincoln Council	Adequacy of Consultation
AoC-003	Derbyshire County Council	Adequacy of Consultation

AoC-004	East Lindsey District Council	Adequacy of Consultation
AoC-005	Lincolnshire County Council	Adequacy of Consultation
AoC-006	Newark and Sherwood District Council	Adequacy of Consultation
AoC-007	Norfolk County Council	Adequacy of Consultation
AoC-008	North East Lincolnshire Council	Adequacy of Consultation
AoC-009	North Kesteven District Council	Adequacy of Consultation
AoC-010	North Lincolnshire Council	Adequacy of Consultation
AoC-011	Nottinghamshire County Council	Adequacy of Consultation
AoC-012	Peterborough City Council	Adequacy of Consultation
AoC-013	West Lindsey District Council	Adequacy of Consultation
AoC-014	West Lindsey District Council - 7000 Acres	Adequacy of Consultation
Relevant Representations		
RR-001	7000 Acres	
RR-002	Adam Boucher-Walker	
RR-003	Adam Sissons	
RR-004	Adrian Saddler	
RR-005	Adrienne Hazel Longmore	
RR-006	Alan Gosling	
RR-007	Alasdair Duncan Munro	
RR-008	Alasdair James Broadbent	
RR-009	Alastair Steven Asa Jones	
RR-010	Alison Wood	
RR-011	Allison Eager	
RR-012	Andrew Cawkwell	
RR-013	Andrew Hancocks	
RR-014	Andrew John Carr	
RR-015	Andrew Johnson	
RR-016	Andrew Lord	
RR-017	Andrew Peter Hewes	
RR-018	Anglian Water Services Limited	
RR-019	Anna Leckey	
RR-020	Anne Elizabeth Emerson	
RR-021	Anne Parkin	
RR-022	Anthony Edward Fields	
RR-023	Anthony Grice	

RR-024	Anthony Price
RR-025	Barbara Doughty
RR-026	Ben Bushby
RR-027	Ben Clark
RR-028	Bethan Godley
RR-029	Brampton Village Parish Meeting
RR-030	Brattleby Parish Council
RR-031	Broxholme Parish Meeting
RR-032	Cadent Gas Limited
RR-033	Canal & River Trust
RR-034	Carol Lynn Harrison
RR-035	Carol Montgomery
RR-036	Caroline Connell
RR-037	Carolyn Anne Wilson
RR-038	Catrin Fieldson
RR-039	Charles Guy Anthony Casswell
RR-040	Cheryl Felix
RR-041	Chris Milner
RR-042	Chris Sneath
RR-043	Christina Gemmell
RR-044	Christine Durning
RR-045	Christine Elizabeth Larkin
RR-046	Christine Warren
RR-047	Christopher Brown
RR-048	Christopher Childs
RR-049	Christopher Horsman
RR-050	Christopher Ivan Matthews
RR-051	Claire Louise Cooper
RR-052	Claire Thomson
RR-053	Clare Bruffton
RR-054	Clare Ella
RR-055	Cllr Richard Butroid
RR-056	Dave Cant
RR-057	Dave Laing
RR-058	David Allerston
RR-059	David Beech
RR-060	David Blanchard
RR-061	David Davies
RR-062	David Derex Grahame
RR-063	David Hunt
RR-064	David Kirton
RR-065	David Lunt
RR-066	David Swayne
RR-067	David Turnock
RR-068	Deborah Johnson
RR-069	Derek Rose
RR-070	Diane Ayres
RR-071	Diane Lazell

RR-072	Doreen Albone
RR-073	Dr Rodney May
RR-074	Dr Terence David Organ
RR-075	Drew Mitchell
RR-076	E C Morgan
RR-077	EDF Energy (Thermal Generation) Limited
RR-078	Elaine Stiles
RR-079	Eleonore Middleton
RR-080	Elizabeth Allan
RR-081	Elizabeth Anne Showell
RR-082	Elizabeth Clare Garbutt
RR-083	Elizabeth Murray
RR-084	Elizabeth Oakley
RR-085	Elizabeth Scott
RR-086	Emma Bailey
RR-087	Emma Hill
RR-088	Emma Kimberley
RR-089	Emma Othmen
RR-090	Environment Agency
RR-091	Fillingham Parish Meeting
RR-092	Finlay Aitken
RR-093	Forestry Commission
RR-094	Francis Wolfe
RR-095	Frank Brufton
RR-096	Frank Donaldson
RR-097	Frank Edward Powell
RR-098	Freddie Chambers
RR-099	Gary Herbert Davey
RR-100	Gary Rothwell
RR-101	Gaynor Marise Collins
RR-102	Geoffrey Middleton
RR-103	Geoffrey Turner
RR-104	George Roworth
RR-105	George William Wood Capes
RR-106	Gidlow
RR-107	Giles Walter
RR-108	Giles Walter
RR-109	Gillian Park
RR-110	Gillian Stonham
RR-111	Gordon Edward Allen
RR-112	Graham Ian Worthington
RR-113	Gregory Airey
RR-114	Guy Hodgkinson
RR-115	Hannah Lockwood-Geck
RR-116	Harriet Currie
RR-117	Harry Waudby
RR-118	Hazel Susan Hutton
RR-119	Heather Frier

RR-120	Helen Mckibbens
RR-121	Helen Mitchell
RR-122	Helen Saxby
RR-123	Historic England
RR-124	Holly Adams
RR-125	Ian Birch
RR-126	Ian Dovey
RR-127	Jacqueline Beetenson
RR-128	Jakki Wetherall
RR-129	James Allan
RR-130	James Alldritt
RR-131	James Allison
RR-132	James Arden
RR-133	James Gallagher
RR-134	James Gemmell
RR-135	James Hayton
RR-136	James Townend
RR-137	Jane Cox
RR-138	Janet Davies
RR-139	Janet Dover
RR-140	Janet Kay Drake
RR-141	Janet Keown
RR-142	Janice Waudby
RR-143	Jennifer Ives
RR-144	Jennifer Mary Williams
RR-145	Jeremy Hutchinson
RR-146	Jeremy Paul Fieldsend
RR-147	Jill Cowley
RR-148	Jo Folkes
RR-149	Joan Snowden
RR-150	Joan Sykes
RR-151	Joanna Favill
RR-152	Joanne Cort
RR-153	John Arnold Hallam
RR-154	John Cole
RR-155	John Montgomery
RR-156	John Parkin
RR-157	John Perkins
RR-158	John Rouse
RR-159	John W Collier
RR-160	Jonathan Waudby
RR-161	Joseph Henry Creswell
RR-162	Joshua Hedley
RR-163	Joyce Bell
RR-164	Judith Lockwood
RR-165	Julia Alldritt
RR-166	Julia I Vipond
RR-167	Julian Nowell

RR-168	Julian Plews
RR-169	Julie Elizabeth Mitchell
RR-170	Karen Salter
RR-171	Kate Mckee
RR-172	Kate Skelton
RR-173	Katharine McIlroy
RR-174	Katherine Powell
RR-175	Katrina Morton
RR-176	Kay Airey
RR-177	Kenneth John Beecher
RR-178	Kexby Parish Council
RR-179	Knaith Parish Council
RR-180	Kym Wood
RR-181	Lanpro Services
RR-182	Laura Butt
RR-183	Laura Emma Rothwell
RR-184	Laura Hoggard
RR-185	Lesley Elisabeth Worth
RR-186	Liam Hill
RR-187	Licelle Jane Parker
RR-188	Lincolnshire County Council
RR-189	Linda Norris
RR-190	Linda Wiggins
RR-191	Lindsay Lewis
RR-192	Lorraine Broadbent
RR-193	Lorraine Hardy
RR-194	Lorraine Leese
RR-195	Louise Botto
RR-196	Lynda D Martin
RR-197	Lynne Standley
RR-198	Lynne Tyers
RR-199	Lynne Warner
RR-200	Maisie Thomson-Whitehouse
RR-201	Malcolm Peden
RR-202	Margaret Fields
RR-203	Margaret Hudson
RR-204	Margaret Plumtree
RR-205	Margaret Rose Martin
RR-206	Marie Holderness
RR-207	Mark Edgar
RR-208	Mark Linley
RR-209	Mark Luther Hutton
RR-210	Mark Prior
RR-211	Mark Wardle
RR-212	Martin Brown
RR-213	Marton & Gate Burton Parish Council
RR-214	Martyn Allen
RR-215	Mary Lynne Foster

RR-216	Matthew Ealam
RR-217	Matthew James Parker
RR-218	Maureen Ann Allen
RR-219	Michael Butt
RR-220	Michael James Dover
RR-221	Michael John Chamberlain
RR-222	Michael John Hare
RR-223	Michelle Cassidy
RR-224	Mr Eric Steel
RR-225	Mr Keith Dunkinson
RR-226	Mrs S E Gray
RR-227	Mrs Sheila Joan Tymoszczuk
RR-228	Ms Susan Penny Brennan
RR-229	Nancy Tatham
RR-230	National Grid Electricity Distribution (East Midlands) plc
RR-231	National Grid Electricity Transmission plc
RR-232	National Highways
RR-233	Natural England
RR-234	Neil Elliott
RR-235	Nest Susan Lumsden
RR-236	Network Rail Infrastructure Limited
RR-237	Nial Hill
RR-238	Nicholas Hill
RR-239	Nicholas Mapstone
RR-240	Nicola Marsh
RR-241	Nicoya Palastanga
RR-242	Nigel John Sneath
RR-243	North Kesteven District Council
RR-244	Pam Duncan
RR-245	Parochial Church Council of the Parish of Stow-with-Sturton
RR-246	Patricia Hammond
RR-247	Patricia Mitchell
RR-248	Patricia Morwenna Christopher
RR-249	Paul Shand
RR-250	Paul White
RR-251	Paul Wray
RR-252	Pauline Ann Chester
RR-253	Pauline Lancaster
RR-254	Pauline Margery Organ
RR-255	Peter H M Martin
RR-256	Peter Lazell
RR-257	Peter Martin
RR-258	Phil Palastanga
RR-259	Philip Bartle
RR-260	Philip Harrison
RR-261	Philip Hodgkinson
RR-262	Philip Taylor
RR-263	Phillipa Jones

RR-264	Rachael White
RR-265	Raimondas Padlipskas
RR-266	Raymond Parnell
RR-267	Raymond Stansfield
RR-268	Rebecca Allen
RR-269	Rebecca Wakefield
RR-270	Rebekah Spowage
RR-271	Richard Farley
RR-272	Richard Green
RR-273	Richard Whiting
RR-274	Richard Wilkins
RR-275	Robert Adams
RR-276	Robert Cort
RR-277	Robert Keown
RR-278	Robert Leese
RR-279	Robin Randle Charleston
RR-280	Robyn Broughton
RR-281	Rodger Brownlow
RR-282	Ronald Gore
RR-283	Rosemary Ward
RR-284	Roy Clegg
RR-285	S M Craft
RR-286	Sally Birch
RR-287	Sally Cottle
RR-288	Sally Elizabeth Johnson
RR-289	Sally Elliott
RR-290	Sallyann Constable
RR-291	Samantha Curtis
RR-292	Samantha East
RR-293	Samuel Rawding
RR-294	Sandra Blanchard
RR-295	Sarah Fahy
RR-296	Sarah Machin
RR-297	Saxilby Nature Project
RR-298	Saxilby Public Recreation Ground Charity Charity No 521978
RR-299	Saxilby with Ingleby Parish Council
RR-300	Scampton Parish Council Lincolnshire
RR-301	Shelley Rapley
RR-302	Simon Breeze
RR-303	Simon Gregory
RR-304	Simon Hunter
RR-305	Simon Jeremy Parker
RR-306	Simon Nicholas Stanton Stiles
RR-307	Simon Skelton
RR-308	SNSE Ltd
RR-309	SNSD Ltd
RR-310	Solar Campaign Alliance
RR-311	Sophie Dhokia

RR-312	Stephen Charles Constable
RR-313	Stephen Hollinworth
RR-314	Stephen Machin
RR-315	Stephen Spence
RR-316	Steven Day
RR-317	Steven Neal
RR-318	Steven Rose
RR-319	Stow Parish Council
RR-320	Stuart James Menzies
RR-321	Sturton and Stow Neighbourhood Planning Group
RR-322	Sturton by Stow Parish Council
RR-323	Sue Round
RR-324	Sue Smith
RR-325	Susan Diane Bingham
RR-326	Susan Lee Chong
RR-327	Susan Moody
RR-328	Susan North
RR-329	T Noy
RR-330	Teresa Minucci
RR-331	The British Horse Society
RR-332	The Lewin Household
RR-333	Tillbridge Solar Limited
RR-334	Timothy Leckey
RR-335	Tom Boast
RR-336	Tomkins family
RR-337	Tracey Gjertsen
RR-338	Tracy Adderley
RR-339	Tracy Wilkins
RR-340	Trevor Edwards
RR-341	UK Health Security Agency
RR-342	United Kingdom Atomic Energy Authority
RR-343	Vanda Colman
RR-344	Victoria Hunter
RR-345	Victoria Quittenton
RR-346	Vivienne Lewis
RR-347	Weightmans LLP
RR-348	Wendy Myers
RR-349	Wendy Rose
RR-350	West Lindsey District Council
RR-351	Witham & Humber IDB
Procedural Decisions and Notifications from the Examining Authority	
PD-001	Section 55 Checklist
PD-002	Notification of Decision to Accept Application
PD-003	Section 51 advice to the Applicant
PD-004	Notification of the appointment of the Examining Authority
PD-005	Rule 6 Letter - Notification of the preliminary meeting and matters to be discussed

PD-006	Rule 9 Letter - Procedural decision to adjourn the Preliminary Meeting and delay the start of Examination	
PD-007	Rule 6 - Notification of the resumed Preliminary Meeting	
PD-008	Rule 8 Letter - Notification of timetable for the Examination	
PD-009	Examining Authority's written questions and requests for information (ExQ1)	
PD-010	Rule 17 letter - Request for further information from Applicant regarding notification of intention to submit a change request	
PD-011	Rule 8(3) and 9 Letter	
PD-012	Examining Authority's Proposed Provision Checklist for Change Request 19 January 2024	
PD-013	Rule 8(3), 9 and 13 letter	
PD-014	Examining Authority's Second Written Questions (ExQ2)	
PD-015	Rule 13 - Notification of Hearings and Other Procedural Decisions	
PD-016	The Examining Authority's Schedule of Changes to the draft Development Consent Order	
PD-017	Request for Further Information - Rule 17	
PD-018	Request for Further Information - Rule 17	
PD-019	Notification of completion of the Examining Authority's Examination	
Additional Submissions		
AS-001	West Burton Solar Project Limited	Applicant Response to s51 Advice – Crossing Schedule Revision A
AS-002	West Burton Solar Project Limited	Applicant's Response to s51 Advice – Crown Land Plan Revision A
AS-003	West Burton Solar Project Limited	Applicant's Response to s51 Advice - Works Plans Revision A
AS-004	West Burton Solar Project Limited	Applicant's Response to s51 Advice – Environmental Statement Appendix 5.1 Site Selection Assessment Revision A
AS-005	West Burton Solar Project Limited	Applicant's Response to s51 Advice – Application Form: Guide to the Application Revision A
AS-006	West Burton Solar Project Limited	Applicant's Response to s51 Advice - Land Plan Revision A
AS-007	West Burton Solar Project Limited	Applicant's Response to s51 Advice – Pre-Examination Response to Section 51 Advice and Comments of the Planning Inspectorate: Cover Letter
AS-008	Health and Safety Executive	Additional Submission received during Pre-Examination accepted at the discretion of the Examining Authority

AS-009	Tony Fields	Additional Submission received during Pre-Examination accepted at the discretion of the Examining Authority
AS-010	Trent Valley Internal Drainage Board	Additional Submission accepted at the discretion of the Examining Authority - Consultation feedback and plan showing the project boundary
AS-011	Richard Farley	Additional Submission received during Pre-Examination accepted at the discretion of the Examining Authority
AS-012	Richard Whiting	Additional Submission received during Pre-Examination accepted at the discretion of the Examining Authority
AS-013	West Burton Solar Project Limited	Additional Submission - Accepted at the discretion of Examining Authority - Applicant's intention to submit change request
AS-014	Dr Rodney May	Additional Submission received during Pre-Examination accepted at the discretion of the Examining Authority
AS-015	Mark Wardle	Additional Submission received during Pre-Examination accepted at the discretion of the Examining Authority
AS-016	Derek Moffatt	Additional Submissions from non-Interested Parties
AS-017	Mary Cavill	Additional Submissions from non-Interested Parties
AS-018	Alison Dudley	Additional Submissions from non-Interested Parties
AS-019	Victoria White	Additional Submissions from non-Interested Parties
AS-020	Katharine Mcllroy	Additional Submissions from non-Interested Parties
AS-021	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB1.3 E Guide to the Application Revision E (Change Application Version)
AS-022	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB2.1 A Location Plan Revision A (Change Application Version)
AS-023	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB2.1 A Location Plan Revision A (Change Application Version) Tracked

AS-024	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB2.11 B Streets Plan Revision B (Change Application Version)
AS-025	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB2.11 B Streets Plan Revision B (Change Application Version) Tracked
AS-026	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB2.2 B Land Plan Revision B (Change Application Version)
AS-027	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB2.2 B Land Plan Revision B (Change Application Version) Tracked
AS-028	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB2.3 C Works Plan Revision C (Change Application Version)
AS-029	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB2.3 C Works Plan Revision C (Change Application Version) Tracked
AS-030	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB2.4 B Public Rights of Way Plan Revision B (Change Application Version)
AS-031	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB2.4 B Public Rights of Way Plan Revision B (Change Application Version) Tracked
AS-032	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB2.5 A Access Plan Revision A (Change Application Version)
AS-033	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB2.5 A Access Plan Revision A (Change Application Version) Tracked

AS-034	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB2.7 A Ecology and Nature Conservation Features Plan Revision A (Change Application Version)
AS-035	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB2.7 A Ecology and Nature Conservation Features Plan Revision A (Change Application Version) Tracked
AS-036	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB2.9 A Important Hedgerows Plan Revision A (Change Application Version)
AS-037	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB2.9 A Important Hedgerows Plan Revision A (Change Application Version) Tracked
AS-038	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB3.1 D Draft Development Consent Order Revision D (Change Application Version)
AS-039	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB3.1 D Draft Development Consent Order Revision D (Change Application Version) Tracked
AS-040	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB3.2 B Explanatory Memorandum Revision B (Change Application Version)
AS-041	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB3.2 B Explanatory Memorandum Revision B (Change Application Version) Tracked
AS-042	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB4.1 A Statement of Reasons Revision A (Change Application Version)
AS-043	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change

		Request Application 19 January 2024 – WB4.1 A Statement of Reasons Revision A (Change Application Version) Tracked
AS-044	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB4.2 A Funding Statement Revision A (Change Application Version)
AS-045	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB4.2 A Funding Statement Revision A (Change Application Version) Tracked
AS-046	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB4.3 D Book of Reference Revision D (Change Application Version)
AS-047	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB4.3 D Book of Reference Revision D (Change Application Version) Tracked
AS-048	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB6.3.14.1 B ES Appendix 14.1 Transport Assessment Revision B (Change Application Version)
AS-049	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB6.3.14.1 B ES Appendix 14.1 Transport Assessment Revision B (Change Application Version) Tracked
AS-050	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB6.3.14.2 C ES Appendix 14.2 CTMP Revision C (Change Application Version)
AS-051	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB6.3.14.2 C ES Appendix 14.2 CTMP Revision C (Change Application Version) Tracked
AS-052	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 –

		WB6.3.14.3 C ES Appendix 14.3 PROWMP Revision C
AS-053	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB6.3.14.3 C ES Appendix 14.3 PROWMP Revision C (Change Application Version) Tracked
AS-054	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB7.3 C Outline Landscape and Ecological Management Plan Revision C (Change Application Version)
AS-055	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB7.3 C Outline Landscape and Ecological Management Plan Revision C (Change Application Version) Tracked
AS-056	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB9.2 Change Application and Consultation Report
AS-057	West Burton Solar Project Limited	Additional Submission accepted at the discretion of the Examining Authority - Applicant's Change Request Application 19 January 2024 – WB9.3 Supporting Environmental Information Report
AS-058	Richard Gill	Additional Submission from a non-Interested Party accepted at the discretion of the Examining Authority
AS-059	Environment Agency	Additional Submission accepted at the discretion of the Examining Authority – Written Position from the Environment Agency in lieu of attendance at Issue Specific Hearing 3
AS-060	Sue Bingham	Additional Submission accepted at the discretion of the Examining Authority
AS-061	Mark Wardle	Additional Submissions accepted at the discretion of the ExA
AS-062	Victoria White	Additional Submission from a non-Interested Person accepted at the discretion of the ExA
AS-063	Neil Elliot	Additional Submissions accepted at the discretion of the ExA
AS-064	7000 Acres	Additional Submissions accepted at the discretion of the ExA
AS-065	Mrs C Fieldson	Additional Submission accepted at the discretion of the Examining Authority

AS-066	United Kingdom Atomic Energy Authority	Additional Submission accepted at the discretion of the Examining Authority representation from UKAEA regarding protective provisions
AS-067	Catherine Malcolm	Additional Submission from a non Interested Party accepted at the discretion of the Examining Authority
AS-068	Iain Tatam	Additional Submission from a non Interested Party accepted at the discretion of the Examining Authority
AS-069	Christine Warren	Additional Submissions accepted at the discretion of the Examining Authority
AS-070	Christine Hogg	Additional Submission from a non Interested Party accepted at the discretion of the Examining Authority
AS-071	Mark Bagshaw	Additional Submission from a non Interested Party accepted at the discretion of the Examining Authority
AS-072	Michael Johnson	Additional Submission from a non Interested Party accepted at the discretion of the Examining Authority
AS-073	Sylvia Bone	Additional Submission from a non Interested Party accepted at the discretion of the Examining Authority
AS-074	Tracey Pedan	Additional Submission from a non Interested Party accepted at the discretion of the Examining Authority
AS-075	Raymond Stansfield	Additional Submissions accepted at the discretion of the Examining Authority
AS-076	Stephen Hogg	Additional Submission from a non Interested Party accepted at the discretion of the Examining Authority
AS-077	Catrin Fieldson	Additional Submission accepted at the discretion of the ExA
Events and Hearings		
Preliminary Meeting – 07 September 2023		
EV-001	Updated Preliminary Meeting Agenda	
EV-003	Recording of Preliminary Meeting 1 – Part 1 – 7 September 2023	
EV-004	Transcript of Preliminary Meeting 1 – Part 1 – 7 September 2023 This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event	
EV-005	Recording of Preliminary Meeting 1 – Part 2 – 7 September 2023	
EV-006	Transcript of Preliminary Meeting 1 – Part 2 – 7 September 2023 This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to	

	text and is unedited. The video recording remains as the primary record of the event
EV-007	Recording of Preliminary Meeting 1 – Part 3 – 7 September 2023
EV-008	Transcript of Preliminary Meeting 1 – Part 3 – 7 September 2023 This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event
EV-009	Recording of Resumed Preliminary Hearing – 8 November 2023
EV-010	Transcript of Resumed Preliminary Hearing – 8 November 2023 This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event.
Open Floor Hearing – 8 November 2023	
EV-011	Open Floor Hearing 1 Agenda
EV-012	Recording of Open Floor Hearing 1 (OFH1) – Part 1 – 8 November 2023
EV-013	Transcript of Open Floor Hearing 1 (OFH1) – Part 1 – 8 November 2023 This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event.
EV-014	Recording of Open Floor Hearing 1 (OFH1) – Part 2 – 8 November 2023
EV-015	Transcript of Open Floor Hearing 1 (OFH1) – Part 2 – 8 November 2023 This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event.
Issue Specific Hearing 1 – 9 November 2023	
EV-016a	Agenda for Issue Specific Hearing 1 on 09 November 2023
EV-016	Recording of Issue Specific Hearing 1 – Part 1 – 9 November 2023
EV-017	Transcript of Issue Specific Hearing 1 – Part 1 – 9 November 2023 This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event.
EV-018	Recording of Issue Specific Hearing 1 – Part 2 – 9 November 2023
EV-019	Transcript of Issue Specific Hearing 1 – Part 2 – 9 November 2023 This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event.
EV-020	Recording of Issue Specific Hearing 1 – Part 3 – 9 November 2023

EV-021	Transcript of Issue Specific Hearing 1 – Part 3 – 9 November 2023 This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event.
EV-022	Recording of Issue Specific Hearing 1 – Part 4 – 9 November 2023
EV-023	Transcript of Issue Specific Hearing 1 – Part 4 – 9 November 2023 This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event.
EV-024	Issue Specific Hearing 1 Thursday 9 November 2023 Action Points
Issue Specific Hearing 2 – 23 January 2024	
EV-026	Agenda for Issue Specific Hearing 2 on 23 January 2024
EV-030	Recording of Issue Specific Hearing 2 (ISH2) – Part 1 – 23 January 2024
EV-031	Transcript of Issue Specific Hearing 2 (ISH2) – Part 1 – 23 January 2024 This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event
EV-032	Issue Specific Hearing 2 (ISH2) – Part 2 – 23 January 2024
EV-033	Transcript of Issue Specific Hearing 2 (ISH2) – Part 2 – 23 January 2024 This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event
EV-056	Action Points from Issue Specific Hearing 2 - 23 January 2024
Open Floor Hearing 2 – 24 January 2024	
EV-027	Agenda for Open Floor Hearing 2 on 24 January 2024
EV-034	Recording of Open Floor Hearing 2 (OFH2) – 24 January 2024
EV-035	Transcript of Open Floor Hearing 2 (OFH2) – 24 January 2024 This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event
Site Inspections – 6 September 2023	
EV-025	Note of Unaccompanied Site Inspection - 6 September 2023
Issue Specific Hearing 3 – 7 February 2024	
EV-028	Agenda for Issue Specific Hearing 3 on 07 February 2024
EV-041	Issue Specific 3 on Environmental Matters Wednesday 7 February 2024 – Updated Agenda

EV-043	Recording of Issue Specific Hearing 3 (ISH3) – Part 1 – 7 February 2024
EV-044	Transcript of Issue Specific Hearing 3 (ISH3) – Part 1 – 7 February 2024 This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event
EV-045	Recording of Issue Specific Hearing 3 (ISH3) – Part 2 – 7 February 2024
EV-046	Transcript of Issue Specific Hearing 3 (ISH3) – Part 2 – 7 February 2024 This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event
EV-047	Recording of Issue Specific Hearing 3 (ISH3) – Part 3 – 7 February 2024
EV-048	Transcript of Issue Specific Hearing 3 (ISH3) – Part 3 – 7 February 2024 This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event
EV-049	Recording of Issue Specific Hearing 3 (ISH3) – Part 4 – 7 February 2024
EV-050	Transcript of Issue Specific Hearing 3 (ISH3) – Part 4 – 7 February 2024 This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event
EV-059	Action Points from Issue Specific Hearing 3 - 7 February 2024
Issue Specific Hearing 4 – 8 February 2024	
EV-029	Agenda for Issue Specific Hearing 4 on 08 February 2024
EV-042	Issue Specific 4 on Environmental Matters Thursday 8 February 2024– Updated Agenda
EV-051	Recording of Issue Specific Hearing 4 (ISH4) – Part 1 – 8 February 2024
EV-052	Transcript of Issue Specific Hearing 4 (ISH4) – Part 1 – 8 February 2024 This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event
EV-053	Recording of Issue Specific Hearing 4 (ISH4) – Part 2 – 8 February 2024

EV-054	Transcript of Issue Specific Hearing 4 (ISH4) – Part 2 – 8 February 2024 This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event
EV-058	Action Points from Issue Specific Hearing 4 - 8 February 2024
Compulsory Acquisition Hearing 1 – 6 February 2024	
EV-036	Agenda for Compulsory Acquisition Hearing on 6 February 2024
EV-037	Recording of Compulsory Acquisition Hearing 1 (CAH1) – Part 1 – 6 February 2024
EV-038	Transcript of Compulsory Acquisition Hearing 1 (CAH1) – Part 1 – 6 February 2024 This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event
EV-039	Recording of Compulsory Acquisition Hearing 1 (CAH1) – Part 2 – 6 February 2024
EV-040	Transcript of Compulsory Acquisition Hearing 1 (CAH1) – Part 2 – 6 February 2024 This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event
EV-057	Action Points from Compulsory Acquisition Hearing 1 - 6 February 2024
Site Inspections – 24 and 25 January 2024	
EV-055	Note of Unaccompanied Site Inspection - 24 and 25 January 2024
Issue Specific Hearing 5 – 13 March 2024	
EV-060	Agenda for Issue Specific Hearing 5 Wednesday 13 March 2024
EV-061	Recording of Issue Specific Hearing 5 (ISH5) – Part 1 – 13 March 2024
EV-062	Transcript of Issue Specific Hearing 5 (ISH5) – Part 1 – 13 March 2024 This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event.
EV-063	Recording of Issue Specific Hearing 5 (ISH5) – Part 2 – 13 March 2024
EV-064	Transcript of Issue Specific Hearing 5 (ISH5) – Part 2 – 13 March 2024 This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event.
EV-065	Recording of Issue Specific Hearing 5 (ISH5) – Part 3 – 13 March 2024
EV-066	Transcript of Issue Specific Hearing 5 (ISH5) – Part 3 – 13 March 2024 This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to

	text and is unedited. The video recording remains as the primary record of the event.	
EV-067	Recording of Issue Specific Hearing 5 (ISH5) – Part 4 – 13 March 2024	
EV-068	Transcript of Issue Specific Hearing 5 (ISH5) – Part 4 – 13 March 2024 This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event.	
EV-069	Action Points from Issue Specific Hearing 5 - 13 March 2024	
Issue Specific Hearing 6 - Compulsory Acquisition Hearing 2 - Open Floor Hearing 3 - 23 April 2024		
EV-070	Hearing Agenda for ISH6, CAH2 and OFH3 – 23 April 2024	
EV-071	Recording of Issue Specific Hearing 6 (ISH6), Compulsory Acquisition Hearing 2 (CAH2), Open Floor Hearing 3 (OFH3) – 23 April 2024	
EV-072	Transcript of Issue Specific Hearing 6 (ISH6), Compulsory Acquisition Hearing 2 (CAH2), Open Floor Hearing 3 (OFH3) – 23 April 2024 This document is intended to assist Interested Parties, it is not verbatim. The content is produced using artificial intelligence voice to text and is unedited. The video recording remains as the primary record of the event.	
Representations		
Procedural Deadline A – 31 August 2023 Deadline for receipt by the ExA of: <ul style="list-style-type: none"> • Written submissions on the Examination Procedure, including the draft Examination Timetable • Requests to be heard orally at the Preliminary Meeting • Requests to be heard at Open Floor Hearing 1 		
PDA-001	West Burton Solar Limited	Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable
PDA-002	West Lindsey District Council	Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable
PDA-003	7000 Acres	Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable
PDA-004	Adam Sissons	Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable
PDA-005	Adrienne Longmore	Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable

PDA-006	Alison Wood	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>
PDA-007	Andrew Ayres	<u>Procedural Deadline A Submission – Submission from non-Interested Party accepted at the discretion of the Examining Authority – Other</u>
PDA-008	Andrew Johnson	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>
PDA-009	Anna Leckely	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>
PDA-010	Canal & River Trust	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>
PDA-011	Carol Gilbert	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>
PDA-012	Catrin Fieldson	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>
PDA-013	Cheryl Felix	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>
PDA-014	Clare Ella	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>
PDA-015	Cllr E Bailey	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>
PDA-016	David Beech	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>
PDA-017	Doreen Albone	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>

PDA-018	Dorne Johnson	<u>Procedural Deadline A Submission – Submission from non-Interested Party accepted at the discretion of the Examining Authority – Other</u>
PDA-019	Dr JL and Mrs AM Parkin	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>
PDA-020	Dr N. Peirson	<u>Procedural Deadline A Submission – Submission from non-Interested Party accepted at the discretion of the Examining Authority – Written Submission on the Examination Procedure including the Examination Timetable</u>
PDA-021	Drew C Mitchell	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>
PDA-022	Elaine Stiles	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>
PDA-023	Eleanor Broadbent	<u>Procedural Deadline A Submission – Submission from non-Interested Party accepted at the discretion of the Examining Authority – Written Submission on the Examination Procedure including the Examination Timetable</u>
PDA-024	Emma Bailey	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>
PDA-025	Frank Powell	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>
PDA-026	Gaynor Collins	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>
PDA-027	Geoffrey Turner	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>
PDA-028	Gillian Stonham	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>

PDA-029	Helen Mitchell	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>
PDA-030	Helen Mitchell	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>
PDA-031	Historic England	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>
PDA-032	Jeff Summers	<u>Procedural Deadline A Submission – Submission from non-Interested Party accepted at the discretion of the Examining Authority – Written Submission on the Examination Procedure including the Examination Timetable</u>
PDA-033	Jill Cowan	<u>Procedural Deadline A Submission – Submission from non-Interested Party accepted at the discretion of the Examining Authority – Written Submission on the Examination Procedure including the Examination Timetable</u>
PDA-034	John Perkins	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>
PDA-035	Jon Scourse	<u>Procedural Deadline A Submission – Submission from non-Interested Party accepted at the discretion of the Examining Authority – Written Submission on the Examination Procedure including the Examination Timetable</u>
PDA-036	Julian Plews	<u>Procedural Deadline A Submission – Submission from non-Interested Party accepted at the discretion of the Examining Authority – Written Submission on the Examination Procedure including the Examination Timetable</u>
PDA-037	Kexby Parish Council	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>

PDA-038	Lincolnshire County Council	Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable
PDA-039	Liz Garbutt	Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable
PDA-040	Lorraine Hardy	Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable
PDA-041	M J Dover	Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable
PDA-042	Mark Prior	Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable
PDA-043	Mark Wardle	Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable
PDA-044	Martin Brown	Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable
PDA-045	Marton and Gate Burton Parish Council	Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable
PDA-046	Mick Chamberlain	Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable
PDA-047	Pat Mitchell	Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable
PDA-048	Pam Duncan	Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable
PDA-049	Patricia A Mitchell	Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable
PDA-050	Peri Hepburn	Procedural Deadline A Submission – Submission from non-Interested Party accepted

		<u>at the discretion of the Examining Authority – Written Submission on the Examination Procedure including the Examination Timetable</u>
PDA-051	Ray Stansfield	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>
PDA-052	Ron Gore	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>
PDA-053	Sally Constable	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>
PDA-054	Shelley Rapley	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>
PDA-055	Simon Skelton	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>
PDA-056	Simon Skelton	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>
PDA-057	Simon Stiles	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>
PDA-058	Sue Bingham	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>
PDA-059	Tracy Adderley	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>
PDA-060	Wendy & William Rose	<u>Procedural Deadline A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable</u>

Procedural Deadline B – 31 October 2023

Deadline for receipt by the ExA of:

<ul style="list-style-type: none"> Written submissions on the Examination Procedure, including the draft Examination Timetable 		
PDB-001	West Burton Solar Project Limited	Procedural Deadline B Submission – Written Submission on the draft Examination Timetable
PDB-002	West Lindsey District Council	Procedural Deadline B Submission – Written Submission on the draft Examination Timetable
PDB-003	7000 Acres	Procedural Deadline B Submission – Written Submission on the draft Examination Timetable
PDB-004	Adam Sissons	Procedural Deadline B Submission – Written Submission on the draft Examination Timetable
PDB-005	Cllr Emma Bailey	Procedural Deadline B Submission – Written Submission on the draft Examination Timetable
PDB-006	Drew C Mitchell	Procedural Deadline B Submission – Written Submission on the draft Examination Timetable
PDB-007	Helen Mitchel	Procedural Deadline B Submission – Written Submission on the draft Examination Timetable
PDB-008	Mark Prior	Procedural Deadline B Submission – Written Submission on the draft Examination Timetable
PDB-009	Mark Wardle	Procedural Deadline B Submission – Written Submission on the draft Examination Timetable
PDB-010	Martin Brown	Procedural Deadline B Submission – Written Submission on the draft Examination Timetable
PDB-011	P A Mitchell	Procedural Deadline B Submission – Written Submission on the draft Examination Timetable
PDB-012	Simon Skelton	Procedural Deadline B Submission – Written Submission on the draft Examination Timetable
<ul style="list-style-type: none"> Deadline 1 – 28 November 2023 <ul style="list-style-type: none"> Statements of Common Ground requested by the ExA Comments on Relevant Representations (RR) Summaries of all RR exceeding 1500 words Written summaries of oral submissions made at Open Floor Hearing 1 held on 8 November 2023 Notification by Statutory Parties of their wish to be considered as an Interested Party (IP) by the ExA Applicant’s draft itinerary for a Site Inspection Requests to be heard by interested parties at a further Open Floor Hearing Requests by Affected Persons (defined in section 59(4) of the Draft Development Consent Order Explanatory Memorandum Book of Reference Statement of Reasons Report on the interrelationships with other National Infrastructure Projects Schedule of progress regarding objections and agreements in relation to Compulsory Acquisition, Temporary Possession, other land rights and blight Schedule of progress regarding Protective Provisions and Statutory Undertakers Schedule of the latest versions of the Applicant’s submitted documents and documents to be certified Schedule of Progress towards securing other consents 		

<p>Planning Act 2008) to be heard at a Compulsory Acquisition Hearing</p> <ul style="list-style-type: none"> • Suggested locations for site inspections (Accompanied or Unaccompanied), including the reason for nomination, issues to be observed and whether the location(s) require access to private land • Applicant's updated documents – clean and tracked version showing changes since the last submitted versions of: <ul style="list-style-type: none"> • Any further information requested by ExA for this deadline 		
REP1-001	West Burton Solar Project Limited	Deadline 1 Submission - 1.3 B Guide to the Application Revision B
REP1-002	West Burton Solar Project Limited	Deadline 1 Submission - 2.11 A Streets Plan Revision A
REP1-003	West Burton Solar Project Limited	Deadline 1 Submission - 2.11 A Streets Plan Revision A (Tracked)
REP1-004	West Burton Solar Project Limited	Deadline 1 Submission - 2.3 B Works Plans Revision B
REP1-005	West Burton Solar Project Limited	Deadline 1 Submission - 2.3 B Works Plans Revision B (Tracked)
REP1-006	West Burton Solar Project Limited	Deadline 1 Submission - 3.1 A Draft Development Consent Order Revision A
REP1-007	West Burton Solar Project Limited	Deadline 1 Submission - 3.1 A Draft Development Consent Order Revision A (Tracked)
REP1-008	West Burton Solar Project Limited	Deadline 1 Submission - 4.3 A Book of Reference Revision A
REP1-009	West Burton Solar Project Limited	Deadline 1 Submission - 4.3 A Book of Reference Revision A (Tracked)
REP1-010	West Burton Solar Project Limited	Deadline 1 Submission - 6.2.23 A Summary of Significant Effects Revision A
REP1-011	West Burton Solar Project Limited	Deadline 1 Submission - 6.2.23 A Summary of Significant Effects Revision A (Tracked)
REP1-012	West Burton Solar Project Limited	Deadline 1 Submission - 6.2.7 A ES Chapter 7 Climate Change Revision A
REP1-013	West Burton Solar Project Limited	Deadline 1 Submission - 6.2.7 A ES Chapter 7 Climate Change Revision A (Tracked)
REP1-014	West Burton Solar Project Limited	Deadline 1 Submission - 6.3.14.1 A ES Appendix 14.1 Transport Assessment Revision A
REP1-015	West Burton Solar Project Limited	Deadline 1 Submission - 6.3.14.1 A ES Appendix 14.1 Transport Assessment Revision A (Tracked)

REP1-016	West Burton Solar Project Limited	Deadline 1 Submission - 6.3.14.2 A ES Appendix 14.2 Construction Traffic Management Plan
REP1-017	West Burton Solar Project Limited	Deadline 1 Submission - 6.3.14.2 A ES Appendix 14.2 Construction Traffic Management Plan (Tracked)
REP1-018	West Burton Solar Project Limited	Deadline 1 Submission - 6.3.14.3 A ES Appendix 14.3 Outline Public Rights of Way Management Plan
REP1-019	West Burton Solar Project Limited	Deadline 1 Submission - 6.3.14.3 A ES Appendix 14.3 Outline Public Rights of Way Management Plan (Tracked)
REP1-020	West Burton Solar Project Limited	Deadline 1 Submission - 6.3.9.7 A ES Appendix 9.7 Great Crested Newt Survey Report Revision A
REP1-021	West Burton Solar Project Limited	Deadline 1 Submission - 6.3.9.7 A ES Appendix 9.7 Great Crested Newt Survey Report Revision A (Tracked)
REP1-022	West Burton Solar Project Limited	Deadline 1 Submission - 6.4.4.1 A Figure 4.1 Illustrative Site Layout Plan West Burton 1 Revision A
REP1-023	West Burton Solar Project Limited	Deadline 1 Submission - 6.4.4.1 A Figure 4.1 Illustrative Site Layout Plan West Burton 1 Revision A (Tracked)
REP1-024	West Burton Solar Project Limited	Deadline 1 Submission - 6.4.4.2 A Figure 4.2 Illustrative Site Layout Plan West Burton 2 Revision A
REP1-025	West Burton Solar Project Limited	Deadline 1 Submission - 6.4.4.2 A Figure 4.2 Illustrative Site Layout Plan West Burton 2 Revision A (Tracked)
REP1-026	West Burton Solar Project Limited	Deadline 1 Submission - 6.4.8.18.1 A Figure 8.18.1 -Landscape and Ecology Mitigation and Enhancement Plan - West Burton 1
REP1-027	West Burton Solar Project Limited	Deadline 1 Submission - 6.4.8.18.1 A Figure 8.18.1 -Landscape and Ecology Mitigation and Enhancement Plan - West Burton 1 (Tracked)
REP1-028	West Burton Solar Project Limited	Deadline 1 Submission - 6.4.8.18.2 A Figure 8.18.2 -Landscape and Ecology Mitigation and Enhancement Plan - West Burton 2
REP1-029	West Burton Solar Project Limited	Deadline 1 Submission - 6.4.8.18.2 A Figure 8.18.2 -Landscape and Ecology Mitigation and Enhancement Plan - West Burton 2 (Tracked)
REP1-030	West Burton Solar Project Limited	Deadline 1 Submission - 6.4.8.18.3 A Figure 8.18.3 -Landscape and Ecology Mitigation and Enhancement Plan - West Burton 3
REP1-031	West Burton Solar Project Limited	Deadline 1 Submission - 6.4.8.18.3 A Figure 8.18.3 -Landscape and Ecology Mitigation and Enhancement Plan - West Burton 3 (Tracked)

REP1-032	West Burton Solar Project Limited	Deadline 1 Submission - 6.5 A ES Non-Technical Summary Revision A
REP1-033	West Burton Solar Project Limited	Deadline 1 Submission - 6.5 A ES Non-Technical Summary Revision A (Tracked)
REP1-034	West Burton Solar Project Limited	Deadline 1 Submission - 7.1A Outline Construction Environmental Management Plan - Revision A
REP1-035	West Burton Solar Project Limited	Deadline 1 Submission - 7.1A Outline Construction Environmental Management Plan - Revision A (Tracked)
REP1-036	West Burton Solar Project Limited	Deadline 1 Submission - 7.13A Concept Design Parameters and Principles - Revision A
REP1-037	West Burton Solar Project Limited	Deadline 1 Submission - 7.13A Concept Design Parameters and Principles - Revision A (Tracked)
REP1-038	West Burton Solar Project Limited	Deadline 1 Submission - 7.14A Outline Operational Environmental Management Plan - Revision A
REP1-039	West Burton Solar Project Limited	Deadline 1 Submission - 7.14A Outline Operational Environmental Management Plan - Revision A (Tracked)
REP1-040	West Burton Solar Project Limited	Deadline 1 Submission - 7.19A Water Framework Directive Assessment - Revision A
REP1-041	West Burton Solar Project Limited	Deadline 1 Submission - 7.19A Water Framework Directive Assessment - Revision A (Tracked)
REP1-042	West Burton Solar Project Limited	Deadline 1 Submission - 7.3A Outline Landscape and Ecological Management Plan - Revision A
REP1-043	West Burton Solar Project Limited	Deadline 1 Submission - 7.3A Outline Landscape and Ecological Management Plan - Revision A (Tracked)
REP1-044	West Burton Solar Project Limited	Deadline 1 Submission - 8.1.10 The Applicant's Responses to Additional Submissions
REP1-045	West Burton Solar Project Limited	Deadline 1 Submission - 8.1.11 Statement of Commonality
REP1-046	West Burton Solar Project Limited	Deadline 1 Submission - 8.1.12 Schedule of progress regarding objections and agreements
REP1-047	West Burton Solar Project Limited	Deadline 1 Submission - 8.1.13 Schedule of Negotiations
REP1-048	West Burton Solar Project Limited	Deadline 1 Submission - 8.1.14 Schedule of progress regarding Protective Provisions and Statutory Undertakers
REP1-049	West Burton Solar Project Limited	Deadline 1 Submission - 8.1.15 Applicant Cover Letter for Deadline 1 Submissions
REP1-050	West Burton Solar Project Limited	Deadline 1 Submission - 8.1.2 The Applicants Responses to Relevant Representations

REP1-051	West Burton Solar Project Limited	Deadline 1 Submission - 8.1.5 Written Summary of the Applicant's Oral Submissions at the Open Floor Hearing (OFH1)
REP1-052	West Burton Solar Project Limited	Deadline 1 Submission - 8.1.6 Written Summary of the Applicant's Oral Submissions & Responses to Actions at Issue Specific Hearing 1 (ISH1)
REP1-053	West Burton Solar Project Limited	Deadline 1 Submission - 8.1.7 Applicant's Proposed Viewpoint Locations for an Accompanied Site Inspection (ASI) and Draft Itinerary
REP1-054	West Burton Solar Project Limited	Deadline 1 Submission - 8.1.8 Schedule of Changes
REP1-055	West Burton Solar Project Limited	Deadline 1 Submission - 8.1.9 A Joint Report on Interrelationships - Revision A (Clean)
REP1-056	West Burton Solar Project Limited	Deadline 1 Submission - 8.1.9 A Joint Report on Interrelationships - Revision A (Tracked)
REP1-057	West Burton Solar Project Limited	Deadline 1 Submission - 8.1.9 Joint Report on Interrelationships between Nationally Significant Infrastructure Projects
REP1-058	West Burton Solar Project Limited	Deadline 1 Submission - 8.2.1 Supplementary Landscape Effects Tables
REP1-059	West Burton Solar Project Limited	Deadline 1 Submission - 8.2.2 Supplementary Visual Effects Tables
REP1-060	West Burton Solar Project Limited	Deadline 1 Submission - 8.2.3 Review of Likely Significant Effects at 60 Years
REP1-061	West Burton Solar Project Limited	Deadline 1 Submission - 8.3.1 Statement of Common Ground - Lincolnshire County Council DRAFT
REP1-062	West Burton Solar Project Limited	Deadline 1 Submission - 8.3.2 Statement of Common Ground - West Lindsey District Council DRAFT
REP1-063	West Burton Solar Project Limited	Deadline 1 Submission - 8.3.3 Statement of Common Ground - Historic England DRAFT
REP1-064	West Burton Solar Project Limited	Deadline 1 Submission - 8.3.4 Statement of Common Ground - National Highways
REP1-065	West Burton Solar Project Limited	Deadline 1 Submission - 8.3.5 Statement of Common Ground - Environment Agency DRAFT
REP1-066	West Burton Solar Project Limited	Deadline 1 Submission - 8.3.6 Statement of Common Ground - Network Rail DRAFT
REP1-067	West Burton Solar Project Limited	Deadline 1 Submission - 8.3.7 Statement of Common Ground - Natural England DRAFT
REP1-068	West Burton Solar Project Limited	Deadline 1 Submission - 8.3.8 Statement of Common Ground - Nottinghamshire CC and Bassetlaw DC DRAFT
REP1-069	West Burton Solar Project Limited	Deadline 1 Submission - 8.3.9 Statement of Common Ground - Lincolnshire Wildlife Trust DRAFT

REP1-070	West Burton Solar Project Limited	Deadline 1 Submission - 8.3.10 Statement of Common Ground - Nottinghamshire Wildlife Trust
REP1-071	West Burton Solar Project Limited	Deadline 1 Submission - 8.3.11 Statement of Common Ground - Gate Burton Energy Park, Tillbridge Solar Project and Cottam Solar Project
REP1-072	West Burton Solar Project Limited	Deadline 1 Submission - 8.3.12 Statement of Common Ground - Anglian Water DRAFT
REP1-073	West Burton Solar Project Limited	Deadline 1 Submission - 8.4.10.1 Environmental Statement Addendum - Chapter 10 - Hydrology Flood Risk and Drainage
REP1-074	West Burton Solar Project Limited	Deadline 1 Submission - 8.4.14.1 Environmental Statement Addendum - Chapter 14 - Transport and Access
REP1-075	Lincolnshire County Council	Deadline 1 Submission - Written summary of oral submissions made Representation at the Preliminary Meeting and Issue Specific Hearing 1
REP1-076	West Lindsey District Council	Deadline 1 Submission - Suggested locations for site inspections (Accompanied or Unaccompanied)
REP1-077	Fillingham Parish Meeting	Deadline 1 Submission - Written summaries of oral submissions made at Open Floor Hearing 1 held on 8 November 2023
REP1-078	Sturton by Stow Parish Council	Deadline 1 Submission - Written summaries of oral submissions made at Open Floor Hearing 1 held on 8 November 2023
REP1-079	Sturton by Stow Parish Council	Deadline 1 Submission - Suggested locations for site inspections (Accompanied or Unaccompanied)
REP1-080	Canal & River Trust	Deadline 1 Submission - Update regarding Protective Provisions and Land Agreement
REP1-081	Canal & River Trust	Deadline 1 Submission - Summaries of all RR exceeding 1500 words
REP1-082	7000 Acres	Deadline 1 Submission - Suggested locations for site inspections (Accompanied or Unaccompanied)
REP1-083	7000 Acres	Deadline 1 Submission - Summaries of all RR exceeding 1500 words
REP1-084	7000 Acres	Deadline 1 Submission - Written summaries of oral submissions made at Open Floor Hearing 1 held on 8 November 2023
REP1-085	7000 Acres	Deadline 1 Submission - Written summaries of oral submissions made at Open Floor Hearing 1 held on 8 November 2023
REP1-086	P A Mitchell	Deadline 1 Submission - Written summaries of oral submissions made at Open Floor Hearing 1 held on 8 November 2023

REP1-087	P A Mitchell	Deadline 1 Submission - Written summaries of oral submissions made at Open Floor Hearing 1 held on 8 November 2023 - Appendix A
REP1-088	P A Mitchell	Deadline 1 Submission - Written summaries of oral submissions made at Open Floor Hearing 1 held on 8 November 2023 - Appendix Aa
REP1-089	P A Mitchell	Deadline 1 Submission - Written summaries of oral submissions made at Open Floor Hearing 1 held on 8 November 2023 - Appendix B
REP1-090	P A Mitchell	Deadline 1 Submission - Written summaries of oral submissions made at Open Floor Hearing 1 held on 8 November 2023 - Attachment to Appendix B
REP1-091	P A Mitchell	Deadline 1 Submission - Written summaries of oral submissions made at Open Floor Hearing 1 held on 8 November 2023 - Appendix C
REP1-092	Adam Sissons	Deadline 1 Submission - Comments on Relevant Representations (RR)
REP1-093	Andy Johnson	Deadline 1 Submission - Suggested locations for site inspections (Accompanied or Unaccompanied)
REP1-094	Christine Warren	Deadline 1 Submission - Suggested locations for site inspections (Accompanied or Unaccompanied)
REP1-095	Helen Mitchell	Deadline 1 Submission - Comments on Relevant Representations (RR)
REP1-096	Julian Plews	Deadline 1 Submission - Comments on Relevant Representations (RR)
REP1-097	Martin Brown	Deadline 1 Submission - Written summaries of oral submissions made at Open Floor Hearing 1 held on 8 November 2023
REP1-098	Michael Dover	Deadline 1 Submission - Summaries of all RR exceeding 1500 words
REP1-099	Simon Skelton	Deadline 1 Submission - Written summary of oral submissions made Representation at the Preliminary Meeting and Issue Specific Hearing 1
REP1-100	Simon Skelton	Deadline 1 Submission - Written summaries of oral submissions made at Open Floor Hearing 1 held on 8 November 2023
REP1-101	Sue Bingham	Deadline 1 Submission - Suggested locations for site inspections (Accompanied or Unaccompanied)
REP1-102	Sue Bingham	Deadline 1 Submission - Written summaries of oral submissions made at Open Floor Hearing 1 held on 8 November 2023
REP1-103	Tracy Adderley	Deadline 1 Submission - Comments on Relevant Representations (RR)

REP1-104	Pat Mitchell	Deadline 1 Submission - Suggested locations for site inspections (Accompanied or Unaccompanied) – Late Submission accepted at the discretion of the Examining Authority
<p>Deadline 1A – 12 December</p> <p>For receipt by the Examining Authority of:</p> <ul style="list-style-type: none"> Local Impact Reports from Local Authorities Written Representations (WR) Summary of all WRs exceeding 1500 words Comments on any Additional Submissions made after the close of the Relevant Representation period. 		
REP1A-001	Lincolnshire County Council	Deadline 1A Submission – Written Representation
REP1A-002	Lincolnshire County Council	Deadline 1A Submission - Local Impact Reports from Local Authorities
REP1A-003	Nottinghamshire County Council	Deadline 1A Submission - Local Impact Reports from Local Authorities
REP1A-004	West Lindsey District Council	Deadline 1A Submission – Written Representation
REP1A-005	West Lindsey District Council	Deadline 1A Submission - Summary of all Written Representations exceeding 1500 words
REP1A-006	West Lindsey District Council	Deadline 1A Submission - Local Impact Reports from Local Authorities
REP1A-007	Environment Agency	Deadline 1A Submission - Written Representation
REP1A-008	Natural England	Deadline 1A Submission – Written Representation
REP1A-009	Natural England	Deadline 1A Submission - Summary of all Written Representations exceeding 1500 words
REP1A-010	7000 Acres	Deadline 1A – Joint Written Representation from 7000 Acres and 19 Local Parishes
REP1A-011	7000 Acres	Deadline 1A – Written Representation on Agricultural Land Classification
REP1A-012	7000 Acres	Deadline 1A – Written Representation on Battery Energy Storage System Safety Concerns
REP1A-013	7000 Acres	Deadline 1A – Written Representation on Response to Environmental Statement
REP1A-014	7000 Acres	Deadline 1A – Written Representation on Equality Impact Assessment
REP1A-015	7000 Acres	Deadline 1A – Written Representation on Executive Summary Human Health and Wellbeing

REP1A-016	7000 Acres	Deadline 1A – Written Representation on Flooding Concerns
REP1A-017	7000 Acres	Deadline 1A – Written Representation on Food Security
REP1A-018	7000 Acres	Deadline 1A – Written Representation on Human Health and Wellbeing
REP1A-019	7000 Acres	Deadline 1A – Written Representation on Land Productivity
REP1A-020	7000 Acres	Deadline 1A – Written Representation on Landscape and Visual Impact Assessment January 2023
REP1A-021	7000 Acres	Deadline 1A – Written Representation on National Policy Statements and Application of Planning requirements
REP1A-022	7000 Acres	Deadline 1A – Written Representation on noise
REP1A-023	7000 Acres	Deadline 1 Submission - Written summaries of oral submissions made at Open Floor Hearing 1 held on 8 November 2023
REP1A-024	7000 Acres	Deadline 1A – Written Representation on socio-economics and land use
REP1A-025	7000 Acres	Deadline 1A – Written Representation on Supplement to Flooding Concerns
REP1A-026	7000 Acres	Deadline 1A – Written Representation on The role of Solar in Energy Provision and Decarbonisation
REP1A-027	7000 Acres	Deadline 1A – Written Representation on Wildlife and Habitat
REP1A-028	Cadent Gas Ltd	Deadline 1A Submission – Written Representation
REP1A-029	National Grid Electricity Transmission Plc	Deadline 1A Submission - Written Representation
REP1A-030	Network Rail Infrastructure Limited	Deadline 1A Submission – Written Representation
REP1A-031	Sturton by Stow Parish Council	Deadline 1A Submission – Written Representation
REP1A-032	Uniper UK Limited	Deadline 1A Submission – Written Representation
REP1A-033	Alfred Roger Jones	Deadline 1A Submission – Submission from a non-Interested Party accepted at the discretion of the Examining Authority – Written Representation
REP1A-034	Amina Moktar on behalf of Marine Management Organisation	Deadline 1A Submission – Written Representation

REP1A-035	Amy Trakos on behalf of Marine Management Organisation	Deadline 1A Submission – Written Representation Marine Management Organisation’s position on West Burton Solar, Cottam Solar and Gate Burton Energy
REP1A-036	Andy Johnson	Deadline 1A Submission - Written submissions on the Examination Procedure, including the draft Examination Timetable
REP1A-037	Ann Alice Dunkinson	Deadline 1A Submission – Submission from a non-Interested Party accepted at the discretion of the Examining Authority – Written Representation
REP1A-038	Christine Warren	Deadline 1A Submission - Written Representation
REP1A-039	David Davies	Deadline 1A Submission - Written Representation
REP1A-040	David Owen Hindle	Deadline 1A Submission – Submission from a non-Interested Party accepted at the discretion of the Examining Authority – Written Representation
REP1A-041	David Swayne	Deadline 1A Submission - Written Representation
REP1A-042	Dr Rodney May	Deadline 1A Submission - Written Representation
REP1A-043	Frank Brufton	Deadline 1A Submission - Written Representation
REP1A-044	Gillian Park	Deadline 1A Submission - Written Representation
REP1A-045	Graeme Beattie	Deadline 1A Submission – Submission from a non-Interested Party accepted at the discretion of the Examining Authority – Written Representation
REP1A-046	Julian Plews	Deadline 1A Submission - Written Representation
REP1A-047	Karen Elvidge	Deadline 1A Submission – Submission from a non-Interested Party accepted at the discretion of the Examining Authority – Written Representation
REP1A-048	Karen Salter	Deadline 1A Submission – Written Representation
REP1A-049	Katharine McIlroy	Deadline 1A Submission – Written Representation
REP1A-050	Michael Chamberlain	Deadline 1A Submission – Written Representation
REP1A-051	Michael Dover	Deadline 1A Submission – Written Representation
REP1A-052	Michael Foster	Deadline 1A Submission – Written Representation
REP1A-053	Monica Mary Farley	Deadline 1A Submission – Submission from a non-Interested Party accepted at the discretion

		of the Examining Authority – Written Representation
REP1A-054	Mrs Nuala Margaret May	Deadline 1A Submission – Submission from a non-Interested Party accepted at the discretion of the Examining Authority – Written Representation
REP1A-055	Mrs Susan Round	Deadline 1A Submission – Written Representation
REP1A-056	Mrs Wendy Rose	Deadline 1A Submission – Written Representation
REP1A-057	Nicholas Mapstone	Deadline 1A Submission – Written Representation
REP1A-058	Peter Fieldson on behalf of Catrin Fieldson	Deadline 1A Submission – Written Representation
REP1A-059	Philip Hodgkinson	Deadline 1A Submission – Written Representation
REP1A-060	Rodge Brownlow	Deadline 1A Submission – Written Representation
REP1A-061	Roy Clegg	Deadline 1A – Written Representation on Environmental and Safety Risk from Batteries
REP1A-062	Roy Clegg	Deadline 1A – Written Representation on the Impact of EMF on Marine Life, Flora and Fauna, and Biodiversity
REP1A-063	Simon NS Stiles	Deadline 1A Submission – Written Representation
REP1A-064	Simon Skelton	Deadline 1A Submission – Written Representation
REP1A-065	The Bingham family	Deadline 1A Submission – Written Representation
REP1A-066	Tracy Adderley	Deadline 1A Submission – Written Representation
REP1A-067	William Rose	Deadline 1A Submission – Submission from a non-Interested Party accepted at the discretion of the Examining Authority – Written Representation

Deadline 2 – 5 January 2023

For receipt by the Examining Authority of:

- Comments on any submissions received by Deadline 1
- Updated Statements of Common Ground in clear and tracked changes versions
- Report on the interrelationships with other National Infrastructure Projects
- Schedule of progress regarding objections and agreements in relation to Compulsory Acquisition, Temporary

<ul style="list-style-type: none"> • Comments on the Applicant’s draft itinerary for the Site Inspection • Applicant’s updated documents – clean and tracked version showing changes since the last submitted versions of: <ul style="list-style-type: none"> • Draft Development Consent Order • Explanatory Memorandum • Book of Reference • Statement of Reasons 			<ul style="list-style-type: none"> • Possession, other land rights and blight • Schedule of progress regarding Protective Provisions and Statutory Undertakers • Schedule of the latest versions of the Applicant’s submitted documents and documents to be certified • Schedule of Progress towards securing other consents • Any further information requested by ExA for this deadline
REP2-001	West Burton Solar Project Limited	Deadline 2 Submission - Application Form Guide to the Application Revision C (Clean)	
REP2-002	West Burton Solar Project Limited	Deadline 2 Submission - Application Form Guide to the Application Revision C (Tracked)	
REP2-003	West Burton Solar Project Limited	Deadline 2 Submission - Book of Reference (Revision B) (Clean)	
REP2-004	West Burton Solar Project Limited	Deadline 2 Submission - Book of Reference (Revision B) (Tracked)	
REP2-005	West Burton Solar Project Limited	Deadline 2 Submission - Draft Development Consent Order (Revision B) (Clean)	
REP2-006	West Burton Solar Project Limited	Deadline 2 Submission - Draft Development Consent Order (Revision B) (Tracked)	
REP2-007	West Burton Solar Project Limited	Deadline 2 Submission - Explanatory Memorandum (Revision A) (Clean)	
REP2-008	West Burton Solar Project Limited	Deadline 2 Submission - Explanatory Memorandum (Revision A) (Tracked)	
REP2-009	West Burton Solar Project Limited	Deadline 2 Submission - Land South of Marton Grid Connection Options Report	
REP2-010	West Burton Solar Project Limited	Deadline 2 Submission - Report on the interrelationships with other National Infrastructure Projects (Revision B) (Clean)	
REP2-011	West Burton Solar Project Limited	Deadline 2 Submission - Report on the interrelationships with other National Infrastructure Projects (Revision B) (Tracked)	
REP2-012	West Burton Solar Project Limited	Deadline 2 Submission – Schedule of Changes (Revision A)	
REP2-013	West Burton Solar Project Limited	Deadline 2 Submission - Schedule of Negotiations Compulsory Acquisition Information Deadline 2 Revision A	
REP2-014	West Burton Solar Project Limited	Deadline 2 Submission - Schedule of progress regarding objections and agreements in relation to Compulsory Acquisition, Temporary Possession, other land rights and blight	

REP2-015	West Burton Solar Project Limited	Deadline 2 Submission - Schedule of progress regarding Protective Provisions and Statutory Undertakers
REP2-016	West Burton Solar Project Limited	Deadline 2 Submission - Statement of Commonality (Revision A) (Clean)
REP2-017	West Burton Solar Project Limited	Deadline 2 Submission - Statement of Commonality (Revision A) (Tracked)
REP2-018	West Burton Solar Project Limited	Deadline 2 Submission - Statement of Common Ground with Anglian Water (Revision A - Final) (Clean)
REP2-019	West Burton Solar Project Limited	Deadline 2 Submission - Statement of Common Ground with Anglian Water (Revision A - Final) (Tracked)
REP2-020	West Burton Solar Project Limited	Deadline 2 Submission – The Applicant’s Cover Letter for Deadline 2 Submissions
REP2-021	Canal & River Trust	Deadline 2 Submission - Comments on any submissions received by Deadline 1
REP2-022	Canal & River Trust	Deadline 2 Submission – Comments on any submission received by Deadline 1 – Protective Provisions
REP2-023	Marine Management Organisation	Deadline 2 Submission - Comments on any submissions received by Deadline 1
Deadline 3 – 9 January 2024		
For receipt by the Examining Authority of:		
<ul style="list-style-type: none"> • Responses to the ExA’s First Written Questions 		
REP3-001	West Burton Solar Project Limited	Deadline 3 Submission - WB8.1.22 Applicant's Cover Letter for Deadline 3 Submission
REP3-002	West Burton Solar Project Limited	Deadline 3 Submission - WB1.3 D Guide to the Application Revision D (Clean)
REP3-003	West Burton Solar Project Limited	Deadline 3 Submission - WB1.3 D Guide to the Application Revision D (Tracked)
REP3-004	West Burton Solar Project Limited	Deadline 3 Submission - WB2.4 A Public Rights of Way Plan Revision A (Clean)
REP3-005	West Burton Solar Project Limited	Deadline 3 Submission - WB2.4 A Public Rights of Way Plan Revision A (tracked)
REP3-006	West Burton Solar Project Limited	Deadline 3 Submission - WB3.1 C Draft Development Consent Order Revision C (Clean)
REP3-007	West Burton Solar Project Limited	Deadline 3 Submission - WB3.1 C Draft Development Consent Order Revision C (Tracked)
REP3-008	West Burton Solar Project Limited	Deadline 3 Submission - WB4.3 C Book of Reference Revision C (Clean)
REP3-009	West Burton Solar Project Limited	Deadline 3 Submission - WB4.3 C Book of Reference Revision C (Tracked)

REP3-010	West Burton Solar Project Limited	Deadline 3 Submission - WB6.2.23 B ES Chapter 23 Summary of Significant Effects Revision B (Clean)
REP3-011	West Burton Solar Project Limited	Deadline 3 Submission - WB6.2.23 B ES Chapter 23 Summary of Significant Effects Revision B (Tracked)
REP3-012	West Burton Solar Project Limited	Deadline 3 Submission - WB6.3.14.2 B Outline Construction Traffic Management Plan Revision B (Clean)
REP3-013	West Burton Solar Project Limited	Deadline 3 Submission - WB6.3.14.2 B Outline Construction Traffic Management Plan Revision B (Tracked)
REP3-014	West Burton Solar Project Limited	Deadline 3 Submission - WB6.3.14.3 B ES Appendix 14.3 Outline Public Rights of Way Management Plan Revision B (Clean)
REP3-015	West Burton Solar Project Limited	Deadline 3 Submission - WB6.3.14.3 B ES Appendix 14.3 Outline Public Rights of Way Management Plan Revision B (Tracked)
REP3-016	West Burton Solar Project Limited	Deadline 3 Submission - WB6.3.19.2 A ES Appendix 19.2 Outline Soil Management Plan Revision A (Clean)
REP3-017	West Burton Solar Project Limited	Deadline 3 Submission - WB6.3.19.2 A ES Appendix 19.2 Outline Soil Management Plan Revision A (Tracked)
REP3-018	West Burton Solar Project Limited	Deadline 3 Submission - WB7.1 B Outline Construction Environmental Management Plan Revision B (Clean)
REP3-019	West Burton Solar Project Limited	Deadline 3 Submission - WB7.1 B Outline Construction Environmental Management Plan Revision B (Tracked)
REP3-020	West Burton Solar Project Limited	Deadline 3 Submission - WB7.13 B Concept Design Parameters and Principles Revision B (Clean)
REP3-021	West Burton Solar Project Limited	Deadline 3 Submission - WB7.13 B Concept Design Parameters and Principles Revision B (Tracked)
REP3-022	West Burton Solar Project Limited	Deadline 3 Submission - WB7.14 B Outline Operational Environmental Management Plan Revision B (Clean)
REP3-023	West Burton Solar Project Limited	Deadline 3 Submission - WB7.14 B Outline Operational Environmental Management Plan Revision B (Tracked)
REP3-024	West Burton Solar Project Limited	Deadline 3 Submission - WB7.18 A Information to Support a HRA Revision A (Clean)
REP3-025	West Burton Solar Project Limited	Deadline 3 Submission - WB7.18 A Information to Support a HRA Revision A (Tracked)
REP3-026	West Burton Solar Project Limited	Deadline 3 Submission - WB7.2 A Outline Decommissioning Statement Revision A (Clean)

REP3-027	West Burton Solar Project Limited	Deadline 3 Submission - WB7.2 A Outline Decommissioning Statement Revision A (Tracked)
REP3-028	West Burton Solar Project Limited	Deadline 3 Submission - WB7.3 B Outline Landscape and Ecological Management Plan Revision B (Clean)
REP3-029	West Burton Solar Project Limited	Deadline 3 Submission - WB7.3 B Outline Landscape and Ecological Management Plan Revision B (Tracked)
REP3-030	West Burton Solar Project Limited	Deadline 3 Submission - WB7.5 A Planning Statement Revision A (Clean)
REP3-031	West Burton Solar Project Limited	Deadline 3 Submission - WB7.5 A Planning Statement Revision A (Tracked)
REP3-032	West Burton Solar Project Limited	Deadline 3 Submission - WB7.9 A Outline Battery Storage Safety Management Plan Revision A (Clean)
REP3-033	West Burton Solar Project Limited	Deadline 3 Submission - WB7.9 A Outline Battery Storage Safety Management Plan Revision A (Tracked)
REP3-034	West Burton Solar Project Limited	Deadline 3 Submission - WB8.1.17 Response to Written Representations at Deadline 1 Part 1
REP3-035	West Burton Solar Project Limited	Deadline 3 Submission - WB8.1.18 Response to Written Representations at Deadline 1 Part 2
REP3-036	West Burton Solar Project Limited	Deadline 3 Submission - WB8.1.19 Response to Written Representations at Deadline 1 Part 3
REP3-037	West Burton Solar Project Limited	Deadline 3 Submission - WB8.1.20 Response to Local Impact Reports
REP3-038	West Burton Solar Project Limited	Deadline 3 Submission - WB8.1.21 Applicant Response to ExA First Written Questions
REP3-039	West Burton Solar Project Limited	Deadline 3 Submission - WB8.1.8 B Schedule of Changes Revision B (Clean)
REP3-040	West Burton Solar Project Limited	Deadline 3 Submission - WB8.4.17.1 ES Addendum Air Quality Impact Assessment of BESS Fire
REP3-041	West Burton Solar Project Limited	Reference not in use
REP3-042	Lincolnshire County Council	Deadline 3 Submission - Responses to the ExA's First Written Questions
REP3-043	Nottinghamshire County Council	Deadline 3 Submission - Responses to the ExA's First Written Questions
REP3-044	West Lindsey District Council	Deadline 3 Submission - Responses to the ExA's First Written Questions
REP3-045	Environment Agency	Deadline 3 Submission - Responses to the ExA's First Written Questions
REP3-046	Historic England	Deadline 3 Submission - Responses to the ExA's First Written Questions
REP3-047	Marine Management Organisation	Deadline 3 Submission - Responses to the ExA's First Written Questions

REP3-048	Natural England	Deadline 3 Submission - Responses to the ExA's First Written Questions
REP3-049	7000 acres	Deadline 3 Submission - Responses to the ExA's First Written Questions
REP3-050	7000 acres	Deadline 3 Submission - Responses to the ExA's First Written Questions 1
REP3-051	Addleshaw Goddard on behalf of Network Rail Infrastructure Limited	Deadline 3 Submission - Responses to the ExA's First Written Questions
REP3-052	EDF Energy (Thermal Generation) Limited	Deadline 3 Submission - Responses to the ExA's First Written Questions
REP3-053	P A Mitchell	Deadline 3 Submission - Responses to the ExA's First Written Questions - Attachment A
REP3-054	P A Mitchell	Deadline 3 Submission - Responses to the ExA's First Written Questions
REP3-055	David Swayne	Deadline 3 Submission - Responses to the ExA's First Written Questions
REP3-056	Helen Mitchell	Deadline 3 Submission - Responses to the ExA's First Written Questions
REP3-057	Julian Plews	Deadline 3 Submission - Responses to the ExA's First Written Questions
REP3-058	Nick Hill	Deadline 3 Submission - Responses to the ExA's First Written Questions
REP3-059	Roy Clegg	Deadline 3 Submission - Responses to the ExA's First Written Questions
REP3-060	Simon Skelton	Deadline 3 Submission - Responses to the ExA's First Written Questions
REP3-061	Tracy Adderley	Deadline 3 Submission - Responses to the ExA's First Written Questions

Deadline 4 – 4 March 2024

For receipt by the Examining Authority of:

- Comments on any submissions received by Deadlines 2 and 3
- Updated Statements of Common Ground in clean and tracked change versions
- Written summaries of oral submissions made at hearings held w/c 22 January and w/c 5 February 2024 (if required)
- Updated Applicant's documents – clean version and version showing tracked changes since the last submitted versions of:
 - Draft Development Consent Order
 - Report on the interrelationships with other National Infrastructure Projects
 - Schedule of progress regarding objections and agreements in relation to Compulsory Acquisition, Temporary Possession, other land rights and blight
 - Schedule of progress regarding Protective Provisions and Statutory Undertakers
 - Schedule of the latest versions of the Applicant's submitted documents and documents to be certified

	<ul style="list-style-type: none"> • Explanatory Memorandum • Book of Reference • Statement of Reasons 	<ul style="list-style-type: none"> • Schedule of Progress towards securing other consents • Any further information requested by ExA for this deadline
REP4-001	West Burton Solar Project Limited	Deadline 4 Submission - C8.2.6 Comparison of Archaeological Evaluation Investigations on Solar Schemes
REP4-002	West Burton Solar Project Limited	Deadline 4 Submission - WB1.3 F Application Form: Guide to the Application - Revision F (Clean)
REP4-003	West Burton Solar Project Limited	Deadline 4 Submission - WB1.3 F Application Form: Guide to the Application - Revision F (Tracked)
REP4-004	West Burton Solar Project Limited	Deadline 4 Submission - WB2.1 B Location Plan - Revision B (Clean)
REP4-005	West Burton Solar Project Limited	Deadline 4 Submission - WB2.1 B Location Plan - Revision B (Tracked)
REP4-006	West Burton Solar Project Limited	Deadline 4 Submission - WB2.2 C Land Plan - Revision C (Clean)
REP4-007	West Burton Solar Project Limited	Deadline 4 Submission - WB2.2 C Land Plan - Revision C (Tracked)
REP4-008	West Burton Solar Project Limited	Deadline 4 Submission - WB2.3 D Works Plan - Revision D (Clean)
REP4-009	West Burton Solar Project Limited	Deadline 4 Submission - WB2.3 D Works Plan - Revision D (Tracked)
REP4-010	West Burton Solar Project Limited	Deadline 4 Submission - WB2.4 C Public Rights of Way Plan - Revision C (Clean)
REP4-011	West Burton Solar Project Limited	Deadline 4 Submission - WB2.4 C Public Rights of Way Plan - Revision C (Tracked)
REP4-012	West Burton Solar Project Limited	Deadline 4 Submission - WB2.5 B Access Plan - Revision B (Clean)
REP4-013	West Burton Solar Project Limited	Deadline 4 Submission - WB2.5 B Access Plan - Revision B (Tracked)
REP4-014	West Burton Solar Project Limited	Deadline 4 Submission - WB2.6 A Waterbodies River Basin Management Plan - Revision A (Clean)
REP4-015	West Burton Solar Project Limited	Deadline 4 Submission - WB2.6 A Waterbodies River Basin Management Plan - Revision A (Tracked)
REP4-016	West Burton Solar Project Limited	Deadline 4 Submission - WB2.7 B Ecology and Nature Conservation Features Plan - Revision B (Clean)
REP4-017	West Burton Solar Project Limited	Deadline 4 Submission - WB2.7 B Ecology and Nature Conservation Features Plan - Revision B (Tracked)
REP4-018	West Burton Solar Project Limited	Deadline 4 Submission - WB2.8 A Historic Environment Features Plan - Revision A (Clean)

REP4-019	West Burton Solar Project Limited	Deadline 4 Submission - WB2.8 A Historic Environment Features Plan - Revision A (Tracked)
REP4-020	West Burton Solar Project Limited	Deadline 4 Submission - WB2.9 B Important Hedgerows Plan - Revision B (Clean)
REP4-021	West Burton Solar Project Limited	Deadline 4 Submission - WB2.9 B Important Hedgerows Plan - Revision B (Tracked)
REP4-022	West Burton Solar Project Limited	Deadline 4 Submission - WB2.11 C Streets Plan - Revision C (Clean)
REP4-023	West Burton Solar Project Limited	Deadline 4 Submission - WB2.11 C Streets Plan - Revision C (Tracked)
REP4-024	West Burton Solar Project Limited	Deadline 4 Submission - WB3.1 E Draft Development Consent Order - Revision E (Clean)
REP4-025	West Burton Solar Project Limited	Deadline 4 Submission - WB3.1 E Draft Development Consent Order - Revision E (Tracked)
REP4-026	West Burton Solar Project Limited	Deadline 4 Submission - WB3.2 C Explanatory Memorandum - Revision C (Clean)
REP4-027	West Burton Solar Project Limited	Deadline 4 Submission - WB3.2 C Explanatory Memorandum - Revision C (Tracked)
REP4-028	West Burton Solar Project Limited	Deadline 4 Submission - WB4.1 B Statement of Reasons Compulsory Acquisition Information - Revision B (Clean)
REP4-029	West Burton Solar Project Limited	Deadline 4 Submission - WB4.1 B Statement of Reasons Compulsory Acquisition Information - Revision B (Tracked)
REP4-030	West Burton Solar Project Limited	Deadline 4 Submission - WB4.2 B Funding Statement - Revision B (Clean)
REP4-031	West Burton Solar Project Limited	Deadline 4 Submission - WB4.2 B Funding Statement - Revision B (Tracked)
REP4-032	West Burton Solar Project Limited	Deadline 4 Submission - WB4.3 E Book of Reference - Revision E (Clean)
REP4-033	West Burton Solar Project Limited	Deadline 4 Submission - WB4.3 E Book of Reference - Revision E (Tracked)
REP4-034	West Burton Solar Project Limited	Deadline 4 Submission - WB6.3.13.7 A Environmental Statement Appendix 13.7: Written Scheme of Investigation for Archaeological Mitigation - Revision A (Clean)
REP4-035	West Burton Solar Project Limited	Deadline 4 Submission - WB6.3.13.7 A Environmental Statement Appendix 13.7: Written Scheme of Investigation for Archaeological Mitigation - Revision A (Tracked)
REP4-036	West Burton Solar Project Limited	Deadline 4 Submission - WB6.3.14.1 C Environmental Statement Appendix 14.1: Transport Assessment - Revision C (Clean)
REP4-037	West Burton Solar Project Limited	Deadline 4 Submission - WB6.3.14.1 C Environmental Statement Appendix 14.1: Transport Assessment - Revision C (Tracked)

REP4-038	West Burton Solar Project Limited	Deadline 4 Submission - WB6.3.14.2 C Environmental Statement Appendix 14.2: Construction Traffic Management Plan - Revision D (Clean)
REP4-039	West Burton Solar Project Limited	Deadline 4 Submission - WB6.3.14.2 C Environmental Statement Appendix 14.2: Construction Traffic Management Plan - Revision D (Tracked)
REP4-040	West Burton Solar Project Limited	Late submission for Deadline 4 accepted at the discretion of the Examining Authority - WB6.3.14.3 D ES Appendix 14.3 Outline Public Rights of Way Management Plan Revision D (Clean)
REP4-041	West Burton Solar Project Limited	Late submission for Deadline 4 accepted at the discretion of the Examining Authority - WB6.3.14.3 D ES Appendix 14.3 Outline Public Rights of Way Management Plan Revision D
REP4-042	West Burton Solar Project Limited	Deadline 4 Submission - WB7.1 C Outline Construction Environmental Management Plan - Revision C (Clean)
REP4-043	West Burton Solar Project Limited	Deadline 4 Submission - WB7.1 C Outline Construction Environmental Management Plan - Revision C (Tracked)
REP4-044	West Burton Solar Project Limited	Deadline 4 Submission - WB7.3 D Outline Landscape and Ecological Management Plan - Revision D (Clean)
REP4-045	West Burton Solar Project Limited	Deadline 4 Submission - WB7.3 D Outline Landscape and Ecological Management Plan - Revision D (Tracked)
REP4-046	West Burton Solar Project Limited	Deadline 4 Submission - WB7.4 A Consents and Agreements Position Statement - Revision A (Clean)
REP4-047	West Burton Solar Project Limited	Deadline 4 Submission - WB7.4 A Consents and Agreements Position Statement - Revision A (Tracked)
REP4-048	West Burton Solar Project Limited	Deadline 4 Submission - WB7.5 B Planning Statement: West Burton Solar Farm - Revision B (Clean)
REP4-049	West Burton Solar Project Limited	Deadline 4 Submission - WB7.5 B Planning Statement: West Burton Solar Farm - Revision B (Tracked)
REP4-050	West Burton Solar Project Limited	Deadline 4 Submission - WB7.10 A Outline Skills, Supply Chain and Employment Plan - Revision A (Clean)
REP4-051	West Burton Solar Project Limited	Deadline 4 Submission - WB7.10 A Outline Skills, Supply Chain and Employment Plan - Revision A (Tracked)

REP4-052	West Burton Solar Project Limited	Deadline 4 Submission - WB7.13 C Concept Design Parameters and Principles - Revision C (Clean)
REP4-053	West Burton Solar Project Limited	Deadline 4 Submission - WB7.13 C Concept Design Parameters and Principles - Revision C (Tracked)
REP4-054	West Burton Solar Project Limited	Deadline 4 Submission - WB7.14 C Outline Operational Environmental Management Plan - Revision C (Clean)
REP4-055	West Burton Solar Project Limited	Deadline 4 Submission - WB7.14 C Outline Operational Environmental Management Plan - Revision C (Tracked)
REP4-056	West Burton Solar Project Limited	Deadline 4 Submission - WB7.15 B Crossing Schedule - Revision B (Clean)
REP4-057	West Burton Solar Project Limited	Deadline 4 Submission - WB7.15 B Crossing Schedule - Revision B (Tracked)
REP4-058	West Burton Solar Project Limited	Deadline 4 Submission - WB8.1.8 C Schedule of Changes - Revision C (Clean)
REP4-059	West Burton Solar Project Limited	Deadline 4 Submission - WB8.1.9 C Joint Report on Interrelationships between Nationally Significant Infrastructure Projects - Revision C (Clean)
REP4-060	West Burton Solar Project Limited	Deadline 4 Submission - WB8.1.9 C Joint Report on Interrelationships between Nationally Significant Infrastructure Projects - Revision C (Tracked)
REP4-061	West Burton Solar Project Limited	Deadline 4 Submission - WB8.1.11 B Statement of Commonality - Revision B (Clean)
REP4-062	West Burton Solar Project Limited	Deadline 4 Submission - WB8.1.11 B Statement of Commonality - Revision B (Tracked)
REP4-063	West Burton Solar Project Limited	Deadline 4 Submission - WB8.1.12 B Schedule of Progress regarding objections and agreements in relation to Compulsory Acquisition, Temporary Possession, other land rights and blight - Revision B (Clean)
REP4-064	West Burton Solar Project Limited	Deadline 4 Submission - WB8.1.13 B Schedule of Negotiations Compulsory Acquisition Information - Revision B (Clean)
REP4-065	West Burton Solar Project Limited	Deadline 4 Submission - WB8.1.14 B Schedule of Progress regarding Protective Provisions and Statutory Undertakers - Revision B (Clean)
REP4-066	West Burton Solar Project Limited	Deadline 4 Submission - WB8.1.23 The Applicant's Response to Deadline 2 and 3 Submissions
REP4-067	West Burton Solar Project Limited	Deadline 4 Submission - WB8.1.24 Written Summary of the Applicant's Oral Submissions & Responses at Issue Specific Hearing 2 and Responses to Action Points

REP4-068	West Burton Solar Project Limited	Deadline 4 Submission - WB8.1.25 Summary of oral submissions made by Interested Parties at the Open Floor Hearing 2 and the Applicant's Response
REP4-069	West Burton Solar Project Limited	Deadline 4 Submission - WB8.1.26 Written Summary of the Applicant's Oral Submissions & Responses at Compulsory Acquisition Hearing 1 and Responses to Action Points
REP4-070	West Burton Solar Project Limited	Deadline 4 Submission - WB8.1.27 Written Summary of the Applicant's Oral Submissions & Responses at Issue Specific Hearing 3 and Responses to Action Points
REP4-071	West Burton Solar Project Limited	Deadline 4 Submission - WB8.1.28 Written Summary of the Applicant's Oral Submissions and Responses at Issue Specific Hearing 4 and Responses to Action Points
REP4-072	West Burton Solar Project Limited	Deadline 4 Submission - WB8.1.29 The Applicant's Cover Letter for Deadline 4 Submissions
REP4-073	West Burton Solar Project Limited	Deadline 4 Submission - WB8.2.5 Technical Note on Cumulative Effects of Additional Schemes
REP4-074	West Burton Solar Project Limited	Deadline 4 Submission - WB8.2.8 Technical Note on Horizontal Directional Drilling and Cabling under the River Trent
REP4-075	West Burton Solar Project Limited	Deadline 4 Submission - WB8.2.9 Without Prejudice Archaeological Mitigation WSI
REP4-076	West Burton Solar Project Limited	Deadline 4 Submission - WB8.4.13.1 Environmental Statement Addendum Chapter 13: Archaeological Trial Trenching Evaluation Fieldwork Report for the Shared Cable Corridor
REP4-077	West Burton Solar Project Limited	Deadline 4 Submission - WB8.4.21.1 Environmental Statement - ES Addendum 21.1: Human Health and Wellbeing Effects
REP4-078	Lincolnshire County Council	Deadline 4 Submission - West Burton WSIs comments
REP4-079	Lincolnshire County Council	Deadline 4 Submission - Comments on the WSIs
REP4-080	Lincolnshire CC and Nottinghamshire CC	Deadline 4 Submission - Comments on West Burton Solar's WSIs regarding archaeology
REP4-081	West Lindsey District Council	Deadline 4 Submission – Response to the ExA's Action Points from ISH4
REP4-082	West Lindsey District Council	Deadline 4 Submission - Written summaries of oral submissions made at hearings held w/c 22 January and w/c 5 February 2024
REP4-083	West Lindsey District Council	Deadline 4 Submission - Written summaries of oral submissions made at hearings held w/c 22 January and w/c 5 February 2024

REP4-084	West Lindsey District Council	Deadline 4 Submission - Written summaries of oral submissions made at hearings held w/c 22 January and w/c 5 February 2024
REP4-085	7000 Acres	Deadline 4 Submission - Comments on any submissions received by Deadlines 2 and 3
REP4-086	7000 Acres	Deadline 4 Submission - Comments on any submissions received by Deadlines 2 and 3
REP4-087	7000 Acres	Deadline 4 Submission - Late submission for Deadline 4 accepted at the discretion of the Examining Authority
REP4-088	7000 Acres	Deadline 4 Submission - Supporting Video
REP4-089	7000 Acres	Deadline 4 Submission - Written summaries of oral submissions made at hearings held w/c 22 January and w/c 5 February 2024
REP4-090	7000 Acres	Deadline 4 Submission - Written summaries of oral submissions made at hearings held w/c 22 January and w/c 5 February 2024
REP4-091	7000 Acres	Deadline 4 Submission - Written summaries of oral submissions made at hearings held w/c 22 January and w/c 5 February 2024
REP4-092	7000 Acres	Deadline 4 Submission - Written summaries of oral submissions made at hearings held w/c 22 January and w/c 5 February 2024
REP4-093	Broxholme Parish Meeting Solar Working Group	Deadline 4 Submission - Comments on any submissions received by Deadlines 2 and 3
REP4-094	Canal & River Trust	Deadline 4 Submission - Comments on any submissions received by Deadlines 2 and 3
REP4-095	Marton & Gate Burton Parish Council	Deadline 4 Submission - Comments made at January's Hearing
REP4-096	Fillingham Parish Meeting	Deadline 4 Submission
REP4-097	Fillingham Parish Meeting	Deadline 4 Submission - Written summaries of oral submissions made at hearings held w/c 22 January and w/c 5 February 2024
REP4-098	West Burton Solar Project Limited	Deadline 4 Submission - Supporting Video
REP4-099	Reference not in use.	
REP4-100	Marine Management Organisation	Deadline 4 Submission - Response to the Examining Authority's Deadline 4
REP4-101	Office of Rail and Road	Deadline 4 Submission
REP4-102	Adam Sissons	Deadline 4 Submission
REP4-103	Alison Wood	Deadline 4 Submission
REP4-104	Andy Johnson	Deadline 4 Submission

REP4-105	Andy Johnson	Deadline 4 Submission - Written summaries of oral submissions made at hearings held w/c 22 January and w/c 5 February 2024
REP4-106	Christine Warren	Deadline 4 submission – Photos provided by Christine Warren at ISH accepted by ExA for Deadline 4
REP4-107	Christine Warren	Deadline 4 Submission - Written summaries of oral submissions made at hearings held w/c 22 January and w/c 5 February 2024
REP4-108	Dr Rodney May	Deadline 4 Submission
REP4-109	Dr Terence David Organ	Deadline 4 Submission
REP4-110	Helen Mitchell	Deadline 4 Submission
REP4-111	James Barlow	Deadline 4 Submission from a non-Interested Party accepted at the discretion of the Examining Authority
REP4-112	Julian Plews	Deadline 4 Submission
REP4-113	Lee Plews	Deadline 4 Submission
REP4-114	Pauline Margery Organ	Deadline 4 Submission
REP4-115	P Mitchell	Deadline 4 Submission - Comments on any submissions received by Deadlines 2 and 3
REP4-116	Simon Skelton	Deadline 4 Submission - Written summaries of oral submissions made at hearings held w/c 22 January and w/c 5 February 2024
REP4-117	Tracy Adderley	Deadline 4 Submission
REP4-118	Victoria White	Deadline 4 Submission from a non-Interested Party accepted at the discretion of the Examining Authority
REP4-119	William Rose	Deadline 4 Submission - Written summaries of oral submissions made at hearings held w/c 22 January and w/c 5 February 2024
<p>Deadline 4A – 15 March 2024</p> <p>For receipt by the Examining Authority of:</p> <ul style="list-style-type: none"> • CA Regulations Written Representations (CA Regulations WRs) relating to the effect of the change requests. • Summaries of any CA Regulations WRs that exceed 1500 words. • Any further information requested by the ExA under Rule 17 of the EPR. 		
REP5-001	North Lincolnshire Council	Deadline 4A Submission - CA Regulations Written Representations relating to the effect of the change requests
REP5-002	Environment Agency	Deadline 4A Submission - CA Regulations Written Representations relating to the effect of the change requests

REP5-003	National Highways	Deadline 4A Submission - CA Regulations Written Representations relating to the effect of the change requests
REP5-004	Network Rail Infrastructure Limited	Deadline 4A Submission - CA Regulations Written Representations relating to the effect of the change requests
REP5-005	Carter Jonas LLP on behalf of United Kingdom Atomic Energy Authority	Deadline 4A Submission - CA Regulations Written Representations relating to the effect of the change requests
REP5-006	Alan Barber	Deadline 4A Submission - Any further information requested by the ExA
REP5-007	Broxholme Parish Meeting Solar Group	Deadline 4A Submission - Any further information requested by the ExA
REP5-008	Philip Hodgkinson	Deadline 4A Submission - Any further information requested by the ExA
Deadline 5 – 11 April 2024		
<p>For receipt by the Examining Authority of:</p> <ul style="list-style-type: none"> • Comments on any submissions received by Deadline 4 • Any further information requested by ExA • Responses to the ExAs Second Written Questions • Comments on submissions for Deadline 4A 		
REP5-089	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Draft Statement of Common Ground with Nottinghamshire County Council and Bassetlaw District Council Revision A
REP5-090	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Access Plan Revision C (Clean)
REP5-091	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Access Plan Revision C (Tracked)
REP5-092	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Application Form: Guide to the Application Revision G (Clean)
REP5-093	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Application Form: Guide to the Application Revision G (Tracked)
REP5-094	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Concept Design Parameters and Principles Revision D (Clean)
REP5-095	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Concept Design Parameters and Principles Revision D (Tracked)

REP5-096	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Draft Development Consent Order Revision F (Clean)
REP5-009	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Draft Development Consent Order Revision F (Tracked)
REP5-010	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Draft Statement of Common Ground Revision A (Tracked)
REP5-011	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Draft Statement of Common Ground Nottinghamshire County Council & Bassetlaw District Council Revision A (Tracked)
REP5-012	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Draft Statement of Common Ground with Environment Agency (Clean)
REP5-013	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Draft Statement of Common Ground with Environmental Agency (Tracked)
REP5-014	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Draft Statement of Common Ground with West Lindsey District Council Revision A
REP5-015	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Environmental Statement Addendum: Cumulative Effects
REP5-016	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Deadline 5 Submission - Any further information requested by ExA - Environmental Statement Appendix 13.7: Written Scheme of Investigation for Archaeological Mitigation Revision B (Clean)
REP5-017	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Environmental Statement Appendix 13.7: Written Scheme of Investigation for Archaeological Mitigation Revision B (Tracked)
REP5-018	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Environmental Statement Appendix 14.3: Outline Public Rights of Way Management Plan E (Clean)
REP5-019	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Environmental Statement Appendix 14.3: Outline Public Rights of Way Management Plan E (Tracked)
REP5-020	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Outline Operational Environmental Management Plan Revision D (Clean)

REP5-021	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Outline Operational Environmental Management Plan Revision D (Tracked)
REP5-022	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Schedule of Changes Revision D (Deadline 5)
REP5-023	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Statement of Common Ground with Natural England Revision A - Final
REP5-024	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Statement of Common Ground with Natural England Revision A - Final (Tracked)
REP5-025	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Statement of Commonality Revision C (Clean)
REP5-026	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Statement of Commonality Revision C (Tracked)
REP5-027	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Stow Park Cultural Heritage Position Statement
REP5-028	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Streets Plan Revision D (Clean)
REP5-029	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Streets Plan Revision D (Tracked)
REP5-030	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Technical Note on Cumulative Effects of Additional Schemes (Clean)
REP5-031	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Technical Note on Cumulative Effects of Additional Schemes (Tracked)
REP5-032	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - The Applicant's Cover Letter for Deadline 5 Submissions
REP5-033	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Without Prejudice Archaeological Mitigation WSI Revision A (Clean)
REP5-034	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Without Prejudice Archaeological Mitigation WSI Revision A (Tracked)

REP5-035	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Works Plan Revision E (Clean)
REP5-036	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Works Plan Revision E (Tracked)
REP5-037	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Written Summary of the Applicant's Oral Submissions & Responses at Issue Specific Hearing 5 and Responses to Action Points
REP5-038	West Burton Solar Project Limited	Deadline 5 Submission - Comments on any submissions received by Deadline 4 - The Applicant's Response to Deadline 4 and Deadline 4A Submissions
REP5-039	West Burton Solar Project Limited	Deadline 5 Submission - Responses to the ExAs Second Written Questions - Applicant's Responses to ExA Second Written Questions
REP5-040	Lincolnshire County Council	Deadline 5 Submission - Any further information requested by ExA
REP5-041	Lincolnshire County Council	Deadline 5 Submission - Any further information requested by ExA
REP5-042	Lincolnshire County Council	Deadline 5 Submission - Responses to the ExAs Second Written Questions
REP5-043	Nottinghamshire County Council	Deadline 5 Submission - Responses to the ExAs Second Written Questions
REP5-044	West Lindsey District Council	Deadline 5 Submission - Any further information requested by ExA
REP5-045	West Lindsey District Council	Deadline 5 Submission - Any further information requested by ExA - Draft Statement of Common Ground with West Lindsey District Council Revision A
REP5-046	West Lindsey District Council	Deadline 5 Submission - Responses to the ExAs Second Written Questions
REP5-047	West Lindsey District Council	Deadline 5 Submission - Responses to the ExAs Second Written Questions
REP5-048	7000 acres	Deadline 5 Submission - Comments on any submissions received by Deadline 4
REP5-049	7000 acres	Deadline 5 Submission - Comments on any submissions received by Deadline 4
REP5-050	7000 acres	Deadline 5 Submission - Comments on any submissions received by Deadline 4
REP5-051	7000 acres	Deadline 5 Submission - Responses to the ExAs Second Written Questions
REP5-052	Brampton Parish Village Meeting	Deadline 5 Submission - Comments on any submissions received by Deadline 4
REP5-053	Cadent Gas Limited	Deadline 5 Submission - Comments on any submissions received by Deadline 4

REP5-054	Canal & River Trust	Deadline 5 Submission - Comments on any submissions received by Deadline 4
REP5-055	EDF Energy (Thermal Generation) Limited	Deadline 5 Submission - Responses to the ExAs Second Written Questions
REP5-056	Environment Agency	Deadline 5 Submission - Responses to the ExAs Second Written Questions
REP5-057	Historic England	Deadline 5 Submission - Any further information requested by ExA
REP5-058	Historic England	Deadline 5 Submission - Responses to the ExAs Second Written Questions
REP5-059	Historic England	Deadline 5 Submission - Responses to the ExAs Second Written Questions
REP5-060	Marine Management Organisation	Deadline 5 Submission - Comments on any submissions received by Deadline 4
REP5-061	National Grid Electricity Transmission Plc	Deadline 5 Submission - Responses to the ExAs Second Written Questions
REP5-062	Natural England	Deadline 5 Submission - Responses to the ExAs Second Written Questions
REP5-063	Network Rail Infrastructure Limited	Deadline 5 Submission - Responses to the ExAs Second Written Questions
REP5-064	Andy Johnson	Deadline 5 Submission - Late Submission accepted at the discretion of the Examining Authority
REP5-065	Claire Thomson	Deadline 5 Submission - Comments on any submissions received by Deadline 4
REP5-066	Cheryl Felix	Deadline 5 Submission - Comments on any submissions received by Deadline 4
REP5-067	Dianne Ayres	Deadline 5 Submission - Comments on any submissions received by Deadline 4
REP5-068	Diane Allison	Deadline 5 Submission - Comments on any submissions received by Deadline 4
REP5-069	Dr Terence David Organ	Deadline 5 Submission - Comments on any submissions received by Deadline 4
REP5-070	Helen Mitchell	Deadline 5 Submission - Comments on any submissions received by Deadline 4
REP5-071	Helen Mitchell	Deadline 5 Submission - Comments on any submissions received by Deadline 4
REP5-072	Julian Plews	Deadline 5 Submission - Comments on any submissions received by Deadline 4
REP5-073	Katharine McIlroy	Deadline 5 Submission - Comments on any submissions received by Deadline 4
REP5-074	Katherine Powell	Deadline 5 Submission - Comments on submissions for Deadline 4A
REP5-075	Mark Wardle	Deadline 5 Submission - Comments on any submissions received by Deadline 4

REP5-076	Mrs Sally Ann Constable	Deadline 5 Submission - Comments on any submissions received by Deadline 4
REP5-077	P Mitchell	Deadline 5 Submission - Comments on any submissions received by Deadline 4
REP5-078	Pauline Organ	Deadline 5 Submission - Comments on any submissions received by Deadline 4
REP5-079	Philip Hodgkinson	Deadline 5 Submission - Comments on submissions for Deadline 4A
REP5-080	Richard Anthony Farley	Deadline 5 Submission - Comments on submissions for Deadline 4A
REP5-081	Richard Whiting	Deadline 5 Submission - Responses to the ExAs Second Written Questions
REP5-082	Roy Clegg	Deadline 5 Submission - Responses to the ExAs Second Written Questions
REP5-083	Roy Clegg	Deadline 5 Submission - Responses to the ExAs Second Written Questions
REP5-084	Samuel Rawding	Deadline 5 Submission - Comments on any submissions received by Deadline 4
REP5-085	Simon Skelton	Deadline 5 Submission - Any further information requested by ExA
REP5-086	Simon Skelton	Deadline 5 Submission - Any further information requested by ExA
REP5-087	Simon Skelton	Deadline 5 Submission - Comments on any submissions received by Deadline 4
REP5-088	Simon Skelton	Deadline 5 Submission - Responses to the ExAs Second Written Questions
REP5-097	Tracy Adderley	Deadline 5 Submission - Comments on any submissions received by Deadline 4
REP5-098	Marine Management Organisation	Late Submission for Deadline 5 accepted at the discretion of the Examining Authority – Response to the ExA’s Second Written Questions
Deadline 6 – 3 May 2024		
<p>For receipt by the Examining Authority of:</p> <ul style="list-style-type: none"> • Finalised SoCG; • Signed and dated s106 Agreement (if required) Any further information requested by ExA • Comments on the Report on the Implications for European Sites (if required); • Comments on the ExA’s draft DCO (if required) • Responses to any further information requested by the ExA under Rule 17 of the EPR (if required) • The Applicant’s Final Preferred DCO in the SI template validation report 		
REP6-001	West Burton Solar Project Limited	Deadline 5 Submission - Any further information requested by ExA - Outline Operational Environmental Management Plan Revision D (Tracked)

REP6-002	West Burton Solar Project Limited	Deadline 6 Submission - Book of Reference Revision F
REP6-003	West Burton Solar Project Limited	Deadline 6 Submission - Book of Reference Revision F - Tracked
REP6-004	West Burton Solar Project Limited	Deadline 6 Submission - Draft Development Consent Order Revision G (Clean)
REP6-005	West Burton Solar Project Limited	Deadline 6 Submission - Draft Development Consent Order Revision G (Tracked)
REP6-006	West Burton Solar Project Limited	Deadline 6 Submission - Draft Development Consent Order Revision G (Tracked against Application Version)
REP6-007	West Burton Solar Project Limited	Deadline 6 Submission - Draft Statement of Common Ground with Lincolnshire County Council Revision A
REP6-008	West Burton Solar Project Limited	Deadline 6 Submission - Draft Statement of Common Ground with Lincolnshire County Council Revision A - Tracked
REP6-009	West Burton Solar Project Limited	Deadline 6 Submission - Draft Statement of Common Ground with West Lindsey District Council Revision B
REP6-010	West Burton Solar Project Limited	Deadline 6 Submission - Draft Statement of Common Ground with West Lindsey District Council Revision B - Tracked
REP6-011	West Burton Solar Project Limited	Deadline 6 Submission - Environmental Statement Non Technical Summary Revision B
REP6-012	West Burton Solar Project Limited	Deadline 6 Submission - Environmental Statement Non Technical Summary Revision B - Tracked
REP6-013	West Burton Solar Project Limited	Deadline 6 Submission - Explanatory Memorandum Revision D
REP6-014	West Burton Solar Project Limited	Deadline 6 Submission - Explanatory Memorandum Revision D - Tracked
REP6-015	West Burton Solar Project Limited	Deadline 6 Submission - Joint Report on Interrelationships between Nationally Significant Infrastructure Projects Revision D
REP6-016	West Burton Solar Project Limited	Deadline 6 Submission - Joint Report on Interrelationships between Nationally Significant Infrastructure Projects Revision D - Tracked
REP6-017	West Burton Solar Project Limited	Deadline 6 Submission - Land Plan Revision
REP6-018	West Burton Solar Project Limited	Deadline 6 Submission - Land Plan Revision D - Tracked
REP6-019	West Burton Solar Project Limited	Deadline 6 Submission - Outline Battery Storage Safety Management Plan Revision B
REP6-020	West Burton Solar Project Limited	Deadline 6 Submission - Outline Battery Storage Safety Management Plan Revision B - Tracked
REP6-021	West Burton Solar Project Limited	Deadline 6 Submission - Outline Construction Environmental Management Plan Revision D

REP6-022	West Burton Solar Project Limited	Deadline 6 Submission - Outline Construction Environmental Management Plan Revision D - Tracked
REP6-023	West Burton Solar Project Limited	Deadline 6 Submission - Outline Decommissioning Statement Revision B
REP6-024	West Burton Solar Project Limited	Deadline 6 Submission - Outline Decommissioning Statement Revision B - Tracked
REP6-025	West Burton Solar Project Limited	Deadline 6 Submission - Outline Landscape and Ecological Management Plan Revision E
REP6-026	West Burton Solar Project Limited	Deadline 6 Submission - Outline Landscape and Ecological Management Plan Revision E - Tracked
REP6-027	West Burton Solar Project Limited	Deadline 6 Submission - Outline Skills, Supply Chain and Employment Plan Revision B
REP6-028	West Burton Solar Project Limited	Deadline 6 Submission - Outline Skills, Supply Chain and Employment Plan Revision B - Tracked
REP6-029	West Burton Solar Project Limited	Deadline 6 Submission - Planning Statement C
REP6-030	West Burton Solar Project Limited	Deadline 6 Submission - Planning Statement C - Tracked
REP6-031	West Burton Solar Project Limited	Deadline 6 Submission - Schedule of Changes Revision E
REP6-032	West Burton Solar Project Limited	Deadline 6 Submission - Schedule of Progress regarding objections and agreements in relation to Compulsory Acquisition, Temporary Possession, other land rights and blight Revision C
REP6-033	West Burton Solar Project Limited	Deadline 6 Submission - Schedule of Progress regarding Protective Provisions and Statutory Undertakers Revision C
REP6-034	West Burton Solar Project Limited	Deadline 6 Submission - Statement of Commonality Revision D
REP6-035	West Burton Solar Project Limited	Deadline 6 Submission - Statement of Commonality Revision D - Tracked
REP6-036	West Burton Solar Project Limited	Deadline 6 Submission - Statement of Common Ground Lincolnshire Wildlife Trust Revision A
REP6-037	West Burton Solar Project Limited	Deadline 6 Submission - Statement of Common Ground Lincolnshire Wildlife Trust Revision A - Tracked
REP6-038	West Burton Solar Project Limited	Deadline 6 Submission - Statement of Common Ground Nottinghamshire County Council & Bassetlaw District Council Revision B
REP6-039	West Burton Solar Project Limited	Deadline 6 Submission - Statement of Common Ground Nottinghamshire County Council & Bassetlaw District Council Revision B - Tracked
REP6-040	West Burton Solar Project Limited	Deadline 6 Submission - Statement of Common Ground with Environment Agency Revision B

REP6-041	West Burton Solar Project Limited	Deadline 6 Submission - Statement of Common Ground with Environment Agency Revision B - Tracked
REP6-042	West Burton Solar Project Limited	Deadline 6 Submission - Statement of Common Ground with Historic England Revision A
REP6-043	West Burton Solar Project Limited	Deadline 6 Submission - Statement of Common Ground with Historic England Revision A - Tracked
REP6-044	West Burton Solar Project Limited	Deadline 6 Submission - Statement of Reasons Compulsory Acquisition Information Revision C
REP6-045	West Burton Solar Project Limited	Deadline 6 Submission - Statement of Reasons Compulsory Acquisition Information Revision C - Tracked
REP6-046	West Burton Solar Project Limited	Deadline 6 Submission - The Applicant's Cover Letter for Deadline 6 Submissions
REP6-047	West Burton Solar Project Limited	Deadline 6 Submission - The Applicant's Responses to Deadline 5 Submissions
REP6-048	West Burton Solar Project Limited	Deadline 6 Submission - The Applicant's Responses to ExA's Proposed Changes to the Draft Development Consent Order
REP6-049	West Burton Solar Project Limited	Deadline 6 Submission - The Applicant's Responses to Request for Further Information by the ExA
REP6-050	West Burton Solar Project Limited	Deadline 6 Submission - West Burton Power Station Plan
REP6-051	West Burton Solar Project Limited	Deadline 6 Submission - Written Summary of the Applicant's Oral Submissions & Responses at Issue Specific Hearing 6, Compulsory Acquisition Hearing 2, Open Floor Hearing 3
REP6-052	West Lindsey District Council	Deadline 6 Submission - Comments on any submissions received by Deadline 5
REP6-053	Lincolnshire County Council	Late submission for Deadline 6 accepted at the discretion of the Examining Authority – Any further information requested by the Examining Authority
REP6-054	7000 acres	Deadline 6 Submission - Any further information requested by ExA
REP6-055	7000 acres	Late submission for Deadline 6 accepted at the discretion of the Examining Authority – Comments on submissions received by Deadline 5
REP6-056	EDF Energy (Thermal Generation) Limited	Deadline 6 Submission - Any further information requested by ExA
REP6-057	National Grid Electricity Transmission Plc	Deadline 6 Submission – Preferred Protective Provisions
REP6-058	Neil Andrew Elliott	Deadline 6 Submission - Any further information requested by ExA

REP6-059	Nicholas Hill	Deadline 6 Submission - Any further information requested by ExA
REP6-060	Ronald Gore	Deadline 6 Submission - Any further information requested by ExA
REP6-061	West Burton Solar Project Limited	Deadline 6 Submission - Schedule of Negotiations Compulsory Acquisition Information Revision C
REP6-062	West Burton Solar Project Limited	Deadline 6 Submission - Application Form: Guide to the Application Revision H
Deadline 7 – 10 May 2024		
<p>For receipt by the Examining Authority of:</p> <ul style="list-style-type: none"> • Summary statements from parties regarding matters that they have previously raised during the Examination that have not been resolved to their satisfaction • Comments on any submissions received by Deadline 6 • Summary statements from parties regarding matters that they have previously raised during the Examination that have not been resolved to their satisfaction 		
REP7-001	West Burton Solar Project Limited	Deadline 7 Submission - Applicant's response to Deadline 6 Submissions
REP7-002	West Burton Solar Project Limited	Deadline 7 Submission - Draft Development Consent Order Revision H (Clean)
REP7-003	West Burton Solar Project Limited	Deadline 7 Submission - Draft Development Consent Order Revision H (Tracked)
REP7-004	West Burton Solar Project Limited	Deadline 7 Submission - Draft Development Consent Order Revision H (Tracked against Application Version)
REP7-005	West Burton Solar Project Limited	Deadline 7 Submission - Environmental Statement Appendix 14.2: Construction Traffic Management Plan Revision E (Clean)
REP7-006	West Burton Solar Project Limited	Deadline 7 Submission - Environmental Statement Appendix 14.2: Construction Traffic Management Plan Revision E (Tracked)
REP7-007	West Burton Solar Project Limited	Deadline 7 Submission - Guide to the Application Revision I (Clean)
REP7-008	West Burton Solar Project Limited	Deadline 7 Submission - Guide to the Application Revision I (Tracked)
REP7-009	West Burton Solar Project Limited	Deadline 7 Submission - Schedule of Changes Revision F
REP7-010	West Burton Solar Project Limited	Deadline 7 Submission - Statement of Common Ground with Lincolnshire County Council Revision B (Clean)
REP7-011	West Burton Solar Project Limited	Deadline 7 Submission - Statement of Common Ground with Lincolnshire County Council Revision B (Tracked)
REP7-012	West Burton Solar Project Limited	Deadline 7 Submission - Statement of Common Ground with Network Rail Infrastructure Limited Revision A (Clean)

REP7-013	West Burton Solar Project Limited	Deadline 7 Submission - Statement of Common Ground with Network Rail Infrastructure Limited Revision A (Tracked)
REP7-014	West Burton Solar Project Limited	Deadline 7 Submission - Statement of Common Ground with West Lindsey District Council Revision C (Clean)
REP7-015	West Burton Solar Project Limited	Deadline 7 Submission - Statement of Common Ground with West Lindsey District Council Revision C (Tracked)
REP7-016	West Burton Solar Project Limited	Deadline 7 Submission - Technical Note on Cumulative Effects of Additional Schemes Revision B (Clean)
REP7-017	West Burton Solar Project Limited	Deadline 7 Submission - Technical Note on Cumulative Effects of Additional Schemes Revision B (Tracked)
REP7-018	West Burton Solar Project Limited	Deadline 7 Submission - The Applicant's Closing Statements
REP7-019	West Burton Solar Project Limited	Deadline 7 Submission - The Applicant's Cover Letter for Deadline 7 Submissions
REP7-020	West Burton Solar Project Limited	Deadline 7 Submission - Planning Statement: West Burton Solar Farm Revision D (Clean)
REP7-021	West Burton Solar Project Limited	Deadline 7 Submission - Planning Statement: West Burton Solar Farm Revision D (Tracked)
REP7-022	West Burton Solar Project Limited	Deadline 7 Submission - Without Prejudice – Stow Park Alterations to DCO Documents: Response to Rule 17 Letter
REP7-023	Lincolnshire County Council	Deadline 7 Submission - Summary statements from parties regarding matters that they have previously raised during the Examination that have not been resolved to their satisfaction
REP7-024	West Lindsey District Council	Deadline 7 Submission - Summary statements from parties regarding matters that they have previously raised during the Examination that have not been resolved to their satisfaction
REP7-025	7000 acres	Deadline 7 Submission - Summary statements from parties regarding matters that they have previously raised during the Examination that have not been resolved to their satisfaction
REP7-026	Canal & River Trust	Deadline 7 Submission - Comments on any submissions received by Deadline 6
REP7-027	EDF Energy (Thermal Generation) Limited	Deadline 7 Submission - Summary statements from parties regarding matters that they have previously raised during the Examination that have not been resolved to their satisfaction
REP7-028	Marine Management Organisation	Deadline 7 Submission - Summary statements from parties regarding matters that they have previously raised during the Examination that have not been resolved to their satisfaction

REP7-029	United Kingdom Atomic Energy Authority (UKAEA)	Deadline 7 Submission - Any other information requested by the ExA for this deadline
REP7-030	Alfred Roger Jones	Deadline 7 Submission from a non-Interested Party accepted at the discretion of the Examining Authority - Summary Statement from parties regarding matters that they have previously raised during the Examination that have not been resolved to their satisfaction
REP7-031	Anna Leckey	Deadline 7 Submission - Summary statements from parties regarding matters that they have previously raised during the Examination that have not been resolved to their satisfaction
REP7-032	Anne Parkin	Deadline 7 Submission - Summary statements from parties regarding matters that they have previously raised during the Examination that have not been resolved to their satisfaction
REP7-033	Doreen Albone	Deadline 7 Submission - Summary statements from parties regarding matters that they have previously raised during the Examination that have not been resolved to their satisfaction
REP7-034	Dr Terence David Organ	Deadline 7 Submission - Summary statements from parties regarding matters that they have previously raised during the Examination that have not been resolved to their satisfaction
REP7-035	Frank Burton	Deadline 7 Submission - Summary statements from parties regarding matters that they have previously raised during the Examination that have not been resolved to their satisfaction
REP7-036	Graham Forrest	Deadline 7 Submission from a non-Interested Party accepted at the discretion of the Examining Authority - Summary Statement from parties regarding matters that they have previously raised during the Examination that have not been resolved to their satisfaction
REP7-037	Helen Mitchell	Deadline 7 Submission - Summary statements from parties regarding matters that they have previously raised during the Examination that have not been resolved to their satisfaction
REP7-038	Helen Mitchell	Deadline 7 Submission - Summary statements from parties regarding matters that they have previously raised during the Examination that have not been resolved to their satisfaction - Video Submission
REP7-039	Julian Plews	Deadline 7 Submission - Summary statements from parties regarding matters that they have previously raised during the Examination that have not been resolved to their satisfaction
REP7-040	Kate Skelton	Deadline 7 Submission - Summary statements from parties regarding matters that they have

		<u>previously raised during the Examination that have not been resolved to their satisfaction</u>
REP7-041	Katharine McIlroy	<u>Deadline 7 Submission - Summary Statement from parties regarding matters that they have previously raised during the Examination that have not been resolved to their satisfaction</u>
REP7-042	Mark Wardle	<u>Deadline 7 Submission - Summary statements from parties regarding matters that they have previously raised during the Examination that have not been resolved to their satisfaction</u>
REP7-043	Nicholas Hill	<u>Deadline 7 Submission - Summary statements from parties regarding matters that they have previously raised during the Examination that have not been resolved to their satisfaction</u>
REP7-044	P Mitchell	<u>Deadline 7 Submission - Summary statements from parties regarding matters that they have previously raised during the Examination that have not been resolved to their satisfaction</u>
REP7-045	Pauline Organ	<u>Deadline 7 Submission - Summary statements from parties regarding matters that they have previously raised during the Examination that have not been resolved to their satisfaction</u>
REP7-046	Raymond Stansfield	<u>Deadline 7 Submission - Summary statements from parties regarding matters that they have previously raised during the Examination that have not been resolved to their satisfaction</u>
REP7-047	Richard Titmarsh	<u>Deadline 7 Submission from a non-Interested Party accepted at the discretion of the Examining Authority - Summary Statement from parties regarding matters that they have previously raised during the Examination that have not been resolved to their satisfaction</u>
REP7-048	Simon Skelton	<u>Deadline 7 Submission - Summary statements from parties regarding matters that they have previously raised during the Examination that have not been resolved to their satisfaction</u>
REP7-049	Susan Bingham	<u>Deadline 7 Submission - Summary statements from parties regarding matters that they have previously raised during the Examination that have not been resolved to their satisfaction</u>
REP7-050	Tracy Adderley	<u>Deadline 7 Submission - Summary statements from parties regarding matters that they have previously raised during the Examination that have not been resolved to their satisfaction</u>
REP7-051	Victoria White	<u>Deadline 7 Submission from a non-Interested Party accepted at the discretion of the Examining Authority - Summary Statement from parties regarding matters that they have previously raised during the Examination that have not been resolved to their satisfaction</u>

Other Documents		
OD-001	West Burton Solar Project Limited	Section 56 Notice
OD-002	West Burton Solar Project Limited	Certificate of Compliance with Regulation 16 Notice
OD-003	West Burton Solar Project Limited	Certificate of Compliance with Section 58 of the Planning Act 2008
OD-004	West Burton Solar Project Limited	Certificate of Compliance with Section 59 of the Planning Act 2008
OD-005	The Planning Inspectorate	Regulation 32 - Transboundary Screening
OD-006	West Burton Solar Project Limited	Applicant's Newspaper Notice of Hearings
OD-007	West Burton Solar Project Limited	Regulation 9b Certificate of Compliance

ANNEX D: LIST OF ABBREVIATIONS

Annex D: List of Abbreviations

Abbreviation or acronym	Reference
AA	Appropriate Assessment
AADT	Average annual daily traffic flow
AD Guidance	Planning Act 2008: Guidance on Associated Development for Major Infrastructure Projects (2013)
AEoI	Adverse Effects on Integrity
AEP	Annual Exceedance Probability
ALA 1981	Acquisition of Land Act 1981
ALB	Arm's Length Bodies
ALC	Agricultural Land Classification
AoCR	Adequacy of Consultation Representation
AONB	Area of Outstanding Natural Beauty
AP	Affected Person
APFP Regs	The Infrastructure Planning (Applications: Prescribed Forms and Procedures) Regulations 2009 (as amended)
AQA	Air Quality Assessment
AQD	European Union Air Quality Directive 2008
AQMA	Air Quality Management Area
AQS	Air Quality Strategy for England, Scotland, Wales and Northern Ireland 2007
AQTAG	Air Quality Technical Advisory Group
Art.	Article
ARSI	Access Required Site Inspection
ASI	Accompanied Site Inspection
Bassetlaw Core Strategy	Bassetlaw Core Strategy & Development Management Policies Development Plan Document 2011
BAT	Best Available Technology/Techniques
BCR	Benefit cost ratio
BDC	Bassetlaw District Council
BESS	Battery Energy Storage Systems
BMV	Best and most versatile
BNG	Biodiversity Net Gain
BOAT	Byway open to all traffic
BoR	Book of Reference
BPM	Best Practicable Means
BS	British Standards
BSSMP	Battery Storage Safety Management Plan
BTO	British Trust for Ornithology
CRL	Chancel Repair Liability
CA	Compulsory Acquisition
CAH	Compulsory Acquisition Hearing
CA Guidance	Planning Act 2008: guidance related to procedures for the compulsory acquisition of land' 2013
CA Regulations	Infrastructure Planning (Compulsory Acquisition) Regulations 2010 (as amended)

CA Schedule	Schedule of Progress regarding objections and agreements in relation to Compulsory Acquisition, Temporary Possession, other land rights and blight
CC	Climate Change
CCA 2008	Climate Change Act 2008
CCC	Committee on Climate Change
CD&E	Construction, demolition and excavation
CDMP	Construction Dust Management Plans
CEMP	Construction Environmental Management Plan
CHPS	Cultural Heritage Position Statement
CIEEM	Chartered Institute of Ecology and Environmental Management
ClfA	Chartered Institute for Archaeologists
CLLP	Central Lincolnshire Local Plan
CNP	Critical National Priority
CO2	Carbon Dioxide
CoCP	Code of Construction Practice
COMAH	Control of Major Accident Hazard Regulations 2015
CPO	Compulsory Purchase Order
CRC	Cable Route Corridor
CRL	Chancel Repair Liability
CRoW	Countryside and Rights of Way
CRSA	Cable Route Study Area
CS	Core Strategy
CTMP	Construction Traffic Management Plan
CU	Conversion units
CWTP	Construction Worker Travel Plan
DAS	Design and Access Statement
DBA	Desk-Based Assessment
DCO	Development Consent Order
dDCO	Draft Development Consent Order
DEMP	Decommissioning Environmental Management Plan
DEFRA	Department for Environment, Food and Rural Affairs
DESNZ	Department for Energy Security and Net Zero
DfT	Department for Transport
DLUHC	Department for Levelling Up, Housing and Communities
Db	Decibels
DL	Deadline, e.g. DL1
DML	Deemed Marine Licence
DMRB	Design Manual for Roads and Bridges
DPD	Development Plan Document
DTMP	Decommissioning Traffic Management Plan
DEMP	Decommissioning Environmental Management Plan
DWP	Department for Work and Pensions
EA	Environment Agency
ECHR	European Convention on Human Rights
ECoW	Ecological clerk of works
EIA	Environmental Impact Assessment
EIA Regs	The Infrastructure Planning (Environmental Impact Assessment) Regulations 2009 (as amended)

EL	Examination Library
EM	Explanatory Memorandum
EMF	Electro-magnetic field
EMP	Ecological Management Plan
EMP	Environmental Management Plan
EPC	Engineering Procurement Construction Contractor
EPL	European Protected Species Licence
EPR	The Infrastructure Planning (Examination Procedure) Rules 2010 (as amended)
EPS	European Protected Species
EqIA	Equalities Impact Assessment
ES	Environmental Statement
EU	European Union
ExA	Examining Authority
ExQ1/2	The ExA's first/ second rounds of written questions
FRA	Flood Risk Assessment
FRDS	Flood Risk Assessment and Drainage Strategy Report
FS	Funding Statement
FTE	Full Time Equivalent
FES	Future Energy Scenarios
GHG	Greenhouse Gas Emissions
GCN	Great Crested Newts
GLLEP	Greater Lincolnshire Local Enterprise Partnership
GLVIA3	Guidelines on Landscape and Visual Impact Assessment 3 rd Edition
ha	Hectare(s)
HDD	Horizontal Directional Drilling
HE	Historic England
HEMP	Handover Environmental Management Plan
HGV	Heavy goods vehicle
HIA	Health Impact Assessment
HLC	Historic Landscape Characterisation
HRA	Habitats Regulations Assessment
HRA 1998	Human Rights Act 1998
HSE	Health and Safety Executive
HWNPS	Hazardous Wastes National Policy Statement
IAP1	Initial Assessment of Principal Issues
IAQM	Institute of Air Quality Management
ICNIRP	International Commission on Non-Ionizing Radiation Protection
IDB	Internal Drainage Board
IEF	Important Ecological Feature
IEMA	Institute of Environmental Management
IP	Interested Party
IP Regs	The Infrastructure Planning (Interested Parties and Miscellaneous Prescribed Provisions) Regulations 2015
IROPI	Imperative Reasons of Overriding Public Interest
ISH	Issue Specific Hearing
KM	Kilometre
kV	Kilovolt
kW	Kilowatt

LGV	Large Goods Vehicles
LA	Local Authority
LCC	Lincolnshire County Council
LEMP	Landscape and Ecology Management and Monitoring Plan
LFR	Lincolnshire Fire and Rescue
LIA	Local Impact Area
LiDAR	Light detection and ranging
LIR	Local Impact Report
LIS	Local Industrial Strategy
LLFA	Lead Local Flood Authority
LNR	Local Nature Reserve
LPA	Local Planning Authority
LRN	Local Road Network
LSE	Likely Significant Effects
LTP	Local Transport Plan
LVIA	Landscape and Visual Impacts Assessment
LWS	Local Wildlife Sites
M	Metre
the Metric	NE Biodiversity Metric 3.1
MIHA	Major Incident Hazard Site
ML	Marine License
MMO	Marine Management Organisation
MW	Megawatt
MWh	Megawatt hour
MU(s)	Motorised User(s)
NCC	Nottinghamshire County Council
NE	Natural England
NFCC	National Fire Chief Council
NFR	Nottinghamshire Fire and Rescue
NGED	National Grid Electricity Distribution
NGET	National Grid Electricity Transmission
NH	National Highways
NHS	National Health Service
NIA(s)	Noise Important Area(s)
NPSE	Noise Policy Statement for England
NIPA	National Infrastructure Planning Association
NMU(s)	Non-Motorised User(s)
NPA 2017	The Neighbourhood Planning Act 2017
NPPF	National Planning Policy Framework
NPPWa	National Planning Policy for Waste (2014)
NPS	National Policy Statement
NPSA	National Policy Statement for Airports
NPSE	Noise Policy Statement for England (DEFRA 2010)
NPS EN-1	Overarching National Policy Statement for Energy
NPS EN-2	National Policy Statement for Fossil Fuel Electricity Generating Infrastructure
NPS EN-3	National Policy Statement for Renewable Energy Infrastructure
NPS EN-4	National Policy Statement for Gas Supply Infrastructure and Gas and Oil Pipelines

NPS EN-5	National Policy Statement for Electricity Networks Infrastructure
NPS EN-6	National Policy Statement for Nuclear Power Generation
NPSHW	National Policy Statement for Hazardous Waste
NPSNN	National Policy Statement for National Networks
NSIP	Nationally Significant Infrastructure Project
oBSSMP	Outline Battery Storage Safety Management Plan
oCEMP	Outline Construction Environmental Management Plan
oCTMP	Outline Construction Traffic Management Plan
oDS	Outline Decommissioning Statement
OEMP	Operational Environmental Management Plan
oEMP	Outline Environmental Management Plan
oEPMS	Outline Ecological Protection and Mitigation Strategy
OFH	Open Floor Hearing
oLEMP	Outline Landscape and Ecological Management Plan
oLEMS	Outline Landscape and Ecological Management Strategy
ONAN	Oil Natural Air Natural
oPRoWMP	Outline Public Right of Way Management Plan
OS	Open Space
oSMP	Outline Soil Management Plan
oSSCEP	Outline Skills Supply Chain and Employment Plan
oTMP	Outline Traffic Management Plan
PA2008	Planning Act 2008 (as amended)
PAD(SS)	Principal Areas of Disagreement (Summary Statement)
PCC	Parochial Church Council of the Parish of Stow-with-Sturton
PCD	Policy Compliance Document
PDA	Potential development areas
PoC	Point of Connection at West Burton Power Station
PM	Preliminary Meeting
PMA	Private means of access
PP	Protective Provision
PPA	Planning Performance Agreement
PPG	Planning Practice Guidance
PRoW	Public Right of Way/ Public Rights of Way
PRoWMP	Public Right of Way Management Plan
PSED	Public Sector Equality Duty
PV	Photovoltaic
QDA	Qualitative Dust Assessments
R	Requirement
rDCO	The ExA's recommended Development Consent Order
RIES	Report on the Implications for European Sites
RLB	Red Line Boundary (aka Order Limits)
RPG	Registered Park and Garden
RR	Relevant Representations
RTA	Road traffic accidents
RAF	Royal Air Force
s	Section
SAC	Special Area of Conservation
Schedule of Progress	Schedule of Progress Regarding Protective Provisions and Statutory Undertakers

SAM	Scheduled ancient monument
SANG	Suitable Alternative Natural Greenspace
SCL	Special Category Land
SEB	Statutory Environmental Body
SFI	Sustainable Farming Incentive
SMP	Soil Management Plan
SNCB	Statutory Nature Conservation Body
SNCI	Site of Nature Conservation Interest
SoCC	Statement of Community Consultation
SoCG	Statement of Common Ground
SoR	Statement of Reasons
SoS	Secretary of State
SP	Statutory Party
SPA	Special Protection Area
SRN	Strategic Road Network
SSPC	Sturton by Stow Parish Council
SSSI	Site of Special Scientific Interest
STEP	Spherical Tokamak for Energy Production
SU(s)	Statutory Undertakers
SUDS	Sustainable Drainage Systems
µT	Micro Tesla
TA	Transport Assessment
tCO ₂ e	Tonnes of carbon dioxide equivalent
TCPA 1990	The Town and Country Planning Act 1990 (as amended)
TMP	Transport Management Plan
TWh	Terrawatt hour
ToR	Terms of Reference
TP	Temporary Possession
TPO	Tree Preservation Order
TVIDB	Trent Valley Internal Drainage Board
UKAEA	United Kingdom Atomic Energy Authority
UKCP18	United Kingdom Climate Projections 2018
UKHSA	United Kingdom Health Security Agency
USI	Unaccompanied Site Inspection
UU	Unilateral Undertaking
WEEE	Waste Electrical and Electronic Equipment
WFD	Water Framework Directive
WLDC	West Lincolnshire District Council
WHIDB	Witham and Humber Internal Drainage Board
WMS	Written Ministerial Statement
WMP	Water Management Plan
WP	Without Prejudice
WR	Written Representation
WSI	Archaeological Written Scheme of Investigation
WP WSI	Without Prejudice Archaeological Written Scheme of Investigation
WWNPS	Waste Water National Policy Statement
ZOI	Zone of Influence
ZTV	Zone of Theoretical Visibility

ANNEX E: RECOMMENDED DCO

202[] No. 0000

INFRASTRUCTURE PLANNING

The West Burton Solar Project Order 202[]

Made - - - - 202[]

Coming into force - - 202[]

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 - PART 6 — FOR THE PROTECTION OF CADENT GAS LIMITED AS GAS UNDERTAKER
 - PART 7 — FOR THE PROTECTION OF ANGLIAN WATER SERVICES LIMITED
 - PART 8 — FOR THE PROTECTION OF INTERNAL DRAINAGE BOARDS
 - PART 9 — FOR THE PROTECTION OF THE ENVIRONMENT AGENCY
 - PART 10 — FOR THE PROTECTION OF RAILWAY INTERESTS

- PART 11 — FOR THE PROTECTION OF COTTAM SOLAR PROJECT LIMITED
- PART 12 — FOR THE PROTECTION OF GATE BURTON ENERGY PARK LIMITED
- PART 13 — FOR THE PROTECTION OF THE CANAL & RIVER TRUST
- PART 14 — FOR THE PROTECTION OF UNIPER UK LIMITED
- PART 15 — FOR THE PROTECTION OF EXOLUM PIPELINE SYSTEM LIMITED
- PART 16 — FOR THE PROTECTION OF LINCOLNSHIRE FIRE & RESCUE SERVICE
- PART 17 — FOR THE PROTECTION OF TILLBRIDGE SOLAR PROJECT LIMITED
- PART 18 — FOR THE PROTECTION OF EDF ENERGY (THERMAL GENERATION) LIMITED
- PART 19 — FOR THE PROTECTION OF THE UK ATOMIC ENERGY AUTHORITY
- SCHEDULE 16 — PROCEDURE FOR DISCHARGE OF REQUIREMENTS

An application has been made to the Secretary of State for an order granting development consent under section 37 of the Planning Act 2008 (“the 2008 Act”)(a) in accordance with the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009(b).

The application has been examined by the Examining Authority appointed by the Secretary of State pursuant to chapter 3 of Part 6 of the 2008 Act and carried out in accordance with chapter 4 of Part 6 of the Infrastructure Planning (Examination Procedure) Rules 2010(c).

The Examining Authority, having considered the application together with the documents that accompanied it, and the representations made and not withdrawn, has, in accordance with section 74(2)(d) of the 2008 Act made a report and recommendation to the Secretary of State.

The Secretary of State has considered the report and recommendation of the Examining Authority, has taken into account the environmental information in accordance with regulation 4 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017(e) and has had regard to the documents and matters referred to in section 105(2)(f) of the 2008 Act.

The Secretary of State, having decided the application, has determined to make an Order giving effect to the proposals comprised in the application on the terms that in the opinion of the Secretary of State are not materially different from those proposed in the application.

The Secretary of State, in exercise of the powers conferred by sections 114(g), 115(h), 120(i), 122(j), and 123(k) of the 2008 Act, makes the following Order—

(a) 2008 c. 29. Section 37 was amended by section 137(5) of, and paragraph 5 of Schedule 13 to the Localism Act 2011 (c. 20).
 (b) S.I. 2009/2264, amended by S.I. 2010/439, S.I. 2010/602, S.I. 2012/635, S.I. 2012/2654, S.I. 2012/2732, S.I. 2013/522, S.I. 2013/755, S.I. 2014/469, S.I. 2014/2381, S.I. 2015/377, S.I. 2015/1682, S.I. 2017/524, S.I. 2017/572, and S.I. 2018/378.
 (c) S.I. 2010/103.
 (d) As amended by paragraph 29(1) and (3) of Part 1 of Schedule 13 to the Localism Act 2011 (c. 20).
 (e) S.I. 2017/572.
 (f) Section 105(2) was amended by paragraph 50 of Schedule 13 to the Localism Act 2011.
 (g) As amended by paragraph 55 of Part 1 of Schedule 13 to the Localism Act 2011.
 (h) As amended by section 160 of the Housing and Planning Act 2016 (c. 22) and section 43 of the Wales Act 2017 (c. 4).
 (i) As amended by section 140 and paragraph 60 of Part 1 of Schedule 13 to the Localism Act 2011.
 (j) As amended by paragraph 62 of Part 1 of Schedule 13 to the Localism Act 2011.
 (k) Ibid.

PART 1

PRELIMINARY

Citation and commencement

1. This Order may be cited as the [West Burton Solar Project Order 202[*]] and comes into force on [] 202[*].

Interpretation

2.—(1) In this Order—

“the 1961 Act” means the Land Compensation Act 1961(a);

“the 1965 Act” means the Compulsory Purchase Act 1965(b);

“the 1980 Act” means the Highways Act 1980(c);

“the 1981 Act” means the Compulsory Purchase (Vesting Declarations) Act 1981(d);

“the 1984 Act” means the Road Traffic Regulation Act 1984(e);

“the 1989 Act” means the Electricity Act 1989(f);

“the 1990 Act” means the Town and Country Planning Act 1990(g);

“the 1991 Act” means the New Roads and Street Works Act 1991(h);

“the 2008 Act” means the Planning Act 2008(i);

“the 2009 Act” means the Marine and Coastal Access Act 2009(j);

“access plan” means the plan of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the access plan for the purposes of this Order;

“address” includes any number or address used for the purposes of electronic transmission;

“apparatus” has the same meaning as in Part 3 (street works in England and Wales) of the 1991 Act except that, unless otherwise provided, it further includes pipelines (and parts of them), aerial markers, cathodic protection test posts, field boundary markers, transformer rectifier kiosks, electricity cables, telecommunications equipment and electricity cabinets;

“authorised development” means the development and associated development described in Schedule 1 (authorised development) which is development within the meaning of section 32 (meaning of “development”) of the 2008 Act;

“book of reference” means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the book of reference for the purposes of this Order;

“building” includes any structure or erection or any part of a building, structure or erection;

“carriageway” has the same meaning as in the 1980 Act;

“commence” means beginning to carry out a material operation, as defined in section 56(4) of the 1990 Act(k) (which explains when development begins), comprised in or carried out or for the purposes of the authorised development other than the permitted preliminary works (except

(a) 1961 c. 33.

(b) 1965 c. 56.

(c) 1980 c. 66.

(d) 1981 c. 66.

(e) 1984 c. 27.

(f) 1989 c. 29.

(g) 1990 c. 8.

(h) 1991 c. 22. Section 48(3A) was inserted by section 124 of the Local Transport Act 2008 (c. 26). Sections 78(4), 80(4) and 83(4) were amended by section 40 of, and Schedule 1 to, the Traffic Management Act 2004 (c. 18).

(i) 2008 c. 29.

(j) 2009 c. 23.

(k) As amended by paragraph 10(2) of Schedule 7 to the Planning and Compensation Act 1991 c. 34.

where stated to the contrary) and “commencement”, “commenced” and cognate expressions are to be construed accordingly;

“concept design parameters and principles” means the document of that name identified in the table of Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the concept design parameters and principles for the purposes of this Order;

“Cottam Solar Project Order” means a development consent order granted by the Secretary of State following the examination of the project known as the Cottam Solar Project and given reference number EN010133 by the Planning Inspectorate;

“crown land plan” means the plan of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the crown land plan for the purposes of this Order;

“date of decommissioning” means in respect of each part of the authorised development, the date that that part of the authorised development has permanently ceased to generate electricity on a commercial basis;

“date of final commissioning” means the date on which the authorised development commences operation by generating electricity on a commercial basis but excluding the generation of electricity during commissioning and testing;

“definitive map and statement” has the same meaning as in Part III of the Wildlife and Countryside Act 1981(a);

“electronic transmission” means a communication transmitted—

- (a) by means of an electronic communications network; or
- (b) by other means but while in electronic form;

“environmental statement” means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the environmental statement for the purposes of this Order;

“exclude solar array works” means Work No. 1C(i), (ii), or (iii) within the Stow Park Deer Park Land;

“footpath” and “footway” have the same meaning as in the 1980 Act;

“Gate Burton Energy Park Order” means a development consent order granted by the Secretary of State following the examination of the project known as the Gate Burton Energy Park and given reference number EN010131 by the Planning Inspectorate;

“highway” and “highway authority” have the same meaning as in the 1980 Act(b);

“holding company” has the same meaning as in section 1159 of the Companies Act 2006(c);

“important hedgerows plan” means the plan of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the important hedgerows plan for the purposes of this Order;

“land plan” means the plan of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the land plan for the purposes of this Order;

“maintain” includes inspect, repair, adjust, alter, remove, refurbish, reconstruct, replace and improve any part of but not remove, reconstruct or replace the whole of, the authorised development and “maintenance” and “maintaining” are to be construed accordingly;

“National Grid” means National Grid Electricity Transmission plc (company number 2366977) whose registered office is at 1-3 Strand, London, WC2N 5EH or any successor as a licence holder within the meaning of Part 1 of the 1989 Act;

(a) 1981 c. 69.
(b) “highway” is defined in section 328(1). For “highway authority” see section 1.
(c) 2006 c. 46.

“Order land” means the land which is required for or is required to facilitate or is incidental to the authorised development and shown coloured pink, blue or yellow on the land plan and which is within the limits of land to be acquired or used and which is described in the book of reference;

“Order limits” means the limits shown on the works plan within which the authorised development may be carried out and land acquired or used;

“outline battery storage safety management plan” means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the battery storage safety management plan for the purposes of this Order;

“outline construction environmental management plan” means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the outline construction environmental management plan for the purposes of this Order;

“outline construction traffic management plan” means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the outline construction traffic management plan for the purposes of this Order;

“outline decommissioning statement” means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the outline decommissioning statement for the purposes of this Order;

“outline drainage strategy” means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the outline drainage strategy for the purposes of this Order;

“outline ecological protection and mitigation strategy” means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the outline ecological protection and mitigation strategy for the purposes of this Order;

“outline landscape and ecological management plan” means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the outline landscape and ecological management plan for the purposes of this Order;

“outline operational environmental management plan” means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the outline operational environmental management plan for the purposes of this Order;

“outline public rights of way management plan” means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the outline public rights of way management plan for the purposes of this Order;

“outline skills, supply chain and employment plan” means the plan of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the outline skills, supply chain and employment plan for the purposes of this Order;

“outline soil management plan” means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the outline soil management plan for the purposes of this Order;

“owner”, in relation to land, has the same meaning as in section 7 (interpretation) of the Acquisition of Land Act 1981(a);

“permitted preliminary works” means all or any of—

- (a) environmental surveys, geotechnical surveys, intrusive archaeological surveys and other investigations for the purpose of assessing ground conditions;

(a) 1981 c. 67.

- (b) removal of plant and machinery;
- (c) above ground site preparation for temporary facilities for the use of contractors;
- (d) remedial work in respect of any contamination or other adverse ground conditions;
- (e) diversion and laying of apparatus;
- (f) the provision of temporary means of enclosure and site security for construction;
- (g) the temporary display of site notices or advertisements; or
- (h) site clearance (including vegetation removal, demolition of existing buildings and structures);

“plot” means any plot as may be identified by reference to a number and which is listed in the book of reference and shown on the land plan;

“public right of way” includes any public right of way that is added to the definitive map and statement after the making of the Order;

“public rights of way plan” means the plan of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the public rights of way plan for the purposes of this Order;

“relevant planning authority” means the local planning authority for the area in which the land to which the provisions of this Order apply is situated;

“requirements” means those matters set out at Schedule 2 (requirements) and “requirement” means any one of the requirements;

“statutory undertaker” means any person falling within section 127(8) (statutory undertakers’ land) of the 2008 Act and includes a public communications provider defined by section 151(1) (interpretation of chapter 1) of the Communications Act 2003(a);

“Stow Park Deer Park land” means the land shown [coloured []] on the Stow Park Deer Park plan;

“Stow Park Deer Park Plan” means the plan of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the Stow Park Deer Park plan for the purposes of the Order;

“street” means a street within the meaning of section 48 (streets, street works and undertakers) of the 1991 Act, together with land on the verge of a street or between two carriageways, and includes any footpath and part of a street;

“street authority”, in relation to a street, has the same meaning as in Part 3 of the 1991 Act(b);

“streets plan” means the plan of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the streets plan for the purposes of this Order;

“street works” means the works listed in article 8(1) (street works);

“subsidiary” has the same meaning as in section 1159 of the Companies Act 2006(c);

“Tillbridge Solar Order” means a development consent order granted by the Secretary of State following the examination of the project known as Tillbridge Solar Project and given reference number EN010142 by the Planning Inspectorate;

“traffic authority” has the same meaning as in section 121A (traffic authorities) of the 1984 Act(d);

“undertaker” means West Burton Solar Project Limited (company number 13049324) and any other person who for the time being has the benefit of this Order in accordance with article 34 (benefit of the Order) or article 35 (consent to transfer the benefit of the Order);

(a) 2003 c. 21.

(b) “street authority” is defined in section 49, which was amended by paragraph 117 of Schedule 1 to the Infrastructure Act (c. 7).

(c) 2006 c. 46.

(d) Section 121A was inserted by paragraph 70 of Schedule 8 to the 1991 Act, and subsequently amended by section 271 of the Greater London Authority Act 1999 (c. 29); section 1(6) of, and paragraphs 70 and 95 of Schedule 1 to the Infrastructure Act 2015; and S.I. 1999/1920 and S.I. 2001/1400.

“Upper Tribunal” means the Lands Chamber of the Upper Tribunal;

“watercourse” includes every river, stream, creek, ditch, drain, canal, cut, culvert, dyke, sluice, sewer and passage through which water flows except a public sewer or drain;

“working day” means any day other than a Saturday, Sunday or English bank or public holiday;

“works plan” means the plan of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the works plan for the purposes of this Order; and

“without prejudice written scheme of investigation” means the document of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the written scheme of investigation for the purposes of this Order.

(2) References in this Order to rights over land include references to rights to do or restrain or to place and maintain anything in, on or under land or in the airspace above its surface and to any trusts or incidents (including restrictive covenants) to which the land is subject and references in this Order to the imposition of restrictive covenants are references to the creation of rights over land which interfere with the interests or rights of another and are for the benefit of land which is acquired under this Order or over which rights are created and acquired under this Order or is otherwise comprised in this Order.

(3) All distances, directions, capacities and lengths referred to in this Order are approximate and distances between lines or points on a numbered work comprised in the authorised development and shown on the works plan, access plan and public rights of way plan are to be taken to be measured along that work.

(4) References in this Order to numbered works are references to the works comprising the authorised development as numbered in Schedule 1 (authorised development) and shown on the works plan and a reference in this Order to a work designated by a number, or by a combination of letters and numbers, is a reference to the work so designated in that Schedule and a reference to “Work No. 1” or “numbered work 1” means numbered works 1A, 1B and 1C inclusive and the same principle applies to such numbered works that contain letters.

(5) In this Order, the expression “includes” is to be construed without limitation.

(6) In this Order, references to any statutory body include that body’s successor bodies.

(7) All areas described in square metres in the book of reference are approximate.

PART 2

PRINCIPAL POWERS

Development consent etc. granted by this Order

3.—(1) Subject to the provisions of this Order and the requirements in Schedule 2 (requirements), the undertaker is granted development consent for the authorised development to be carried out within the Order limits.

(2) Each numbered work must be situated within the corresponding numbered area shown on the works plan.

Operation of generating station

4.—(1) The undertaker is authorised to use and operate the generating station comprised in the authorised development.

(2) This article does not relieve the undertaker of any requirement to obtain any permit or licence under any other legislation that may be required from time to time to authorise the operation of an electricity generating station.

Power to maintain the authorised development

- 5.—(1) The undertaker may at any time maintain the authorised development.
- (2) This article only authorises the carrying out of maintenance works within the Order limits.
- (3) This article does not authorise the carrying out of any maintenance works which are likely to give rise to any materially new or materially different effects that have not been assessed in the environmental statement.

Application and modification of statutory provisions

6.—(1) The following provisions do not apply in relation to the construction of any work or the carrying out of any operation required for the purposes of, or in connection with, the construction, operation or maintenance of any part of the authorised development—

- (a) section 23 (prohibition of obstructions, etc. in watercourses) of the Land Drainage Act 1991(a);
- (b) section 32(b) (variation of awards) of the Land Drainage Act 1991;
- (c) the provisions of any byelaws made under section 66(c) (powers to make byelaws) of the Land Drainage Act 1991;
- (d) the provisions of any byelaws made under, or having effect as if made under, paragraphs 5, 6 or 6A of Schedule 25(d) (byelaw making powers of the appropriate agency) to the Water Resources Act 1991;
- (e) section 118 (consent request for discharge of trade effluent into public sewer) of the Water Industry Act 1991(e);
- (f) regulation 12 (requirement for environmental permit) of the Environmental Permitting (England and Wales) Regulations 2016(f) in respect of a flood risk activity only;
- (g) the legislation listed in Schedule 3 (legislation to be disapplied) in so far as the provisions still in force are incompatible with the powers contained within this Order and do not impact on the operation or maintenance of the river Trent as a navigable river; and
- (h) the provisions of the Neighbourhood Planning Act 2017(g) insofar as they relate to the temporary possession of land under articles 29 (temporary use of land for constructing the authorised development) and 30 (temporary use of land for maintaining the authorised development) of this Order.

(2) For the purposes of section 9 (requirement of licence for felling) of the Forestry Act 1967(h) any felling comprised in the carrying out of any work or operation required for the purposes of, or in connection with, the construction of the authorised development is deemed to be immediately required for the purpose of carrying out development authorised by planning permission granted under the 1990 Act.

(3) Notwithstanding the provisions of section 208 (liability) of the 2008 Act, for the purposes of regulation 6 (meaning of “development”) of the Community Infrastructure Levy Regulations 2010(i) any building comprised in the authorised development is deemed to be—

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- (a) 1991 c. 59. Section 23 was amended by paragraph 192(2) of Schedule 22 to the Environment Act 1995 (c. 25), paragraphs 25 and 32 of Schedule 2 to the Flood and Water Management Act 2010 (c. 29) and S.I. 2013/755.
 - (b) Section 32 was amended by S.I. 2013/755.
 - (c) Section 66 was amended by paragraphs 25 and 38 of Schedule 2 to the Flood and Water Management Act 2010 and section 86 of the Water Act 2014 (c. 21).
 - (d) Paragraph 5 was amended by section 100 of the Natural Environment and Rural Communities Act 2006 (c. 16), section 84 of, and paragraph 3 of Schedule 11 to the 2009 Act and S.I. 2013/775. Paragraph 6 was amended by section 105 of, and paragraph 26 of Schedule 15 to, the Environment Act 1995, sections 224, 233 and 321 of and paragraphs 20 and 24 of Schedule 16 and Part 5(B) of Schedule 22 to the 2009 Act and S.I. 2013/755. Paragraph 6A was inserted by section 103(3) of the Environment Act 1995.
 - (e) 1991 c. 56. Section 118 was amended by sections 2(2)(b) and 5(5)(f) of the Environment Act 1995 (c. 25) and sections 66(2)(a) and (b) of the Environment (Wales) Act 2016 (anaw 3).
 - (f) S.I. 2016/1154. Regulation 12 was amended by S.I. 2018/110.
 - (g) 2017 c. 20.
 - (h) Section 9 was amended by section 4 of, and paragraph 141 of, Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c. 11) and S.I. 2013/755. There are other amendments to section 9 that are not relevant to this Order.
 - (i) S.I. 2010/948, amended by S.I. 2011/987. There are other amending instruments but none are relevant to this Order.

- (a) a building into which people do not normally go; or
- (b) a building into which people go only intermittently for the purpose of inspecting or maintaining fixed plant or machinery.

Defence to proceedings in respect of statutory nuisance

7.—(1) Where proceedings are brought under section 82(1) (summary proceedings by a person aggrieved by statutory nuisance) of the Environmental Protection Act 1990(a) in relation to a nuisance falling within sub-paragraph (g) of section 79(1) (noise emitted from premises so as to be prejudicial to health or a nuisance) of that Act no order may be made, and no fine may be imposed, under section 82(2) of that Act if—

- (a) the defendant shows that the nuisance—
 - (i) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised development and that the nuisance is attributable to the construction or maintenance of the authorised development in accordance with a notice served under section 60 (control of noise on construction site) of the Control of Pollution Act 1974(b), or a consent given under section 61 (prior consent for work on construction site) of that Act; or
 - (ii) is a consequence of the construction or maintenance of the authorised development and that it cannot reasonably be avoided;
- (b) the nuisance is a consequence of the use of the authorised development and that it cannot be reasonably avoided.

(2) Section 61(9) (consent for work on construction site to include statement that it does not of itself constitute a defence to proceedings under section 82 of the Environmental Protection Act 1990) of the Control of Pollution Act 1974, does not apply where the consent relates to the use of the premises by the undertaker for the purposes of, or in connection with, the construction or maintenance of the authorised development.

PART 3 STREETS

Street works

8.—(1) The undertaker may, for the purposes of the authorised development, enter on so much of any of the streets specified in Schedule 4 (streets subject to street works) and may—

- (a) break up or open the street, or any sewer, drain or tunnel under it;
- (b) drill, tunnel or bore under the street;
- (c) place and keep apparatus in the street;
- (d) maintain apparatus in the street, change its position or remove it;
- (e) repair, replace or otherwise alter the surface or structure of the street or any culvert under the street; and
- (f) execute any works required for or incidental to any works referred to in sub-paragraphs (a) to (e).

(2) The authority given by paragraph (1) is a statutory right or licence for the purposes of sections 48(3) (streets, street works and undertakers) and 51(1) (prohibition of unauthorised street works) of the 1991 Act.

(a) 1990 c. 43.
(b) 1974 c. 40.

(3) Where the undertaker is not the street authority, the provisions of sections 54 (notice of certain works) to 106 (index of defined expressions) of the 1991 Act apply to any street works carried out under paragraph (1).

Power to alter layout, etc., of streets

9.—(1) The undertaker may for the purposes of the authorised development alter the layout of or carry out any works in the street—

- (a) in the case of the streets specified in column 2 of the table in Part 1 (permanent alteration of layout) of Schedule 5 (alteration of streets) permanently in the manner specified in relation to that street in column 3; and
- (b) in the case of the streets as specified in column 2 of the table in Part 2 (temporary alteration of layout) of Schedule 5 (alteration of streets) temporarily in the manner specified in relation to that street in column 3.

(2) Without prejudice to the specific powers conferred by paragraph (1), but subject to paragraphs (3) and (4), the undertaker may, for the purposes of constructing, operating or maintaining the authorised development, alter the layout of any street and, without limitation on the scope of this paragraph, the undertaker may—

- (a) alter the level or increase the width of any kerb, footway, cycle track or verge; and
- (b) make and maintain passing places.

(3) The undertaker must restore any street that has been temporarily altered under this Order to the reasonable satisfaction of the street authority.

(4) The powers conferred by paragraph (2) may not be exercised without the consent of the street authority, such consent to be in a form reasonably required by the street authority.

(5) Paragraphs (3) and (4) do not apply where the undertaker is the street authority for a street in which the works are being carried out.

Construction and maintenance of altered streets

10.—(1) The permanent alterations to each of the streets specified in Part 1 (permanent alteration of layout) of Schedule 5 (alteration of streets) to this Order that are maintained by the highway authority must be completed to the reasonable satisfaction of the highway authority where applicable and, unless otherwise agreed by the highway authority, the alterations must be maintained by and at the expense of the undertaker for a period of 12 months from their completion and from the expiry of that period by and at the expense of the highway authority.

(2) The permanent alterations to each of the streets specified in Part 1 (permanent alteration of layout) of Schedule 5 (alteration of streets) to this Order that are maintained by the street authority must be completed to the reasonable satisfaction of the street authority where applicable and, unless otherwise agreed by the street authority, the alterations must be maintained by the undertaker for a period of 12 months from their completion and from the expiry of that period by and at the expense of the street authority.

(3) Subject to paragraph (4), the temporary alterations to each of the streets specified in Part 2 (temporary alteration of layout) of Schedule 5 (alteration of streets) must be completed to the reasonable satisfaction of the street authority and the temporary alterations must be maintained by and at the expense of the undertaker.

(4) Those restoration works carried out pursuant to article 9(3) (power to alter layout, etc., of streets) must be completed to the reasonable satisfaction of the street authority and must be maintained by the undertaker for a period of 12 months from their completion and from the expiry of that period by and at the expense of the street authority.

(5) In any action against the undertaker in respect of loss or damage resulting from any failure by it to maintain a street under this article, it is a defence (without prejudice to any other defence or the application of the law relating to contributory negligence) to prove that the undertaker had

taken such care as in all the circumstances was reasonably required to secure that the part of the street to which the action relates was not dangerous to traffic.

(6) For the purposes of a defence under paragraph (5), a court must in particular have regard to the following matters—

- (a) the character of the street including the traffic which was reasonably to be expected to use it;
- (b) the standard of maintenance appropriate for a street of that character and used by such traffic;
- (c) the state of repair in which a reasonable person would have expected to find the street;
- (d) whether the undertaker knew, or could reasonably have been expected to know, that the condition of the part of the street to which the action relates was likely to cause danger to users of the street; and
- (e) where the undertaker could not reasonably have been expected to repair that part of the street before the cause of action arose, what warning notices of its condition had been displayed,

but for the purposes of such a defence it is not relevant that the undertaker had arranged for a competent person to carry out or supervise the maintenance of that part of the street to which the action relates unless it is also proved that the undertaker had given that person proper instructions with regard to the maintenance of the street and that those instructions had been carried out.

(7) Paragraphs (2) to (6) do not apply where the undertaker is the street authority for a street in which the works are being carried out.

Temporary prohibition or restriction of use of streets and public rights of way

11.—(1) The undertaker, during and for the purposes of constructing or maintaining the authorised development, may temporarily prohibit the use of, restrict the use of, authorise the use of, alter or divert any street or public right of way and may for any reasonable time—

- (a) divert the traffic or a class of traffic from the street or public right of way;
- (b) authorise the use of motor vehicles on classes of public rights of way where, notwithstanding the provisions of this article, there is otherwise no public right to use motor vehicles; and
- (c) subject to paragraph (2), prevent all persons from passing along the street or public right of way.

(2) The undertaker must provide reasonable access for pedestrians going to or from premises abutting a street or public right of way affected by the temporary prohibition, restriction, alteration or diversion of a street or public right of way under this article if there would otherwise be no such access.

(3) Without prejudice to the generality of paragraph (1), the undertaker may temporarily prohibit the use of, authorise the use of, restrict the use of, alter or divert—

- (a) the streets specified in column 2 of the table in Part 1 (temporary prohibition or restriction of the use of streets) of Schedule 6 (streets and public rights of way) to the extent specified in column 3 of that table;
- (b) the public rights of way specified in column 2 of the table in Part 2 (temporary prohibition or restriction of public rights of way with diversion) of Schedule 6 (streets and public rights of way) to the extent specified in column 3 of that table; and
- (c) the public rights of way specified in column 2 of the table in Part 3 (temporary prohibition or restriction of public rights of way) of Schedule 6 (streets and public rights of way) to the extent specified in column 3 of that table; and

(4) The undertaker must not temporarily prohibit the use of, authorise the use of, restrict the use of, alter or divert—

- (a) any street or public right of way specified in paragraph (3) without first consulting the street authority; and
- (b) any other street or public right of way without the consent of the street authority, and the street authority may attach reasonable conditions to any such consent.

(5) Any person who suffers loss by the suspension of any street or private right of way under this article is entitled to compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(6) Without prejudice to the scope of paragraph (1), the undertaker may use any street or public right of way the use of which has been temporarily prohibited, restricted, altered or diverted under the powers conferred by this article and within the Order limits as a temporary working site.

(7) In this article expressions used both in this article and in the 1984 Act have the same meaning as in that Act.

Use of private roads

12.—(1) The undertaker may use any private road within the Order limits for the passage of persons or vehicles (with or without materials, plant and machinery) for the purposes of, or in connection with, the construction or maintenance of the authorised development.

(2) The undertaker must compensate the person liable for the repair of a road to which paragraph (1) applies for any loss or damage which that person may suffer by reason of the exercise of the power conferred by paragraph (1).

(3) Any dispute as to a person's entitlement to compensation under paragraph (2), or as to the amount of such compensation, is to be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

Access to works

13. The undertaker may, for the purposes of the authorised development—

- (a) form and lay out the permanent means of access, or improve existing means of access, in the locations specified in Part 1 (permanent means of access to works) of Schedule 7 (access to works);
- (b) form and lay out the temporary means of access in the location specified in Part 2 (temporary means of access) of Schedule 7 (access to works); and
- (c) with the approval of the relevant planning authority after consultation with the highway authority, form and lay out such other means of access or improve existing means of access, at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised development.

Agreements with street authorities

14.—(1) A street authority and the undertaker may enter into agreements with respect to—

- (a) the strengthening, improvement, repair or reconstruction of any street under the powers conferred by this Order;
- (b) any prohibition, restriction, alteration or diversion of a street authorised by this Order;
- (c) the undertaking in the street of any of the works referred to in article 8 (street works) and article 10(1) (construction and maintenance of altered streets); or
- (d) the adoption by a street authority which is the highway authority of works—
 - (i) undertaken on a street which is existing public maintainable highway; or
 - (ii) which the undertaker and highway authority agree to be adopted as public maintainable highway.

(2) If such agreement provides that the street authority must undertake works on behalf of the undertaker the agreement may, without prejudice to the generality of paragraph (1)—

- (a) make provision for the street authority to carry out any function under this Order which relates to the street in question;
- (b) specify a reasonable time for the completion of the works; and
- (c) contain such terms as to payment and otherwise as the parties consider appropriate.

Traffic regulation measures

15.—(1) Subject to the provisions of this article the undertaker may at any time, in the interests of safety and for the purposes of, or in connection with, the construction of the authorised development, temporarily place traffic signs and signals in the extents of the road specified in column 2 of the table in Schedule 8 (traffic regulation measures) and the placing of those traffic signs and signals is deemed to have been permitted by the traffic authority for the purposes of section 65 of the 1984 Act and the Traffic Signs Regulations and General Directions 2016(a).

(2) Subject to the provisions of this article and without limitation to the exercise of the powers conferred by paragraph (1), the undertaker may make temporary provision for the purposes of the construction of the authorised development—

- (a) as to the speed at which vehicles may proceed along any road;
- (b) permitting, prohibiting or restricting the stopping, waiting, loading or unloading of vehicles on any road;
- (c) as to the prescribed routes for vehicular traffic or the direction or priority of vehicular traffic on any road;
- (d) permitting, prohibiting or restricting the use by vehicular traffic or non-vehicular traffic of any road; and
- (e) suspending or amending in whole or in part any order made, or having effect as if made, under the 1984 Act.

(3) No speed limit imposed by or under this Order applies to vehicles falling within regulation 3(4) of the Road Traffic Exemptions (Special Forces) (Variation and Amendment) Regulations 2011(b) when in accordance with regulation 3(5) of those regulations.

(4) Before exercising the power conferred by paragraph (2) the undertaker must—

- (a) consult with the chief officer of police in whose area the road is situated; and
- (b) obtain the written consent of the traffic authority.

(5) The undertaker must not exercise the powers in paragraphs (1) or (2) unless it has—

- (a) given not less than 4 weeks' notice in writing of its intention so to do to the chief officer of police and to the traffic authority in whose area the road is situated; and
- (b) not less than 7 days before the provision is to take effect published the undertaker's intention to make the provision in one or more newspapers circulating in the area in which any road to which the provision relates is situated.

(6) Any provision made under the powers conferred by paragraphs (1) or (2) of this article may be suspended, varied or revoked by the undertaker from time to time by subsequent exercise of the powers conferred by paragraph (1) or (2).

(7) Any provision made by the undertaker under paragraphs (1) or (2)—

- (a) must be made by written instrument in such form as the undertaker considers appropriate;
- (b) has effect as if duly made by the traffic authority in whose area the road is situated as a traffic regulation order under the 1984 Act and the instrument by which it is effected may specify specific savings and exemptions to which the provision is subject; and
- (c) is deemed to be a traffic order for the purposes of Schedule 7 to the Traffic Management Act 2004(c) (road traffic contraventions subject to civil enforcement).

(a) S.I. 2016/362.
 (b) S.I. 2011/935.
 (c) 2004 c. 18.

PART 4

SUPPLEMENTAL POWERS

Discharge of water

16.—(1) Subject to paragraphs (3), (4) and (7) the undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the construction or maintenance of the authorised development and for that purpose may lay down, take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with, the watercourse, public sewer or drain.

(2) Any dispute arising from the making of connections to or the use of a public sewer or drain by the undertaker under paragraph (1) is to be determined as if it were a dispute under section 106 (right to communicate with public sewers) of the Water Industry Act 1991(a).

(3) The undertaker must not discharge any water into any watercourse, public sewer or drain except with the consent of the person to whom it belongs whose consent may be given subject to terms and conditions as that person may reasonably impose.

(4) The undertaker must not make any opening into any public sewer or drain except—

- (a) in accordance with plans approved by the person to whom the sewer or drain belongs; and
- (b) where that person has been given the opportunity to supervise the making of the opening.

(5) Where the undertaker discharges water into, or makes any opening into, a watercourse, public sewer or drain belonging to or under the control of a drainage authority, the provisions of Part 8 of Schedule 15 (protective provisions) apply in substitution for the provisions of paragraphs (3) and (4).

(6) The undertaker must take such steps as are reasonably practicable to secure that any water discharged into a watercourse or public sewer or drain pursuant to this article is as free as may be practicable from gravel, soil or other solid substance, oil or matter in suspension.

(7) This article does not authorise the entry into controlled waters of any matter whose entry or discharge into controlled waters requires a licence pursuant to the Environmental Permitting (England and Wales) Regulations 2016(b).

(8) In this article—

- (a) “drainage authority” means the drainage board concerned within the meaning of section 23 of the Land Drainage Act 1991(c);
- (b) “public sewer or drain” means a sewer or drain which belongs to Homes England, the Environment Agency, an internal drainage board, a joint planning board, a local authority, a National Park Authority, a sewerage undertaker or an urban development corporation; and
- (c) other expressions, excluding watercourse, used both in this article and in the Water Resources Act 1991(d) have the same meaning as in that Act.

Removal of human remains

17.—(1) Before the undertaker constructs any part of the authorised development or carries out works which will or may disturb any human remains in the Order limits it must remove those human remains from the Order limits, or cause them to be removed, in accordance with the following provisions of this article.

(2) Before any such remains are removed from the Order limits the undertaker must give notice of the intended removal, describing the Order limits and stating the general effect of the following provisions of this article, by—

(a) 1991 c. 56.
(b) S.I. 2016/1154.
(c) 1991 c. 59.
(d) 1991 c. 57.

- (a) publishing a notice once in each of two successive weeks in a newspaper circulating in the area of the authorised development; and
 - (b) displaying a notice in a conspicuous place on or near the Order limits.
- (3) As soon as reasonably practicable after the first publication of a notice under paragraph (2) the undertaker must send a copy of the notice to the relevant planning authority.
- (4) At any time within 56 days after the first publication of a notice under paragraph (2) any person who is a personal representative or relative of any deceased person whose remains are interred in the Order limits may give notice in writing to the undertaker of that person's intention to undertake the removal of the remains.
- (5) Where a person has given notice under paragraph (4), and the remains in question can be identified, that person may cause such remains to be—
- (a) removed and reinterred in any burial ground or cemetery in which burials may legally take place; or
 - (b) removed to, and cremated in, any crematorium, and that person must, as soon as reasonably practicable after such reinterment or cremation, provide to the undertaker a certificate for the purpose of enabling compliance with paragraph (10).
- (6) If the undertaker is not satisfied that any person giving notice under paragraph (4) is the personal representative or relative as that person claims to be, or that the remains in question cannot be identified, the question is to be determined on the application of either party in a summary manner by the county court, and the court may make an order specifying who is to remove the remains and as to the payment of the costs of the application.
- (7) The undertaker must pay the reasonable expenses of removing and reintering or cremating the remains of any deceased person under this article.
- (8) If—
- (a) within the period of 56 days referred to in paragraph (4) no notice under that paragraph has been given to the undertaker in respect of any remains in the Order limits; or
 - (b) such notice is given and no application is made under paragraph (6) within 56 days after the giving of the notice but the person who gave the notice fails to remove the remains within a further period of 56 days; or
 - (c) within 56 days after any order is made by the county court under paragraph (6) any person, other than the undertaker, specified in the order fails to remove the remains; or
 - (d) it is determined that the remains to which any such notice relates cannot be identified,
- subject to paragraph (10) the undertaker must remove the remains and cause them to be reinterred in such burial ground or cemetery in which burials may legally take place as the undertaker thinks suitable for the purpose; and, so far as possible, remains from individual graves must be reinterred in individual containers which must be identifiable by a record prepared with reference to the original position of burial of the remains that they contain.
- (9) If the undertaker is satisfied that any person giving notice under paragraph (4) is the personal representative or relative as that person claims to be and that the remains in question can be identified, but that person does not remove the remains, the undertaker must comply with any reasonable request that person may make in relation to the removal and reinterment or cremation of the remains.
- (10) On the reinterment or cremation of any remains under this article—
- (a) a certificate of reinterment or cremation must be sent by the undertaker to the Registrar General by the undertaker giving the date of reinterment or cremation and identifying the place from which the remains were removed and the place in which they were reinterred or cremated; and
 - (b) a copy of the certificate of reinterment or cremation and the record mentioned in paragraph (8) must be sent by the undertaker to the relevant planning authority mentioned in paragraph (3).

(11) The removal of the remains of any deceased person under this article must be carried out in accordance with any directions which may be given by the Secretary of State.

(12) Any jurisdiction or function conferred on the county court by this article may be exercised by the district judge of the court.

(13) Section 25 (offence of removal of body from burial ground) of the Burial Act 1857(a) is not to apply to a removal carried out in accordance with this article.

Protective works to buildings

18.—(1) Subject to the following provisions of this article, the undertaker may at its own expense carry out such protective works to any building lying within the Order land as the undertaker considers necessary or expedient.

(2) Protective works may be carried out—

- (a) at any time before or during the construction of any part of the authorised development in the vicinity of the building; or
- (b) after the completion of that part of the authorised development in the vicinity of the building at any time up to the end of the period of five years beginning with the date of final commissioning.

(3) For the purpose of determining how the powers under this article are to be exercised, the undertaker may enter and survey any building falling within paragraph (1) and any land within its curtilage.

(4) For the purpose of carrying out protective works under this article to a building, the undertaker may (subject to paragraphs (5) and (6))—

- (a) enter the building and any land within its curtilage; and
- (b) where the works cannot be carried out reasonably conveniently without entering land which is adjacent to the building but outside its curtilage, enter the adjacent land (but not any building erected on it).

(5) Before exercising—

- (a) a right under paragraph (1) to carry out protective works to a building;
- (b) a right under paragraph (3) to enter a building and land within its curtilage;
- (c) a right under paragraph (4)(a) to enter a building and land within its curtilage;
- (d) a right under paragraph (4)(b) to enter land,

the undertaker must, except in the case of emergency, serve on the owners and occupiers of the building or land not less than 14 days' notice of its intention to exercise that right and, in a case falling within sub-paragraph (a), (c) or (d), specifying the protective works proposed to be carried out.

(6) Where a notice is served under paragraph (5)(a), (5)(c) or (5)(d), the owner or occupier of the building or land concerned may, by serving a counter-notice within the period of 10 days beginning with the day on which the notice was served, require the question whether it is necessary or expedient to carry out the protective works or to enter the building or land to be referred to arbitration under article 42 (arbitration).

(7) The undertaker must compensate the owners and occupiers of any building or land in relation to which rights under this article have been exercised for any loss or damage arising to them by reason of the exercise of those rights.

(8) Where—

- (a) protective works are carried out under this article to a building; and

(a) 1857 c. 81. Substituted by Church of England (Miscellaneous Provisions) Measure 2014 No., 1 s.2 (January 1, 2015: substitution has effect subject to transitional and saving provisions specified in S.I. 2014/2077 Schedule 1 paragraphs 1 and 2.

- (b) within the period of five years beginning with the date of final commissioning it appears protective works are inadequate to protect the building against damage caused by the construction or use of that part of the authorised development,

the undertaker must compensate the owners and occupiers of the building for any loss or damage sustained by them.

(9) Nothing in this article relieves the undertaker from any liability to pay compensation under section 10(2) (compensation for injurious affection) of the 1965 Act.

(10) Any compensation payable under paragraph (7) or (8) must be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(11) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the entry onto, or possession of, land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

(12) In this article “protective works” in relation to a building means—

- (a) underpinning, strengthening and any other works the purpose of which is to prevent damage which may be caused to the building by the construction, maintenance or use of the authorised development; and
- (b) any works the purpose of which is to remedy any damage which has been caused to the building by the construction, maintenance or use of the authorised development.

Authority to survey and investigate the land

19.—(1) The undertaker may for the purposes of this Order enter on any land shown within the Order limits or enter on any land which may be affected by the authorised development or enter on any land upon which entry is required in order to carry out monitoring or surveys in respect of the authorised development and—

- (a) survey or investigate the land;
- (b) without prejudice to the generality of sub-paragraph (a), make trial holes or bore holes in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer and subsoil and groundwater and remove soil and groundwater samples;
- (c) without prejudice to the generality of sub-paragraph (a), carry out ecological or archaeological investigations on such land, including the digging of trenches; and
- (d) place on, leave on and remove from the land apparatus for use in connection with the survey and investigation of land and making of trial holes, bore holes or trenches.

(2) No land may be entered or equipment placed or left on or removed from the land under paragraph (1) unless at least 14 days’ notice has been served on every owner and occupier of the land.

(3) Any person entering land under this article on behalf of the undertaker—

- (a) must, if so required before entering the land, produce written evidence of their authority to do so; and
- (b) may take with them such vehicles and equipment as are necessary to carry out the survey or investigation or to make the trial holes.

(4) No trial holes are to be made under this article—

- (a) in land located within the highway boundary without the consent of the highway authority; or
- (b) in a private street without the consent of the street authority.

(5) The undertaker must compensate the owners and occupiers of the land for any loss or damage arising by reason of the exercise of the authority conferred by this article, such compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(6) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the entry onto, or possession of, land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

PART 5 POWERS OF ACQUISITION

Compulsory acquisition of land

20.—(1) The undertaker may—

- (a) acquire compulsorily so much of the Order land as is required for the authorised development or to facilitate, or as is incidental, to it; and
- (b) use any land so acquired for the purpose authorised by this Order or for any other purposes in connection with or ancillary to the authorised development.

(2) This article is subject to article 21 (time limit for exercise of authority to acquire land compulsorily), paragraph (2) of article 22 (compulsory acquisition of rights), article 29 (temporary use of land for constructing the authorised development) and article 31 (statutory undertakers).

Time limit for exercise of authority to acquire land compulsorily

21.—(1) After the end of the period of five years beginning on the day on which this Order is made—

- (a) no notice to treat is to be served under Part 1 (compulsory purchase under Acquisition of Land Act 1946) of the 1965 Act; and
- (b) no declaration is to be executed under section 4 (execution of declaration) of the 1981 Act as applied by article 24 (application of the 1981 Act).

(2) The authority conferred by article 29 (temporary use of land for constructing the authorised development) ceases at the end of the period referred to in paragraph (1), except that nothing in this paragraph prevents the undertaker remaining in possession of land after the end of that period, if the land was entered and possession was taken before the end of that period.

Compulsory acquisition of rights

22.—(1) Subject to paragraph (2) and article 29 (temporary use of land for constructing the authorised development), the undertaker may acquire compulsorily such rights over the Order land or impose such restrictive covenants over the Order land as may be required for any purpose for which that land may be acquired under article 20 (compulsory acquisition of land), by creating them as well as by acquiring rights already in existence.

(2) Subject to the provisions of this paragraph, article 23 (private rights) and article 31 (statutory undertakers), in the case of the Order land specified in column 1 of Schedule 9 (land in which only new rights etc. may be acquired) the undertaker's powers of compulsory acquisition are limited to the acquisition of existing rights and benefit of restrictive covenants over that land and the creation and acquisition of such new rights and the imposition of restrictive covenants for the purpose specified in relation to that land in column 2 of that Schedule.

(3) Subject to section 8 (other provisions as to divided land) and Schedule 2A (counter-notice requiring purchase of land) of the 1965 Act (as substituted by paragraph 5(8) of Schedule 10 (modification of compensation and compulsory purchase enactments for the creation of new rights and imposition of new restrictive covenants)), where the undertaker creates or acquires an existing right over land or the benefit of a restrictive covenant under paragraph (1) or (2), the undertaker is not required to acquire a greater interest in that land.

(4) Schedule 10 (modification of compensation and compulsory purchase enactments for the creation of new rights and imposition of new restrictive covenants) has effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their application in relation to the compulsory acquisition under this article of a right over land by the creation of a new right or the imposition of restrictive covenants.

(5) In any case where the acquisition of new rights or imposition of a restriction under paragraph (1) or (2) is required for the purpose of diverting, replacing or protecting apparatus of a statutory undertaker, the undertaker may, with the consent of the Secretary of State, transfer the power to acquire such rights to the statutory undertaker in question.

(6) The exercise by a statutory undertaker of any power in accordance with a transfer under paragraph (5) is subject to the same restrictions, liabilities and obligations as would apply under this Order if that power were exercised by the undertaker.

(7) This article is subject to article 48 (Crown rights).

Private rights

23.—(1) Subject to the provisions of this article, all private rights and restrictive covenants over land subject to compulsory acquisition under this Order are extinguished—

- (a) from the date of acquisition of the land, or of the right, or of the benefit of the restrictive covenant by the undertaker, whether compulsorily or by agreement or through the grant of a lease of the land by agreement; or
- (b) on the date of entry on the land by the undertaker under section 11(1) (power of entry) of the 1965 Act.

(2) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to the compulsory acquisition of rights or the imposition of restrictive covenants under article 22 (compulsory acquisition of rights) cease to have effect in so far as their continuance would be inconsistent with the exercise of the right or compliance with the restrictive covenant—

- (a) as from the date of the acquisition of the right or imposition of the restrictive covenant by the undertaker (whether the right is acquired compulsorily, by agreement or through the grant of a lease of the land by agreement); or
- (b) on the date of entry on the land by the undertaker under section 11(1) (power of entry) of the 1965 Act in pursuance of the right.

(3) Subject to the provisions of this article, all private rights or restrictive covenants over land of which the undertaker takes temporary possession under this Order are suspended and unenforceable, in so far as their continuance would be inconsistent with the purpose for which temporary possession is taken, for as long as the undertaker remains in lawful possession of the land.

(4) Any person who suffers loss by the extinguishment or suspension of any private right or restrictive covenant under this article is entitled to compensation in accordance with the terms of section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act to be determined, in case of dispute, under Part 1 of the 1961 Act.

(5) This article does not apply in relation to any right to which section 138 (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) of the 2008 Act or article 31 (statutory undertakers) applies.

(6) Paragraphs (1) to (3) have effect subject to—

- (a) any notice given by the undertaker before—
 - (i) the completion of the acquisition of the land or the acquisition of rights or the imposition of restrictive covenants over or affecting the land;
 - (ii) the undertaker's appropriation of the land;
 - (iii) the undertaker's entry onto the land; or
 - (iv) the undertaker's taking temporary possession of the land,

- that any or all of those paragraphs do not apply to any right specified in the notice; or
- (b) any agreement made at any time between the undertaker and the person in or to whom the right in question is vested or belongs.
- (7) If an agreement referred to in paragraph (6)(b)—
- (a) is made with a person in or to whom the right is vested or belongs; and
- (b) is expressed to have effect also for the benefit of those deriving title from or under that person, the agreement is effective in respect of the persons so deriving title, whether that title was derived before or after the making of the agreement.
- (8) References in this article to private rights over land include any right of way, trust, incident, restrictive covenant, easement, liberty, privilege, right or advantage annexed to land and adversely affecting other land, including any natural right to support; and include restrictions as to the user of land arising by virtue of a contract, agreement or undertaking having that effect.

Application of the 1981 Act

- 24.—(1) The 1981 Act applies as if this Order were a compulsory purchase order.
- (2) The 1981 Act, as applied by paragraph (1), has effect with the following modifications.
- (3) In section 1 (application of the Act), for subsection 2 substitute—
- “(2) This section applies to any Minister, any local or other public authority or any other body or person authorised to acquire land by means of a compulsory purchase order.”.
- (4) In section 5(2) (earliest date for execution of declaration) omit the words from “and this subsection” to the end.
- (5) Section 5A (time limit for general vesting declaration) is omitted(a).
- (6) In section 5B(1) (extension of time limit during challenge) for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order), the three year period mentioned in 5A” substitute “section 118 (legal challenges relating to applications for orders granting development consent) of the 2008 Act, the five year period mentioned in article 21 (time limit for exercise of authority to acquire land compulsorily) of the West Burton Solar Project Order 202[]”.
- (7) In section 6 (notices after extension of declaration), in subsection (1)(b) for “section 15 of, or paragraph 6 of Schedule 1 to, the Acquisition of Land Act 1981” substitute “section 134 (notice of authorisation of compulsory acquisition of the Planning Act 2008”.
- (8) In section 7 (constructive notice to treat), in subsection (1)(a) omit the words “(as modified by section 4 of the Acquisition of Land Act 1981)”.
- (9) In Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration), for paragraph 1(2) substitute—
- “(2) But see article 25(3) (acquisition of subsoil only) of the West Burton Solar Project Order 202[], which excludes the acquisition of subsoil only from this Schedule.”.
- (10) References to the 1965 Act in the 1981 Act must be construed as references to the 1965 Act as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act (and as modified by article 27 (modification of Part 1 of the Compulsory Purchase Act 1965)) to the compulsory acquisition of land under this Order.

Acquisition of subsoil only

- 25.—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil of the land referred to in paragraph (1) of article 20 (compulsory acquisition of land) or article 22 (compulsory acquisition of rights) as may be required for any purpose for which that land may be acquired under that provision instead of acquiring the whole of the land.

(a) Section 5A to the 1981 Act was inserted by section 182(2) of the Housing and Planning Act 2016 (c. 22).

(2) Where the undertaker acquires any part of, or rights in, the subsoil of land, the undertaker is not required to acquire an interest in any other part of the land.

(3) The following do not apply in connection with the exercise of the power under paragraph (1) in relation to subsoil only—

- (a) Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act;
- (b) Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration) to the 1981 Act; and
- (c) section 153(4A) (blighted land: proposed acquisition of part interest; material detriment test) of the 1990 Act.

(4) Paragraphs (2) and (3) are to be disregarded where the undertaker acquires a cellar, vault, arch or other construction forming part of a house, building or manufactory.

Power to override easements and other rights

26.—(1) Any authorised activity which takes place on land within the Order land (whether the activity is undertaken by the undertaker or by any person deriving title from the undertaker or by any contractors, servants or agents of the undertaker) is authorised by this Order if it is done in accordance with the terms of this Order, notwithstanding that it involves—

- (a) an interference with an interest or right to which this article applies; or
- (b) a breach of a restriction as to the user of land arising by virtue of a contract.

(2) In this article “authorised activity” means—

- (a) the erection, construction or maintenance of any part of the authorised development;
- (b) the exercise of any power authorised by the Order; or
- (c) the use of any land within the Order land (including the temporary use of land).

(3) The interests and rights to which this article applies include any easement, liberty, privilege, right or advantage annexed to land and adversely affecting other land, including any natural right to support and include restrictions as to the user of land arising by virtue of a contract.

(4) Where an interest, right or restriction is overridden by paragraph (1), compensation—

- (a) is payable under section 7 (measure of compensation in case of severance) or 10 (further provision as to compensation for injurious affection) of the 1965 Act; and
- (b) is to be assessed in the same manner and subject to the same rules as in the case of other compensation under those sections where—
 - (i) the compensation is to be estimated in connection with a purchase under that Act; or
 - (ii) the injury arises from the execution of works on or use of land acquired under that Act.

(c) Where a person deriving title under the undertaker by whom the land in question was acquired—

- (i) is liable to pay compensation by virtue of paragraph (4); and
- (ii) fails to discharge that liability,
the liability is enforceable against the undertaker.

(5) Nothing in this article is to be construed as authorising any act or omission on the part of any person which is actionable at the suit of any person on any grounds other than such an interference or breach as is mentioned in paragraph (1).

Modification of Part 1 of the Compulsory Purchase Act 1965

27.—(1) Part 1 of the 1965 Act (compulsory acquisition under Acquisition of Land Act 1946), as applied to this Order by section 125 (application of compulsory acquisition provisions) of the 2008 Act, is modified as follows.

(2) In section 4A(1) (extension of time limit during challenge) for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order), the three year period mentioned in section 4” substitute “section 118 (legal challenges relating to applications for orders granting development consent) of the Planning Act 2008, the five year period mentioned in article 21 (time limit for exercise of authority to acquire land compulsorily) of the West Burton Solar Project Order 202[]”.

(3) In section 11A (powers of entry: further notice of entry)—

(a) in subsection (1)(a), after “land” insert “under that provision”; and

(b) in subsection (2), after “land” insert “under that provision”.

(4) In section 22(2) (expiry of time limit for exercise of compulsory purchase power not to affect acquisition of interests omitted from purchase), for “section 4 of this Act” substitute “article 21 (time limit for exercise of authority to acquire land compulsorily) of the West Burton Solar Project Order 202[]”.

(5) In Schedule 2A (counter-notice requiring purchase of land not in notice to treat)—

(a) for paragraphs 1(2) and 14(2) substitute—

“(2) But see article 25(3) (acquisition of subsoil only) of the West Burton Solar Project Order 202[], which excludes the acquisition of subsoil only from this Schedule”; and

(b) after paragraph 29 insert—

“PART 4 INTERPRETATION

30. In this Schedule, references to entering on and taking possession of land do not include doing so under article 18 (protective works to buildings), article 29 (temporary use of land for constructing the authorised development) or article 30 (temporary use of land for maintaining the authorised development) of the West Burton Solar Project Order 202[].”.

Rights under or over streets

28.—(1) The undertaker may enter on, appropriate and use so much of the subsoil of or airspace over any street within the Order limits as may be required for the purposes of the authorised development and may use the subsoil or airspace for those purposes or any other purpose ancillary to the authorised development.

(2) Subject to paragraph (3), the undertaker may exercise any power conferred by paragraph (1) in relation to a street without being required to acquire any part of the street or any easement or right in the street.

(3) Paragraph (2) does not apply in relation to—

(a) any subway or underground building; or

(b) any cellar, vault, arch or other construction in, on or under a street which forms part of a building fronting onto the street.

(4) Subject to paragraph (5), any person who is an owner or occupier of land appropriated under paragraph (1) without the undertaker acquiring any part of that person’s interest in the land, and who suffers loss as a result, is entitled to compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(5) Compensation is not payable under paragraph (4) to any person who is an undertaker to whom section 85 (sharing cost of necessary measures) of the 1991 Act applies in respect of measures of which the allowable costs are to be borne in accordance with that section.

Temporary use of land for constructing the authorised development

29.—(1) The undertaker may, in connection with the construction of the authorised development—

(a) enter on and take temporary possession of—

- (i) so much of the land specified in column (1) of the table in Schedule 11 (land of which temporary possession may be taken) for the purpose specified in relation to the land in column (2) of that table; and
 - (ii) any other Order land in respect of which no notice of entry has been served under section 11 of the 1965 Act (powers of entry) and no declaration has been made under section 4 of the 1981 Act (execution of declaration);
- (b) remove any buildings, agricultural plant and apparatus, drainage, fences, debris and vegetation from that land;
 - (c) construct temporary works (including means of access), haul roads, security fencing, bridges, structures and buildings on that land;
 - (d) use the land for the purposes of a temporary working site with access to the working site in connection with the authorised development;
 - (e) construct any works on that land as are mentioned in Schedule 1 (authorised development); and
 - (f) carry out mitigation works required under the requirements in Schedule 2 (requirements).
- (2) Paragraph (1) does not authorise the undertaker to take temporary possession of—
- (a) any house or garden belonging to a house; or
 - (b) any building (other than a house) if it is for the time being occupied.
- (3) Not less than 14 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.
- (4) The undertaker must not, without the agreement of the owners of the land, remain in possession of any land under this article—
- (a) in the case of the land referred to in paragraph (1)(a)(i) after the end of the period of one year beginning with the date of final commissioning of the part of the authorised development for which temporary possession of the land was taken; or
 - (b) in the case of land referred to in paragraph (1)(a)(ii) after the end of the period of one year beginning with the date of final commissioning of the part of the authorised development for which temporary possession of the land was taken unless the undertaker has, before the end of that period, served a notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act in relation to that land.
- (5) Unless the undertaker has served notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act or otherwise acquired the land or rights over land subject to temporary possession, the undertaker must before giving up possession of land of which temporary possession has been taken under this article, remove all works and restore the land to the reasonable satisfaction of the owners of the land; but the undertaker is not required to—
- (a) replace any building, structure, debris, drain or electric line removed under this article;
 - (b) remove any drainage works installed by the undertaker under this article;
 - (c) remove any new road surface or other improvements carried out under this article to any street specified in Schedule 4 (streets subject to street works), Schedule 5 (alteration of streets) or Schedule 7 (access to works);
 - (d) remove any fencing or boundary treatments installed by the undertaker under this article to replace or enhance existing fencing or boundary treatments; or
 - (e) restore the land on which any works have been carried out under paragraph (1)(f) insofar as the works relate to mitigation works identified in the environmental statement or required pursuant to the requirements in Schedule 2 (requirements).
- (6) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of any power conferred by this article.

(7) Any dispute as to a person's entitlement to compensation under paragraph (6), or as to the amount of the compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(8) Nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the carrying out of the authorised development, other than loss or damage for which compensation is payable under paragraph (6).

(9) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(10) The undertaker must not compulsorily acquire, acquire new rights over or impose restrictive covenants over, the land referred to in paragraph (1)(a)(i) under this Order.

(11) Nothing in this article precludes the undertaker from—

- (a) creating and acquiring new rights or imposing restrictions over any part of the Order land identified in Schedule 10 (land in which only new rights etc. may be acquired); or
- (b) acquiring any part of the subsoil of (or rights in the subsoil of) that land under article 25 (acquisition of subsoil only) or any part of the subsoil of or airspace over that land under article 28 (rights under or over streets).

(12) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use of land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

(13) Nothing in this article prevents the taking of temporary possession more than once in relation to any land that the undertaker takes temporary possession of under this article.

Temporary use of land for maintaining the authorised development

30.—(1) Subject to paragraph (2), at any time during the maintenance period relating to any part of the authorised development, the undertaker may—

- (a) enter on and take temporary possession of any land within the Order land if such possession is reasonably required for the purpose of maintaining the authorised development;
- (b) enter on any land within the Order land for the purpose of gaining such access as is reasonably required for the purpose of maintaining the authorised development; and
- (c) construct such temporary works (including the provision of means of access) and buildings on the land as may be reasonably necessary for that purpose.

(2) Paragraph (1) does not authorise the undertaker to take temporary possession of—

- (a) any house or garden belonging to a house; or
- (b) any building (other than a house) if it is for the time being occupied.

(3) Not less than 28 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(4) The undertaker may only remain in possession of land under this article for so long as may be reasonably necessary to carry out the maintenance of the part of the authorised development for which possession of the land was taken.

(5) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land.

(6) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of this article.

(7) Any dispute as to a person's entitlement to compensation under paragraph (6), or as to the amount of compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(8) Nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the maintenance of the authorised development, other than loss or damage for which compensation is payable under paragraph (6).

(9) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(10) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use of land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

(11) In this article "the maintenance period" means the period of five years beginning with the date of final commissioning of the part of the authorised development for which temporary possession is required under this article except in relation to landscaping where "the maintenance period" means such period as set out in the landscape and ecological management plan which is approved by the relevant planning authority pursuant to requirement 7 beginning with the date on which that part of the landscaping is completed.

Statutory undertakers

31. Subject to the provisions of Schedule 16 (protective provisions) the undertaker may—

- (a) acquire compulsorily, or acquire new rights or impose restrictive covenants over, the land belonging to statutory undertakers shown on the land plan within the Order land; and
- (b) extinguish the rights of, remove, relocate the rights of or reposition the apparatus belonging to statutory undertakers over or within the Order land.

Apparatus and rights of statutory undertakers in stopped up streets

32. Where a street is altered or diverted or its use is temporarily prohibited or restricted under article 8 (street works), article 9 (power to alter layout, etc., of streets), article 10 (construction and maintenance of altered streets) or article 11 (temporary prohibition or restriction of use of streets and public rights of way) any statutory undertaker whose apparatus is under, in, on, along or across the street has the same powers and rights in respect of that apparatus, subject to Schedule 15 (protective provisions), as if this Order had not been made.

Recovery of costs of new connections

33.—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 31 (statutory undertakers) any person who is the owner or occupier of premises to which a supply was given from that apparatus is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of effecting a connection between the premises and any other apparatus from which a supply is given.

(2) Paragraph (1) does not apply in the case of the removal of a public sewer but where such a sewer is removed under article 31 (statutory undertakers), any person who is—

- (a) the owner or occupier of premises the drains of which communicated with that sewer; or
- (b) the owner of a private sewer which communicated with that sewer,

is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of making the drain or sewer belonging to that person communicate with any other public sewer or with a private sewerage disposal plant.

(3) This article does not have effect in relation to apparatus to which Part 3 (street works in England and Wales) of the 1991 Act applies.

(4) In this article—

“public communications provider” has the same meaning as in section 151(1) (interpretation of Chapter 1) of the Communications Act 2003(a); and

“public utility undertaker” has the same meaning as in the 1980 Act.

PART 6

MISCELLANEOUS AND GENERAL

Benefit of the Order

34.—(1) Subject to paragraph (2) and article 35 (consent to transfer the benefit of the Order), the provisions of this Order have effect solely for the benefit of the undertaker.

(2) Paragraph (1) does not apply to Work No. 4 in respect of which the provisions of this Order are for the benefit of the undertaker and National Grid.

Consent to transfer the benefit of the Order

35.—(1) Subject to the powers of this Order, the undertaker may—

- (a) transfer to another person (“the transferee”) any or all of the benefit of the provisions of this Order and such related statutory rights as may be agreed between the undertaker and the transferee; and
- (b) grant to another person (“the lessee”) for a period agreed between the undertaker and the lessee any or all of the benefit of the provisions of this Order and such related statutory rights as may be so agreed.

(2) Where a transfer or grant has been made references in this Order to the undertaker, except in paragraph (9), are to include references to the transferee or lessee.

(3) The consent of the Secretary of State is required for the exercise of the powers of paragraph (1) except where—

- (a) the transferee or lessee is the holder of a licence under section 6 (licences authorising supply etc.) of the 1989 Act;
- (b) in respect of Work No. 5B, the transferee or lessee is the undertaker as defined in the Cottam Solar Project Order, the Gate Burton Energy Park Order, or the Tillbridge Solar Order;
- (c) the transferee or lessee is a holding company or subsidiary of the undertaker; or
- (d) the time limits for claims for compensation in respect of the acquisition of land or effects upon land under this Order have elapsed and—
 - (i) no such claims have been made;
 - (ii) any such claim has been made and has been compromised or withdrawn;
 - (iii) compensation has been paid in full and final settlement of any such claim;
 - (iv) payment of compensation into court has taken place in lieu of settlement of any such claim; or
 - (v) it has been determined by a tribunal or court of competent jurisdiction in respect of any such claim that no compensation is payable.

(4) Where the consent of the Secretary of State is not required, the undertaker must notify the Secretary of State.

(a) 2003 c. 21.

- (5) The notification referred to in paragraph (4) must state—
- (a) the name and contact details of the person to whom the benefit of the powers will be transferred or granted;
 - (b) subject to paragraph(6), the date on which the transfer will take effect;
 - (c) the powers to be transferred or granted;
 - (d) pursuant to paragraph(8), the restrictions, liabilities and obligations that will apply to the person exercising the powers transferred or granted; and
 - (e) where relevant, a plan showing the works or areas to which the transfer or grant relates.
- (6) The date specified under paragraph (5)(b) must not be earlier than the expiry of five working days from the date of the receipt of the notification.
- (7) The notification given must be signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted as specified in that notification.
- (8) Where the undertaker has transferred any benefit, or for the duration of any period during which the undertaker has granted any benefit—
- (a) the benefit transferred or granted (“the transferred benefit”) must include any rights that are conferred, and any obligations that are imposed, by virtue of the provisions to which the benefit relates;
 - (b) the transferred benefit will reside exclusively with the transferee or, as the case may be, the lessee and the transferred benefit will not be enforceable against the undertaker; and
 - (c) the exercise by a person of any benefits or rights conferred in accordance with any transfer or grant is subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.

Application of landlord and tenant law

- 36.—(1) This article applies to—
- (a) any agreement for leasing to any person the whole or any part of the authorised development or the right to operate the same; and
 - (b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised development, or any part of it,

so far as any such agreement relates to the terms on which any land which is the subject of a lease granted by or under that agreement is to be provided for that person’s use.

- (2) No enactment or rule of law regulating the rights and obligations of landlords and tenants prejudices the operation of any agreement to which this article applies.
- (3) Accordingly, no such enactment or rule of law applies in relation to the rights and obligations of the parties to any lease granted by or under any such agreement, so as to—
- (a) exclude or in any respect modify any of the rights and obligations of those parties under the terms of the lease, whether with respect to the termination of the tenancy or any other matter;
 - (b) confer or impose on any such party any right or obligation arising out of or connected with anything done or omitted on or in relation to land which is the subject of the lease, in addition to any such right or obligation provided for by the terms of the lease; or
 - (c) restrict the enforcement (whether by action for damages or otherwise) by any party to the lease of any obligation of any other party under the lease.

Operational land for the purposes of the 1990 Act

37. Development consent granted by this Order is to be treated as specific planning permission for the purposes of section 264(3) (cases in which land is to be treated as operational land) of the 1990 Act.

Felling or lopping of trees and removal of hedgerows

38.—(1) The undertaker may fell or lop any tree or shrub near any part of the authorised development or cut back its roots, if it reasonably believes it to be necessary to do so to prevent the tree or shrub from—

- (a) obstructing or interfering with the construction, maintenance or operation of the authorised development or any apparatus used in connection with the authorised development;
- (b) constituting a danger to persons using the authorised development;
- (c) obstructing or interfering with the passage of construction vehicles to the extent necessary for the purposes of construction of the authorised development.

(2) In carrying out any activity authorised by paragraph (1) the undertaker must do no unnecessary damage to any tree or shrub and must pay compensation to any person for any loss or damage arising from such activity.

(3) Any dispute as to a person’s entitlement to compensation under paragraph (2), or as to the amount of compensation, is to be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(4) The undertaker may, for the purposes of the authorised development or in connection with the authorised development and subject to paragraph (2) remove part of the hedgerows specified in column 2 of the table in Part 1, column 2 of the table in Part 2 and column 2 of the table in Part 3 of Schedule 12 (hedgerows to be removed) to the extent set out in the landscape and ecological management plan approved pursuant to requirement 7 in Schedule 2 (requirements).

(5) The undertaker may not pursuant to paragraphs (1) and (4) fell or lop a tree or remove hedgerows within the extent of the publicly maintainable highway without the prior consent of the highway authority.

(6) In this article “hedgerow” has the same meaning as in the Hedgerows Regulations 1997^(a).

Trees subject to tree preservation orders

39.—(1) The undertaker may, if it reasonably believes it to be necessary to do so in order to prevent the tree from obstructing or interfering with the construction, maintenance or operation of the authorised development or any apparatus used in connection with the authorised development, fell or lop or cut back the roots of any tree that is subject to a tree preservation order and is—

- (a) described in the outline landscape and ecological management plan;
- (b) described in the landscape and ecological management plan approved pursuant to Requirement 7; or
- (c) located within or overhanging land within the Order limits provided the tree preservation order is made after the date the landscape and ecological management plan is approved pursuant to Requirement 7.

(2) In carrying out any activity authorised by paragraph (1)—

- (a) the undertaker must do no unnecessary damage to any tree and must pay compensation to any person for any loss or damage arising from such activity; and
- (b) the duty contained in section 206(1) (replacement of trees) of the 1990 Act does not apply.

(3) The authority given by paragraph (1) constitutes a deemed consent under the relevant tree preservation order.

(4) Any dispute as to a person’s entitlement to compensation under paragraph (2), or as to the amount of compensation, is to be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(a) S.I. 1997/1160.

Certification of plans and documents, etc.

40.—(1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of all documents and plans listed in the table at Part 1 of Schedule 13 (documents and plans to be certified) for certification that they are true copies of the documents referred to in this Order.

(2) Before submitting the documents and plans in accordance with paragraph (1), the undertaker must substitute or supplement, as the case may be, the documents listed in column 1 of the table at Part 2 of Schedule 13 (documents and plans to be certified) with the documents listed in column 2 of that table.

(3) A plan or document so certified is admissible in any proceedings as evidence of the contents of the document of which it is a copy.

No double recovery

41. Compensation is not payable in respect of the same matter both under this Order and under any enactment, any contract or any rule of law.

Arbitration

42.—(1) Any difference under any provision of this Order, unless otherwise provided for, is to be referred to and settled in arbitration in accordance with the rules set out in Schedule 14 (arbitration rules) of this Order, by a single arbitrator to be agreed upon by the parties, within 14 days of receipt of the notice of arbitration, or if the parties fail to agree within the time period stipulated, to be appointed on application of either party (after giving written notice to the other) by the Secretary of State.

(2) Any matter for which the consent or approval of the Secretary of State is required under any provision of this Order is not subject to arbitration.

Protective provisions

43. Schedule 16 (protective provisions) has effect.

Service of notices

44.—(1) A notice or other document required or authorised to be served for the purposes of this Order may be served—

- (a) by post;
- (b) by delivering it to the person on whom it is to be served or to whom it is to be given or supplied; or
- (c) with the consent of the recipient and subject to paragraphs (6) to (8), by electronic transmission.

(2) Where the person on whom a notice or other document to be served for the purposes of this Order is a body corporate, the notice or document is duly served if it is served on the secretary or clerk of that body.

(3) For the purposes of section 7 (references to service by post) of the Interpretation Act 1978(a) as it applies for the purposes of this article, the proper address of any person in relation to the service on that person of a notice or document under paragraph (1) is, if that person has given an address for service, that address and otherwise—

- (a) in the case of the secretary or clerk of a body corporate, the registered or principal office of that body; and
- (b) in any other case, the last known address of that person at that time of service.

(a) 1978 c. 30.

(4) Where for the purpose of this Order a notice or other document is required or authorised to be served on a person as having an interest in, or as the occupier of, land and the name or address of that person cannot be ascertained after reasonable enquiry, the notice may be served by—

- (a) addressing it to that person by the description of “owner”, or as the case may be “occupier” of the land (describing it); and
- (b) either leaving it in the hands of the person who is or appears to be resident or employed on the land or leaving it conspicuously affixed to some building or object on or near the land.

(5) Where a notice or other document required to be served or sent for the purposes of this Order is served or sent by electronic transmission the requirement is to be taken to be fulfilled only where—

- (a) the recipient of the notice or other document to be transmitted has given consent to the use of electronic transmission in writing or by electronic transmission;
- (b) the notice or document is capable of being accessed by the recipient;
- (c) the notice or document is legible in all material respects; and
- (d) the notice or document is in a form sufficiently permanent to be used for subsequent reference.

(6) Where the recipient of a notice or other document served or sent by electronic transmission notifies the sender within seven days of receipt that the recipient requires a paper copy of all or any part of that notice or other document the sender must provide such a copy as soon as reasonably practicable.

(7) Any consent to the use of an electronic transmission by a person may be revoked by that person in accordance with paragraph (8).

(8) Where a person is no longer willing to accept the use of electronic transmission for any of the purposes of this Order—

- (a) that person must give notice in writing or by electronic transmission revoking any consent given by that person for that purpose; and
- (b) such revocation is final and takes effect on a date specified by the person in the notice but that date must not be less than seven days after the date on which the notice is given.

(9) This article does not exclude the employment of any method of service not expressly provided for by it.

Procedure in relation to certain approvals etc.

45.—(1) Where an application is made to or request is made of a consenting authority for any consent, agreement or approval required or contemplated by any of the provisions of the Order (not including the requirements), such consent, agreement or approval to be validly given, must be given in writing.

(2) Where paragraph (1) applies to any consent, agreement or approval, such consent, agreement or approval must not be unreasonably withheld or delayed.

(3) Schedule 16 (procedure for discharge of requirements) has effect in relation to all consents, agreements or approvals required, granted, refused or withheld in relation to the requirements.

(4) Save for applications made pursuant to Schedule 16 (procedure for discharge of requirements) and where stated to the contrary if, within ten weeks (or such longer period as may be agreed between the undertaker and the relevant consenting authority in writing) after the application or request has been submitted to a consenting authority it has not notified the undertaker of its disapproval and the grounds of disapproval, it is deemed to have approved the application or request.

(5) Where any application is made as described in paragraph (1), the undertaker must include a statement in such application that refers to the timeframe for consideration of the application and the consequences of failure to meet that timeframe as prescribed by paragraph (4).

(6) Schedule 16 (procedure for discharge of requirements) does not apply in respect of any consents, agreements or approvals contemplated by the provisions of Schedule 15 (protective provisions) or any dispute under article 18(6) (protective work to buildings) to which paragraph (4) applies.

(7) In this article “consenting authority” means the relevant planning authority, highway authority, traffic authority, street authority, the owner of a watercourse, sewer or drain or the beneficiary of any of the protective provisions contained in Schedule 15 (protective provisions).

Guarantees in respect of payment of compensation

46.—(1) The undertaker must not exercise the powers conferred by the provisions referred to in paragraph (2) in relation to any part of the Order land unless it has first put in place either—

- (a) a guarantee, the form and amount of which has been approved by the Secretary of State in respect of the liabilities of the undertaker to pay compensation pursuant to the provisions referred to in paragraph (2) in respect of the exercise of the relevant provision in relation to that part of the Order land; or
- (b) an alternative form of security, the form and amount of which has been approved by the Secretary of State in respect of the liabilities of the undertaker to pay compensation pursuant to the provisions referred to in paragraph (2) in respect of the exercise of the relevant provision in relation to that part of the Order land.

(2) The provisions are—

- (a) article 20 (compulsory acquisition of land);
- (b) article 22 (compulsory acquisition of rights);
- (c) article 23 (private rights);
- (d) article 28 (rights under or over streets);
- (e) article 29 (temporary use of land for constructing the authorised development);
- (f) article 30 (temporary use of land for maintaining the authorised development); and
- (g) article 31 (statutory undertakers).

(3) A guarantee or alternative form of security given in respect of any liability of the undertaker to pay compensation under this Order is to be treated as enforceable against the guarantor or person providing the alternative form of security by any person to whom such compensation is payable and must be in such a form as to be capable of enforcement by such a person.

(4) Nothing in this article requires a guarantee or alternative form of security to be in place for more than 15 years after the date on which the relevant power is exercised.

Compulsory acquisition of land – incorporation of the mineral code

47. Parts 2 and 3 of Schedule 2 (minerals) to the Acquisition of Land Act 1981 are incorporated into this Order subject to the modifications that—

- (a) for “the acquiring authority” substitute “the undertaker”;
- (b) for the “undertaking” substitute “authorised development”; and
- (c) paragraph 8(3) is not incorporated.

Crown rights

48.—(1) Nothing in this Order affects prejudicially any estate, right, power, privilege, authority or exemption of the Crown and in particular, nothing in this Order authorises the undertaker or any transferee, lessee or licensee to take, use, enter upon or in any manner interfere with any land or rights of any description (including any portion of the shore or bed of the sea or any river, channel, creek, bay or estuary)—

- (a) belonging to His Majesty in right of the Crown and forming part of The Crown Estate without the consent in writing of the Crown Estate Commissioners;

- (b) belonging to His Majesty in right of the Crown and not forming part of The Crown Estate without the consent in writing of the government department having the management of that land; or
- (c) belonging to a government department or held in trust for His Majesty for the purposes of a government department without the consent in writing of that government department.

(2) Paragraph (1) does not apply to the exercise of any right under this Order for the compulsory acquisition of an interest in land (as defined in the 2008 Act) which is for the time being held otherwise than by or on behalf of the Crown.

(3) A consent under paragraph (1) may be given unconditionally or subject to terms and conditions and is deemed to have been given in writing where it is sent electronically.

Signatory text

Address	<i>Name</i>
Date	Parliamentary Under Secretary of State Department

SCHEDULE 1

Article 3

AUTHORISED DEVELOPMENT

1. In this Schedule—

“energy storage” means equipment used for the storage of electrical energy;

“inverter” means electrical equipment required to convert direct current power to alternating current;

“mounting structure” means a frame or rack made of galvanised steel, anodised aluminium or other material designed to support the solar modules;

“National Grid West Burton substation” means the existing 400kV substation at West Burton Power Station, owned and operated by National Grid;

“solar module” means a solar photovoltaic panel or module designed to convert solar irradiance to electrical energy;

“substation” means a substation containing electrical equipment required to switch, transform, convert electricity and provide reactive power consumption;

“switchgear” means a combination of electrical disconnect switches, fuses or circuit breakers used to control, protect and isolate electrical equipment; and

“transformer” means a structure serving to transform electricity to a different voltage.

In the District of West Lindsey and in the County of Lincolnshire a nationally significant infrastructure project as defined in sections 14 and 15 of the 2008 Act and associated development under section 115(1)(b) of the 2008 Act.

The nationally significant infrastructure project comprises up to three generating stations with a gross electrical output capacity of over 50 megawatts comprising all or any of the work numbers in this Schedule or any part of any work number in this Schedule—

Work No. 1—

- (a) **Work No. 1A**— a ground mounted solar photovoltaic generating station with a gross electrical output capacity of over 50 megawatts including—
 - (i) solar modules fitted to mounting structures;
 - (ii) DC electrical cabling and combiner DC boxes;
 - (iii) conversion units including inverters, transformers, switchgear, and monitoring and control systems; and
 - (iv) electrical and communications cabling connecting Work No. 1A(iii) to Work No. 3A.
- (b) **Work No. 1B**— a ground mounted solar photovoltaic generating station with a gross electrical output capacity of over 50 megawatts including—
 - (i) solar modules fitted to mounting structures;
 - (ii) DC electrical cabling and combiner DC boxes;
 - (iii) conversion units including inverters, transformers, switchgear, and monitoring and control systems; and
 - (iv) electrical and communications cabling connecting Work No. 1B(iii) to Work No. 3B.
- (c) **Work No. 1C**— a ground mounted solar photovoltaic generating station with a gross electrical output capacity of over 50 megawatts including—
 - (i) solar modules fitted to mounting structures;
 - (ii) DC electrical cabling and combiner DC boxes;
 - (iii) conversion units including inverters, transformers, switchgear, and monitoring and control systems; and
 - (iv) electrical and communications cabling connecting Work No. 1C(iii) to Work No. 3C.

and associated development within the meaning of section 115(2) of the 2008 Act comprising—

Work No. 2— an energy storage facility comprising—

- (a) battery energy storage cells with automatic fire suppression system or dry pipe sprinkler system;
- (b) a structure protecting the battery energy storage cells comprised in Work No. 2(a) and ancillary equipment, being either one container or multiple containers joined to each other, mounted on a reinforced concrete foundation slab or concrete piling;
- (c) interconnection units including heating, ventilation and air conditioning or liquid cooling systems and temperature management either housed within the containers comprised in Work No. 2(b), attached to the side or top of each of the containers, or located separate from but near to each of the containers;
- (d) conversion units including inverters, transformers, switchgear and energy management system;
- (e) monitoring and control systems housed within a container with Work No. 2(c) or located separately in its own container or control room;
- (f) electrical cabling including electrical cables connecting Work No. 2 to Work No. 3C;
- (g) bunded impermeable surface to manage surface water drainage;
- (h) water storage facility for the purposes of firefighting water supply; and
- (i) bunded impermeable surface and associated infrastructure to contain used firewater.

Work No. 3— works in connection with onsite substations including—

- (a) **Work No. 3A**— a substation with works comprising—
 - (i) an up to 132kV substation, with associated transformer bays, feeder bays, transformers, switchgear buildings and ancillary equipment including reactive power units;
 - (ii) control building or container relay rooms with associated offices, storage and welfare facilities;
 - (iii) monitoring and control systems for Work Nos. 1A and 3A;
 - (iv) maintenance compound;
 - (v) electrical cabling; and
 - (vi) earthworks, including soil stripping and site levelling.
- (b) **Work No. 3B**— a substation with works comprising—
 - (i) an up to 132kV substation, with associated transformer bays, feeder bays, transformers, switchgear buildings and ancillary equipment including reactive power units;
 - (ii) control building or container relay rooms with associated offices, storage and welfare facilities;
 - (iii) monitoring and control systems for Work Nos. 1B and 3B;
 - (iv) maintenance compound;
 - (v) electrical cabling; and
 - (vi) earthworks, including soil stripping and site levelling.
- (c) **Work No. 3C**— a substation with works comprising—
 - (i) an up to 400kV substation, with associated transformer bays, feeder bays, transformers, switchgear buildings and ancillary equipment including reactive power units;
 - (ii) control building or container relay rooms with associated offices, storage and welfare facilities;
 - (iii) monitoring and control systems for Work Nos. 1C and 3C;

- (iv) maintenance compound;
- (v) electrical cabling; and
- (vi) earthworks, including soil stripping and site levelling.

In the Districts of West Lindsey and Bassetlaw and in the Counties of Lincolnshire and Nottinghamshire a nationally significant infrastructure project as defined in sections 14 and 15 of the 2008 Act and associated development under section 115(1)(b) of the 2008 Act.

Work No. 4— works to the National Grid substation to facilitate connection of the authorised development to the National Grid including extending main busbar 4 and reserve busbar 3/4 gas zones to allow for the connection of a new GIS substation bay comprising—

- (a) a 400kV 3phase 4000A circuit breaker for control and protection of the outgoing circuit serving the authorised development;
- (b) a 3phase set of current transformers for protection of the new outgoing 400kV feeder circuit and the overlap with the National Grid system;
- (c) a 3phase high accuracy metering current and voltage transformer assembly for commercial metering of the connection;
- (d) a 3phase 400kV line disconnector/earth switch for isolation and earthing of the outgoing 400kV feeder circuit;
- (e) a 3phase set of 400kV high voltage cable sealing ends and cables connecting the National Grid substation with Work No. 5;
- (f) a 3phase power quality ready capacitor voltage transformer; and
- (g) provision of a stand-alone building to house duplicate feeder protection systems, commercial metering systems, protection and control equipment and user remote control and data acquisition apparatus.

Work No. 5— works in connection with electrical cabling including—

- (a) **Work No. 5A**— works to lay electrical cables, accesses, and temporary construction laydown areas for the electrical cables including—
 - (i) high voltage electrical cables connecting Work No. 3C to Work No. 4;
 - (ii) high voltage electrical cables connecting Work No. 3C to Work No. 3A;
 - (iii) high voltage electrical cables connecting Work No. 3C to Work No. 3B;
 - (iv) laying down of access tracks, ramps, footpaths, roads, including the laying and construction of drainage infrastructure, signage and information boards;
 - (v) joint bays, link boxes, cable ducts, cable protection, joint protection, manholes, marker posts, underground cable marker, tiles and tape, communications chambers, fibre optic cables and lighting and other works associated with cable laying;
 - (vi) tunnelling, boring and drilling works; and
 - (vii) temporary construction and decommissioning laydown areas comprising—
 - (aa) areas of hardstanding, compacted ground or track matting;
 - (bb) car parking;
 - (cc) area to store materials and equipment;
 - (dd) site and welfare offices and workshops;
 - (ee) security infrastructure, including cameras, perimeter fencing and lighting;
 - (ff) safety infrastructure to manage traffic when crossing roads or other obstacles;
 - (gg) site drainage and waste management infrastructure (including sewerage); and
 - (hh) electricity, water, waste water and telecommunications connections.
- (b) **Work No. 5B**— works to lay electrical cables, accesses, and temporary construction laydown areas for the electrical cables including—

- (i) high voltage electrical cables connecting Work No. 3C to Work No. 4;
- (ii) laying down of access tracks, ramps, footpaths, roads, including the laying and construction of drainage infrastructure, signage and information boards;
- (iii) joint bays, link boxes, cable ducts, cable protection, joint protection, manholes, marker posts, underground cable marker, tiles and tape, communication chambers, fibre optic cables and lighting and other works associated with cable laying.
- (iv) tunnelling, boring and drilling works; and
- (v) temporary construction and decommissioning laydown areas comprising—
 - (aa) areas of hardstanding, compacted ground or track matting;
 - (bb) car parking;
 - (cc) area to store materials and equipment;
 - (dd) site and welfare offices and workshops;
 - (ee) security infrastructure, including cameras, perimeter fencing and lighting;
 - (ff) safety infrastructure to manage traffic when crossing roads or other obstacles;
 - (gg) site drainage and waste management infrastructure (including sewerage); and
 - (hh) electricity, water, waste water and telecommunications connections.

Work No. 6— works including—

- (a) **Work No. 6A**— works including—
 - (i) fencing, gates, boundary treatment and other means of enclosure;
 - (ii) works for the provision of security and monitoring measures including CCTV columns, lighting columns and lighting, cameras, weather stations, communication infrastructure, and perimeter fencing;
 - (iii) landscaping and biodiversity mitigation and enhancement measures including planting;
 - (iv) improvement, maintenance and use of existing private tracks;
 - (v) laying down of internal access tracks, ramps, means of access and footpaths;
 - (vi) temporary footpath diversions;
 - (vii) earthworks;
 - (viii) sustainable drainage system ponds, runoff outfalls, general drainage and irrigation infrastructure and improvements or extensions to existing drainage and irrigation systems;
 - (ix) acoustic barriers;
 - (x) electricity and telecommunications connections; and
 - (xi) secondary temporary construction and decommissioning laydown areas.
- (b) **Work No. 6B**— works including—
 - (i) fencing, gates, boundary treatment and other means of enclosure;
 - (ii) works for the provision of security and monitoring measures including CCTV columns, lighting columns and lighting, cameras, weather stations, communication infrastructure, and perimeter fencing;
 - (iii) landscaping and biodiversity mitigation and enhancement measures including planting;
 - (iv) improvement, maintenance and use of existing private tracks;
 - (v) laying down of internal access tracks, ramps, means of access and footpaths;
 - (vi) temporary footpath diversions;
 - (vii) earthworks;

- (viii) sustainable drainage system ponds, runoff outfalls, general drainage and irrigation infrastructure and improvements or extensions to existing drainage and irrigation systems;
 - (ix) acoustic barriers;
 - (x) electricity and telecommunications connections; and
 - (xi) secondary temporary construction and decommissioning laydown areas.
- (c) **Work No. 6C**— works including—
- (i) fencing, gates, boundary treatment and other means of enclosure;
 - (ii) works for the provision of security and monitoring measures including CCTV columns, lighting columns and lighting, cameras, weather stations, communication infrastructure, and perimeter fencing;
 - (iii) landscaping and biodiversity mitigation and enhancement measures including planting;
 - (iv) improvement, maintenance and use of existing private tracks;
 - (v) laying down of internal access tracks, ramps, means of access and footpaths;
 - (vi) temporary footpath diversions;
 - (vii) earthworks;
 - (viii) sustainable drainage system ponds, runoff outfalls, general drainage and irrigation infrastructure and improvements or extensions to existing drainage and irrigation systems;
 - (ix) acoustic barriers;
 - (x) electricity and telecommunications connections; and
 - (xi) temporary construction and decommissioning laydown areas.

Work No. 7— temporary construction and decommissioning laydown areas including—

- (a) **Work No. 7A**— temporary construction and decommissioning laydown areas comprising—
- (i) areas of hardstanding;
 - (ii) car parking;
 - (iii) site and welfare offices and workshops;
 - (iv) security infrastructure, including cameras, perimeter fencing and lighting;
 - (v) area to store materials and equipment;
 - (vi) site drainage and waste management infrastructure (including sewerage); and
 - (vii) electricity, water, waste water and telecommunications connections.
- (b) **Work No. 7B**— temporary construction and decommissioning laydown area comprising—
- (i) areas of hardstanding;
 - (ii) car parking;
 - (iii) site and welfare offices and workshops;
 - (iv) security infrastructure, including cameras, perimeter fencing and lighting;
 - (v) area to store materials and equipment;
 - (vi) site drainage and waste management infrastructure (including sewerage); and
 - (vii) electricity, water, waste water and telecommunications connections.
- (c) **Work No. 7C**— temporary construction and decommissioning laydown area comprising—
- (i) areas of hardstanding;
 - (ii) car parking;
 - (iii) site and welfare offices and workshops;

- (iv) security infrastructure, including cameras, perimeter fencing and lighting;
- (v) area to store materials and equipment;
- (vi) site drainage and waste management infrastructure (including sewerage); and
- (vii) electricity, water, waste water and telecommunications connections.

Work No. 8— works to facilitate access to Work Nos. 1 to 7 and 9 to 11 including—

- (a) **Work No. 8A**— works to facilitate temporary construction and decommissioning access to Work Nos. 1 to 7 and 9 to 11 including—
 - (i) creation of accesses from the public highway;
 - (ii) creation of visibility splays;
 - (iii) works to alter the layout of any street or highway temporarily; and
 - (iv) offsite works adjacent to highways land including those to structures, boundary features, drainage features on private land required for the facilitation of movement of abnormal indivisible loads associated with Work Nos. 3 and 5.
- (b) **Work No. 8B**— works to facilitate permanent access to Work Nos. 1 to 6 and 9 to 11 including—
 - (i) creation of accesses from the public highway;
 - (ii) creation of visibility splays; and
 - (iii) works to alter the layout of any street or highway permanently.

Work No. 9— works to create and maintain habitat management areas, including—

- (a) fencing, gates, boundary treatment and other means of enclosure;
- (b) earth works including bunds, embankments, ponds, trenching and swales;
- (c) landscaping and biodiversity mitigation and enhancement measures including planting;
- (d) means of access; and
- (e) drainage.

Work No. 10— works to create and maintain a habitat management area, comprising—

- (a) fencing, gates, boundary treatment and other means of enclosure;
- (b) landscaping and biodiversity mitigation and enhancement measures including planting;
- (c) improvement, maintenance and use of existing private tracks;
- (d) earthworks;
- (e) drainage; and
- (f) means of access.

Work No. 11— creation of a permissive footpath comprising—

- (a) creation of a permissive footpath from the track off Sykes Lane along the Codder Lane Belt and then south and west to re-join Sykes Lane opposite Hardwick Scrub;
- (b) fencing, gates, boundary treatment and other means of enclosure; and
- (c) landscaping and biodiversity mitigation and enhancement measures including planting.

In connection with and in addition to Work Nos. 1 to 11 further associated development within the Order limits including—

- (a) fencing, gates, boundary treatment and other means of enclosure;
- (b) bunds, embankments, trenching and swales;
- (c) works to the existing irrigation system and works to alter the position and extent of such irrigation system;

- (d) surface water drainage systems, storm water attenuation systems including storage basins, oil water separators, including channelling and culverting and works to existing drainage networks;
- (e) electrical, gas, water, foul water drainage and telecommunications infrastructure connections, diversions and works to, and works to alter the position of, such services and utilities connections;
- (f) works to alter the course of, or otherwise interfere with, non-navigable rivers, streams or watercourses;
- (g) ramps, bridges and other means of access;
- (h) works for the provision of security and monitoring measures such as CCTV columns, lighting columns and lighting, cameras, lightning protection masts, weather stations, storage containers, communication infrastructure, and perimeter fencing;
- (i) improvement, maintenance and use of existing private tracks;
- (j) temporary footpath diversions and footpath enhancement;
- (k) landscaping and related works;
- (l) habitat creation and enhancement;
- (m) site establishments and preparation works including site clearance (including vegetation removal, demolition of existing buildings and structures); earthworks (including soil stripping and storage and site levelling) and excavations; the alteration of the position of services and utilities; and works for the protection of buildings and land;
- (n) works to maintain and repair streets and access roads;
- (o) tunnelling, boring and drilling works; and
- (p) other works to mitigate any adverse effects of the construction, maintenance, operation or decommissioning of the authorised development,

and further associated development comprising such other works or operations as may be necessary or expedient for the purposes of or in connection with the construction, operation and maintenance of the authorised development but only within the Order limits and insofar as they are unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

SCHEDULE 2 REQUIREMENTS

Article 3

Interpretation

1. In this Schedule—

“relevant planning authority” means—

- (a) Lincolnshire County Council for the purposes of—
 - (i) Requirement 6 (battery safety management);
 - (ii) Requirement 11 (surface and foul water drainage);
 - (iii) Requirement 15 (construction traffic management plan);
 - (iv) Requirement 18 (public rights of way);
 - (v) Requirement 19 (soils management); and
- (b) West Lindsey District Council and Bassetlaw District Council for the purposes of—
 - (i) Requirement 3 (approved details and amendments to them);
 - (ii) Requirement 4 (community liaison group);
 - (iii) Requirement 5 (detailed design approval);
 - (iv) Requirement 7 (landscape and ecological management plan);
 - (v) Requirement 8 (ecological protection and mitigation strategy);
 - (vi) Requirement 9 (biodiversity net gain);
 - (vii) Requirement 10 (fencing and other means of enclosure);
 - (viii) Requirement 13 (construction environmental management plan);
 - (ix) Requirement 14 (operational environmental management plan);
 - (x) Requirement 16 (operational noise);
 - (xi) Requirement 20 (skills, supply chain and employment);
 - (xii) Requirement 21 (decommissioning and restoration);

and “relevant planning authorities” and “relevant planning authority” means Lincolnshire County Council, West Lindsey District Council and Bassetlaw District Council, as applicable.

Commencement of the authorised development

2.—(1) The authorised development must not be commenced after the expiration of five years from the date this Order comes into force.

(2) No part of the authorised development may commence until a written scheme setting out the phase or phases of construction of the authorised development has been submitted to the relevant planning authorities.

(3) The written scheme submitted pursuant to sub-paragraph (2) must include a timetable for the construction of the phase or phases of the authorised development and a plan identifying the phasing area.

Approved details and amendments to them

3.—(1) The undertaker may submit any amendments to any Approved Document to the relevant planning authority for approval and, following approval, the relevant Approved Document is to be taken to include the amendments as approved under this paragraph.

(2) Approval under sub-paragraph (1) for the amendments to any Approved Document must not be given except where it has been demonstrated to the satisfaction of the relevant planning authority that the subject matter of the approval sought is unlikely to give rise to any materially

new or materially different environmental effects from those assessed in the environmental statement.

(3) In this paragraph, “Approved Document” means any document certified under article 40 (certification of plans and documents, etc) and any plans, details or schemes which have been approved pursuant to any requirement.

Community liaison group

4.—(1) Prior to the commencement of the authorised development the undertaker must submit to the relevant planning authorities for approval the terms of reference for a community liaison group whose aim is to facilitate liaison between representatives of people living in the vicinity of the Order limits and other relevant organisations in relation to the construction of the authorised development.

(2) The community liaison group must be established prior to commencement of the authorised development and must be administered by the undertaker and operated in accordance with the approved terms of reference.

(3) The community liaison group is to continue to meet until the date of final commissioning of the authorised development unless otherwise agreed with the relevant planning authorities.

Detailed design approval

5.—(1) No part of Work Nos. 1, 2 or 3 may commence until details of—

- (a) the layout;
- (b) scale;
- (c) proposed finished ground levels;
- (d) external appearance;
- (e) hard surfacing materials;
- (f) vehicular and pedestrian access, parking and circulation areas; and
- (g) refuse or other storage units, signs and lighting,

relating to that part have been submitted to and approved in writing by the relevant planning authority for that part or, where the part falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities.

(2) The details submitted must accord with the concept design parameters and principles.

(3) The authorised development must be carried out in accordance with the approved details.

(4) Work No. 5 must be carried out in accordance with the concept design parameters and principles.

Battery safety management

6.—(1) Work No. 2 must not commence until a battery storage safety management plan has been submitted to and approved by the relevant planning authority.

(2) The battery storage safety management plan must be substantially in accordance with the outline battery storage safety management plan.

(3) The relevant planning authority must consult with West Lindsey District Council, Lincolnshire Fire and Rescue, Nottinghamshire Fire and Rescue Service and the Environment Agency before determining an application for approval of the battery storage safety management plan.

(4) The battery storage safety management plan must be implemented as approved.

Landscape and ecological management plan

7.—(1) No part of the authorised development may commence until a written landscape and ecological management plan has been submitted to and approved by the relevant planning authority

for that part or, where the part falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities, in consultation with the Environment Agency.

(2) The landscape and ecological management plan must be substantially in accordance with the outline landscape and ecological management plan, save for -

- (a) any part of the outline landscape and ecological management plan that relates to the excluded solar array works; and
- (b) any other changes, where these relate to the removal of the excluded solar array works from the authorised development, provided that the landscape and ecological management plan submitted under sub-paragraph (1) demonstrates that the changes are unlikely to give rise to any materially new or materially different effects from those assessed in the environmental statement

(3) The landscape and ecological management plan must be implemented as approved.

(4) For the purposes of sub-paragraph (1), “commence” includes part (h) (site clearance (including vegetation removal, demolition of existing buildings and structures)) of permitted preliminary works.

Ecological protection and mitigation strategy

8.—(1) No part of the authorised development may commence until a written ecological protection and mitigation strategy has been submitted to and approved by the relevant planning authority for that part or, where the phase falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities, in consultation with the Environment Agency.

(2) The ecological protection and mitigation strategy must be substantially in accordance with the outline ecological protection and mitigation strategy, save for-

- (a) any part of the ecological protection and mitigation strategy that relates to the excluded solar array works; and
- (b) any other changes, where these relate to the removal of the excluded solar array works from the authorised development, provided that the ecological protection and mitigation strategy submitted under sub-paragraph (1) demonstrates that the changes are unlikely to give rise to any materially new or materially different effects from those assessed in the environmental statement.

(3) The ecological protection and mitigation strategy must be implemented as approved.

Biodiversity net gain

9.—(1) No part of the authorised development may commence until a biodiversity net gain strategy has been submitted to and approved by the relevant planning authority, in consultation with the relevant statutory nature conservation body.

(2) The biodiversity net gain strategy must include details of how the strategy will secure a minimum of 69.4% biodiversity net gain in habitat units, a minimum of 43.7% biodiversity net gain in hedgerow units and a minimum of 26.6% biodiversity net gain in river units for all of the authorised development during the operation of the authorised development, and the metric that has been used to calculate that those percentages will be reached.

(3) The biodiversity net gain strategy must be substantially in accordance with the outline landscape and ecological management plan and must be implemented as approved.

Fencing and other means of enclosure

10.—(1) No part of the authorised development may commence until written details of all proposed temporary fences, walls or other means of enclosure, including those set out in the construction environmental management plan, for that part have been submitted to and approved by the relevant planning authority or, where the part falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities.

(2) No part of the authorised development may commence until written details of all permanent fences, walls or other means of enclosure for that part have been submitted to and approved by the relevant planning authority or, where the part falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities.

(3) For the purposes of sub-paragraph (1), “commence” includes any permitted preliminary works.

(4) The written details provided under sub-paragraph (2) must be substantially in accordance with the relevant concept design parameters and principles.

(5) Any construction site must remain securely fenced in accordance with the approved details under sub-paragraph (1) or (2) at all times during construction of the authorised development.

(6) Any temporary fencing must be removed on completion of the part of construction of the authorised development for which it was used.

(7) Any approved permanent fencing for a part of the authorised development must be completed before the date of final commissioning in respect of that part.

Surface and foul water drainage

11.—(1) No part of the authorised development may commence until written details of the surface water drainage scheme and (if any) foul water drainage system for that part have been submitted to and approved by the relevant planning authority for that part, or where the part falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities.

(2) The written details under sub-paragraph (1) must be substantially in accordance with the outline drainage strategy, save for any part of the outline drainage strategy that relates to the excluded solar array works.

(3) Before approving the written details under sub-paragraph (1) the relevant planning authority must consult with Anglian Water Services Limited or its successor in function as the relevant water undertaker.

(4) Any approved scheme must be implemented as approved.

Archaeology

12. (1) No part of the authorised development may commence until -

- (a) a scheme defining the location of the additional informative trial trenching referred to in the without prejudice written scheme of investigation has been submitted to and approved in writing by Lincolnshire County Council and Nottinghamshire County Council;
- (b) additional informative trial trenching has been carried out in accordance with the scheme approved under sub paragraph (a); and
- (c) a written scheme of investigation accounting for the results of the additional informative trial trenching carried out under sub-paragraph (b) is submitted to and improved in writing by Lincolnshire County Council and Nottinghamshire County Council.

(2) The authorised development must be carried out in accordance with the updated written scheme of investigation approved under sub paragraph 1 (c).

Construction environmental management plan

13.—(1) No part of the authorised development may commence until a construction environmental management plan for that part has been submitted to and approved by the relevant planning authority or, where the part falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities, in consultation with the relevant highway authority and the Environment Agency.

(2) The construction environmental management plan must be substantially in accordance with the outline construction environmental management plan, save for-

- (a) any part of the construction environmental management plan that relates to the excluded solar array works; and
 - (b) any other changes, where these relate to the removal of the excluded solar array works from the authorised development, provided that the construction environmental management plan submitted under sub paragraph (1) demonstrates that the changes are unlikely to give rise to any materially new or materially different effects from those assessed in the environmental statement.
- (3) All construction works associated with the authorised development must be carried out in accordance with the approved construction environmental management plan.

Operational environmental management plan

14.—(1) Prior to the date of final commissioning for any part of the authorised development, an operational environmental management plan for that part must be submitted to and approved by the relevant planning authority or, where the part falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities, in consultation with the relevant highway authority, the relevant waste planning authority and the Environment Agency.

(2) The operational environmental management plan must be substantially in accordance with the outline operational environmental management plan and must include a waste management strategy that has been submitted to and approved by the relevant waste planning authority, save for-

- (a) any part of the operational environmental management plan that relates to the excluded solar array works so it: and
- (b) any other changes, where these relate to the removal of the excluded solar array works from the authorised development, provided that the construction traffic management plan submitted under sub- paragraph (1) demonstrates that the changes are unlikely to give rise to any materially new or materially different effects from those assessed in the environmental statement.

(3) The operational environmental management plan must be implemented as approved.

Construction traffic management plan

15.—(1) No part of the authorised development may commence until a construction traffic management plan for that part has been submitted to and approved by the relevant planning authority or, where the part falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities.

(2) The construction traffic management plan must be substantially in accordance with the outline construction traffic management plan.

(3) Before approving the construction traffic management plan the relevant planning authority must consult with the relevant highway authority and West Lindsey District Council and in respect of Work No. 1C with Network Rail.

(4) All construction works associated with the authorised development must be carried out in accordance with the approved construction traffic management plan.

Operational noise

16.—(1) No part of Work Nos. 1, 2, or 3 may commence until an operational noise assessment containing details of how the design of that numbered work has incorporated the operational mitigation measures set out in Section 15.6 of Chapter 15 of the environmental statement for that part, save for any operational mitigation measures that relate to the excluded solar array works, has been submitted to and approved by the relevant planning authority.

(2) The design as described in the operational noise assessment must be implemented as approved.

Permissive path

17.—(1) Work No. 11 must be provided and open to the public prior to the date of final commissioning of Work No. 1B.

(2) The permissive path must be maintained and access by the public permitted for 364 days a year except where closure is required for maintenance or in an emergency until the date of decommissioning.

Public rights of way

18.—(1) No part of the authorised development may commence until a public rights of way management plan for any sections of public rights of way shown to be temporarily closed on the public rights of way plan for that part has been submitted to and approved by the relevant planning authority, or, where the part falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities.

(2) The public rights of way management plan must be substantially in accordance with the outline public rights of way management plan.

(3) Before approving the public rights of way management plan the relevant planning authority must consult with the relevant highway authority.

(4) The public rights of way management plan must be implemented as approved.

Soils management

19.—(1) No part of the authorised development may commence until a soil management plan for that part has been submitted to and approved by the relevant planning authority or, where the part falls within the administrative areas of multiple planning authorities, each of the relevant planning authorities.

(2) The soil management plan must be substantially in accordance with the outline soil management plan, save for –

- (a) any part of the soil management plan that relates to the excluded solar array works; and
- (b) any other changes, where these relate to the removal of the excluded solar array works from the authorised development, provided that the soil management plan submitted under subparagraph (1) demonstrates that the changes are unlikely to give rise to any materially you or materially different effects from those assessed in the environmental statement. Pause dictation

(3) The soil management plan must be implemented as approved.

Skills, supply chain and employment

20.—(1) No part of the authorised development may commence until a skills, supply chain and employment plan in relation to that part has been submitted to and approved by the relevant planning authority for that part or, where the part falls within the administrative areas of multiple planning authorities, each of the relevant planning authorities, in consultation with Lincolnshire County Council.

(2) The skills, supply chain and employment plan must be substantially in accordance with the outline skills, supply chain and employment plan.

(3) Any plan under this paragraph must identify opportunities for individuals and businesses to access employment and supply chain opportunities associated with that part of the authorised development and the means for publicising such opportunities.

(4) The skills, supply chain and employment plan must be implemented as approved.

Decommissioning and restoration

21. —(1) The date of decommissioning must be no later than 60 years following the date of final commissioning.

(2) Unless otherwise agreed with the relevant planning authority, no later than 12 months prior to the date the undertaker intends to decommission any part of the authorised development, the undertaker must notify the relevant planning authority of the intended date of decommissioning for that part of the authorised development.

(3) Unless otherwise agreed with the relevant planning authority, no later than ten weeks prior to the intended date of decommissioning of any part of the authorised development notified pursuant to sub-paragraph (2), the undertaker must submit to the relevant planning authority for that part a decommissioning plan for approval.

(4) Where the undertaker decides to decommission a part of the authorised development that falls within the administrative areas of multiple planning authorities, the decommissioning plan must be submitted to each relevant planning authority and the approval of all relevant planning authorities is required for the purposes of this paragraph.

(5) The decommissioning plan must be substantially in accordance with the outline decommissioning statement and must include a timetable for its implementation, save for –

- (a) any part of the decommissioning plan that relates to the excluded solar array works; and
- (b) any other difference, where these relate to the removal of the excluded solar array works from the authorised development, provided that the decommissioning plan submitted under sub-paragraph (3) demonstrates that the changes are unlikely to give rise to any material in you or materially different effects from those assessed in the environmental statement.

(6) No decommissioning works must be carried out until the relevant planning authority has approved the decommissioning plan submitted in relation to those works, in consultation with the Environment Agency.

(7) The decommissioning plan must be implemented as approved.

(8) This requirement is without prejudice to any other consents or permissions that may be required to decommission any part of the authorised development.

Long term flood risk mitigation

22. —(1) No submission seeking the discharge of requirements 5, 7, 8, 10, 11 or 14 may be made to the relevant planning authorities and no part of the authorised development may commence until an updated flood risk assessment of the flood risk arising from the river Trent in respect of the continued operation of Work Nos. 1 to 3 for 60 years from the date of final commissioning has been submitted to and approved by the Environment Agency.

(2) The updated flood risk assessment submitted pursuant to sub-paragraph (1) must, unless otherwise agreed by the Environment Agency, include—

- (a) the details of any mitigation or compensation measures that are necessary (if applicable);
- (b) the implementation timetable for any mitigation or compensation measures identified under sub-paragraph (a) (if applicable); and
- (c) the details of any maintenance and monitoring requirements for any mitigation or compensation measures identified under sub-paragraph (a) required until the date of decommissioning (if applicable).

(3) The undertaker must submit the details approved by the Environment Agency under sub-paragraph (1) to the relevant planning authority, within five days of such approval being given.

(4) The undertaker must implement the approved mitigation or compensation measures identified under sub-paragraph (2)(a) in accordance with the approved implementation timetable identified under sub-paragraph (2)(b) or such other time period as is agreed with the Environment Agency and must implement the approved maintenance and monitoring requirements identified under sub-paragraph (2)(c) until the date of decommissioning of Work Nos. 1 to 3.

LEGISLATION TO BE DISAPPLIED

1. The following provisions do not apply in so far as they relate to the construction of any numbered work or the carrying out of any operation required for the purpose of, or in connection with, the construction, operation, maintenance or decommissioning of the authorised development—

- (a) Great Grimsby and Sheffield Junction Railway Act 1845**(a)**;
- (b) Great Northern Railway Act 1846**(b)**;
- (c) Sheffield and Lincolnshire Junction Railway Act 1846**(c)**;
- (d) Manchester, Sheffield, and Lincolnshire Railways, and Manchester and Lincolnshire Union Railway and Chesterfield and Gainsborough Canal Amalgamation Act 1847**(d)**;
- (e) Great Northern Railway (Doncaster to Gainsborough) Act 1864**(e)**;
- (f) Trent (Burton on Trent and Humber) Navigation Act 1887**(f)**;
- (g) Trent Navigation Act 1906**(g)**;
- (h) Great Central Railway Act 1907**(h)**;
- (i) Lincolnshire Rivers Fisheries Provisional Order Confirmation Act 1928**(i)**;
- (j) Trent and Lincolnshire Water Act 1971**(j)**; and
- (k) Anglian Water Authority Act 1977**(k)**.

-
- (a) 1845 c. 1.
 - (b) 1846 c. lxxi.
 - (c) 1846 c. ccciv.
 - (d) 1847 c. cxc.
 - (e) 1864 c. ccxliii.
 - (f) 1887 c. cxv.
 - (g) 1906 c. lvii.
 - (h) 1907 c. lxxviii.
 - (i) 1928 c. lxvii.
 - (j) 1971 c. xiii.
 - (k) 1977 c. i.

SCHEDULE 4

Article 8

STREETS SUBJECT TO STREET WORKS

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street</i>	<i>(3)</i> <i>Extent of the street works</i>
District of West Lindsey	Main Street, Broxholme	As shown between points 1a and 1d and shaded purple on sheet 1 of the streets plan
District of West Lindsey	Private track off Main Street, Broxholme	As shown between points 1e and 1f and shaded purple and outlined in yellow on sheet 1 of the streets plan
District of West Lindsey	Private track east of Sturton Road (B1241), Saxilby with Ingleby	As shown between points 1g and 2f and shaded purple and outlined in yellow on sheets 1 and 2 of the streets plan
District of West Lindsey	Sturton Road (B1241), Saxilby with Ingleby	As shown between points 2a and 2b and shaded purple on sheet 2 of the streets plan
District of West Lindsey	Sturton Road (B1241), Saxilby with Ingleby	As shown between points 2c and 2e and shaded purple on sheet 2 of the streets plan
District of West Lindsey	Private track towards Ingleby Grange, Saxilby with Ingleby	As shown between points 2g and 2h and shaded purple and outline in yellow on sheet 2 of the streets plan
District of West Lindsey	Private track from Ingleby Hall Farm to South of Ingleby Hall Stables, Saxilby with Ingleby	As shown between points 2i and 4d and shaded purple and outlined in yellow on sheets 2 and 4 of the streets plan
District of West Lindsey	Private track west of Sturton Road (B1241), Saxilby with Ingleby	As shown between points 3a and 3b and shaded purple and outlined in yellow on sheet 3 of the streets plan
District of West Lindsey	Sturton Road (B1241), Saxilby with Ingleby	As shown between points 4a and 4b and shaded purple on sheet 4 of the streets plan
District of West Lindsey	Cowdale Lane, Sturton by Stow	As shown between points 4c and 5a and shaded purple on sheets 4 and 5 of the streets plan
District of West Lindsey	Private track from Ingleby Hall Farm to South of Ingleby Hall Stables, Saxilby with Ingleby	As shown between points 4e and 4g and shaded purple and outlined in yellow on sheet 4 of the streets plan
District of West Lindsey	Private track west of Ingleby Hall Farm, Saxilby with Ingleby	As shown between points 4h and 4j and shaded purple and outlined in yellow on sheet 4 of the streets plan
District of West Lindsey	Private track from Cowdale Lane to Aldhow Grange, Saxilby with Ingleby	As shown between points 4k and 4l and shaded purple and outlined in yellow on sheet 4 of the streets plan

District of West Lindsey	Private track from Stow Park to Station Road, Stow	As shown between points 5b and 5c and shaded purple and outlined in yellow on sheet 5 of the streets plan
District of West Lindsey	Private track east of Stow Park rail crossing, Stow	As shown between points 5d and 5e and shaded purple and outlined in yellow on sheet 5 of the streets plan
District of West Lindsey	Private track from Tillbridge Lane (A1500) to Stow Park, Stow	As shown between points 5f and 6g and shaded purple and outlined in yellow on sheets 5 and 6 of the streets plan
District of West Lindsey	Private track, Stow Park Farm Lane, Stow	As shown between points 5g and 6f and shaded purple and outlined in yellow on sheets 5 and 6 of the streets plan
District of West Lindsey	Private track Northeast of Bellwood Grange Farm, Brampton	As shown between points 5h and 5i and shaded purple and outlined in yellow on sheet 5 of the streets plan
District of West Lindsey	Private track from Bellwood Grange Farm, Brampton to Brampton Grange	As shown between points 5j and 7l and shaded purple and outlined in yellow on sheets 5 and 7 of the streets plan
District of West Lindsey	Stow Park Road (A1500), Marton	As shown between points 6a and 6b and shaded purple on sheet 6 of the streets plan
District of West Lindsey	Stow Park Road (A1500), Marton	As shown between points 6c and 6d and shaded purple on sheet 6 of the streets plan
District of West Lindsey	Till Bridge Lane (A1500), Marton	As shown between points 6d and 6e and shaded purple on sheet 6 of the streets plan
District of West Lindsey	Stow Park Road, Marton	As shown between points 6d and 6f and shaded purple on sheet 6 of the streets plan
District of West Lindsey	Private track east of Stow Park Farm Lane, Stow	As shown between points 6j and 6k and shaded purple and outlined in yellow on sheet 6 of the streets plan
District of West Lindsey	Private track North of Moat Farm, south of Tillbridge Lane (A1500), Stow	As shown between points 6l and 6m and shaded purple and outlined in yellow on sheet 6 of the streets plan
District of West Lindsey	Stow Park Road (A1500), Marton	As shown between points 7a and 7b and shaded purple on sheet 7 of the streets plan
District of West Lindsey	High Street (A156), Marton	As shown between points 7c and 7d and shaded purple on sheet 7 of the streets plan
District of West Lindsey	Stow Park Road (A1500), Marton	As shown between points 7e and 7f and shaded purple on sheet 7 of the streets plan

District of West Lindsey	High Street (A156), Marton	As shown between points 7g and 7i and shaded purple on sheet 7 of the streets plan
District of West Lindsey	Lea Road (A156), Brampton	As shown between points 7j and 7k and shaded purple on sheet 7 of the streets plan
District of West Lindsey	Private track from Brampton Grange to and along Poplar Farm, Marton	As shown between points 7m and 7o and shaded purple and outlined in yellow on sheet of the streets plan
District of West Lindsey	Private track from Poplar Farm to Stow Park Road (A1500), Marton	As shown between points 7p and 7q and shaded purple and outlined in yellow on sheet 7 of the streets plan
District of West Lindsey	Private track West of Lea Road (A156), Brampton	As shown between points 7r and 7s and shaded purple and outlined in yellow on sheet 7 of the streets plan
District of Bassetlaw	Coates Road, North Leverton with Habbleshorpe	As shown between points 8a and 8d and shaded purple on sheet 8 of the streets plan
District of Bassetlaw	Headstead Bank, Cottam	As shown between points 8d and 8e and shaded purple on sheet 8 of the streets plan
District of Bassetlaw	North Leys Road, North Leverton with Habbleshorpe	As shown between points 8f and 8g and shaded purple on sheet 8 of the streets plan
District of Bassetlaw	Coates Road, North Leverton with Habbleshorpe	As shown between points 8g and 8h and shaded purple on sheet 8 of the streets plan
District of Bassetlaw	Private track Craikbank Lane, North Leverton with Habbleshorpe	As shown between points 8g and 8i and shaded purple and outlined in yellow on sheet 8 of the streets plan
District of Bassetlaw	Northfield Road, North Leverton with Habbleshorpe	As shown between points 9a and 9d and shaded purple on sheet 9 of the streets plan
District of Bassetlaw	Fenton Lane, Sturton le Steeple	As shown between points 9e and 9g and shaded purple on sheet 9 of the streets plan
District of Bassetlaw	Littleborough Road, Sturton le Steeple	As shown between points 9h and 9k and shaded purple on sheet 9 of the streets plan
District of Bassetlaw	Upper Ings Lane, Sturton le Steeple	As shown between points 9l and 9n and shaded purple on sheet 9 of the streets plan
District of Bassetlaw	Private track between Littleborough Road and Fenton Lane, Sturton le Steeple	As shown between points 9o and 9p and shaded purple on sheet 9 of the streets plan
District of Bassetlaw	North Street, Sturton le Steeple	As shown between points 10a and 10b and shaded purple on sheet 10 of the streets plan

District of Bassetlaw	Common Lane, Sturton le Steeple	As shown between points 10b and 10c and shaded purple on sheet 10 of the streets plan
District of Bassetlaw	Common Lane, Sturton le Steeple	As shown between points 10d and 10e and shaded purple on sheet 10 of the streets plan
District of Bassetlaw	Private track from Gainsborough Road to south of West Burton Powe Station, Sturton le Steeple	As shown between points 10i and 10j and shaded purple and outlined in yellow on sheet 10 of the streets plan
District of Bassetlaw	Private track West Burton Power Station access, West Burton	As shown between points 10k and 10o and shaded purple and outlined in yellow on sheet 10 of the streets plan
District of Bassetlaw	Private track West Burton Power Station access, from Gainsborough Road to West Burton Power Station, West Burton	As shown between points 10k and 10l and shaded purple and outlined in yellow on sheet 10 on the streets plan
District of Bassetlaw	Private track West Burton Power Station access, West Burton	As shown between points 10m and 10n and shaded purple and outlined in yellow on sheet 10 of the streets plan

SCHEDULE 5

Article 9 and Article 10

ALTERATION OF STREETS

PART 1

PERMANENT ALTERATION OF LAYOUT

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street</i>	<i>(3)</i> <i>Description of alteration</i>
District of West Lindsey	Main Street, Broxholme	Permanent alteration of layout between points 1b and 1c and shaded purple on sheet 1 of the streets plan
District of West Lindsey	Private track off Main Street, Broxholme	Permanent alteration of layout between points 1e and 1f and shaded purple and outlined in yellow on sheet 1 of the streets plan
District of West Lindsey	Private track east of Sturton Road (B1241), Saxilby with Ingleby	Permanent alteration of layout between points 1g and 2f and shaded purple and outlined in yellow on sheets 1 and 2 of the streets plan
District of West Lindsey	Sturton Road (B1241), Saxilby with Ingleby	Permanent alteration of layout between points 2a and 2b and shaded purple on sheet 2 of the streets plan
District of West Lindsey	Sturton Road (B1241), Saxilby with Ingleby	Permanent alteration of layout between points 2c and 2e and shaded purple on sheet 2 of the streets plan
District of West Lindsey	Private track towards Ingleby Grange, Saxilby with Ingleby	Permanent alteration of layout between points 2g and 2h and shaded purple and outlined in yellow on sheet 2 of the streets plan
District of West Lindsey	Private track from Ingleby Hall Farm to South of Ingleby Hall Stables, Saxilby with Ingleby	Permanent alteration of layout between points 2i and 4d and shaded purple and outlined in yellow on sheet 2 and 4 of the streets plan
District of West Lindsey	Private track west of Sturton Road (B1241), Saxilby with Ingleby	Permanent alteration of layout between points 3a and 3b and shaded purple and outlined in yellow on sheet 3 of the streets plan
District of West Lindsey	Sturton Road (B1241), Saxilby with Ingleby	Permanent alteration of layout between points 4a and 4b and shaded purple on sheet 4 of the streets plan
District of West Lindsey	Private track from Ingleby Hall Farm to South of Ingleby	Permanent alteration of layout between points 4e and 4g and shaded purple and outlined in

	Hall Stables, Saxilby with Ingleby	yellow on sheet 4 of the streets plan
District of West Lindsey	Private track west of Ingleby Hall Farm, Saxilby with Ingleby	Permanent alteration of layout between points 4h and 4j and shaded purple and outlined in yellow on sheet 4 of the streets plan
District of West Lindsey	Private track from Stow Park to Station Road, Stow	Permanent alteration of layout between points 5b and 5c and shaded purple and outlined in yellow on sheet 5 of the streets plan
District of West Lindsey	Private track from Tillbridge Lane (A1500) to Stow Park, Stow	Permanent alteration of layout between points 5f and 6g and shaded purple and outlined in yellow on sheets 5 and 6 of the streets plan
District of West Lindsey	Private track, Stow Park Farm Lane, Stow	Permanent alteration of layout between points 5g and 6f and shaded purple and outlined in yellow on sheet 5 and 6 of the streets plan
District of West Lindsey	Private track Northeast of Bellwood Grange Farm, Brampton	Permanent alteration of layout between points 5h and 5i and shaded purple and outlined in yellow on sheet 5 of the streets plan
District of West Lindsey	Private track from Bellwood Grange Farm, Brampton to Brampton Grange	Permanent alteration of layout between points 5j and 7l and shaded purple and outlined in yellow on sheets 5 and 7 of the streets plan
District of West Lindsey	Stow Park Road, Marton	Permanent alteration of layout between points 6d and 6f and shaded purple on sheet 6 of the streets plan
District of West Lindsey	Private track east of Stow Park Farm Lane, Stow	Permanent alteration of layout between points 6j and 6k and shaded purple and outlined in yellow on sheet 6 of the streets plan
District of West Lindsey	Private track North of Moat Farm, south of Tillbridge Lane (A1500), Stow	Permanent alteration of layout between points 6l and 6m and shaded purple and outlined in yellow on sheet 6 of the streets plan
District of West Lindsey	Lea Road (A156), Brampton	Permanent alteration of layout between points 7j and 7k and shaded purple on sheet 7 of the streets plan
District of West Lindsey	Private track from Brampton Grange to and along Poplar Farm, Marton	Permanent alteration of layout between points 7m and 7o and shaded purple and outlined in yellow on sheet 7 of the streets plan

District of West Lindsey	Private track from Poplar Farm to Stow Park Road (A1500), Marton	Permanent alteration of layout between points 7p and 7q and shaded purple and outlined in yellow on sheet 7 of the streets plan
District of West Lindsey	Private track West of Lea Road (A156), Brampton	Permanent alteration of layout between points 7r and 7s and shaded purple and outlined in yellow on sheet 7 of the streets plan

PART 2
TEMPORARY ALTERATION OF LAYOUT

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street</i>	<i>(3)</i> <i>Description of alteration</i>
District of West Lindsey	Main Street, Broxholme	Temporary alteration of layout between points 1a and 1b and 1c and 1d and shaded purple on sheet 1 of the streets plan
District of West Lindsey	Cowdale Lane, Sturton by Stow	Temporary alteration of layout between points 4c and 5a and shaded purple on sheets 4 and 5 of the streets plan
District of West Lindsey	Private track from Cowdale Lane to Aldhow Grange, Saxilby with Ingleby	Temporary alteration of layout between points 4k and 4l and shaded purple and outlined in yellow on sheet 4 of the streets plan
District of West Lindsey	Private track east of Stow Park rail crossing, Stow	Temporary alteration of layout between points 5d and 5e and shaded purple and outlined in yellow on sheet 5 of the streets plan
District of West Lindsey	Stow Park Road (A1500), Marton	Temporary alteration of layout between points 6a and 6b and shaded purple on sheet 6 of the streets plan
District of West Lindsey	Stow Park Road (A1500), Marton	Temporary alteration of layout between points 6c and 6d and shaded purple on sheet 6 of the streets plan
District of West Lindsey	Till Bridge Lane (A1500), Marton	Temporary alteration of layout between points 6d and 6e and shaded purple on sheet 6 of the streets plan
District of West Lindsey	Stow Park Road (A1500), Marton	Temporary alteration of layout between points 7a and 7b and shaded purple on sheet 7 of the streets plan
District of West Lindsey	High street (A156), Marton	Temporary alteration of layout between points 7c and 7d and shaded purple on sheet 7 of the streets plan

District of West Lindsey	Stow Park Road (A1500), Marton	Temporary alteration of layout between points 7e and 7f and shaded purple on sheet 7 of the streets plan
District of West Lindsey	High Street (A156), Marton	Temporary alteration of layout between points 7g and 7i and shaded purple on sheet 7 of the streets plan
District of Bassetlaw	Coates Road, North Leverton with Habbleshorpe	Temporary alteration of layout between points 8a and 8d and shaded purple on sheet 8 of the streets plan
District of Bassetlaw	Headstead Bank, Cottam	Temporary alteration of layout between points 8d and 8e and shaded purple on sheet 8 of the streets plan
District of Bassetlaw	North Leys Road, North Leverton with Habbleshorpe	Temporary alteration of layout between points 8f and 8g and shaded purple on sheet 8 of the streets plan
District of Bassetlaw	Coates Road, North Leverton with Habbleshorpe	Temporary alteration of layout between points 8g and 8h and shaded purple on sheet 8 of the streets plan
District of Bassetlaw	Private track Craikbank Lane, North Leverton with Habbleshorpe	Temporary alteration of layout between points 8g and 8i and shaded purple and outlined in yellow on sheet 8 of the streets plan
District of Bassetlaw	Northfield Road, North Leverton with Habbleshorpe	Temporary alteration of layout between points 9a and 9d and shaded purple on sheet 9 of the streets plan
District of Bassetlaw	Fenton Lane, Sturton le Steeple	Temporary alteration of layout between points 9e and 9g and shaded purple on sheet 9 of the streets plan
District of Bassetlaw	Littleborough Road, Sturton le Steeple	Temporary alteration of layout between points 9h and 9k and shaded purple on sheet 9 of the streets plan
District of Bassetlaw	Upper Ings Lane, Sturton le Steeple	Temporary alteration of layout between points 9l and 9n and shaded purple on sheet 9 of the streets plan
District of Bassetlaw	Private track between Littleborough Road and Fenton Lane, Sturton le Steeple	Temporary alteration of layout between points 9o and 9p and shaded purple and outlined in yellow on sheet 9 of the streets plan
District of Bassetlaw	North Street, Sturton le Steeple	Temporary alteration of layout between points 10a and 10b and shaded purple on sheet 10 of the streets plan
District of Bassetlaw	Common Lane, Sturton le Steeple	Temporary alteration of layout between points 10b and 10c

		and shaded purple on sheet 10 of the streets plan
District of Bassetlaw	Common Lane, Sturton le Steeple	Temporary alteration of layout between points 10d and 10e and shaded purple on sheet 10 of the streets plan
District of Bassetlaw	Gainsborough Road, Sturton le Steeple	Temporary alteration of layout between points 10f and 10g and shaded purple on sheet 10 of the streets plan
District of Bassetlaw	Private track from Gainsborough Road to south of West Burton Power Station, Sturton le Steeple	Temporary alteration of layout between points 10h and 10j and shaded purple and outlined in yellow on sheet 10 of the streets plan
District of Bassetlaw	Private track West Burton Power Station access, West Burton	Temporary alteration of layout between points 10k and 10o and shaded purple and outlined in yellow on sheet 10 of the streets plan
District of Bassetlaw	Private track West Burton Power Station access, from Gainsborough Road to West Burton Power Station, West Burton	Temporary alteration of layout between points 10k and 10l and shaded purple and outlined in yellow on sheet 10 of the streets plan
District of Bassetlaw	Private track West Burton Power Station access, West Burton	Temporary alteration of layout between points 10m and 10n and shaded purple and outlined in yellow on sheet 10 of the streets plan

SCHEDULE 6

Article 11

STREETS AND PUBLIC RIGHTS OF WAY

PART 1

TEMPORARY PROHIBITION OR RESTRICTION OF THE USE OF STREETS

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street</i>	<i>(3)</i> <i>Measure</i>
District of West Lindsey	Approximately 647 metres of Main Street as shown between points 1b and 1c and shaded green on sheet 1 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Lindsey	Approximately 194 metres of private track off Main Street, Broxholme as shown between points 1f and 1e and shaded green and outlined in yellow on sheet 1 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Lindsey	Approximately 788 metres of private track east of Sturton Road (B1241) as shown between points 1g and 2f and shaded green and outlined in yellow on sheet 1 and 2 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Lindsey	Approximately 460 metres of private track west of Sturton Road (B1241) as shown between points 3a and 3b and shaded green and outlined in yellow on sheet 2 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Lindsey	Approximately 590 metres of Sturton Road (B1241) as shown between points 2c and 2d and shaded green on sheet 2 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Lindsey	Approximately 8 metres of private track towards Ingleby Grange as shown between points 2g and 2h and shaded green and outlined in yellow on sheet 2 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Lindsey	Approximately 737 metres of private track from Ingleby Hall Farm to South of Ingleby Hall Stables as shown between points 2i and 4d and shaded green and outlined in yellow on sheet 2 and 4 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker

District of West Lindsey	Approximately 125 metres of private track from Ingleby Hall Farm to South of Ingleby Hall Stables as shown between points 4f and 4g and shaded green and outlined in yellow on sheet 4 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Lindsey	Approximately 502 metres of private track west of Ingleby Hall Farm as shown between points 4i and 4j and shaded green and outlined in yellow on sheet 4 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Lindsey	Approximately 36 metres of private track from Cowdale Lane to Aldhow Grange, Saxilby with Ingleby as shown between points 4k and 4l and shaded green and outlined in yellow on sheet 4 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Lindsey	Approximately 744 metres of Cowdale Lane as shown between points 5a and 4c and shaded green on sheet 5 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Lindsey	Approximately 881 metres of private track from Stow Park to Station Road, Torksey as shown between points 5b and 5c and shaded green and outlined in yellow on sheet 5 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Lindsey	Approximately 52 metres of private track east of Stow Park rail crossing as shown between points 5d and 5e and shaded green and outlined in yellow on sheet 5 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Lindsey	Approximately 868 metres of private track from Tillbridge Lane (A1500) to Stow Park as shown between points 5f and 6g and shaded green and outlined in yellow on sheet 5 and 6 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Lindsey	Approximately 528 metres of private track Northeast of Bellwood Grange Farm, Brampton as shown between points 5h and 5i and shaded green and outlined in yellow on sheet 5 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Lindsey	Approximately 1,209 metres of private track from Bellwood Grange Farm, Brampton to	Temporarily closed to all traffic save for traffic under the direction of the undertaker

	Brampton Grange as shown between points 5j and 7l and shaded green and outlined in yellow on sheet 5 and 7 of the streets plan	
District of West Lindsey	Approximately 403 metres of private track, Stow Park Farm Lane as shown between points 6h and 6i and shaded green and outlined in yellow on sheet 6 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Lindsey	Approximately 424 metres of private track east of Stow Park Farm Lane as shown between points 6j and 6k and shaded green and outlined in yellow on sheet 6 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Lindsey	Approximately 42 metres of private track North of Moat Farm, south of Tillbridge Lane (A1500) as shown between points 6l and 6m and shaded green and outlined in yellow on sheet 6 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Lindsey	Approximately 241 metres of High Street, Marton as shown between points 7h and 7i and shaded green on sheet 7 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Lindsey	Approximately 618 metres of private track from Brampton Grange to Poplar Farm as shown between points 7m and 7n and shaded green and outlined in yellow on sheet 7 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Lindsey	Approximately 149 metres of private track from Poplar Farm to Stow Park Road (A1500) as shown between points 7p and 7q and shaded green and outlined in yellow on sheet 7 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of Bassetlaw	Approximately 54 metres of Coates Road as shown between points 8b and 8c and shaded green on sheet 8 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of Bassetlaw	Approximately 227 metres of private track Craikbank Lane as shown between points 8g and 8i and shaded green and outlined in yellow on sheet 8 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker

District of Bassetlaw	Approximately 55 metres of Northfield Road as shown between points 9b and 9c and shaded green on sheet 9 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of Bassetlaw	Approximately 55 metres of Fenton Lane as shown between points 9f and 9g and shaded green on sheet 9 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of Bassetlaw	Approximately 107 metres of Littleborough Road as shown between points 9i and 9j and shaded green on sheet 9 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of Bassetlaw	Approximately 62 metres of Upper Ings Lane as shown between points 9m and 9n and shaded green on sheet 9 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of Bassetlaw	Approximately 72 metres of private track between Littleborough Road and Fenton Lane as shown between points 9o and 9p and shaded green and outlined in yellow on sheet 9 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of Bassetlaw	Approximately 57 metres of Common Lane as shown between points 10d and 10e and shaded green on sheet 10 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of Bassetlaw	Approximately 399 metres of private track running south of West Burton Power Station as shown between points 10i and 10j and shaded green and outlined in yellow on sheet 10 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of Bassetlaw	Approximately 461 metres of private track West Burton Power Station access as shown between points 10k and 10l and shaded green and outlined in yellow on sheet 10 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of Bassetlaw	Approximately 357 metres of private track West Burton Power Station access as shown between points 10k and 10o and shaded green and outlined in yellow on sheet 10 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker

District of Bassetlaw	Approximately 238 metres of private track West Burton Power Station access as shown between points 10m and 10n and shaded green and outlined in yellow on sheet 10 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
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PART 2

TEMPORARY PROHIBITION OR RESTRICTION OF PUBLIC RIGHTS OF WAY WITH DIVERSION

<i>(1) Area</i>	<i>(2) Public right of way</i>	<i>(3) Measure</i>
District of West Lindsey	Approximately 159 metres of footpath reference 1i - Brox/196/1 between points marked 1i/a and 1i/b on sheet 1 of the public rights of way plan	Temporarily closed along a route shown in yellow and diverted along a route contained within the diversion area shown hatched olive green on sheet 1 of the public rights of way plan to facilitate the construction of the authorised development.
District of West Lindsey	Approximately 201 metres of footpath reference 7i - Mton/68/1 between points marked 7i/a and 7i/b on sheet 7 of the public rights of way plan	Temporarily closed along a route shown in yellow and diverted along a route contained within the diversion area shown hatched olive green on sheet 7 of the public rights of way plan to facilitate the construction of the authorised development.

PART 3

TEMPORARY PROHIBITION OR RESTRICTION OF PUBLIC RIGHTS OF WAY

<i>(1) Area</i>	<i>(2) Public right of way</i>	<i>(3) Measures</i>
District of West Lindsey	Approximately 580 metres of footpath reference 7ii - Bram/66/1 between points marked 7ii/a and 7ii/b on sheet 7 of the public rights of way plan	Temporarily closed along the route shown in orange and labelled Bram/66/1
District of West Lindsey	Approximately 129 metres of footpath reference 7iii - Mton/66/4 between points marked 7iii/a and 7iii/b on sheet 7 of the public rights of way plan	Temporarily closed along the route shown in orange and labelled Mton/66/4

District of Bassetlaw	Approximately 187 metres of footpath reference 7iv - NT\Cottam\FP1 between points marked 7iv/a and 7iv/b on sheet 7 of the public rights of way plan	Temporarily closed along the route shown in orange and labelled NT\Cottam\FP1
District of Bassetlaw	Approximately 32 metres of footpath reference 7v - NT\North Leverton With Habbleshthorpe\FP9 between points marked 7v/a and 7v/b on sheet 7 of the public rights of way plan	Temporarily closed along the route shown in orange and labelled NT\North Leverton With Habbleshthorpe\FP9
District of Bassetlaw	Approximately 3 metres of byway reference 8i - NT\North Leverton With Habbleshthorpe\RB25 between points marked 8i/a and 8i/b on sheet 8 of the public rights of way plan	Temporarily closed along the route shown in pink and labelled NT\North Leverton With Habbleshthorpe\RB25
District of Bassetlaw	Approximately 201 metres of BOAT reference 8ii - NT\North Leverton With Habbleshthorpe\BOAT14 between points marked 8ii/a and 8ii/b on sheet 8 of the public rights of way plan	Temporarily closed along the route shown in blue and labelled NT\North Leverton With Habbleshthorpe\BOAT14
District of Bassetlaw	Approximately 51 metres of footpath reference 9i - NT\North Leverton With Habbleshthorpe\FP18 between points marked 9i/a and 9i/b on sheet 9 of the public rights of way plan	Temporarily closed along the route shown in orange and labelled NT\North Leverton With Habbleshthorpe\FP18
District of Bassetlaw	Approximately 354 metres of bridleway reference 9ii - NT\Sturton Le Steeple\BW5 between points marked 9ii/a and 9ii/b on sheet 9 of the public rights of way plan	Temporarily closed along the route shown in green and labelled NT\Sturton Le Steeple\BW5
District of Bassetlaw	Approximately 75 metres of byway reference 9iii - NT\Sturton Le Steeple\RB32 between points marked 9iii/a and 9iii/b on sheet 9 of the public rights of way plan	Temporarily closed along the route shown in pink and labelled NT\Sturton Le Steeple\RB32
District of Bassetlaw	Approximately 56 metres of byway reference 10i - NT\Sturton Le Steeple\RB32 between points marked 10i/a and 10i/b on sheet 10 of the public rights of way plan	Temporarily closed along the route shown in pink and labelled NT\Sturton Le Steeple\RB32
District of Bassetlaw	Approximately 55 metres of footpath reference 10ii - NT\Sturton Le Steeple\FP39 between points marked 10ii/a	Temporarily closed along the route shown in orange and labelled NT\Sturton Le Steeple\FP39

	and 10ii/b on sheet 10 of the public rights of way plan	
District of Bassetlaw	Approximately 63 metres of footpath reference 10iii - NT Sturton Le Steeple FP15 between points marked 10iii/a and 10iii/b on sheet 10 of the public rights of way plan	Temporarily closed along the route shown in orange and labelled NT Sturton Le Steeple FP15
District of Bassetlaw	Approximately 404 metres of byway reference 10iv - NT Sturton Le Steeple RB32 between points marked 10iv/a and 10iv/b on sheet 10 of the public rights of way plan	Temporarily closed along the route shown in pink and labelled NT Sturton Le Steeple RB32
District of Bassetlaw	Approximately 9 metres of footpath reference 10v - NT Sturton Le Steeple FP17 between points marked 10v/a and 10v/b on sheet 10 of the public rights of way plan	Temporarily closed along the route shown in orange and labelled NT Sturton Le Steeple FP17
District of Bassetlaw	Approximately 306 metres of footpath reference 10v - NT Sturton Le Steeple FP17 between points marked 10v/c and 10v/d on sheet 10 of the public rights of way plan	Temporarily closed along the route shown in orange and labelled NT Sturton Le Steeple FP17
District of Bassetlaw	Approximately 23 metres of footpath reference 10v - NT Sturton Le Steeple FP17 between points marked 10v/e and 10v/f on sheet 10 of the public rights of way plan	Temporarily closed along the route shown in orange and labelled NT Sturton Le Steeple FP17

SCHEDULE 7
ACCESS TO WORKS

Article 13

PART 1
PERMANENT MEANS OF ACCESS TO WORKS

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street</i>	<i>(3)</i> <i>Description of means of access</i>
District of West Lindsey	Main Street, Broxholme, 880m south of A1500 junction	The provision of a permanent means of access to the authorised development from the point marked AC1 on sheet 1 of the access plan.
District of West Lindsey	Main Street, Broxholme, 1200m south of A1500 junction	The provision of a permanent means of access to the authorised development from the point marked AC2 and AC119 on sheet 1 of the access plan.
District of West Lindsey	Sturton Road (B1241), Saxilby with Ingleby, 260m south of Ingleby Grange Cottages	The provision of a permanent means of access to the authorised development from the point marked AC3 and AC117 on sheet 2 of the access plan.
District of West Lindsey	Sturton Road (B1241), Saxilby with Ingleby, Ingleby Hall Farm track	The provision of a permanent means of access to the authorised development from the point marked AC4 and AC116 on sheet 3 of the access plan.
District of West Lindsey	Sykes Lane, Saxilby with Ingleby, 150m east of Sykes Farm	The provision of a permanent means of access to the authorised development from the point marked AC6 on sheet 3 of the access plan.
District of West Lindsey	Sturton Road (B1241), Saxilby with Ingleby, opp. Hall Cottages	The provision of a permanent means of access to the authorised development from the point marked AC5 on sheet 4 of the access plan.
District of West Lindsey	Till Bridge Lane (A1500), Marton, via Stow Park Road (unclassified)	The provision of a permanent means of access to the authorised development from the point marked AC7 and AC113 on sheet 6 of the access plan.
District of West Lindsey	Stow Park Road (A1500), Marton	The provision of a permanent means of access to the authorised development from the point marked AC8 on sheet 6 of the access plan.

PART 2
TEMPORARY MEANS OF ACCESS

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street</i>	<i>(3)</i> <i>Description of means of access</i>
District of West Lindsey	Main Street, Broxholme, 350m north of Church Lane	The provision of a temporary means of access to the authorised development from the point marked AC118 on sheet 1 of the access plan.
District of West Lindsey	Cowdale Lane, Sturton by Stow (north)	The provision of a temporary means of access to the authorised development from the point marked AC114 on sheet 4 of the access plan.
District of West Lindsey	Cowdale Lane, Sturton by Stow (south)	The provision of a temporary means of access to the authorised development from the point marked AC115 on sheet 4 of the access plan.
District of West Lindsey	Stow Park Road (A1500), Marton, 350m west of Trent View	The provision of a temporary means of access to the authorised development from the point marked AC112 on sheet 6 of the access plan.
District of West Lindsey	High Street (A156), Marton, 200m south of Chestnut House	The provision of a temporary means of access to the authorised development from the point marked AC110 on sheet 7 of the access plan.
District of West Lindsey	Lea Road (A156), Brampton, via Footpath Bram/66/1	The provision of a temporary means of access to the authorised development from the point marked AC111 on sheet 7 of the access plan.
District of Bassetlaw	Northfield Road, North Leverton with Hablesthorpe, 450m west of North Leys Road	The provision of a temporary means of access to the authorised development from the point marked AC105 on sheet 8 of the access plan.
District of Bassetlaw	Northfield Road, North Leverton with Hablesthorpe, 400m east of Smythe Lane	The provision of a temporary means of access to the authorised development from the point marked AC106 on sheet 8 of the access plan.
District of Bassetlaw	Meeting point of Coates Road and North Leys Road, North Leverton with Hablesthorpe	The provision of a temporary means of access to the authorised development from the point marked AC107 on sheet 8 of the access plan.
District of Bassetlaw	Coates Road, North Leverton with Hablesthorpe, 200m south of Marlyn House	The provision of a temporary means of access to the authorised development from the point marked AC108 on sheet 8 of the access plan.

District of Bassetlaw	Littleborough Road, Sturton le Steeple, adj. Upper Ings Lane	The provision of a temporary means of access to the authorised development from the point marked AC103 on sheet 9 of the access plan.
District of Bassetlaw	Fenton Lane, Sturton le Steeple, end of public highway	The provision of a temporary means of access to the authorised development from the point marked AC104 on sheet 9 of the access plan.
District of Bassetlaw	Gainsborough Road, Sturton le Steeple, West Burton Power Station access	The provision of a permanent means of access to the authorised development from the point marked AC100 on sheet 10 of the access plan.
District of Bassetlaw	Gainsborough Road, Sturton le Steeple, 340m north of Station Road	The provision of a temporary means of access to the authorised development from the point marked AC101 on sheet 10 of the access plan.
District of Bassetlaw	Common Lane, Sturton le Steeple, 230m east of North Street	The provision of a temporary means of access to the authorised development from the point marked AC102 on sheet 10 of the access plan.

SCHEDULE 8

Article 15

TRAFFIC REGULATION MEASURES

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Street</i>	<i>(3)</i> <i>Extent of the street works</i>
District of West Lindsey	Main Street, Broxholme	As shown between points 1a and 1d and shaded purple on sheet 1 of the streets plan
District of West Lindsey	Sturton Road (B1241), Saxilby with Ingleby	As shown between points 2a and 2b and shaded purple on sheet 2 of the streets plan
District of West Lindsey	Sturton Road (B1241), Saxilby with Ingleby	As shown between points 2c and 2e and shaded purple on sheet 2 of the streets plan
District of West Lindsey	Sturton Road (B1241), Saxilby with Ingleby	As shown between points 4a and 4b and shaded purple on sheet 4 of the streets plan
District of West Lindsey	Cowdale Lane, Sturton by Stow	As shown between points 4c and 5a and shaded purple on sheets 4 and 5 of the streets plan
District of West Lindsey	Stow Park Road (A1500), Marton	As shown between points 6a and 6b and shaded purple on sheet 6 of the streets plan
District of West Lindsey	Stow Park Road (A1500), Marton	As shown between points 6c and 6d and shaded purple on sheet 6 of the streets plan
District of West Lindsey	Till Bridge Lane (A1500), Marton	As shown between points 6d and 6e and shaded purple on sheet 6 of the streets plan
District of West Lindsey	Stow Park Road, Marton	As shown between points 6e and 6f and shaded purple on sheet 6 of the streets plan
District of West Lindsey	Stow Park Road (A1500), Marton	As shown between points 7a and 7b and shaded purple on sheet 7 of the streets plan
District of West Lindsey	High street (A156), Marton	As shown between points 7c and 7d and shaded purple on sheet 7 of the streets plan
District of West Lindsey	Stow Park Road (A1500), Marton	As shown between points 7e and 7f and shaded purple on sheet 7 of the streets plan
District of West Lindsey	High Street (A156), Marton	As shown between points 7g and 7i and shaded purple on sheet 7 of the streets plan
District of West Lindsey	Lea Road (A156), Brampton	As shown between points 7j and 7k and shaded purple on sheet 7 of the streets plan
District of Bassetlaw	Coates Road, North Leverton with Habbleshthorpe	As shown between points 8a and 8d and shaded purple on sheet 8 of the streets plan

District of Bassetlaw	Headstead Bank, Cottam	As shown between points 8d and 8e and shaded purple on sheet 8 of the streets plan
District of Bassetlaw	North Leys Road, North Leverton with Habbleshthorpe	As shown between points 8f and 8g and shaded purple on sheet 8 of the streets plan
District of Bassetlaw	Coates Road, North Leverton with Habbleshthorpe	As shown between points 8g and 8h and shaded purple on sheet 8 of the streets plan
District of Bassetlaw	Northfield Road, North Leverton with Habbleshthorpe	As shown between points 9a and 9d and shaded purple on sheet 9 of the streets plan
District of Bassetlaw	Fenton Lane, Sturton le Steeple	As shown between points 9e and 9g and shaded purple on sheet 9 of the streets plan
District of Bassetlaw	Littleborough Road, Sturton le Steeple	As shown between points 9h and 9k and shaded purple on sheet 9 of the streets plan
District of Bassetlaw	Upper Ings Lane, Sturton le Steeple	As shown between points 9l and 9n and shaded purple on sheet 9 of the streets plan
District of Bassetlaw	North Street, Sturton le Steeple	As shown between points 10a and 10b and shaded purple on sheet 10 of the streets plan
District of Bassetlaw	Common Lane, Sturton le Steeple	As shown between points 10b and 10c and shaded purple on sheet 10 of the streets plan
District of Bassetlaw	Common Lane, Sturton le Steeple	As shown between points 10d and 10e and shaded purple on sheet 10 of the streets plan
District of Bassetlaw	Gainsborough Road, Sturton le Steeple	As shown between points 10f and 10g and shaded purple on sheet 10 of the streets plan

SCHEDULE 9

Article 22

LAND IN WHICH ONLY NEW RIGHTS ETC. MAY BE ACQUIRED

<i>(1)</i> <i>Plot reference number shown on the land plan</i>	<i>(2)</i> <i>Purposes for which rights over land may be required and restrictive covenants imposed</i>
02-033, 04-039, 04-040, 04-043a, 05-062, 06-065, 06-068, 06-069, 06-072, 06-073, 06-074, 06-076, 06-077, 06-078, 07-107, 07-108, 07-109, 09-168, 09-169, 10-183a, 10-183b, 10-183c, 10-187, 10-188, 10-189	<p>Alter, improve, form, maintain, retain, use (with or without vehicles, plant and machinery), remove, reinstate means of access to the authorised development including visibility splays, bridges and road widening and to remove impediments (including vegetation) to such access;</p> <p>pass and repass on foot, with or without vehicles, plant and machinery (including rights to lay and use any temporary surface) for all purposes in connection with the authorised development;</p> <p>install, use, support, protect, inspect, alter, remove, replace, refurbish, reconstruct, retain, renew, improve and maintain security fencing, gates, boundary treatment, public rights of way and any other ancillary apparatus and any other works as necessary;</p> <p>install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodlands, shrubs, hedgerows, seeding, landscaping and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs, hedgerows, landscaping and other ecological measures the right to pass and repass on foot, with or without vehicles, plant and machinery for all purposes in connection with the implementation and maintenance of landscaping and ecological mitigation or enhancement works;</p> <p>restrict and remove the erection of buildings or structures, restrict the altering of ground levels, restrict and remove the planting of trees or carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt or interfere with the exercise of the rights or damage the authorised development.</p>
01-008, 01-013, 01-014, 01-018, 01-019, 01-020, 02-027, 02-028, 02-029, 02-030, 02-033, 04-039, 04-040, 04-043a, 04-044, 04-046, 04-047, 04-049, 04-050, 04-051, 04-052, 05-052a, 05-053, 05-054, 05-054a, 05-062, 05-063a, 06-065, 06-068, 06-069, 06-072, 06-072a, 06-072b, 06-072c, 06-072d, 06-073, 06-073a, 06-073b, 06-074, 06-074a, 06-076, 07-094, 07-095, 07-096, 07-097, 07-098, 07-102, 07-103, 07-104, 07-105,	install, use, support, protect, inspect, alter, remove, replace, refurbish, reconstruct, retain, renew, improve and maintain electrical underground cables, earthing cables, optical fibre cables, data cables, telecommunications cables and other services, works associated with such cables including bays, ducts, protection and safety measures and equipment, and other ancillary apparatus and structures (including but not limited to access chambers,

<p>07-106, 07-114, 07-114a, 07-115, 07-116, 07-117, 07-118, 07-119, 07-119a, 07-120, 07-120a, 07-121, 07-123, 08-124, 08-125, 08-126, 08-127, 08-128, 08-130, 08-133, 08-134, 08-135, 08-136, 08-137, 08-138, 08-139, 08-140, 08-151, 08-152, 08-153, 08-154, 08-156, 08-158, 08-159, 08-160, 09-161, 09-162, 09-165, 09-170, 09-171, 09-172, 09-173, 10-174, 10-175, 10-176, 10-177, 10-179, 10-180, 10-181, 10-182, 10-183, 10-184, 10-185</p>	<p>manholes and marker posts) and any other works necessary together with the right to fell, trim or lop trees and bushes which may obstruct or interfere with the said cables, telecommunications and other ancillary apparatus;</p>
	<p>remain, pass and repass on foot, with or without vehicles, plant and machinery (including rights to lay and use any temporary surface or form a temporary compound) for all purposes in connection with the authorised development;</p>
	<p>continuous vertical and lateral support for the authorised development;</p>
	<p>install, use, support, protect, inspect, alter, remove, replace, refurbish, reconstruct, retain, renew, improve and maintain sewers, drains, pipes, ducts, mains, conduits, services, flues and to drain into and manage waterflows in any drains, watercourses and culverts;</p>
	<p>install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodlands, shrubs, hedgerows, seeding, landscaping and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs, hedgerows, landscaping and other ecological measures the right to pass and repass on foot, with or without vehicles, plant and machinery for all purposes in connection with the implementation and maintenance of landscaping and ecological mitigation or enhancement works;</p>
	<p>install, use, support, protect, inspect, alter, remove, replace, refurbish, reconstruct, retain, renew, improve and maintain security fencing, gates, boundary treatment, public rights of way and any other ancillary apparatus and any other works as necessary;</p>
	<p>restrict and remove the erection of buildings or structures, restrict the altering of ground levels, restrict and remove vegetation and restrict the planting of trees or carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt or interfere with the exercise of the rights or damage the authorised development.</p>

MODIFICATION OF COMPENSATION AND COMPULSORY PURCHASE ENACTMENTS FOR THE CREATION OF NEW RIGHTS AND IMPOSITION OF NEW RESTRICTIVE COVENANTS

Compensation enactments

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land are to apply, with the necessary modifications as respects compensation, in the case of a compulsory acquisition under this Order of a right by the creation of a new right or the imposition of a restrictive covenant as they apply as respects compensation on the compulsory purchase of land and interests in land.

2.—(1) Without limitation on the scope of paragraph 1, the Land Compensation Act 1973(a) has effect subject to the modifications set out in sub-paragraph (2).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 (measure of compensation in case of severance) of the 1965 Act as substituted by paragraph 5—

- (a) for the words “land is acquired or taken from” substitute “a right or restrictive covenant over land is purchased from or imposed on”; and
- (b) for the words “acquired or taken from him” substitute “over which the right is exercisable or the restrictive covenant enforceable”.

3.—(1) Without limitation on the scope of paragraph 1, the 1961 Act has effect subject to the modifications set out in sub-paragraph (2).

(2) In section 5A(5A) (relevant valuation date), omit the words after “if—” and substitute—

- “(a) the acquiring authority enters on land for the purpose of exercising a right in pursuant of a notice of entry under section 11(1) of the 1965 Act (as modified by paragraph 5(5) of Schedule 10 to the West Burton Solar Project Order 202[];
- (b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A to the 1965 Act (as substituted by paragraph 5(8) of Schedule 10 to the West Burton Solar Project Order [20**]) to acquire an interest in the land; and
- (c) the acquiring authority enters on and takes possession of that land

the authority is deemed for the purposes of subsection (3)(a) to have entered on that land where it entered on that land for the purpose of exercising that right.”.

Application of Part 1 of the 1965 Act

4. Part 1 (compulsory purchase under Acquisition of Land Act 1946) of the 1965 Act, as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act to the acquisition of land under article 20 (compulsory acquisition of land) and as modified by article 27 (modification of Part 1 of the Compulsory Purchase Act 1965), applies to the compulsory acquisition of a right by the creation of a new right under article 22 (compulsory acquisition of rights)—

- (a) with the modifications specified in paragraph 5; and
- (b) with such other modifications as may be necessary.

5.—(1) The modifications referred to in paragraph 4(a) are as follows—

(2) References in the 1965 Act to land are, in the appropriate contexts, to be read (according to the requirements of the particular context) as referring to, or as including references to—

- (a) the right acquired or to be acquired, or the restriction imposed or to be imposed; or

(a) 1973 c. 26.

- (b) the land over which the right is or is to be exercisable, or the restriction is to be enforceable.
- (3) For section 7 of the 1965 Act (measure of compensation in case of severance) substitute—

“7. In assessing the compensation to be paid by the acquiring authority under this Act, regard must be had not only to the extent (if any) to which the value of the land over which the right is to be acquired or the restrictive covenant is to be imposed is depreciated by the acquisition of the right or the imposition of the covenant but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act.”.

(4) The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

- (a) section 9(4) (failure by owners to convey);
- (b) paragraph 10(3) of Schedule 1 (owners under incapacity);
- (c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and
- (d) paragraphs 2(3) and 7(2) of Schedule 4 (common land),

are modified to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired or the restrictive covenant which is to be imposed is vested absolutely in the acquiring authority.

(5) Section 11(a) (powers of entry) of the 1965 Act is modified to secure that, as from the date on which the acquiring authority has served notice to treat in respect of any right or restrictive covenant, as well as the notice of entry required by subsection (1) of that section (as it applies to compulsory acquisition under article 20 (compulsory acquisition of land)), it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant (which is deemed for this purpose to have been created on the date of service of the notice); and sections 11A(b) (powers of entry: further notices of entry), 11B(c) (counter-notice requiring possession to be taken on specified date), 12(d) (penalty for unauthorised entry) and 13(e) (refusal to give possession to acquiring authority) of the 1965 Act are modified correspondingly.

(6) Section 20(f) (tenants at will, etc.) of the 1965 Act applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right or enforcement of the restrictive covenant in question.

(7) Section 22 (interests omitted from purchase) of the 1965 Act as modified by article 27(4) (modification of Part 1 of the Compulsory Purchase Act 1965) is so modified as to enable the acquiring authority, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired or restrictive covenant imposed, subject to compliance with that section as respects compensation.

(8) For Schedule 2A to the 1965 Act (counter notice requiring purchase of land not in notice to treat) substitute—

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- (a) Section 11 was amended by section 34(1) of, and Schedule 4 to, the Acquisition of Land Act 1981 (c. 67), section 3 of, and Part 1 of Schedule 1 to, the Housing (Consequential Provisions) Act 1958 (c. 71), section 14 of, and paragraph 12(1) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (No. 1), sections 186(2) and 188 of, and paragraph 6 of Schedule 14 and paragraph 3 of Schedule 16 to, the Housing and Planning Act 2016 (c. 22) and S.I. 2009/1307.
 - (b) Section 11A was inserted by section 186(3) of the Housing and Planning Act 2016.
 - (c) Section 11B was inserted by section 187(3) of the Housing and Planning Act 2016.
 - (d) Section 12 was amended by sections 56(2) of, and Part 1 of Schedule 9 to, the Courts Act 1971 (c. 23) and paragraphs (2) and (4) of Schedule 16 to the Housing and Planning Act 2016.
 - (e) Section 13 was amended by sections 62(3), 139(4) to (9) and 146 of, and paragraphs 27 and 28 of Schedule 13 and Part 3 of Schedule 23 to the Tribunals, Courts and Enforcement Act 2007 (c. 15).
 - (f) Section 20 was amended by paragraph 4 of Schedule 15 to the Planning and Compensation Act 1991 (c. 34) and S.I. 2009/1307.

“SCHEDULE 2A

COUNTER-NOTICE REQUIRING PURCHASE OF LAND

1.—(1) This Schedule applies where an acquiring authority serves a notice to treat in respect of a right over, or restrictive covenant affecting, the whole or part of a house, building or factory and have not executed a general vesting declaration under section 4 of the 1981 Act as applied by article 24 (application of the 1981 Act) of the West Burton Solar Project Order 202[] in respect of the land to which the notice to treat relates.

(2) But see article 25(3) (acquisition of subsoil only) of the West Burton Solar Project Order 202[] which excludes the acquisition of subsoil only from this Schedule.

2. In this Schedule, “house” includes any park or garden belonging to a house.

Counter-notice requiring purchase of land

3. A person who is able to sell the house, building or factory (“the owner”) may serve a counter-notice requiring the authority to purchase the owner’s interest in the house, building or factory.

4. A counter-notice under paragraph 3 must be served within the period of 28 days beginning with the day on which the notice to treat was served.

Response to counter-notice

5. On receiving a counter-notice, the acquiring authority must decide whether to—

- (a) withdraw the notice to treat,
- (b) accept the counter notice, or
- (c) refer the counter notice to the Upper Tribunal.

6. The authority must serve notice of their decision on the owner within the period of three months beginning with the day on which the counter-notice is served (“the decision period”).

7. If the authority decides to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

8. If the authority does not serve notice of a decision within the decision period they are to be treated as if they had served notice of a decision to withdraw the notice to treat at the end of that period.

9. If the authority serves notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner’s interest in the house, building or factory.

Determination by the Upper Tribunal

10. On a referral under paragraph 7, the Upper Tribunal must determine whether the acquisition of the right or the imposition of the restrictive covenant would—

- (a) in the case of a house, building or factory; cause material detriment to the house, building or factory, or
- (b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.

11. In making its determination, the Upper Tribunal must take into account—

- (a) the effect of the acquisition of the right or the imposition of the covenant,
- (b) the use to be made of the right or covenant proposed to be acquired or imposed, and

- (c) if the right or covenant is proposed to be acquired or imposed for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.

12. If the Upper Tribunal determines that the acquisition of the right or the imposition of the covenant would have either of the consequences described in paragraph 10, it must determine how much of the house, building or factory the authority ought to be required to take.

13. If the Upper Tribunal determines that the authority ought to be required to take some or all of the house, building or factory, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in that land.

14.—(1) If the Upper Tribunal determines that the authority ought to be required to take some or all of the house, building or factory, the authority may at any time within the period of six weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the acquiring authority withdraws the notice to treat under this paragraph they must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawal of the notice.

(3) Any dispute as to the compensation is to be determined by the Upper Tribunal.”.

SCHEDULE 11

Article 29

LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

<i>(1)</i> <i>Plot reference number shown on the land plan</i>	<i>(2)</i> <i>Purpose for which temporary possession may be taken</i>
01-001, 01-002, 01-002a, 01-003, 01-004, 01-005, 01-006, 01-007, 01-016, 01-017, 02-025, 02-026, 02-032, 04-038, 04-043, 06-080, 06-081, 06-082, 06-083, 06-084, 06-085, 06-086, 06-087, 06-093, 07-099, 07-099a, 07-100, 07-101, 07-110, 07-111, 07-112, 07-113, 08-129, 08-132, 08-141, 08-142, 08-143, 08-144, 08-145, 08-146, 08-147, 08-148, 08-149, 08-150, 08-155, 08-157, 09-163, 09-164, 09-166, 10-178, 10-183d, 10-190, 10-191, 10-192, 10-193, 10-194, 10-194a 10-195, 10-196, 10-197, 10-198, 10-199	Temporary use (including access) to facilitate the construction of Work Nos. 1 to 11.
01-015, 04-045, 04-048, 06-070, 06-071, 07-122, 08-131, 08-142, 09-163, 09-167	Temporary use (including access and compound) to facilitate the construction of Work No. 5.

SCHEDULE 12

Article 38

HEDGEROWS TO BE REMOVED

PART 1

REMOVAL OF HEDGEROWS

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of hedgerow and extent of removal</i>
District of West Lindsey	Removal of part of approximately 91.22m of hedgerow within the area identified by a green line on sheet 1 of the important hedgerows plan, reference H001
District of West Lindsey	Removal of part of approximately 649.86m of hedgerow within the area identified by a green line on sheet 1 of the important hedgerows plan, reference H003
District of West Lindsey	Removal of part of approximately 311.16m of hedgerow within the area identified by a green line on sheet 1 of the important hedgerows plan, reference H012
District of West Lindsey	Removal of part of approximately 583.08m of hedgerow within the area identified by a green line on sheet 1 of the important hedgerows plan, reference H013
District of West Lindsey	Removal of part of approximately 412.56m of hedgerow within the area identified by a green line on sheet 1 of the important hedgerows plan, reference H014
District of West Lindsey	Removal of part of approximately 599.31m of hedgerow within the area identified by a green line on sheet 1 of the important hedgerows plan, reference H015
District of West Lindsey	Removal of part of approximately 328.86m of hedgerow within the area identified by a green line on sheet 1 of the important hedgerows plan, reference H016
District of West Lindsey	Removal of part of approximately 323.74m of hedgerow within the area identified by a green line on sheet 1 of the important hedgerows plan, reference H017
District of West Lindsey	Removal of part of approximately 615.78m of hedgerow within the area identified by a green line on sheet 1 of the important hedgerows plan, reference H018
District of West Lindsey	Removal of part of approximately 400.96m of hedgerow within the area identified by a green line on sheet 1 of the important hedgerows plan, reference H019
District of West Lindsey	Removal of part of approximately 207.6m of hedgerow within the area identified by a green line on sheet 1 of the important hedgerows plan, reference H020

District of West Lindsey	Removal of part of approximately 163.98m of hedgerow within the area identified by a green line on sheet 1 of the important hedgerows plan, reference H021
District of West Lindsey	Removal of part of approximately 199.51m of hedgerow within the area identified by a green line on sheet 1 of the important hedgerows plan, reference H022
District of West Lindsey	Removal of part of approximately 179.63m of hedgerow within the area identified by a green line on sheet 1 of the important hedgerows plan, reference H023
District of West Lindsey	Removal of part of approximately 178.69m of hedgerow within the area identified by a green line on sheet 1 of the important hedgerows plan, reference H024
District of West Lindsey	Removal of part of approximately 162.29m of hedgerow within the area identified by a green line on sheet 1 of the important hedgerows plan, reference H030
District of West Lindsey	Removal of part of approximately 360.72m of hedgerow within the area identified by a green line on sheet 1 of the important hedgerows plan, reference H190
District of West Lindsey	Removal of part of approximately 96.68m of hedgerow within the area identified by a green line on sheet 2 of the important hedgerows plan, reference H032
District of West Lindsey	Removal of part of approximately 274.76m of hedgerow within the area identified by a green line on sheet 2 of the important hedgerows plan, reference H033
District of West Lindsey	Removal of part of approximately 263.57m of hedgerow within the area identified by a green line on sheet 2 of the important hedgerows plan, reference H034
District of West Lindsey	Removal of part of approximately 575.38m of hedgerow within the area identified by a green line on sheet 2 of the important hedgerows plan, reference H036
District of West Lindsey	Removal of part of approximately 260.06m of hedgerow within the area identified by a green line on sheet 2 of the important hedgerows plan, reference H041
District of West Lindsey	Removal of part of approximately 252.21m of hedgerow within the area identified by a green line on sheet 2 of the important hedgerows plan, reference H043
District of West Lindsey	Removal of part of approximately 270.61m of hedgerow within the area identified by a green line on sheet 2 of the important hedgerows plan, reference H044
District of West Lindsey	Removal of part of approximately 181.06m of hedgerow within the area identified by a green line on sheet 2 of the important hedgerows plan, reference H045

District of West Lindsey	Removal of part of approximately 130.28m of hedgerow within the area identified by a green line on sheet 4 of the important hedgerows plan, reference H063
District of West Lindsey	Removal of part of approximately 204.33m of hedgerow within the area identified by a green line on sheet 4 of the important hedgerows plan, reference H066
District of West Lindsey	Removal of part of approximately 214.37m of hedgerow within the area identified by a green line on sheet 4 of the important hedgerows plan, reference H070
District of West Lindsey	Removal of part of approximately 252.39m of hedgerow within the area identified by a green line on sheet 4 of the important hedgerows plan, reference H074b
District of West Lindsey	Removal of part of approximately 57.54m of hedgerow within the area identified by a green line on sheet 4 of the important hedgerows plan, reference H075
District of West Lindsey	Removal of part of approximately 188.06m of hedgerow within the area identified by a green line on sheet 4 of the important hedgerows plan, reference H066
District of West Lindsey	Removal of part of approximately 78.59m of hedgerow within the area identified by a green line on sheet 5 of the important hedgerows plan, reference H078
District of West Lindsey	Removal of part of approximately 52.89m of hedgerow within the area identified by a green line on sheet 5 of the important hedgerows plan, reference H079
District of West Lindsey	Removal of part of approximately 311.93m of hedgerow within the area identified by a green line on sheet 5 of the important hedgerows plan, reference H080
District of West Lindsey	Removal of part of approximately 343.62m of hedgerow within the area identified by a green line on sheet 5 of the important hedgerows plan, reference H095
District of West Lindsey	Removal of part of approximately 207.9m of hedgerow within the area identified by a green line on sheet 5 of the important hedgerows plan, reference H096
District of West Lindsey	Removal of part of approximately 732.03m of hedgerow within the area identified by a green line on sheet 5 of the important hedgerows plan, reference H098
District of West Lindsey	Removal of part of approximately 217.72m of hedgerow within the area identified by a green line on sheet 5 of the important hedgerows plan, reference H099
District of West Lindsey	Removal of part of approximately 200.46m of hedgerow within the area identified by a green line on sheet 5 of the important hedgerows plan, reference H101

District of West Lindsey	Removal of part of approximately 154.03m of hedgerow within the area identified by a green line on sheet 5 of the important hedgerows plan, reference H102
District of West Lindsey	Removal of part of approximately 353.51m of hedgerow within the area identified by a green line on sheet 5 of the important hedgerows plan, reference H105
District of West Lindsey	Removal of part of approximately 686.6m of hedgerow within the area identified by a green line on sheet 6 of the important hedgerows plan, reference H082
District of West Lindsey	Removal of part of approximately 189.01m of hedgerow within the area identified by a green line on sheet 6 of the important hedgerows plan, reference H083
District of West Lindsey	Removal of part of approximately 310.69m of hedgerow within the area identified by a green line on sheet 6 of the important hedgerows plan, reference H084
District of West Lindsey	Removal of part of approximately 226.12m of hedgerow within the area identified by a green line on sheet 6 of the important hedgerows plan, reference H085
District of West Lindsey	Removal of part of approximately 389.15m of hedgerow within the area identified by a green line on sheet 6 of the important hedgerows plan, reference H086
District of West Lindsey	Removal of part of approximately 428.1m of hedgerow within the area identified by a green line on sheet 6 of the important hedgerows plan, reference H122
District of West Lindsey	Removal of part of approximately 364.2m of hedgerow within the area identified by a green line on sheet 6 of the important hedgerows plan, reference H123
District of West Lindsey	Removal of part of approximately 281m of hedgerow within the area identified by a green line on sheet 6 of the important hedgerows plan, reference H124
District of West Lindsey	Removal of part of approximately 588.06m of hedgerow within the area identified by a green line on sheet 6 of the important hedgerows plan, reference H125
District of West Lindsey	Removal of part of approximately 363.57m of hedgerow within the area identified by a green line on sheet 6 of the important hedgerows plan, reference H126
District of West Lindsey	Removal of part of approximately 301.52m of hedgerow within the area identified by a green line on sheet 6 of the important hedgerows plan, reference H127
District of West Lindsey	Removal of part of approximately 416.17m of hedgerow within the area identified by a green line on sheet 7 of the important hedgerows plan, reference H116

District of West Lindsey	Removal of part of approximately 136.26m of hedgerow within the area identified by a green line on sheet 7 of the important hedgerows plan, reference H132
District of West Lindsey	Removal of part of approximately 242.74m of hedgerow within the area identified by a green line on sheet 7 of the important hedgerows plan, reference H138
District of West Lindsey	Removal of part of approximately 144.1m of hedgerow within the area identified by a green line on sheet 7 of the important hedgerows plan, reference H140
District of West Lindsey	Removal of part of approximately 16.12m of hedgerow within the area identified by a green line on sheet 7 of the important hedgerows plan, reference H141
District of West Lindsey	Removal of part of approximately 376.64m of hedgerow within the area identified by a green line on sheet 7 of the important hedgerows plan, reference H142
District of West Lindsey	Removal of part of approximately 308.38m of hedgerow within the area identified by a green line on sheet 7 of the important hedgerows plan, reference H143
District of West Lindsey	Removal of part of approximately 154.6m of hedgerow within the area identified by a green line on sheet 7 of the important hedgerows plan, reference H145
District of Bassetlaw	Removal of part of approximately 15.94m of hedgerow within the area identified by a green line on sheet 7 of the important hedgerows plan, reference H147
District of Bassetlaw	Removal of part of approximately 122.49m of hedgerow within the area identified by a green line on sheet 7 of the important hedgerows plan, reference H148
District of Bassetlaw	Removal of part of approximately 48.5m of hedgerow within the area identified by a green line on sheet 7 of the important hedgerows plan, reference H149
District of Bassetlaw	Removal of part of approximately 51.69m of hedgerow within the area identified by a green line on sheet 8 of the important hedgerows plan, reference H151
District of Bassetlaw	Removal of part of approximately 55.98m of hedgerow within the area identified by a green line on sheet 8 of the important hedgerows plan, reference H155
District of Bassetlaw	Removal of part of approximately 45.02m of hedgerow within the area identified by a green line on sheet 8 of the important hedgerows plan, reference H156
District of Bassetlaw	Removal of part of approximately 166.24m of hedgerow within the area identified by a green line on sheet 8 of the important hedgerows plan, reference H158

District of Bassetlaw	Removal of part of approximately 360.68m of hedgerow within the area identified by a green line on sheet 8 of the important hedgerows plan, reference H159
District of Bassetlaw	Removal of part of approximately 203.58m of hedgerow within the area identified by a green line on sheet 8 of the important hedgerows plan, reference H161
District of Bassetlaw	Removal of part of approximately 330.45m of hedgerow within the area identified by a green line on sheet 8 of the important hedgerows plan, reference H162
District of Bassetlaw	Removal of part of approximately 153m of hedgerow within the area identified by a green line on sheet 8 of the important hedgerows plan, reference H163
District of Bassetlaw	Removal of part of approximately 51.54m of hedgerow within the area identified by a green line on sheet 8 of the important hedgerows plan, reference H164
District of Bassetlaw	Removal of part of approximately 7.08m of hedgerow within the area identified by a green line on sheet 8 of the important hedgerows plan, reference H166
District of Bassetlaw	Removal of part of approximately 7.71m of hedgerow within the area identified by a green line on sheet 8 of the important hedgerows plan, reference H167
District of Bassetlaw	Removal of part of approximately 52.87m of hedgerow within the area identified by a green line on sheet 8 of the important hedgerows plan, reference H153
District of Bassetlaw	Removal of part of approximately 269.75m of hedgerow within the area identified by a green line on sheet 9 of the important hedgerows plan, reference H168
District of Bassetlaw	Removal of part of approximately 410.4m of hedgerow within the area identified by a green line on sheet 9 of the important hedgerows plan, reference H170
District of Bassetlaw	Removal of part of approximately 217.54m of hedgerow within the area identified by a green line on sheet 10 of the important hedgerows plan, reference H184
District of Bassetlaw	Removal of part of approximately 51.86m of hedgerow within the area identified by a green line on sheet 10 of the important hedgerows plan, reference H187

PART 2

REMOVAL OF POTENTIALLY IMPORTANT HEDGEROWS

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of hedgerow and extent of removal</i>
District of West Lindsey	Removal of part of approximately 278.72m of hedgerow within the area identified by a yellow line on sheet 3 of the important hedgerows plan, reference H048
District of West Lindsey	Removal of part of approximately 473.68m of hedgerow within the area identified by a yellow line on sheet 3 of the important hedgerows plan, reference H051
District of West Lindsey	Removal of part of approximately 443.18m of hedgerow within the area identified by a yellow line on sheet 3 of the important hedgerows plan, reference H053
District of West Lindsey	Removal of part of approximately 241.96m of hedgerow within the area identified by a yellow line on sheet 4 of the important hedgerows plan, reference H061
District of West Lindsey	Removal of part of approximately 259.6m of hedgerow within the area identified by a yellow line on sheet 4 of the important hedgerows plan, reference H067
District of West Lindsey	Removal of part of approximately 82.78m of hedgerow within the area identified by a yellow line on sheet 4 of the important hedgerows plan, reference H076
District of West Lindsey	Removal of part of approximately 120.2m of hedgerow within the area identified by a yellow line on sheet 5 of the important hedgerows plan, reference H097
District of West Lindsey	Removal of part of approximately 856.54m of hedgerow within the area identified by a yellow line on sheet 5 of the important hedgerows plan, reference H104
District of Bassetlaw	Removal of part of approximately 205.93m of hedgerow within the area identified by a yellow line on sheet 7 of the important hedgerows plan, reference H117

PART 3

REMOVAL OF IMPORTANT HEDGEROWS

<i>(1)</i> <i>Area</i>	<i>(2)</i> <i>Number of hedgerow and extent of removal</i>
District of West Lindsey	Removal of part of approximately 216.03m of hedgerow within the area identified by an orange line on sheet 1 of the important hedgerows plan, reference H002
District of West Lindsey	Removal of part of approximately 775.33m of hedgerow within the area identified by an orange line on sheet 1 of the important hedgerows plan, reference H004

District of West Lindsey	Removal of part of approximately 523.89m of hedgerow within the area identified by an orange line on sheet 1 of the important hedgerows plan, reference H011
District of West Lindsey	Removal of part of approximately 207.7m of hedgerow within the area identified by an orange line on sheet 1 of the important hedgerows plan, reference H005
District of West Lindsey	Removal of part of approximately 177.17m of hedgerow within the area identified by an orange line on sheet 1 of the important hedgerows plan, reference H006
District of West Lindsey	Removal of part of approximately 172.6m of hedgerow within the area identified by an orange line on sheet 1 of the important hedgerows plan, reference H007
District of West Lindsey	Removal of part of approximately 209.13m of hedgerow within the area identified by an orange line on sheet 1 of the important hedgerows plan, reference H008
District of West Lindsey	Removal of part of approximately 374.47m of hedgerow within the area identified by an orange line on sheet 1 of the important hedgerows plan, reference H009
District of West Lindsey	Removal of part of approximately 150.52m of hedgerow within the area identified by an orange line on sheet 1 of the important hedgerows plan, reference H010
District of West Lindsey	Removal of part of approximately 606.55m of hedgerow within the area identified by an orange line on sheet 1 of the important hedgerows plan, reference H025
District of West Lindsey	Removal of part of approximately 318.77m of hedgerow within the area identified by an orange line on sheet 1 of the important hedgerows plan, reference H028
District of West Lindsey	Removal of part of approximately 194.43m of hedgerow within the area identified by an orange line on sheet 1 of the important hedgerows plan, reference H026
District of West Lindsey	Removal of part of approximately 239.34m of hedgerow within the area identified by an orange line on sheet 1 of the important hedgerows plan, reference H027
District of West Lindsey	Removal of part of approximately 363.72m of hedgerow within the area identified by an orange line on sheet 1 of the important hedgerows plan, reference H029
District of West Lindsey	Removal of part of approximately 349.03m of hedgerow within the area identified by an orange line on sheet 1 of the important hedgerows plan, reference H031
District of West Lindsey	Removal of part of approximately 437.28m of hedgerow within the area identified by an orange line on sheet 2 of the important hedgerows plan, reference H035

District of West Lindsey	Removal of part of approximately 573.09m of hedgerow within the area identified by an orange line on sheet 2 of the important hedgerows plan, reference H037
District of West Lindsey	Removal of part of approximately 390.64m of hedgerow within the area identified by an orange line on sheet 2 of the important hedgerows plan, reference H038
District of West Lindsey	Removal of part of approximately 139.51m of hedgerow within the area identified by an orange line on sheet 2 of the important hedgerows plan, reference H039
District of West Lindsey	Removal of part of approximately 277.86m of hedgerow within the area identified by an orange line on sheet 2 of the important hedgerows plan, reference H040
District of West Lindsey	Removal of part of approximately 493.09m of hedgerow within the area identified by an orange line on sheet 2 of the important hedgerows plan, reference H042
District of West Lindsey	Removal of part of approximately 470.92m of hedgerow within the area identified by an orange line on sheet 2 of the important hedgerows plan, reference H046
District of West Lindsey	Removal of part of approximately 769.5m of hedgerow within the area identified by an orange line on sheet 2 of the important hedgerows plan, reference H047
District of West Lindsey	Removal of part of approximately 682.54m of hedgerow within the area identified by an orange line on sheet 2 of the important hedgerows plan, reference H050
District of West Lindsey	Removal of part of approximately 966.17m of hedgerow within the area identified by an orange line on sheet 3 of the important hedgerows plan, reference H049
District of West Lindsey	Removal of part of approximately 217.88m of hedgerow within the area identified by an orange line on sheet 3 of the important hedgerows plan, reference H052
District of West Lindsey	Removal of part of approximately 246.6m of hedgerow within the area identified by an orange line on sheet 3 of the important hedgerows plan, reference H054
District of West Lindsey	Removal of part of approximately 485.54m of hedgerow within the area identified by an orange line on sheet 3 of the important hedgerows plan, reference H055
District of West Lindsey	Removal of part of approximately 421.62m of hedgerow within the area identified by an orange line on sheet 3 of the important hedgerows plan, reference H056
District of West Lindsey	Removal of part of approximately 605.76m of hedgerow within the area identified by an orange line on sheet 3 of the important hedgerows plan, reference H057

District of West Lindsey	Removal of part of approximately 595.84m of hedgerow within the area identified by an orange line on sheet 3 of the important hedgerows plan, reference H058
District of West Lindsey	Removal of part of approximately 441.77m of hedgerow within the area identified by an orange line on sheet 3 of the important hedgerows plan, reference H059
District of West Lindsey	Removal of part of approximately 699.23m of hedgerow within the area identified by an orange line on sheet 4 of the important hedgerows plan, reference H059
District of West Lindsey	Removal of part of approximately 540.25m of hedgerow within the area identified by an orange line on sheet 4 of the important hedgerows plan, reference H060
District of West Lindsey	Removal of part of approximately 501.6m of hedgerow within the area identified by an orange line on sheet 4 of the important hedgerows plan, reference H062
District of West Lindsey	Removal of part of approximately 244.21m of hedgerow within the area identified by an orange line on sheet 4 of the important hedgerows plan, reference H064
District of West Lindsey	Removal of part of approximately 249.47m of hedgerow within the area identified by an orange line on sheet 4 of the important hedgerows plan, reference H065
District of West Lindsey	Removal of part of approximately 50.4m of hedgerow within the area identified by an orange line on sheet 4 of the important hedgerows plan, reference H068
District of West Lindsey	Removal of part of approximately 50.65m of hedgerow within the area identified by an orange line on sheet 4 of the important hedgerows plan, reference H069
District of West Lindsey	Removal of part of approximately 219.83m of hedgerow within the area identified by an orange line on sheet 4 of the important hedgerows plan, reference H071
District of West Lindsey	Removal of part of approximately 69.43m of hedgerow within the area identified by an orange line on sheet 4 of the important hedgerows plan, reference H072
District of West Lindsey	Removal of part of approximately 29.52m of hedgerow within the area identified by an orange line on sheet 4 of the important hedgerows plan, reference H073
District of West Lindsey	Removal of part of approximately 27.38m of hedgerow within the area identified by an orange line on sheet 4 of the important hedgerows plan, reference H074a
District of West Lindsey	Removal of part of approximately 117.5m of hedgerow within the area identified by an orange line on sheet 4 of the important hedgerows plan, reference H189

District of West Lindsey	Removal of part of approximately 127.57m of hedgerow within the area identified by an orange line on sheet 4 of the important hedgerows plan, reference H077
District of West Lindsey	Removal of part of approximately 497.88m of hedgerow within the area identified by an orange line on sheet 4 of the important hedgerows plan, reference H060
District of West Lindsey	Removal of part of approximately 784.65m of hedgerow within the area identified by an orange line on sheet 5 of the important hedgerows plan, reference H090
District of West Lindsey	Removal of part of approximately 474.93m of hedgerow within the area identified by an orange line on sheet 5 of the important hedgerows plan, reference H091
District of West Lindsey	Removal of part of approximately 178.7m of hedgerow within the area identified by an orange line on sheet 5 of the important hedgerows plan, reference H092
District of West Lindsey	Removal of part of approximately 392.68m of hedgerow within the area identified by an orange line on sheet 5 of the important hedgerows plan, reference H093
District of West Lindsey	Removal of part of approximately 350.64m of hedgerow within the area identified by an orange line on sheet 5 of the important hedgerows plan, reference H094
District of West Lindsey	Removal of part of approximately 615.76m of hedgerow within the area identified by an orange line on sheet 5 of the important hedgerows plan, reference H100
District of West Lindsey	Removal of part of approximately 789.77m of hedgerow within the area identified by an orange line on sheet 5 of the important hedgerows plan, reference H103
District of West Lindsey	Removal of part of approximately 466.12m of hedgerow within the area identified by an orange line on sheet 5 of the important hedgerows plan, reference H106
District of West Lindsey	Removal of part of approximately 281.19m of hedgerow within the area identified by an orange line on sheet 5 of the important hedgerows plan, reference H107
District of West Lindsey	Removal of part of approximately 372.83m of hedgerow within the area identified by an orange line on sheet 5 of the important hedgerows plan, reference H108
District of West Lindsey	Removal of part of approximately 452.95m of hedgerow within the area identified by an orange line on sheet 5 of the important hedgerows plan, reference H109
District of West Lindsey	Removal of part of approximately 306.42m of hedgerow within the area identified by an orange line on sheet 5 of the important hedgerows plan, reference H110

District of West Lindsey	Removal of part of approximately 408.17m of hedgerow within the area identified by an orange line on sheet 6 of the important hedgerows plan, reference H081
District of West Lindsey	Removal of part of approximately 506.92m of hedgerow within the area identified by an orange line on sheet 6 of the important hedgerows plan, reference H087
District of West Lindsey	Removal of part of approximately 420.97m of hedgerow within the area identified by an orange line on sheet 6 of the important hedgerows plan, reference H088
District of West Lindsey	Removal of part of approximately 729.88m of hedgerow within the area identified by an orange line on sheet 6 of the important hedgerows plan, reference H089
District of West Lindsey	Removal of part of approximately 450.56m of hedgerow within the area identified by an orange line on sheet 6 of the important hedgerows plan, reference H111
District of West Lindsey	Removal of part of approximately 379.15m of hedgerow within the area identified by an orange line on sheet 6 of the important hedgerows plan, reference H112
District of West Lindsey	Removal of part of approximately 192.79m of hedgerow within the area identified by an orange line on sheet 6 of the important hedgerows plan, reference H113a
District of West Lindsey	Removal of part of approximately 583.78m of hedgerow within the area identified by an orange line on sheet 6 of the important hedgerows plan, reference H114
District of West Lindsey	Removal of part of approximately 794.9m of hedgerow within the area identified by an orange line on sheet 6 of the important hedgerows plan, reference H115
District of West Lindsey	Removal of part of approximately 518.64m of hedgerow within the area identified by an orange line on sheet 6 of the important hedgerows plan, reference H118
District of West Lindsey	Removal of part of approximately 282.82m of hedgerow within the area identified by an orange line on sheet 6 of the important hedgerows plan, reference H120
District of West Lindsey	Removal of part of approximately 1109.22m of hedgerow within the area identified by an orange line on sheet 6 of the important hedgerows plan, reference H128
District of West Lindsey	Removal of part of approximately 133.57m of hedgerow within the area identified by an orange line on sheet 6 of the important hedgerows plan, reference H113b
District of West Lindsey	Removal of part of approximately 248.89m of hedgerow within the area identified by an orange line on sheet 6 of the important hedgerows plan, reference H121

District of West Lindsey	Removal of part of approximately 114.62m of hedgerow within the area identified by an orange line on sheet 6 of the important hedgerows plan, reference H119
District of West Lindsey	Removal of part of approximately 29.85m of hedgerow within the area identified by an orange line on sheet 6 of the important hedgerows plan, reference H119
District of West Lindsey	Removal of part of approximately 408.24m of hedgerow within the area identified by an orange line on sheet 7 of the important hedgerows plan, reference H129
District of West Lindsey	Removal of part of approximately 523.74m of hedgerow within the area identified by an orange line on sheet 7 of the important hedgerows plan, reference H130
District of West Lindsey	Removal of part of approximately 490.53m of hedgerow within the area identified by an orange line on sheet 7 of the important hedgerows plan, reference H131
District of West Lindsey	Removal of part of approximately 148.65m of hedgerow within the area identified by an orange line on sheet 7 of the important hedgerows plan, reference H133
District of West Lindsey	Removal of part of approximately 171.25m of hedgerow within the area identified by an orange line on sheet 7 of the important hedgerows plan, reference H134
District of West Lindsey	Removal of part of approximately 374.71m of hedgerow within the area identified by an orange line on sheet 7 of the important hedgerows plan, reference H135
District of West Lindsey	Removal of part of approximately 71.35m of hedgerow within the area identified by an orange line on sheet 7 of the important hedgerows plan, reference H136
District of West Lindsey	Removal of part of approximately 50.74m of hedgerow within the area identified by an orange line on sheet 7 of the important hedgerows plan, reference H137
District of West Lindsey	Removal of part of approximately 168.02m of hedgerow within the area identified by an orange line on sheet 7 of the important hedgerows plan, reference H139
District of West Lindsey	Removal of part of approximately 356.56m of hedgerow within the area identified by an orange line on sheet 7 of the important hedgerows plan, reference H144
District of Bassetlaw	Removal of part of approximately 117.22m of hedgerow within the area identified by an orange line on sheet 7 of the important hedgerows plan, reference H146
District of Bassetlaw	Removal of part of approximately 204.54m of hedgerow within the area identified by an orange line on sheet 7 of the important hedgerows plan, reference H150

District of Bassetlaw	Removal of part of approximately 113.72m of hedgerow within the area identified by an orange line on sheet 8 of the important hedgerows plan, reference H152
District of Bassetlaw	Removal of part of approximately 321.13m of hedgerow within the area identified by an orange line on sheet 8 of the important hedgerows plan, reference H154
District of Bassetlaw	Removal of part of approximately 273.73m of hedgerow within the area identified by an orange line on sheet 8 of the important hedgerows plan, reference H157
District of Bassetlaw	Removal of part of approximately 29.73m of hedgerow within the area identified by an orange line on sheet 8 of the important hedgerows plan, reference H160
District of Bassetlaw	Removal of part of approximately 288.41m of hedgerow within the area identified by an orange line on sheet 8 of the important hedgerows plan, reference H165
District of Bassetlaw	Removal of part of approximately 50.67m of hedgerow within the area identified by an orange line on sheet 9 of the important hedgerows plan, reference H169
District of Bassetlaw	Removal of part of approximately 54.62m of hedgerow within the area identified by an orange line on sheet 9 of the important hedgerows plan, reference H171
District of Bassetlaw	Removal of part of approximately 79.43m of hedgerow within the area identified by an orange line on sheet 9 of the important hedgerows plan, reference H172
District of Bassetlaw	Removal of part of approximately 486.9m of hedgerow within the area identified by an orange line on sheet 9 of the important hedgerows plan, reference H173
District of Bassetlaw	Removal of part of approximately 99.29m of hedgerow within the area identified by an orange line on sheet 9 of the important hedgerows plan, reference H174
District of Bassetlaw	Removal of part of approximately 61.85m of hedgerow within the area identified by an orange line on sheet 9 of the important hedgerows plan, reference H175
District of Bassetlaw	Removal of part of approximately 129.68m of hedgerow within the area identified by an orange line on sheet 9 of the important hedgerows plan, reference H176
District of Bassetlaw	Removal of part of approximately 50.82m of hedgerow within the area identified by an orange line on sheet 10 of the important hedgerows plan, reference H177
District of Bassetlaw	Removal of part of approximately 68.89m of hedgerow within the area identified by an orange line on sheet 10 of the important hedgerows plan, reference H178

District of Bassetlaw	Removal of part of approximately 67.07m of hedgerow within the area identified by an orange line on sheet 10 of the important hedgerows plan, reference H179
District of Bassetlaw	Removal of part of approximately 56.23m of hedgerow within the area identified by an orange line on sheet 10 of the important hedgerows plan, reference H180
District of Bassetlaw	Removal of part of approximately 79.38m of hedgerow within the area identified by an orange line on sheet 10 of the important hedgerows plan, reference H181
District of Bassetlaw	Removal of part of approximately 93.44m of hedgerow within the area identified by an orange line on sheet 10 of the important hedgerows plan, reference H182
District of Bassetlaw	Removal of part of approximately 50.63m of hedgerow within the area identified by an orange line on sheet 10 of the important hedgerows plan, reference H183
District of Bassetlaw	Removal of part of approximately 351.68m of hedgerow within the area identified by an orange line on sheet 10 of the important hedgerows plan, reference H186
District of Bassetlaw	Removal of part of approximately 50.05m of hedgerow within the area identified by an orange line on sheet 10 of the important hedgerows plan, reference H188
District of Bassetlaw	Removal of part of approximately 191.74m of hedgerow within the area identified by an orange line on sheet 10 of the important hedgerows plan, reference H185

SCHEDULE13

Article 40

DOCUMENTS AND PLANS TO BE CERTIFIED

PART 1

DOCUMENTS AND PLANS

(1) <i>Document name</i>	(2) <i>Document reference</i>	(3) <i>Revision number</i>	(4) <i>Date</i>
Access plan	EN010132/EX5/WB2.5	C	April 2024
Book of reference	EN010132/EX4/WB4.3	E	February 2024
Concept design parameters and principles	EN010132/EX5/WB7.13	D	April 2024
Crown land plan	EN010132/APP/WB2.10	A	August 2023
Environmental statement	EN010132/APP/WB6.1	1	March 2023
Important hedgerows plan	EN010132/EX4/WB2.9	B	February 2024
Land plan	EN010132/EX6/WB2.2	D	April 2024
Outline battery storage safety management plan	EN010132/EX6/WB7.9	B	April 2024
Outline construction environmental management plan	EN010132/EX6/WB7.1	D	April 2024
Outline construction traffic management plan	EN010132/EX4/WB6.14.2	E	May 2024
Outline decommissioning statement	EN010132/EX6/WB7.2	B	April 2024
Outline drainage strategy	EN010132/APP/WB6.3.10.1	1	March 2023
Outline ecological protection and mitigation strategy	EN010132/APP/WB7.17	1	March 2023
Outline landscape and ecological management plan	EN010132/EX6/WB7.3	E	April 2024
Outline operational environmental management plan	EN010132/EX5/WB7.14	D	April 2024
Outline public rights of way management plan	EN010132/EX5/WB6.3.14.3	E	April 2024
Outline skills, supply chain and employment plan	EN010132/EX6/WB7.10	B	April 2024

Outline soil management plan	EN010132/EX3/WB6.3.19.2	A	January 2024
Public rights of way plan	EN010132/EX4/WB2.4	C	February 2024
Streets plan	EN010132/EX5/WB2.11	D	April 2024
West Burton Power Station plan	EN010132/EX6/WB8.2.11	1	April 2024
Works plan	EN010132/EX5/WB2.3	E	April 2024
Without prejudice written scheme of investigation	EN010132/EX5/WB.8.2.9	A	April 2024

PART 2

SUBSTITUTE AND SUPPLEMENTARY DOCUMENTS

<i>(1) Originating Document</i>	<i>(2) Replacement or supplementary part</i>	<i>(3) Document reference</i>	<i>(4) Date</i>	<i>(5) Examination library reference</i>
Environmental Statement	Chapter 7: Climate Change	EX1/WB6.2.7_A	November 2023	[REP1-012]
Environmental Statement	Chapter 23: Summary of Significant Effects	EX3/WB6.2.23_B	January 2024	[REP3-010]
Environmental Statement	Appendix 5.1: Site Selection Assessment	WB6.3.5.1_A	May 2023	[AS-004]
Environmental Statement	Appendix 9.7: Great Crested Newt Survey Report	EX1/WB6.3.9.7_A	November 2023	[REP1-020]
Environmental Statement	Appendix 14.1: Transport Assessment	EX4/WB6.3.14.1_C	February 2024	[REP4-036]
Environmental Statement	Non-Technical Summary	EX6/WB6.5_B	April 2024	[REP6-011]
Environmental Statement	Interrelationship with Other National Infrastructure Projects	EX6/WB8.1.9_D	April 2024	[REP6-015]
Environmental Statement	Technical Note on Cumulative Effects of Additional Schemes	EX4/WB8.2.5_B	May 2024	[TBC]
Environmental Statement	Technical Note on Horizontal Directional Drilling and	EX4/WB8.2.8	February 2024	[REP4-074]

	Cabling under the River Trent			
Environmental Statement	ES Addendum 13.1: Archaeological Trial Trenching Evaluation Fieldwork Report for the Shared Cable Corridor	EX4/WB8.4.13.1	February 2024	[REP4-076]
Environmental Statement	ES Addendum: Air Quality Impact Assessment of BESS Fire	EX3/WB8.4.17.1	January 2024	[REP3-040]
Environmental Statement	ES Addendum 21.1: Human Health and Wellbeing Effects	EX4/WB8.4.21.1	February 2024	[REP4-077]
Environmental Statement	ES Addendum 23.1: Cumulative Effects	EX5/WB8.4.23.1	April 2024	[REP5-015]

ARBITRATION RULES

Commencing an arbitration

1. The arbitration is deemed to have commenced when a party (“the claimant”) serves a written notice of arbitration on the other party (“the respondent”).

Time periods

2.—(1) All time periods in these arbitration rules are measured in days and include weekends, but not bank or public holidays.

(2) Time periods are calculated from the day after the arbitrator is appointed which is either—

- (a) the date the arbitrator notifies the parties in writing of his/her acceptance of an appointment by agreement of the parties; or
- (b) the date the arbitrator is appointed by the Secretary of State.

Timetable

3.—(1) The timetable for the arbitration is that which is set out in sub-paragraphs (2) to (4) below unless amended in accordance with paragraph 5(3).

(2) Within 14 days of the arbitrator being appointed, the claimant must provide both the respondent and the arbitrator with—

- (a) a written statement of claim which describes the nature of the difference between the parties, the legal and factual issues, the claimant’s contentions as to those issues, the amount of its claim or the remedy it is seeking;
- (b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports.

(3) Within 14 days of receipt of the claimant’s statements under sub-paragraph (2) by the arbitrator and respondent, the respondent must provide the claimant and the arbitrator with—

- (a) a written statement of defence consisting of a response to the claimant’s statement of claim, its statement in respect of the nature of the difference, the legal and factual issues in the claimant’s claim, its acceptance of any elements of the claimant’s claim and its contentions as to those elements of the claimant’s claim it does not accept;
- (b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports;
- (c) any objection it wishes to make to the claimant’s statements, comments on the claimant’s expert reports (if submitted by the claimant) and explanations of the objections.

(4) Within seven days of the respondent serving its statements under sub-paragraph (3), the claimant may make a statement of reply by providing both the respondent and the arbitrator with—

- (a) a written statement responding to the respondent’s submissions, including its reply in respect of the nature of the difference, the issues (both factual and legal) and its contentions in relation to the issues;
- (b) all statements of evidence and copies of documents in response to the respondent’s submissions;
- (c) any expert report in response to the respondent’s submissions;
- (d) any objections to the statements of evidence, expert reports or other documents submitted by the respondent; and
- (e) its written submissions in response to the legal and factual issues involved.

Procedure

4.—(1) The parties' pleadings, witness statements and expert reports (if any) must be concise. A single pleading must not exceed 30 single-sided A4 pages using 10pt Arial font.

(2) The arbitrator will make an award on the substantive differences based solely on the written material submitted by the parties unless the arbitrator decides that a hearing is necessary to explain or resolve any matters.

(3) Either party may, within two days of delivery of the last submission, request a hearing giving specific reasons why it considers a hearing is required.

(4) Within seven days of receiving the last submission, the arbitrator must notify the parties whether a hearing is to be held and the length of that hearing.

(5) Within ten days of the arbitrator advising the parties that a hearing is to be held, the date and venue for the hearing are to be fixed by agreement with the parties, save that if there is no agreement the arbitrator must direct a date and venue which the arbitrator considers is fair and reasonable in all the circumstances. The date for the hearing must not be less than 35 days from the date of the arbitrator's direction confirming the date and venue of the hearing.

(6) A decision must be made by the arbitrator on whether there is any need for expert evidence to be submitted orally at the hearing. If oral expert evidence is required by the arbitrator, then any experts attending the hearing may be asked questions by the arbitrator.

(7) There is to be no examination or cross-examination of experts, but the arbitrator must invite the parties to ask questions of the experts by way of clarification of any answers given by the experts in response to the arbitrator's questions. Prior to the hearing in relation to the experts—

- (a) at least 28 days before a hearing, the arbitrator must provide a list of issues to be addressed by the experts;
- (b) if more than one expert is called, they will jointly confer and produce a joint report or reports within 14 days of the issues being provided; and
- (c) the form and content of a joint report must be as directed by the arbitrator and must be provided at least seven days before the hearing.

(8) Within 14 days of a hearing or a decision by the arbitrator that no hearing is to be held the parties may by way of exchange provide the arbitrator with a final submission in connection with the matters in dispute and any submissions on costs. The arbitrator must take these submissions into account in the award.

(9) The arbitrator may make other directions or rulings as considered appropriate in order to ensure that the parties comply with the timetable and procedures to achieve an award on the substantive difference within four months of the date on which the arbitrator is appointed, unless both parties otherwise agree to an extension to the date for the award.

(10) If a party fails to comply with the timetable, procedure or any other direction then the arbitrator may continue in the absence of a party or submission or document, and may make a decision on the information before the arbitrator attaching the appropriate weight to any evidence submitted beyond any timetable or in breach of any procedure or direction.

(11) The arbitrator's award must include reasons. The parties must accept that the extent to which reasons are given must be proportionate to the issues in dispute and the time available to the arbitrator to deliver the award.

Arbitrator's powers

5.—(1) The arbitrator has all the powers of the Arbitration Act 1996, save where modified in this Schedule.

(2) There must be no discovery or disclosure, except that the arbitrator is to have the power to order the parties to produce such documents as are reasonably requested by another party no later than the statement of reply, or by the arbitrator, where the documents are manifestly relevant, specifically identified and the burden of production is not excessive. Any application and orders should be made by way of a Redfern Schedule without any hearing.

(3) Any time limits fixed in accordance with this procedure or by the arbitrator may be varied by agreement between the parties, subject to any such variation being acceptable to and approved by the arbitrator. In the absence of agreement, the arbitrator may vary the timescales or procedure—

- (a) if the arbitrator is satisfied that a variation of any fixed time limit is reasonably necessary to avoid a breach of the rules of natural justice and then;
- (b) only for such a period that is necessary to achieve fairness between the parties.

(4) On the date the award is made, the arbitrator will notify the parties that the award is completed, signed and dated, and that it will be issued to the parties on receipt of cleared funds for the arbitrator's fees and expenses.

Costs

6.—(1) The costs of the arbitration must include the fees and expenses of the arbitrator, the reasonable fees and expenses of any experts and the reasonable legal and other costs incurred by the parties for the arbitration.

(2) Where the difference involves connected or interrelated issues, the arbitrator must consider the relevant costs collectively.

(3) The final award must fix the costs of the arbitration and decide which of the parties are to bear them or in what proportion they are to be borne by the parties.

(4) The arbitrator must award recoverable costs on the general principle that each party should bear its own costs, having regard to all material circumstances, including such matters as exaggerated claims or defences, the degree of success for different elements of the claims, claims that have incurred substantial costs, the conduct of the parties and the degree of success of a party.

Confidentiality

7.—(1) Hearings in this arbitration are to take place in private.

(2) Materials, documents, awards, expert reports and any matters relating to the arbitration are confidential and must not be disclosed to any third party without prior written consent of the other party, save for any application to the courts or where disclosure is required under any legislative or regulatory requirement.

PROTECTIVE PROVISIONS

PART 1

FOR THE PROTECTION OF ELECTRICITY, GAS, WATER AND SEWERAGE UNDERTAKERS

1. For the protection of the utility undertakers referred to in this Part of this Schedule (save for any utility undertakers which are specifically protected by any other Part of this Schedule, which will take precedence), the following provisions have effect, unless otherwise agreed in writing between the undertaker and the utility undertakers concerned.

2. In this Part of this Schedule—

“alternative apparatus” means alternative apparatus adequate to enable the utility undertaker in question to fulfil its statutory functions in a manner not less efficient than previously;

“apparatus” means—

- (a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the 1989 Act), belonging to or maintained by that utility undertaker;
- (b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply;
- (c) in the case of a water undertaker—
 - (i) mains, pipes or other apparatus belonging to or maintained by that utility undertaker for the purposes of water supply; and
 - (ii) any water mains or service pipes (or part of a water main or service pipe) that is the subject of an agreement to adopt made under section 51A of the Water Industry Act 1991;
- (d) in the case of a sewerage undertaker—
 - (i) any drain or works vested in the utility undertaker under the Water Industry Act 1991(a); and
 - (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of that Act or an agreement to adopt made under section 104 of that Act,

and includes a sludge main, disposal main (within the meaning of section 219 of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works, and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus; and

- (e) any other mains, pipelines or cables that are not the subject of the protective provisions in Parts 2 to 19 of this Schedule;

“functions” includes powers and duties;

“in”, in a context referring to apparatus or alternative apparatus in land, includes a reference to apparatus or alternative apparatus under, over or upon land; and

“utility undertaker” means—

- (a) any licence holder within the meaning of Part 1 of the 1989 Act;
- (b) a gas transporter within the meaning of Part 1 of the Gas Act 1986(b);
- (c) water undertaker within the meaning of the Water Industry Act 1991;

(a) 1991 c. 56.

(b) 1986 c. 44. A new section 7 was substituted by section 5 of the Gas Act 1995 (c. 45), and was further amended by section 76 of the Utilities Act 2000 (c. 27).

- (d) a sewerage undertaker within the meaning of Part 1 of the Water Industry Act 1991; and
 - (e) an owner or operator of apparatus within paragraph (e) of the definition of that term,
- for the area of the authorised development, and in relation to any apparatus, means the utility undertaker to whom it belongs or by whom it is maintained.

3. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the utility undertaker are regulated by the provisions of Part 3 of the 1991 Act.

4. Regardless of the temporary prohibition or restriction of use of streets under the powers conferred by article 11 (temporary prohibition or restriction of use of streets and public rights of way), a utility undertaker is at liberty at all times to take all necessary access across any such street and to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the prohibition or restriction was in that street.

5. Regardless of any provision in this Order or anything shown on the land plan, the undertaker must not acquire any apparatus otherwise than by agreement.

6.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or over which access to any apparatus is enjoyed or requires that the utility undertaker's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of a utility undertaker to maintain that apparatus in that land and to gain access to it must not be extinguished, until alternative apparatus has been constructed and is in operation, and access to it has been provided, to the reasonable satisfaction of the utility undertaker in question in accordance with sub-paragraphs (2) to (7).

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to the utility undertaker in question written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order a utility undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the utility undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the utility undertaker in question must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between the utility undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 42 (arbitration).

(5) The utility undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 42 (arbitration), and after the grant to the utility undertaker of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the utility undertaker in question that it desires itself to execute any work, or part of any work, in connection with the construction or removal of apparatus in any land controlled by the undertaker, that work, instead of being executed by the utility undertaker, must be executed by the undertaker

without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the utility undertaker.

(7) Nothing in sub-paragraph (6) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 300 millimetres of the apparatus.

7.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to a utility undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and the utility undertaker in question or in default of agreement settled by arbitration in accordance with article 42 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the utility undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that utility undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

8.—(1) Not less than 28 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 6(2), the undertaker must submit to the utility undertaker in question a plan, section and description of the works to be executed.

(2) Those works must be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the utility undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the utility undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by a utility undertaker under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If a utility undertaker in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 7 apply as if the removal of the apparatus had been required by the undertaker under paragraph 6(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan, section and description.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to the utility undertaker in question notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

9.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to a utility undertaker the reasonable expenses incurred by that utility undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 6(2).

(2) There is to be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 42 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the utility undertaker in question by virtue of sub-paragraph (1) is to be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus where such extension is required in consequence of the execution of any such works as are referred to in paragraph 6(2); and

(b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to a utility undertaker in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the utility undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

10.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any of the works referred to in paragraph 6(2), any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of a utility undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any utility undertaker, the undertaker must—

(a) bear and pay the cost reasonably incurred by that utility undertaker in making good such damage or restoring the supply; and

(b) make reasonable compensation to that utility undertaker for any other expenses, loss, damages, penalty or costs incurred by the utility undertaker,

by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of a utility undertaker, its officers, servants, contractors or agents.

(3) A utility undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

11. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and a utility undertaking in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

PART 2
FOR THE PROTECTION OF OPERATORS OF ELECTRONIC
COMMUNICATIONS CODE NETWORKS

12. For the protection of any operator, the following provisions have effect, unless otherwise agreed in writing between the undertaker and the operator.

13. In this Part of this Schedule—

“the 2003 Act” means the Communications Act 2003(a);

“electronic communications apparatus” has the same meaning as in the electronic communications code;

“electronic communications code” has the same meaning as in section 106 (application of the electronic communications code) of the 2003 Act;

“electronic communications code network” means—

(a) so much of an electronic communications network or conduit system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 of the 2003 Act; and

(b) an electronic communications network which the Secretary of State is providing or proposing to provide;

“electronic communications code operator” means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act; and

“operator” means the operator of an electronic communications code network.

14. The exercise of the powers of article 31 (statutory undertakers) is subject to Part 10 (undertakers’ works affecting electronic communications apparatus) of the electronic communications code.

15.—(1) Subject to sub-paragraphs (2) to (4), if as the result of the authorised development or its construction, or of any subsidence resulting from any of those works—

(a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works), or other property of an operator; or

(b) there is any interruption in the supply of the service provided by an operator,

the undertaker must bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and make reasonable compensation to that operator for any other expenses, loss, damages, penalty or costs incurred by it, by reason, or in consequence of, any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an operator, its officers, servants, contractors or agents.

(3) The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand is to be made without the consent of the undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) Any difference arising between the undertaker and the operator under this Part of this Schedule must be referred to and settled by arbitration under article 42 (arbitration).

16. This Part of this Schedule does not apply to—

(a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act; or

(a) 2003 c. 21.

- (b) any damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised development.

17. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and an operator in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

PART 3

FOR THE PROTECTION OF NATIONAL GRID ELECTRICITY TRANSMISSION PLC AS ELECTRICITY UNDERTAKER

Application

18.—(1) For the protection of National Grid as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing, between the undertaker and National Grid.

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Grid, where the benefit of this Order is transferred or granted to another person under article 35 (consent to transfer the benefit of the Order)—

- (a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between National Grid and the transferee or grantee (as the case may be); and
- (b) written notice of the transfer or grant must be given to National Grid on or before the date of that transfer or grant.

(3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to National Grid (but without prejudice to paragraph 28(3)(b)).

Interpretation

19. In this Part of this Schedule—

“acceptable credit provider” means a bank or financial institution with a credit rating that is not lower than: (i) “A-” if the rating is assigned by Standard & Poor’s Ratings Group or Fitch Ratings; and “A3” if the rating is assigned by Moody’s Investors Services Inc.;

“acceptable insurance” means general third party liability insurance effected and maintained by the undertaker with a combined property damage and bodily injury limit of indemnity of not less than £50,000,000.00 (fifty million pounds) per occurrence or series of occurrences arising out of one event. Such insurance shall be maintained (a) during the construction period of the authorised works; and (b) after the construction period of the authorised works in respect of any maintenance works to the authorised development by or on behalf of the undertaker which constitute specified works and arranged with an insurer whose security/credit rating meets the same requirements as an “acceptable credit provider”, such insurance shall include (without limitation)—

- (a) a waiver of subrogation and an indemnity to principal clause in favour of National Grid;
- (b) pollution liability for third party property damage and third party bodily damage arising from any pollution/contamination event with a (sub)limit of indemnity of not less than £10,000,000.00 (ten million pounds) per occurrence or series of occurrences arising out of one event or £20,000,000.00 (twenty million pounds) in aggregate;

“acceptable security” means either—

- (a) a parent company guarantee from a parent company in favour of National Grid to cover the undertaker’s liability to National Grid to a total liability cap of £50,000,000.00 (fifty million pounds) (in a form reasonably satisfactory to National Grid and where required by National Grid, accompanied with a legal opinion confirming the due capacity and

authorisation of the parent company to enter into and be bound by the terms of such guarantee); or

- (b) a bank bond or letter of credit from an acceptable credit provider in favour of National Grid to cover the undertaker's liability to National Grid for an amount of not less than £10,000,000.00 (ten million pounds) per asset per event up to a total liability cap of £50,000,000.00 (fifty million pounds) (in a form reasonably satisfactory to National Grid);

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of National Grid to enable National Grid to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means any electric lines or electrical plant as defined in the 1989 Act, belonging to or maintained by National Grid together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Grid for the purposes of transmission, distribution or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised works” has the same meaning as given to the term “authorised development” in article 2 of this Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Part of this Schedule;

“commence” and “commencement” in this Part of this Schedule will include any below ground surveys, monitoring, ground work operations or the receipt and erection of construction plant and equipment;

“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by National Grid (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, must require the undertaker to submit for National Grid's approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“incentive deduction” means any incentive deduction National Grid receives under its electricity transmission licence which is caused by an event on its transmission system that causes electricity not to be supplied to a demand customer and which arises as a result of the authorised works;

“maintain” and “maintenance” will include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid: construct, use, repair, alter, inspect, renew or remove the apparatus;

“National Grid” means National Grid Electricity Transmission Plc (company number 2366977) whose registered office is at 1-3 Strand, London, WC2N 5EH or any successor as a licence holder within the meaning of Part 1 of the 1989 Act;

“NGESO” is as defined in the STC;

“parent company” means a parent company of the undertaker acceptable to and which shall have been approved by National Grid acting reasonably;

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary to properly and sufficiently describe and assess the works to be executed;

“specified works” means any of the authorised works or activities undertaken in association with the authorised development which—

- (a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 24 or otherwise; or
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 24 or otherwise; or
- (c) includes any of the activities that are referred to in development near overhead lines EN43-8 and HSE’s guidance note 6 “Avoidance of Danger from Overhead Lines”;

“STC” means the System Operator Transmission Owner Code prepared by the electricity transmission owners and NGEN as modified from time to time;

“STC claims” means any claim made under the STC against National Grid arising out of or in connection with the de-energisation (whereby no electricity can flow to or from the relevant system through the generator or interconnector’s equipment) of a generator or interconnector party solely as a result of the de-energisation of plant and apparatus forming part of National Grid’s transmission system which arises as a result of the authorised works; and

“transmission owner” is as defined in the STC.

On street apparatus

20. Except for paragraph 21 (apparatus of National Grid in streets subject to temporary prohibition or restriction of use), paragraph 26 (retained apparatus: protection of National Grid as electricity undertaker), paragraph 27 (expenses), and paragraph 28 (indemnity) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of National Grid, the provisions of this Part of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Grid are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of National Grid in streets subject to temporary prohibition or restriction of use and public rights of way

21.—(1) Notwithstanding the temporary prohibition or restriction of use or diversion of a street or public right of way under the powers of article 11 (temporary prohibition or restriction of use of streets and public rights of way), National Grid is at liberty at all times to take all necessary access across any such street or public right of way and to execute and do all such works and things in, upon or under any such street or public right of way as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the prohibition or restriction of use or diversion was in that street or public right of way.

Protective works to buildings

22. The undertaker, in the case of the powers conferred by article 18 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of National Grid.

Acquisition of land

23.—(1) Regardless of any provision in this Order or anything shown on the land plan or contained in the book of reference to the Order, the undertaker may not appropriate or acquire or take temporary possession of any land or apparatus or appropriate, acquire, extinguish, interfere

with or override any easement, other interest or right or apparatus of National Grid otherwise than by agreement.

(2) As a condition of an agreement between the parties in sub-paragraph 23(1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between National Grid and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of National Grid or affect the provisions of any enactment or agreement regulating the relations between National Grid and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as National Grid reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Grid and the undertaker acting reasonably and which must be no less favourable on the whole to National Grid unless otherwise agreed by National Grid, and it will be the responsibility of the undertaker to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) The undertaker and National Grid agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Grid or other enactments relied upon by National Grid as of right or other use in relation to the apparatus, then the provisions in this Part of this Schedule will prevail.

(4) Any agreement or consent granted by National Grid under paragraph 26 or any other paragraph of this Part of this Schedule, will not be taken to constitute agreement under paragraph 23(1).

Removal of apparatus

24.—(1) If, in the exercise of the powers conferred by the Order, the undertaker acquires any interest in or possesses temporarily any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of National Grid to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Grid in accordance with sub-paragraphs (2) to (5).

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to National Grid advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), secure any necessary consents for the alternative apparatus and afford to National Grid to its satisfaction (taking into account paragraph 25(1) below) the necessary facilities and rights—

- (a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and
- (b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Grid may in its sole discretion, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances to assist the undertaker to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation will not extend to the requirement for National Grid to use its compulsory purchase powers to this end unless it elects to do so.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between National Grid and the undertaker.

(5) National Grid must, after the alternative apparatus to be provided or constructed has been agreed, and subject to a written diversion agreement having been entered into between the parties and the grant to National Grid of any such facilities and rights as are referred to in sub-paragraphs (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

25.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for National Grid facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and National Grid and must be no less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Grid.

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed (in National Grid's opinion, acting reasonably), the terms and conditions to which those facilities and rights are subject may be referred to arbitration in accordance with paragraph 32 of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to National Grid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of National Grid as electricity undertaker

26.—(1) Not less than 56 days before the commencement of any specified works, the undertaker must submit to National Grid a plan of the works to be executed and seek from National Grid details of the underground extent of their electricity assets.

(2) The plan to be submitted to National Grid under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;
- (f) any intended maintenance regimes;
- (g) an assessment of risks of rise of earth issues; and
- (h) a ground monitoring scheme, where required.

(3) In relation to any works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an electricity tower or between any two or more electricity towers, the plan to be submitted under sub-paragraph (1) must, in addition to the matters set out in sub-paragraph (2), include a method statement describing—

- (a) details of any cable trench design including route, dimensions, clearance to pylon foundations;
- (b) demonstration that pylon foundations will not be affected prior to, during and post construction;

- (c) details of load bearing capacities of trenches;
 - (d) details of any cable installation methodology including access arrangements, jointing bays and backfill methodology;
 - (e) a written management plan for high voltage hazard during construction and ongoing maintenance of any cable route;
 - (f) written details of the operations and maintenance regime for any cable, including frequency and method of access;
 - (g) assessment of earth rise potential if reasonably required by National Grid’s engineers; and
 - (h) evidence that trench bearing capacity is to be designed to support overhead line construction traffic of up to and including 26 tonnes in weight.
- (4) The undertaker must not commence any works to which sub-paragraphs (2) or (3) apply until National Grid has given written approval of the plan so submitted.
- (5) Any approval of National Grid required under sub-paragraph (4)—
- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (6) or (8); and
 - (b) must not be unreasonably withheld.
- (6) In relation to any work to which sub-paragraphs (2) or (3) apply, National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing apparatus against interference or risk of damage or for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus.
- (7) Works executed under sub-paragraphs (2) or (3) must be executed in accordance with the plan, submitted under sub-paragraph (1) or, as relevant, sub-paragraph (6) as approved or as amended from time to time by agreement between the undertaker and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (6) or (8) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid will be entitled to watch and inspect the execution of those works.
- (8) Where National Grid requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Grid’s satisfaction prior to the commencement of any specified works for which protective works are required and National Grid must give notice of its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).
- (9) If National Grid in accordance with sub-paragraphs (6) or (8) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs (1) to (3) and (6) to (8) apply as if the removal of the apparatus had been required by the undertaker under paragraph 24(2).
- (10) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of any specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.
- (11) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid notice as soon as is reasonably practicable and a plan of those works and must comply with—
- (a) sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances; and
 - (b) sub-paragraph (12) at all times.
- (12) At all times when carrying out any works authorised under this Order, the undertaker must comply with National Grid’s policies for development near overhead lines EN43-8 and the Health and Safety Executive’s guidance note 6 “Avoidance of Danger from Overhead Lines”.

Expenses

27.—(1) Save where otherwise agreed in writing between National Grid and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to National Grid within 30 days of receipt of an itemised invoice or claim from National Grid all charges, costs and expenses reasonably anticipated within the following three months or reasonably or properly incurred by National Grid in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works as are referred to in this Part of this Schedule including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by National Grid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Grid as a consequence of National Grid—
 - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 24(3); or
 - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 32 to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Grid by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and

- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) Any amount which apart from this sub-paragraph would be payable to National Grid in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Grid any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

Indemnity

28.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by it) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of National Grid, or there is any interruption in any service provided, or in the supply of any goods, by National Grid, or National Grid becomes liable to pay any amount to any third party, the undertaker will—

- (a) bear and pay on demand accompanied by an invoice or claim from National Grid the cost reasonably and properly incurred by National Grid in making good such damage or restoring the supply; and
- (b) indemnify National Grid for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Grid, by reason or in consequence of any such damage or interruption or National Grid becoming liable to any third party and including STC claims or an incentive deduction other than arising from any negligence or default of National Grid.

(2) The fact that any act or thing may have been done by National Grid on behalf of the undertaker or in accordance with a plan approved by National Grid or in accordance with any requirement of National Grid or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph unless National Grid fails to carry out and execute the works properly with due care and attention and in a skilful and workmanlike manner or in a manner that does not accord with the approved plan or as otherwise agreed in writing between the undertaker and National Grid.

(3) Nothing in sub-paragraph (1) will impose any liability on the undertaker in respect of—

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of National Grid, its officers, servants, contractors or agents;
- (b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by National Grid as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the 2008 Act or article 35 (consent to transfer the benefit of the Order) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised works yet to be executed and not falling within this paragraph 28(3)(b) will be subject to the full terms of this Part of this Schedule including this paragraph 28; or
- (c) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable.

(4) National Grid must give the undertaker reasonable notice of any such third party claim or demand and no settlement, admission of liability or compromise must, unless payment is required

in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering its representations.

(5) National Grid must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

(6) National Grid must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within National Grid's reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of National Grid's control and if reasonably requested to do so by the undertaker National Grid must provide an explanation of how the claim has been minimised, where relevant.

(7) Not to commence construction (and not to permit the commencement of such construction) of the authorised works on any land owned by National Grid or in respect of which National Grid has an easement or wayleave for its apparatus or any other interest or to carry out any works within 15 metres of National Grid's apparatus until the following conditions are satisfied—

- (a) unless and until National Grid is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has first provided the acceptable security (and unless otherwise agreed with National Grid (acting reasonably) provided evidence that it shall maintain such acceptable security for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works) and National Grid has confirmed the same to the undertaker in writing; and
- (b) unless and until National Grid is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and unless otherwise agreed with National Grid (acting reasonably) provided evidence to National Grid that it shall maintain such acceptable insurance for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works) and National Grid has confirmed the same in writing to the undertaker.

(8) In the event that the undertaker fails to comply with paragraph (7), nothing in this Part of this Schedule will prevent National Grid from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

Enactments and agreements

29. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between National Grid and the undertaker, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and National Grid in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

30. —(1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or National Grid requires the removal of apparatus under paragraph 24(2) or National Grid makes requirements for the protection or alteration of apparatus under paragraph 26, the undertaker will use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised works and taking into account the need to ensure the safe and efficient operation of National Grid's undertaking and National Grid will use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever National Grid's consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker, it must not be unreasonably withheld or delayed.

Access

31. If in consequence of the agreement reached in accordance with paragraph 23 or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable National Grid to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

32. Save for differences or disputes arising under paragraphs 24(2), 24(4), 25(1), and 26, any difference or dispute arising between the undertaker and National Grid under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Grid, be determined by arbitration in accordance with article 42 (arbitration).

Notices

33. Notwithstanding article 44 (service of notices), any plans submitted to National Grid by the undertaker pursuant to paragraph 26 must be submitted using the LSBUD system (<https://lsbud.co.uk>) or to such other address as National Grid may from time to time appoint instead for that purpose and notify to the undertaker in writing.

PART 4

FOR THE PROTECTION OF NATIONAL GRID ELECTRICITY DISTRIBUTION (EAST MIDLANDS) PLC AS ELECTRICITY UNDERTAKER

Application

34. For the protection of National Grid Electricity Distribution (East Midlands) plc the following provisions, unless otherwise agreed in writing between the undertaker and National Grid Electricity Distribution (East Midlands) plc, have effect.

Interpretation

35. In this Part of this Schedule—

“alternative apparatus” means alternative apparatus adequate to enable NGED to fulfil its statutory functions in a manner not less efficient than previously and where the context requires includes any part of such alternative apparatus;

“alternative rights” means all and any necessary legal easements, leases, consents, or permissions required by NGED in order to permit or authorise a diversion and to permit or authorise NGED to lay, keep, operate, maintain, adjust, repair, alter, relay, renew, supplement, inspect, examine, test and remove the alternative apparatus;

“apparatus” means electric lines or electrical plant as defined in the 1989 Act^(a), belonging to or maintained by NGED;

“diversion” means an alteration to the NGED Network in order to enable or facilitate the authorised development;

“functions” includes powers and duties;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land;

“NGED” means National Grid Electricity Distribution (East Midlands) plc (company number 02366923) whose registered office is at Avonbank, Feeder Road, Bristol, BS2 0TB;

(a) 1989 c. 29. The definition of “electrical plant” (in section 64) was amended by paragraphs 24 and 38(1) and (3) of Schedule 6 to the Utilities Act 2000 (c.27).

“NGED Network” means NGED’s distribution network operated pursuant to its distribution licence issued pursuant to section 6 of the 1989 Act;

“plan” or “plans” includes all designs, drawings, specifications, method statements, programmes, calculations, risk assessments and other documents that are reasonably necessary to properly and sufficiently describe and assess the works to be executed; and

“specified work” means so much of any of the authorised development that is carried out within 6 metres of any apparatus.

Precedence of 1991 Act in respect of apparatus in streets

36. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and NGED are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

No acquisition except by agreement

37. Regardless of any provision in this Order or anything shown on the land plan, the undertaker must not acquire any apparatus otherwise than by agreement.

Removal of apparatus

38.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or requires that apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule and any right of NGED to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, alternative rights acquired or granted for the alternative apparatus and the alternative apparatus is in operation and access to it has been provided if necessary to the reasonable satisfaction of NGED in accordance with sub-paragraphs (2) to (10) or with such alternative or supplementary provisions as the undertaker and NGED may agree between them.

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to NGED written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed.

(3) If as a consequence of the exercise of any of the powers conferred by this Order NGED reasonably needs to remove or divert any of its apparatus and the removal of that apparatus has not been required by the undertaker under sub-paragraph (2) then NGED must give to the undertaker written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and this Part has effect as if the removal or diversion of such apparatus had been required by the undertaker under sub-paragraph (2).

(4) If as a consequence of the removal or diversion of apparatus under sub-paragraph (2) or (3) alternative apparatus is to be constructed in land owned or controlled by the undertaker then the undertaker must afford to NGED the necessary facilities, alternative rights and any necessary third party consent or approvals for the construction of alternative apparatus in the other land owned or controlled by the undertaker as reasonably required by NGED.

(5) If the undertaker or NGED requires to remove or divert any apparatus placed within the Order land and alternative apparatus is to be constructed in land not owned or controlled by the undertaker as a consequence of the removal or diversion of apparatus then NGED shall use its reasonable endeavours to obtain alternative rights in the land in which the alternative apparatus is to be constructed.

(6) If alternative apparatus is to be constructed in land not owned or controlled by the undertaker and NGED is unable to obtain such alternative rights as are mentioned in sub-paragraph (5), the undertaker and NGED shall consider whether there is an alternative engineering solution that can achieve the diversion without the need for the use of compulsory powers. Should such an

alternative engineering solution not be practicable and deliverable in a reasonable timescale and at a reasonable cost (which shall be determined by the undertaker acting reasonably), NGED may but shall not be compelled to use the powers of compulsory acquisition set out in this Order or the 1989 Act to obtain the necessary facilities and rights in the land outside the Order limits in which the alternative apparatus is to be constructed in accordance with a timetable agreed between NGED and the undertaker.

(7) Any alternative apparatus required pursuant to sub-paragraphs (2) or (3) must be constructed in such manner and in such line or situation as may be agreed between NGED and the undertaker or in default of agreement settled in accordance with paragraph 43 (expert determination).

(8) NGED must, after the alternative apparatus to be provided or constructed has been agreed or settled in accordance with paragraph 43(2) (expert determination) and, after the acquisition by or grant to NGED of any such facilities and alternative rights as are referred to in sub-paragraphs (2) to (6), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required to be removed by the undertaker under the provisions of this Part of this Schedule.

(9) Regardless of anything in sub-paragraph (8), if the undertaker gives notice in writing to NGED that it desires itself to execute any work, or part of any work in connection with the construction or removal of apparatus in any land controlled by the undertaker, that work, instead of being executed by NGED, must be executed by the undertaker—

- (a) in accordance with plans and specifications and in such line or situation agreed between the undertaker and NGED, or, in default of agreement, determined in accordance with paragraph 43(2) (expert determination); and
- (b) without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of NGED.

(10) Nothing in sub-paragraph (9) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus or alternative apparatus, or execute any filling around the apparatus or alternative apparatus (where the apparatus or alternative apparatus is laid in a trench) within 600 millimetres of the point of connection or disconnection.

Facilities and rights for alternative apparatus

39.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to NGED facilities and alternative rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and alternative rights must be granted upon such terms and conditions as may be agreed between the undertaker and NGED or in default of agreement settled in accordance with paragraph 43(2) (expert determination).

(2) In settling those terms and conditions in respect of alternative apparatus to be constructed in the land of the undertaker, the expert must—

- (a) give effect to all reasonable requirements of the undertaker for ensuring the safety and efficient operation of the authorised development and for securing any subsequent alterations or adaptations of the alternative apparatus which may be required to prevent interference with any proposed works of the undertaker;
- (b) have regard to the terms and conditions, if any, applicable to the apparatus for which the alternative apparatus is to be substituted;
- (c) have regard to NGED's ability to fulfil its service obligations and comply with its licence conditions; and
- (d) have regard to the standard form rights NGED ordinarily secures for the type of alternative apparatus to be constructed in the circumstances similar to the authorised development.

(3) If the facilities and alternative rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and alternative rights are to be granted, are in the opinion of the expert less favourable on the whole to NGED

than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the expert must make such provision for the payment of compensation by the undertaker to NGED as appears to the expert to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus

40. —(1) Not less than 60 days before the undertaker intends to start the execution of any specified work where the removal of the apparatus in question has not been required under paragraph 38 (removal of apparatus), the undertaker shall submit to NGED a plan of the works to be executed. Any submission must note the time limits imposed on NGED under sub-paragraph (3).

(2) Subject to sub-paragraph (3) below the undertaker shall not commence any works to which sub-paragraph (1) applies until NGED has identified any reasonable requirements it has for the alteration or protection of the apparatus, or for securing access to it.

(3) If by the expiry of 60 days beginning with the date on which a plan under sub-paragraph (1) is submitted NGED has not advised the undertaker in writing of any reasonable requirements for the alteration or protection of the apparatus, or for securing access to it, it shall be deemed not to have any such requirements and the undertaker shall be at liberty to proceed with the works.

(4) The works referred to in sub-paragraph (1) must be executed only in accordance with the plan submitted under sub-paragraph (1) and in accordance with any reasonable requirements as may be notified in accordance with sub-paragraph (2) by NGED and NGED shall be entitled to watch and inspect the execution of those works.

(5) At all times when carrying out the authorised development the undertaker must comply with NGED's Avoidance of Danger from Electricity Overhead Lines and Underground Cables (2014), the Energy Network Association's A Guide to the Safe Use of Mechanical Plant in the Vicinity of Electricity Overhead Lines (undated), the Health and Safety Executive's GS6 Avoiding Danger from Overhead Power Lines, and the Health and Safety Executive's HSG47 Avoiding Danger from Underground Services (Third Edition) (2014) as the same may be replaced from time to time.

(6) If NGED, in accordance with sub-paragraph (2) and in consequence of the works proposed by the undertaker, reasonably requires the removal or diversion of any apparatus and gives written notice to the undertaker of that requirement, this Part of this Schedule applies as if the removal or diversion of the apparatus had been required by the undertaker under paragraph 38(3) (removal of apparatus).

(7) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 60 days before commencing the execution of any works, a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(8) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to NGED notice as soon as is reasonably practicable and a plan of those works as soon as reasonably practicable subsequently and must comply with any reasonable requirements stipulated by NGED under sub-paragraph (2) and with sub-paragraphs (4) and (5) in so far as is reasonably practicable in the circumstances. Nothing in this sub-paragraph prevents NGED from exercising its rights under sub-paragraph (6).

Expenses and costs

41. —(1) Subject to the following provisions of this paragraph, the undertaker must pay to NGED the proper and reasonable expenses incurred by NGED in, or in connection with, the inspection, removal, diversion, alteration or protection of any apparatus, the construction of any alternative apparatus and the acquisition or grant of alternative rights for the alternative apparatus, arising as a result of the powers conferred upon the undertaker pursuant to this Order.

(2) The value of any apparatus removed under the provisions of this Part of this Schedule must be deducted from any sum payable under sub-paragraph (1), that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule NGED requires that alternative apparatus of better type, of greater capacity, of greater dimensions or at a greater depth is necessary in substitution for existing apparatus which for NGED's network requirements is over and above what is necessary as a consequence of and for the purpose of the authorised development, NGED shall reduce the cost of such additional requirements from the amount payable by the undertaker pursuant to sub-paragraph (1).

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus where such extension is required in consequence of the authorised development; and
- (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to a utility undertaker in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the utility undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

42.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any specified work or any subsidence resulting from any of those works any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of NGED the undertaker is to—

- (a) bear and pay the cost reasonably incurred by NGED in making good such damage or restoring the supply; and
- (b) reimburse NGED for any other expenses, loss, damages, penalty or costs reasonably and properly incurred by NGED, by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of NGED, its officers, servants, contractors or agents.

(3) NGED must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) NGED must act reasonably in relation to any claim or demand served under sub-paragraph (1) and use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, claims, demands, proceedings and penalties to which a claim or demand under sub-paragraph (1) applies.

(5) NGED's liability to the undertaker for negligence or breach of contract in respect of each diversion shall be limited to the value of that diversion and NGED shall not otherwise be liable to the undertaker for any losses or costs incurred by the undertaker resulting from delays to the authorised development as a result of its failure to undertake works to deliver any alternative apparatus.

Expert determination

43.—(1) Article 42 (arbitration) shall apply to any difference as to the legal interpretation of this Part of this Schedule and as provided for in sub-paragraph (7).

(2) Save as provided for in sub-paragraph (1) or sub-paragraph (7) any difference under this Part of this Schedule must be referred to and settled by a single independent and suitable person who holds appropriate professional qualifications and is a member of a professional body relevant to the matter in dispute acting as an expert, such person to be agreed by the differing parties or, in the

absence of agreement, identified by the President of the Institution of Civil Engineers or the President of the Institution of RICS or the President of the Institution of Engineering and Technology (as relevant and agreed between NGED and the undertaker, both acting reasonably and without delay).

(3) All parties involved in settling any difference must use best endeavours to do so within 14 days from the date of a dispute first being notified in writing by one party to the other and in the absence of the difference being settled within that period the expert must be appointed within 21 days of the notification of the dispute.

(4) The costs and fees of the expert and the costs of NGED and the undertaker are payable by the parties in such proportions as the expert may determine. In the absence of such determination the costs and fees of the expert are payable equally by the parties who shall each bear their own costs.

(5) The expert must—

- (a) invite the parties to make submissions to the expert in writing and copied to the other party to be received by the expert within 14 days of the expert's appointment;
- (b) permit a party to comment on the submissions made by the other party within 7 days of receipt of the submission;
- (c) issue a decision within 14 days of receipt of the submissions under paragraph (b); and
- (d) give reasons for the decision.

(6) The expert must consider where relevant—

- (a) the development outcome sought by the undertaker;
- (b) the ability of the undertaker to achieve its outcome in a timely and cost-effective manner;
- (c) the nature of the power sought to be exercised by the undertaker;
- (d) the effectiveness, cost and reasonableness of proposals for mitigation arising from any party;
- (e) NGED's service obligations and licence conditions; and
- (f) any other important and relevant consideration.

(7) Any determination by the expert is final and binding, except in the case of manifest error in which case the difference that has been subject to expert determination may be referred to and settled by arbitration under article 42.

PART 5

FOR THE PROTECTION OF NORTHERN POWERGRID

44. The following provisions apply for the protection of Northern Powergrid unless otherwise agreed in writing between the undertaker and Northern Powergrid.

45. In this Part of this Schedule—

“alternative apparatus” means alternative apparatus adequate to enable Northern Powergrid to fulfil its statutory functions in a manner not less efficient than previously;

“apparatus” means electric lines or electrical plant (as defined in the 1989 Act),

belonging to or maintained by Northern Powergrid and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“authorised works” means so much of the works authorised by this Order which affect existing Northern Powergrid's apparatus within the Order limits;

“functions” includes powers and duties;

“in”, in a context referring to apparatus or alternative apparatus in land, includes a reference to apparatus or alternative apparatus under, over or upon land;

“Northern Powergrid” means Northern Powergrid (Yorkshire) PLC (Company Number 04112320) whose registered address is Lloyds Court, 78 Grey Street, Newcastle upon Tyne NE1 6AF; and

“plan” includes all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe the works to be executed and shall include measures proposed by the undertaker to ensure the grant of sufficient land or rights in land necessary to mitigate the impacts of the works on Northern Powergrid’s undertaking.

46. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and Northern Powergrid are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

47. Regardless of the temporary prohibition or restriction of use of streets under the powers conferred by article 11 (temporary prohibition or restriction of use of streets and public rights of way), Northern Powergrid is at liberty at all times to take all necessary access across any such street and to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the prohibition or restriction was in that street.

48. Regardless of any provision in this Order or anything shown on the land plan, or contained in the book of reference, the undertaker shall not acquire any apparatus, or override any easement or other interest of Northern Powergrid otherwise than by agreement with Northern Powergrid, such agreement not to be unreasonably withheld or delayed.

49. Regardless of any provision in the Order or anything shown on the land plan or contained in the book of reference, the undertaker shall not interfere with any communications cables or equipment used by Northern Powergrid in relation to its apparatus or acquire or interfere with rights or interest supporting the use, maintenance or renewal of such equipment other than by agreement of Northern Powergrid, such agreement not to be unreasonably withheld or delayed.

50.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or over which access to any apparatus is enjoyed or requires that Northern Powergrid’s apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of Northern Powergrid to maintain that apparatus in that land and to gain access to it must not be extinguished, until alternative apparatus has been constructed and is in operation, and access to it has been provided pursuant to a completed easement which shall include rights to retain and subsequently maintain the apparatus being replaced or diverted and any access rights to it for the lifetime of that alternative apparatus, all to the reasonable satisfaction of Northern Powergrid in accordance with sub-paragraphs (2) to (5).

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to Northern Powergrid 42 days’ advance written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order Northern Powergrid reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to Northern Powergrid the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, Northern Powergrid must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably practicable and at the cost of the undertaker (subject to prior approval by the undertaker of its estimate of costs of doing so) use reasonable endeavours to procure the necessary facilities and rights in the land in which the alternative apparatus is to be

constructed save that this obligation shall not extend to the requirement for Northern Powergrid to use its compulsory purchase powers to this end unless—

- (a) the undertaker has first used reasonable endeavours to acquire the relevant land, rights and/or interests and provided reasonable evidence of the same to Northern Powergrid in accordance with the measures set out in the plan (in default of agreement, the reasonableness of any such measures to be determined through arbitration under article 42 (arbitration)); and
- (b) the undertaker and Northern Powergrid agree (or in default of agreement, it is determined through arbitration under article 42 (arbitration)) that the promotion of compulsory purchase powers by the undertaker would be significantly more onerous than the exercise of Northern Powergrid's own compulsory powers.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between Northern Powergrid and the undertaker or in default of agreement settled by arbitration in accordance with article 42 (arbitration).

(5) Northern Powergrid must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 42 (arbitration), and after the grant to Northern Powergrid of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

51.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to Northern Powergrid facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Northern Powergrid or in default of agreement settled by arbitration in accordance with article 42 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to Northern Powergrid than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to Northern Powergrid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

52.—(1) Not less than 48 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to (including conducting any activities whether intentionally or unintentionally, through for example ground or machinery collapse, which may affect Northern Powergrid's apparatus or encroach on safety distances to live equipment) or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 50(5), the undertaker must submit to Northern Powergrid a plan, section and description of the works to be executed.

(2) Those works must be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by Northern Powergrid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Northern Powergrid is entitled to watch and inspect the execution of those works.

(3) Any requirements made by Northern Powergrid under sub-paragraph (2) must be made within a period of 42 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If Northern Powergrid in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 44 to 51 apply as if the removal of the apparatus had been required by the undertaker under paragraph (2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 35 days before commencing the execution of any works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan, section and description.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to Northern Powergrid notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

53.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to Northern Powergrid within 50 days of receipt of an itemised invoice or claim all reasonable and proper expenses costs or charges incurred by Northern Powergrid—

- (a) in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 50(2) including without limitation—
 - (i) any costs reasonably incurred or compensation properly paid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation in the event that it is agreed Northern Powergrid elects to use compulsory purchase powers to acquire any necessary rights under paragraph 50(3) all costs reasonably incurred as a result of such action;
 - (ii) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
 - (iii) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
 - (iv) the approval of plans;
 - (v) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
 - (vi) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule); and
- (b) in assessing and preparing a design for its apparatus to address and accommodate the proposals of the undertaker whether or not the undertaker proceeds to implement those proposals or alternative or none at all,

provided that if it so prefers Northern Powergrid may abandon apparatus that the undertaker does not seek to remove in accordance with paragraph 50(1) having first decommissioned such apparatus.

- (2) Where any payment falls due pursuant to this paragraph, Northern Powergrid must—
- (a) provide an itemised invoice or reasonable expenses claim to the undertaker;
 - (b) provide “reminder letters” to the undertaker for payment to be made within the 50 day term on the following days after the invoice or reasonable expenses claim was provided to the undertaker—
 - (i) 15 days, being “reminder letter 1”;
 - (ii) 29 days, being “reminder letter 2”;
 - (iii) 43 days, being “reminder letter 3”;
 - (c) provided that sub-paragraphs (a) and (b) have been complied with and the invoice or expenses have not been referred to arbitration pursuant to paragraph 56, be entitled to commence debt proceedings to recover any unpaid itemised invoice or reasonable expenses claim 51 days after receipt of the same by the undertaker where payment has not been made.

(3) There is to be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule, that value being calculated after removal and for the avoidance of doubt, if the apparatus removed under the provisions of this Part of this Schedule has nil value, no sum will be deducted from the amount payable under sub-paragraph (1) if in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was placed,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 42 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to Northern Powergrid by virtue of sub-paragraph (1) is to be reduced by the amount of that excess save where it is not possible on account of project time limits and/or supply issues to obtain the existing type of operations, capacity, dimensions or place at the existing depth in which case full costs shall be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus where such extension is required in consequence of the execution of any such works as are referred to in paragraph 50(2); and
- (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

54.—(1) Subject to sub-paragraphs (2) and (3) if by reason or in consequence of the construction of any of the works referred to in paragraph 50(2), or in consequence of the, maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by it) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Schedule or any subsidence resulting from any of these works any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of Northern Powergrid, or there is any interruption in any service provided by Northern Powergrid, or Northern Powergrid becomes liable to pay any amount to a third party as a consequence of any default, negligence or omission by the undertaker in carrying out the authorised works, the undertaker must—

- (a) bear and pay the cost reasonably incurred by Northern Powergrid in making good such damage or restoring the supply; and
- (b) indemnify Northern Powergrid for any other expenses, loss, damages, penalty, proceedings, claims or costs incurred by or recovered from Northern Powergrid,

by reason or in consequence of any such damage or interruption or Northern Powergrid becoming liable to any third party.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of Northern Powergrid, its officers, employees, servants, contractors or agents.

(3) Northern Powergrid must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) Northern Powergrid must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies. If requested to do so by the undertaker, Northern Powergrid must provide an explanation of how the claim has been minimised or details to substantiate any cost or compensation claimed pursuant to sub-paragraph (1). The undertaker shall only be liable under this paragraph for claims reasonably incurred by Northern Powergrid.

(5) Subject to sub-paragraphs (3) and (4), the fact that any act or thing may have been done by Northern Powergrid on behalf of the undertaker or in accordance with a plan approved by Northern Powergrid or in accordance with any requirement of Northern Powergrid as a consequence of the authorised development or under its supervision will not, unless sub-paragraph (2) applies, excuse the undertaker from liability under the provisions of this paragraph where the undertaker fails to carry out and execute the works properly with due care and attention and in a skilful and workmanlike manner or in a manner that does not materially accord with the approved plan or as otherwise agreed between the undertaker and Northern Powergrid.

55. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Northern Powergrid in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

56. Any difference under the provisions of this Part of this Schedule, unless otherwise agreed, is to be referred to and settled by arbitration in accordance with article 42 (arbitration).

57. Where in consequence of the proposed construction of any of the authorised development, the undertaker or Northern Powergrid requires the removal of apparatus under paragraph 50 or otherwise or Northern Powergrid makes requirements for the protection or alteration of apparatus under paragraph 52, the undertaker shall use its reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the need to ensure the safe and efficient operation of Northern Powergrid's undertaking taking into account the undertaker's desire for the efficient and economic execution of the authorised development and the undertaker and Northern Powergrid shall use reasonable endeavours to co-operate with each other for those purposes.

58. If in consequence of an agreement reached in accordance with paragraph 48 or the powers granted under this Order the access to any apparatus or alternative apparatus is materially obstructed, the undertaker shall provide such alternative means of access to such apparatus or alternative apparatus as will enable Northern Powergrid to maintain or use the said apparatus no less effectively than was possible before such obstruction.

59. The plans submitted to Northern Powergrid by the undertaker pursuant to this Part of the Schedule must be sent to Northern Powergrid at property@northernpowergrid.com or such other address as Northern Powergrid may from time to time appoint instead for that purpose and notify to the undertaker in writing.

60.—(1) Where practicable, the undertaker and Northern Powergrid will make reasonable efforts to liaise and cooperate in respect of information that is relevant to the safe and efficient construction, operation and maintenance of the authorised development.

(2) Liaison under sub-paragraph (1) shall be carried out where any works are—

- (a) within 15 metres of any above ground apparatus; or
- (b) to a depth of up to 4 metres below ground level under any apparatus.

PART 6

FOR THE PROTECTION OF CADENT GAS LIMITED AS GAS UNDERTAKER

Application

61. For the protection of Cadent the following provisions will, unless otherwise agreed in writing between the undertaker and Cadent, have effect.

Interpretation

62. In this Part of this Schedule—

“alternative apparatus” means appropriate alternative apparatus to the reasonable satisfaction of Cadent to enable Cadent to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means any gas mains, pipes, pressure governors, ventilators, cathodic protections (including transformed rectifiers and any associated groundbeds or cables), cables, marker posts, block valves, hydrogen above ground installations or other apparatus belonging to or maintained by Cadent for the purposes of Cadent’s undertaking together with any replacement apparatus and such other apparatus constructed pursuant to this Order that becomes operational apparatus of Cadent for the purposes of Cadent’s undertaking and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised works” has the same meaning as is given to the term “authorised development” in article 2 of this Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;

“Cadent” means Cadent Gas Limited and includes its successors in title or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986(a);

“Cadent’s undertaking” means the rights, duties and obligations of Cadent Gas Limited as a public gas transporter within the meaning of Section 7 of the Gas Act 1986 (as amended by the Gas Act 1995(b));

“commence” has the same meaning as in article 2 of this Order and “commencement” will be construed to have the same meaning save that for the purposes of this Part of this Schedule only the terms “commence” and “commencement” include operations for the purposes of intrusive archaeological investigations and intrusive investigations of the existing condition of the ground or of structures within 15 metres in any direction of Cadent’s apparatus;

“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by Cadent (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, must require the undertaker to submit for Cadent’s approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” will include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of Cadent including retain, lay, construct, inspect, maintain, protect, use, access, enlarge, replace, renew, remove, decommission or render unusable or remove the apparatus;

(a) 1989 c. 29.

(b) 1995 c. 45.

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary to properly and sufficiently describe and assess the works to be executed;

“rights” includes rights and restrictive covenants, and in relation to decommissioned apparatus the surrender of rights, release of liabilities and transfer of decommissioned apparatus; and

“specified works” means any of the authorised works or activities (including maintenance) undertaken in association with the authorised works which—

- (a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 67(2) or otherwise;
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 67(2) or otherwise; and
- (c) include any of the activities that are referred to in CD/SP/SSW/22 (Cadent’s policies for safe working in the vicinity of Cadent’s Assets).

On street apparatus

63.—(1) Except for—

- (a) paragraph 64 (apparatus of Cadent in stopped up streets);
- (b) paragraph 67 (removal of apparatus) insofar as sub-paragraph (2) applies;
- (c) paragraph 68 (facilities and rights for alternative apparatus) insofar as sub-paragraph (2) applies;
- (d) paragraph 69 (retained apparatus: protection of Cadent);
- (e) paragraph 70 (expenses); and
- (f) paragraph 71 (indemnity),

of this Part of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of Cadent, the other provisions of this Part of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and Cadent are regulated by the provisions of Part 3 of the 1991 Act.

(2) Paragraphs 67 and 68 of this Part of this Schedule will apply to diversions even where the diversion is carried out under the 1991 Act, in circumstances where any apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within existing adopted public highway.

(3) Notwithstanding article 11 (temporary prohibition or restriction of use of streets and public rights of way), or any other powers in the Order generally, section 85 of the 1991 Act in relation to cost sharing and the regulations made thereunder will not apply in relation to any diversion of apparatus of Cadent under the 1991 Act.

Apparatus of Cadent in stopped up streets

64.—(1) Notwithstanding the temporary prohibition, diversion or restriction of use of any highway under the powers of article 11 (temporary prohibition or restriction of use of streets and public rights of way), Cadent will be at liberty at all times to take all necessary access across any such restricted or prohibited highway or to execute and do all such works and things in, upon or under any such highway as it would have been entitled to do immediately before such temporary prohibition, diversion or restriction in respect of any apparatus which at the time of the prohibition, diversion or restriction was in that highway.

(2) The Protective Provisions in this Part of this Schedule apply and take precedence over article 32 (apparatus and rights of statutory undertakers in stopped up streets) which shall not apply to Cadent.

Protective works to buildings

65.—(1) The undertaker, in the case of the powers conferred by article 18 (protective works to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of Cadent and, if by reason of the exercise of those powers any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of Cadent or any interruption in the supply of gas by Cadent, as the case may be, is caused, the undertaker must bear and pay on demand the cost reasonably incurred by Cadent in making good such damage or restoring the supply; and, subject to sub-paragraph (2), will—

- (a) pay compensation to Cadent for any loss sustained by it; and
- (b) indemnify Cadent against all claims, demands proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by Cadent, by reason of any such damage or interruption.

(2) Nothing in this paragraph imposes any liability on the undertaker with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or default of Cadent or its contractors or workers; and Cadent will give to the undertaker reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made by Cadent, save in respect of any payment required under a statutory compensation scheme, without first consulting the undertaker and giving the undertaker an opportunity to make representations as to the claim or demand.

Acquisition of land

66.—(1) Regardless of any provision in this Order or anything shown on the land plan or contained in the book of reference to the Order, the undertaker may not appropriate or acquire any land interest or appropriate, acquire, extinguish, interfere with or override any easement, other interest or right or apparatus of Cadent otherwise than by agreement.

(2) As a condition of agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between Cadent and the undertaker) that are subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of Cadent or affect the provisions of any enactment or agreement regulating the relations between Cadent and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as Cadent reasonably requires enter into such deeds of consent and variations upon such terms and conditions as may be agreed between Cadent and the undertaker acting reasonably and which must be no less favourable on the whole to Cadent unless otherwise agreed by Cadent and the undertaker must use reasonable endeavours to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) The undertaker and Cadent agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation or removal of apparatus including but not limited to the payment of costs and expenses relating to such relocation or removal of apparatus and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by Cadent or other enactments relied upon by Cadent as of right or other use in relation to the apparatus, then the provisions in this Part of this Schedule will prevail.

(4) Any agreement or consent granted by Cadent under paragraph 69 or any other paragraph of this Part of this Schedule, will not be taken to constitute agreement under sub-paragraph (1).

(5) As a condition of an agreement between the parties in sub-paragraph (1) that involves decommissioned apparatus being left in situ in land owned by the undertaker, the undertaker must accept a surrender of any existing easement or other interest of Cadent in such decommissioned apparatus and consequently acquire title to such decommissioned apparatus and release Cadent from all liabilities in respect of such decommissioned apparatus from the date of such surrender but excluding any liabilities that exist prior to the date of such surrender.

(6) Where the undertaker acquires the freehold of any land which is subject to any Cadent right or interest (including, without limitation, easements and agreements relating to rights or other interests) and the provisions of paragraph 68 do not apply, the undertaker must—

- (a) retain any notice of Cadent’s easement, right or other interest on the title to the relevant land when registering the undertaker’s title to such acquired land; and
- (b) (where no such notice of Cadent’s easement, right or other interest exists in relation to such acquired land or any such notice is registered only on the Land Charges Register) include (with its application to register title to the undertaker’s interest in such acquired land at the Land Registry) a notice of Cadent’s easement, right or other interest in relation to such acquired land.

Removal of apparatus

67.—(1) If, in the exercise of any agreement reached in accordance with paragraph 66, or in any other authorised manner, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be decommissioned or removed under this Part of this Schedule and any right of Cadent to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, is in operation, and the rights and facilities referred to in subparagraph (2) have been provided, to the satisfaction of Cadent and in accordance with subparagraphs (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to Cadent advance written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order Cadent reasonably needs to move or remove any of its apparatus) the undertaker must afford to Cadent to its satisfaction (taking into account paragraph 69(1)) the necessary facilities and rights—

- (a) for the construction of alternative apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus);
- (b) subsequently for the maintenance of that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus); and
- (c) to allow access to that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus).

(3) If the undertaker is unable to afford such facilities and rights as are mentioned in subparagraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, Cadent may, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to assist the undertaker in obtaining the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation will not extend to the requirement for Cadent to use its compulsory purchase powers to this end unless it (in its absolute discretion) elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between Cadent and the undertaker.

(5) Cadent must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to Cadent of such facilities and rights as are referred to in subparagraph (2) or (3) have been afforded to Cadent to its satisfaction, then proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to decommission or remove any apparatus required by the undertaker to be decommissioned or removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

68.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for Cadent facilities and rights in land for the access to, or construction and maintenance of, alternative apparatus in substitution for apparatus to be decommissioned or removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Cadent and must be no less favourable on the whole to Cadent than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed unless otherwise agreed by Cadent.

(2) If the facilities and rights to be afforded by the undertaker and agreed with Cadent under sub-paragraph (1) in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to Cadent than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed (in Cadent's opinion, acting reasonably), then the terms and conditions to which those facilities and rights are subject in the matter will be referred to arbitration in accordance with paragraph 75 (arbitration) of this Part of this Schedule and the arbitrator will make such provision for the payment of compensation by the undertaker to Cadent as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of Cadent

69.—(1) Not less than 56 days (or such time period as may be agreed in writing between Cadent and the undertaker) before the commencement of any specified works the undertaker must submit to Cadent a plan and, if reasonably required by Cadent, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to Cadent under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant etc.;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and
- (f) any intended maintenance regimes.

(3) The undertaker must not commence any specified works until Cadent has given written approval of the plan so submitted (and the ground monitoring scheme if required).

(4) Any approval of Cadent required under sub-paragraph (3)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (5) or (7); and
- (b) must not be unreasonably withheld or delayed.

(5) In relation to any specified works to which sub-paragraph (1) applies, Cadent may require such modifications to be made to the plan as may be reasonably necessary for the purpose of securing apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraphs (1) and (2) or, as relevant, sub-paragraph (4), as approved or as amended from time to time by agreement between the undertaker and Cadent, and in accordance with all conditions imposed under sub-paragraph (4)(a), and Cadent will be entitled to watch and inspect the execution of those works.

(7) Where Cadent requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be

carried out to Cadent's satisfaction prior to the commencement of any specified works (or any relevant part thereof) for which protective works are required prior to commencement.

(8) If Cadent, in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, sub-paragraphs (1) to (3) and (6) to (8) apply as if the removal of the apparatus had been required by the undertaker under paragraph 67(2) provided that such written notice must be given by Cadent to the undertaker no later than as part of the approval of a plan submitted pursuant to sub-paragraph (1).

(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(10) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to Cadent notice as soon as is reasonably practicable and a plan of those works and must comply with—

- (a) the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances; and
- (b) sub-paragraph (11) at all times.

(11) At all times when carrying out any works authorised under the Order the undertaker must comply with Cadent's policies for safe working in proximity to gas apparatus "CD/SP/SSW/22 (Cadent's policies for safe working in the vicinity of Cadent's Assets)" and HSE's "HS(~G)47 Avoiding Danger from underground services".

(12) As soon as reasonably practicable after any ground subsidence event attributable to the authorised works the undertaker must implement an appropriate ground mitigation scheme save that Cadent retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 70.

Expenses

70.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to Cadent on demand, all charges, costs and expenses reasonably anticipated or incurred by Cadent in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works as are referred to in this Part of this Schedule including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by Cadent in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs (including professional fees) incurred by Cadent as a consequence of Cadent—
 - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 67(3) if it elects to do so; or
 - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting Cadent;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;

- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule;
- (g) any watching brief pursuant to paragraph 69(6).

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 75 to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to Cadent by virtue of sub-paragraph (1) will be reduced by the amount of that excess, save where it is not possible or appropriate in the circumstances (including due to statutory or regulatory changes) to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to Cadent in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on Cadent any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

Indemnity

71.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part of this Schedule (including without limitation relocation, diversion, decommissioning, construction and maintenance of apparatus or alternative apparatus) or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by it) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of Cadent, or there is any interruption in any service provided, or in the supply of any goods, by Cadent, or Cadent becomes liable to pay any amount to any third party, the undertaker will—

- (a) bear and pay on demand accompanied by an invoice or claim from Cadent, the cost reasonably incurred by Cadent in making good such damage or restoring the supply; and

(b) indemnify Cadent for any other expenses, loss, demands, proceedings, damages, claims, penalty, or costs incurred by or recovered from Cadent, by reason or in consequence of any such damage or interruption or Cadent becoming liable to any third party as aforesaid other than arising from any negligence or default of Cadent.

(2) The fact that any act or thing may have been done by Cadent on behalf of the undertaker or in accordance with a plan approved by Cadent or in accordance with any requirement of Cadent or under its supervision including under any watching brief will not (unless sub-paragraph (3) applies) excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless Cadent fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan or in a manner as may otherwise be agreed between the undertaker and Cadent.

(3) Nothing in sub-paragraph (1) will impose any liability on the undertaker in respect of—

(a) any damage or interruption to the extent that it is attributable to the neglect or default of Cadent, its officers, servants, contractors or agents; and

(b) any authorised works or any other works authorised by this Part of this Schedule carried out by Cadent as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the 2008 Act or article 35 (consent to transfer the benefit of the Order) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised works yet to be executed and not falling within this paragraph (b) will be subject to the full terms of this Part of this Schedule including this paragraph in respect of such new apparatus.

(4) Cadent must give the undertaker reasonable notice of any such third party claim or demand and no settlement or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering its representations.

Enactments and agreements

72. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule, or by agreement in writing between Cadent and the undertaker, nothing in this Part of this Schedule will affect the provisions of any enactment or agreement regulating the relations between the undertaker and Cadent in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

73. —(1) Where in consequence of the proposed construction of any of the authorised works, the undertaker or Cadent requires the removal of apparatus under paragraph 67(2)) or Cadent makes requirements for the protection or alteration of apparatus under paragraph 69, the undertaker will use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised works and taking into account the need to ensure the safe and efficient operation of Cadent’s undertaking and Cadent will use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever Cadent’s consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker, Cadent’s consent must not be unreasonably withheld or delayed.

Access

74. If in consequence of any agreement reached in accordance with paragraph 66(1) or the powers granted under this Order the access to any apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus) is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable Cadent to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

75. Save for differences or disputes arising under paragraphs 67(2), 67(4), 68(1) and paragraph 69, any difference or dispute arising between the undertaker and Cadent under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and Cadent, be determined by arbitration in accordance with article 42 (arbitration) and in settling any difference or dispute, the arbitrator must have regard to the requirements of Cadent for ensuring the safety, economic and efficient operation of Cadent's apparatus.

Notices

76. The plans submitted to Cadent by the undertaker pursuant to paragraph 69(1) must be sent to Cadent Gas Limited Plant Protection by e-mail to plantprotection@cadentgas.com copied by e-mail to landservices@cadentgas.com and sent to the General Counsel Department at Cadent's registered office or such other address as Cadent may from time to time appoint instead for that purpose and notify to the undertaker in writing.

PART 7

FOR THE PROTECTION OF ANGLIAN WATER SERVICES LIMITED

Application

77. The following provisions have effect for the protection of Anglian Water unless otherwise agreed in writing between the undertaker and Anglian Water.

Interpretation

78. In this Part of this Schedule—

“alternative apparatus” means alternative apparatus adequate to enable Anglian Water to fulfil its statutory functions in no less efficient a manner than previously;

“Anglian Water” means Anglian Water Services Limited;

“apparatus” means—

- (a) works, mains, pipes or other apparatus belonging to or maintained by Anglian Water for the purposes of water supply and sewerage;
- (b) any drain or works vested in Anglian Water under the Water Industry Act 1991(a);
- (c) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of the Water Industry Act 1991 or an agreement to adopt made under section 104 of that Act;
- (d) any drainage system constructed for the purpose of reducing the volume of surface water entering any public sewer belonging to Anglian Water; and
- (e) includes a sludge main, disposal main or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works (within the meaning of section 219 of the Water Industry Act 1991), and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus,

and for the purpose of this definition, where words are defined by section 219 of that Act, they shall be taken to have the same meaning;

“functions” includes powers and duties;

“in”, in a context referring to apparatus or alternative apparatus in land, includes a reference to apparatus or alternative apparatus under, over or upon land; and

(a) 1991 c. 57.

“plan” includes all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe the works to be executed.

On street apparatus

79. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and Anglian Water are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus in stopped up streets

80.—(1) Where any street or public right of way is subject to temporary prohibition or restriction of use under article 11 (temporary prohibition or restriction of use of streets and public rights of way), where Anglian Water has apparatus in the street or accessed by virtue of that street, it has the same powers and rights in respect of that apparatus as it enjoyed immediately before the prohibition or restriction of use and the undertaker must grant to Anglian Water legal easements reasonably satisfactory to Anglian Water in respect of such apparatus and access to it, but nothing in this paragraph affects any right of the undertaker or of Anglian Water to require the removal of that apparatus under paragraph 83 or the power of the undertaker to carry out works under paragraph 85.

(2) Regardless of the temporary prohibition or restriction of use or diversion of any highway under the powers conferred by article 11 (temporary prohibition or restriction of use of streets and public rights of way), Anglian Water is at liberty at all times to take all necessary access across any such stopped up highway and to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the prohibition or restriction of use or diversion was in that highway.

Protective works to buildings

81. The undertaker, in the case of the powers conferred by article 18 (protective works to buildings), must not exercise those powers so as to obstruct or render less convenient the access to any apparatus without the written consent of Anglian Water (such consent not to be unreasonably withheld or delayed).

Acquisition of land

82. Regardless of any provision in this Order or anything shown on the land plan, the undertaker must not acquire any apparatus otherwise than by agreement.

Removal of apparatus

83.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or requires that Anglian Water’s apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of Anglian Water to maintain that apparatus in that land must not be extinguished, until

- (a) alternative apparatus has been constructed and is in operation to the reasonable satisfaction of Anglian Water in accordance with sub-paragraphs (2) to (8); and
- (b) facilities and rights have been secured for that alternative apparatus in accordance with paragraph 84.

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to Anglian Water 28 days’ written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order an undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to Anglian Water the necessary facilities and

rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed Anglian Water must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its best endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between Anglian Water and the undertaker or in default of agreement settled by arbitration in accordance with article 42 (arbitration).

(5) Anglian Water must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 42, and after the grant to Anglian Water of any such facilities and rights as are referred to in sub-paragraphs (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if Anglian Water gives notice in writing to the undertaker that it desires the undertaker to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker or to the extent that Anglian Water fails to proceed with that work in accordance with sub-paragraph (5) or the undertaker and Anglian Water otherwise agree, that work, instead of being executed by Anglian Water, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of Anglian Water.

(7) If Anglian Water fails either reasonably to approve, or to provide reasons for its failure to approve along with an indication of what would be required to make acceptable, any proposed details relating to required removal works under sub-paragraph (2) within 28 days of receiving a notice of the required works from the undertaker, then such details are deemed to have been approved. For the avoidance of doubt, any such “deemed consent” does not extend to the actual undertaking of the removal works, which shall remain the sole responsibility of Anglian Water or its contractors.

(8) Whenever alternative apparatus is to be or is being substituted for existing apparatus, the undertaker shall, before taking or requiring any further step in such substitution works, use best endeavours to comply with Anglian Water’s reasonable requests for a reasonable period of time to enable Anglian Water to—

- (a) make network contingency arrangements; or
- (b) bring such matters as it may consider reasonably necessary to the attention of end users of the utility in question.

Facilities and rights for alternative apparatus

84.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to a utility undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights are to be granted upon such terms and conditions as may be agreed between the undertaker and Anglian Water or in default of agreement settled by arbitration in accordance with article 42 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to Anglian Water than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision

for the payment of compensation by the undertaker to Anglian Water as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

(3) Such facilities and rights as are set out in this paragraph are deemed to include any statutory permits granted to the undertaker in respect of the apparatus in question, whether under The Environmental Permitting (England and Wales) Regulations 2010(a) or other legislation.

Retained apparatus

85.—(1) Not less than 28 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus (or any means of access to it) the removal of which has not been required by the undertaker under paragraph 83(2), the undertaker must submit to Anglian Water a plan of the works to be executed.

(2) Those works must be executed only in accordance with the plan submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by Anglian Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Anglian Water is entitled to watch and inspect the execution of those works.

(3) Any requirements made by Anglian Water under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan under sub-paragraph (1) is submitted to it.

(4) If Anglian Water in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 77 to 79 and 82 to 84 apply as if the removal of the apparatus had been required by the undertaker under paragraph 83(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case must give to Anglian Water notice as soon as is reasonably practicable and a plan of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (3) in so far as is reasonably practicable in the circumstances, using its reasonable endeavours to keep the impact of those emergency works on Anglian Water's apparatus, on the operation of its water and sewerage network and on end-users of the services Anglian Water provides to a minimum.

(7) For the purposes of sub-paragraph (1) and without prejudice to the generality of the principles set out in that sub-paragraph, works are deemed to be in land near Anglian Water's apparatus (where it is a pipe) if those works fall within the following distances measured from the medial line of such apparatus—

- (a) 4 metres where the diameter of the pipe is less than 250 millimetres;
- (b) 5 metres where the diameter of the pipe is between 250 and 400 millimetres, and
- (c) a distance to be agreed on a case by case basis and before the submission of the Plan under sub-paragraph (1) is submitted where the diameter of the pipe exceeds 400 millimetres.

Expenses and costs

86.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to Anglian Water all expenses reasonably incurred by Anglian Water in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in this Part of this Schedule.

(a) S.I. 2010/675.

(2) There must be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated, and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 42 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to Anglian Water by virtue of sub-paragraph (1) must be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

87.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraphs 81 or 83(2), or by reason of any subsidence resulting from such development or works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the undertaker must—

- (a) bear and pay the cost reasonably incurred by Anglian Water in making good such damage or restoring the supply; and
- (b) make reasonable compensation to Anglian Water for any other expenses, loss, damages, penalty or costs incurred by Anglian Water,

by reason or in consequence of any such damage or interruption.

(2) The fact that any act or thing may have been done by Anglian Water on behalf of the undertaker or in accordance with a plan approved by Anglian Water or in accordance with any requirement of Anglian Water or under its supervision does not, subject to sub-paragraph (3), excuse the undertaker from liability under the provisions of sub-paragraph (1) unless Anglian Water fails to carry out and execute the works properly with due care and attention and in a skilful and professional like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the unlawful or unreasonable act, neglect or default of Anglian Water, its officers, servants, contractors or agents.

(4) Anglian Water must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made, without the consent of the undertaker (such consent not to be unreasonably withheld or delayed) who, if withholding such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(5) Anglian Water must use its reasonable endeavours to mitigate in whole or in part and to minimise any claims, demands, proceedings, costs, damages, expenses or loss to which this paragraph applies.

Cooperation

88. Where in consequence of the proposed construction of any of the authorised development, the undertaker or Anglian Water requires the removal of apparatus under paragraph 83(2) or Anglian Water makes requirements for the protection or alteration of apparatus under paragraph 85, the undertaker must use all reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Anglian Water's undertaking, using existing processes where requested by Anglian Water, provided it is appropriate to do so, and Anglian Water must use all reasonable endeavours to co-operate with the undertaker for that purpose.

89. Where the undertaker identifies any apparatus which may belong to or be maintainable by Anglian Water but which does not appear on any statutory map kept for the purpose by Anglian Water, it shall inform Anglian Water of the existence and location of the apparatus as soon as reasonably practicable.

90. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Anglian Water in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

91. The undertaker and Anglian Water may by written agreement substitute any period of time for those periods set out in this Part of this Schedule.

PART 8

FOR THE PROTECTION OF INTERNAL DRAINAGE BOARDS

92. The provisions of this Part have effect for the protection of the Board unless otherwise agreed in writing between the undertaker and the Board.

93. In this Part—

“construction” includes execution, placing, altering, replacing, relaying and removal; and “construct” and “constructed” must be construed accordingly.

“the Board” means Scunthorpe and Gainsborough Internal Drainage Board, Upper Witham Internal Drainage Board or Trent Valley Internal Drainage Board (as applicable);

“drainage work” means any ordinary watercourse and includes any land that provides or is expected to provide flood storage capacity for any ordinary watercourse and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage or flood defence;

“Internal Drainage District” has the meaning given in the Land Drainage Act 1991(a);

“ordinary watercourse” has the meaning given in section 72 (Interpretation) of the Land Drainage Act 1991;

“plans” includes sections, drawings, specifications and method statements;

“evidence” includes hydraulic modelling, infiltration test results and geotechnical evaluations; and

“specified work” means so much of any work or operation authorised by this Order as is in, on, under, over or within 9 metres of a drainage work within the Board's Internal Drainage District or is otherwise likely to—

- (a) affect any drainage work within the Board's Internal Drainage District;
- (b) affect the total volume or volumetric rate of flow of water in or flowing to or from any drainage work within the Board's Internal Drainage District;

(a) 1991 c. 59.

- (c) affect the flow of water in any drainage work within the Board's Internal Drainage District;
or
- (d) affect the conservation, distribution or use of water resources.

94.—(1) Before beginning to construct any specified work, the undertaker must submit to the Board plans of the specified work, evidence to support said plans and any such further particulars available to it as the Board may within 28 days of the submission of the plans reasonably require (or submission of further particulars if required by the Board).

(2) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the Board or determined under paragraph 101.

(3) Any approval of the Board required under this paragraph—

- (a) must not be unreasonably withheld or delayed;
- (b) is deemed to have been given if it is neither given nor refused within 2 months of the submission of the plans for approval (or the submission of further particulars if applicable) or, in the case of a refusal, if it is not accompanied by a statement of the grounds of refusal; and
- (c) may be given subject to such reasonable requirements and conditions as the Board may consider appropriate.

(4) The Board must use its reasonable endeavours to respond to the submission of any plans before the expiration of the period mentioned in sub-paragraph (3).

95. Without limiting paragraph 94, the requirements which the Board may make under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, whether temporary or permanent, during the construction of the specified work (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

- (a) to safeguard any drainage work against damage; or
- (b) to secure that its efficiency for flood defence purposes is not impaired and that the risk of flooding is not otherwise increased, by reason of any specified work.

96.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the Board under paragraph 94, must be constructed—

- (a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part; and
- (b) to the reasonable satisfaction of the Board, and an officer of the Board is entitled to give such notice as may be reasonably required in the circumstances to watch and inspect the construction of such works.

(2) The undertaker must give to the Board—

- (a) not less than 14 days' notice in writing of its intention to commence construction of any specified work; and
- (b) notice in writing of its completion not later than 7 days after the date on which it is brought into use.

(3) If the Board reasonably requires, the undertaker must construct all or part of the protective works so that they are in place before the construction of the specified work.

(4) If any part of a specified work or any protective work required by the Board is constructed otherwise than in accordance with the requirements of this Part, the Board may by notice in writing require the undertaker at the undertaker's expense to comply with the requirements of this Part or (if the undertaker so elects and the Board in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to such extent and within such limits as the Board reasonably requires.

(5) Subject to sub-paragraph (6), if within a reasonable period, being not less than 28 days from the date when a notice under sub-paragraph (4) is served on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and subsequently to make reasonably expeditious progress towards their implementation, the Board may execute the works specified in the notice, and any expenditure reasonably incurred by it in so doing is recoverable from the undertaker.

(6) In the event of any dispute as to whether sub-paragraph (4) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the Board must not except in emergency exercise the powers conferred by sub-paragraph (4) until the dispute has been finally resolved by agreement or determined under paragraph 101.

97. If by reason of the construction of any specified work or of the failure of any such work the efficiency of any drainage work for flood defence purposes is impaired, or the drainage work is otherwise damaged, the impairment or damage must be made good by the undertaker to the reasonable satisfaction of the Board and, if the undertaker fails to do so, the Board may make good the impairment or damage and recover from the undertaker the expense reasonably incurred by it in doing so.

98. The undertaker must compensate the Board in respect of all costs, charges and expenses that the Board may reasonably incur, have to pay or may sustain—

- (a) in the examination or approval of plans and evidence under this Part;
- (b) in inspecting the proposed site for and construction of any specified work or any protective works required by the Board under this Part; and
- (c) in carrying out of any surveys or tests by the Board that are reasonably required in connection with the construction of the specified work.

99.—(1) Without limiting the other provisions of this Part, the undertaker must compensate the Board in respect of all claims, demands, proceedings, costs, damages, expenses or loss that may be made or taken against, reasonably recovered from or incurred by the Board by reason of—

- (a) any damage to any drainage work so as to impair its efficiency for the purposes of flood defence;
- (b) any flooding or increased flooding of any such land which is caused by, or results from, the construction of the specified work or any act or omission of the undertaker, its contractors, agents or employees whilst engaged upon the work.

(2) The Board must give to the undertaker reasonable notice of any such claim or demand, and no settlement or compromise may be made without the agreement of the undertaker which agreement must not be unreasonably withheld or delayed.

(3) The Board must use its reasonable endeavours to mitigate in whole or in part and to minimise any claims, demands, proceedings, costs, damages, expenses or loss to which this paragraph applies. If requested to do so by the undertaker, the Board must provide an explanation of how the claim has been minimised. The undertaker is only liable under this paragraph for claims reasonably incurred by the Board.

100. The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved or deemed to be approved by the Board, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from any liability under this Part.

101. Any dispute between the undertaker and the Board under this Part, unless otherwise agreed, must be determined by arbitration under article 42, but must be determined by the Secretary of State for Environment, Food and Rural Affairs and the Secretary of State for Business, Energy and Industrial Strategy acting jointly on a reference to them by the undertaker or the Board, after notice in writing by one to the other.

PART 9

FOR THE PROTECTION OF THE ENVIRONMENT AGENCY

102. The following provisions apply for the protection of the Agency unless otherwise agreed in writing between the undertaker and the Agency.

103. In this Part of this Schedule—

“the Agency” means the Environment Agency;

“construction” includes execution, placing, altering, replacing, relaying and removal and excavation and “construct” and “constructed” must be construed accordingly;

“drainage work” means any main river and includes any land which provides flood storage capacity for any main river and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage, flood defence or tidal monitoring;

“fishery” means any waters containing fish and fish in, or migrating to or from, such waters and the spawn, spawning ground, habitat or food of such fish;

“main river” has the same meaning given in section 113 of the Water Resources Act 1991;

“plans” includes sections, drawings, specifications, calculations and method statements;

“remote defence” means any berm, wall or embankment that is constructed for the purposes of preventing or alleviating flooding from, or in connection with, any main river; and

“specified work” means so much of any work or operation authorised by this Order as is in, on, under, over or within—

- (a) 8 metres of the base of a remote defence which is likely to—
 - (i) endanger the stability of, cause damage or reduce the effectiveness of that remote defence; or
 - (ii) interfere with the Agency’s access to or along that remote defence;
- (b) 16 metres of a drainage work involving a tidal main river or 8 metres of a drainage work involving a non-tidal main river; or
- (c) any distance of a drainage work and is otherwise likely to—
 - (i) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;
 - (ii) affect the flow, purity or quality of water in any main river or other surface waters;
 - (iii) cause obstruction to the free passage of fish or damage to any fishery;
 - (iv) affect the conservation, distribution or use of water resources; or
 - (v) affect the conservation value of the main river and habitats in its immediate vicinity;or which involves—
- (d) an activity that includes dredging, raising or taking of any sand, silt, ballast, clay, gravel or other materials from or off the bed or banks of a drainage work (or causing such materials to be dredged, raised or taken), including hydrodynamic dredging or desilting; and
- (e) any quarrying or excavation within 16 metres of a drainage work which is likely to cause damage to or endanger the stability of the banks or structure of that drainage work.

Submission and approval of plans

104.—(1) Before beginning to construct any specified work, the undertaker must submit to the Agency plans of the specified work and such further particulars available to it as the Agency may within 28 days of the receipt of the plans reasonably request.

(2) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the Agency, or determined under paragraph 114.

(3) Any approval of the Agency required under this paragraph—

- (a) must not be unreasonably withheld or delayed;
- (b) is deemed to have been refused if it is neither given nor refused within 2 months of the submission of the plans or receipt of further particulars if such particulars have been requested by the Agency for approval; and
- (c) may be given subject to such reasonable requirements as the Agency may have for the protection of any drainage work or the fishery or for the protection of water resources, or for the prevention of flooding or pollution or for nature conservation in the discharge of its environmental duties.

(4) The Agency must use its reasonable endeavours to respond to the submission of any plans before the expiration of the period mentioned in sub-paragraph (3)(b).

(5) In the case of a refusal, if requested to do so, the Agency must provide reasons for the grounds of that refusal.

Construction of protective works

105.—(1) Without limiting paragraph 104, the requirements which the Agency may have under that paragraph include conditions requiring the undertaker, at its own expense, to construct such protective works, whether temporary or permanent, before or during the construction of the specified works (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

- (a) to safeguard any drainage work against damage; or
- (b) to secure that its efficiency for flood defence purposes is not impaired and that the risk of flooding is not otherwise increased,

by reason of any specified work.

Timing of works and service of notices

106.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the Agency under paragraph 105, must be constructed—

- (a) without unreasonable delay in accordance with the plans approved under this Part of this Schedule; and
- (b) to the reasonable satisfaction of the Agency,

and the Agency is entitled by its officer to watch and inspect the construction of such works.

(2) The undertaker must give to the Agency not less than 14 days' notice in writing of its intention to commence construction of any specified work and notice in writing of its completion not later than 7 days after the date on which it is completed.

(3) If the Agency reasonably requires, the undertaker must construct all or part of the protective works so that they are in place prior to the construction of any specified work to which the protective works relate.

Works not in accordance with this Part of this Schedule

107.—(1) If any part of a specified work or any protective work required by the Agency is constructed otherwise than in accordance with the requirements of this Part of this Schedule, the Agency may by notice in writing require the undertaker at the undertaker's own expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and the Agency in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to such extent and within such limits as the Agency reasonably requires.

(2) Subject to sub-paragraph (3), if, within a reasonable period, being not less than 28 days beginning with the date when a notice under sub-paragraph (1) is served upon the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has

not subsequently made reasonably expeditious progress towards their implementation, the Agency may execute the works specified in the notice and any reasonable expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(3) In the event of any dispute as to whether sub-paragraph (1) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the Agency must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (2) until the dispute has been finally determined in accordance with sub-paragraph (1).

Maintenance of works

108.—(1) Subject to sub-paragraph (6) the undertaker must from the commencement of the construction of the specified works maintain in good repair and condition and free from obstruction any drainage work which is situated within the Order limits and on Order land, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any such drainage work which the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the Agency, the Agency may by notice in writing require the undertaker to repair and restore the work, or any part of such work, or (if the undertaker so elects and the Agency in writing consents, such consent not to be unreasonably withheld or delayed), to remove the work and restore the site to its former condition, to such extent and within such limits as the Agency reasonably requires.

(3) Subject to sub-paragraph (5), if, within a reasonable period, being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the Agency may do what is necessary for such compliance and any reasonable expenditure incurred by the Agency in doing so is recoverable from the undertaker.

(4) If there is any failure by the undertaker to obtain consent or comply with conditions imposed by the Agency in accordance with these protective provisions the Agency may serve written notice requiring the undertaker to cease all or part of the specified works and the undertaker must cease the specified works or part thereof until it has obtained the consent or complied with the condition unless the cessation of the specified works or part thereof would cause greater damage than compliance with the written notice.

(5) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the Agency must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined in accordance with paragraph 114.

(6) This paragraph does not apply to—

- (a) drainage works which are vested in the Agency, or which the Agency or another person is liable to maintain and is not proscribed by the powers of the Order from doing so; and
- (b) any obstruction of a drainage work expressly authorised in the approval of specified works plan and carried out in accordance with the provisions of this Part of this Schedule provided that any obstruction is removed as soon as reasonably practicable.

Remediating impaired drainage work

109. If by reason of the construction of any specified work or of the failure of any such work, the efficiency of any drainage work for flood defence purposes is impaired, or that drainage work is otherwise damaged, such impairment or damage must be made good by the undertaker to the reasonable satisfaction of the Agency and if the undertaker fails to do so, the Agency may make good the impairment or damage and recover any expenditure incurred by the Agency in so doing from the undertaker.

Agency access

110. If by reason of construction of the specified work the Agency's access to flood defences or equipment maintained for flood defence purposes is materially obstructed, the undertaker must provide such alternative means of access that will allow the Agency to maintain the flood defence or use the equipment no less effectively than was possible before the obstruction within 24 hours of or as soon as reasonably practicable after the undertaker becoming aware of such obstruction.

Free passage of fish

111. —(1) The undertaker must take all such measures as may be reasonably practicable to prevent any interruption of the free passage of fish in the fishery during the construction of any specified work.

(2) If by reason of—

- (a) the construction of any specified work; or
- (b) the failure of any such work,

damage to the fishery is caused, or the Agency has reason to expect that such damage may be caused, the Agency may serve notice on the undertaker requiring it to take such steps as may be reasonably practicable to make good the damage, or, as the case may be, to protect the fishery against such damage.

(3) If within such time as may be reasonably practicable for that purpose after the receipt of written notice from the Agency of any damage or expected damage to a fishery, the undertaker fails to take such steps as are described in sub-paragraph (2), the Agency may take those steps and any expenditure incurred by the Agency in doing so is recoverable from the undertaker.

(4) In any case where immediate action by the Agency is reasonably required in order to secure that the risk of damage to the fishery is avoided or reduced, the Agency may take such steps as are reasonable for the purpose, and may recover from the undertaker any expenditure incurred in doing so provided that notice specifying those steps is served on the undertaker as soon as reasonably practicable after the Agency has taken, or commenced to take, the steps specified in the notice.

Indemnity

112. The undertaker indemnifies the Agency in respect of all costs, charges and expenses which the Agency may reasonably incur—

- (a) in the examination or approval of plans under this Part of this Schedule;
- (b) in the inspection of the construction of the specified works or any protective works required by the Agency under this Part of this Schedule; and
- (c) in the carrying out of any surveys or tests by the Agency which are reasonably required in connection with the construction of the specified works.

113. —(1) The undertaker is responsible for and indemnifies the Agency against all costs and losses, liabilities, claims and demands not otherwise provided for in this Schedule which may be reasonably incurred or suffered by the Agency by reason of, or arising out of—

- (a) the construction, operation or maintenance of any specified works comprised within the authorised development or the failure of any such works comprised within them; or
- (b) any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged upon the construction, operation or maintenance of the authorised development or dealing with any failure of the authorised development.

(2) For the avoidance of doubt, in sub-paragraph (1)—

“costs” includes—

- (a) expenses and charges;
- (b) staff costs and overheads; and
- (c) legal costs;

“losses” includes physical damage;

“claims” and “demands” include as applicable—

(a) costs (within the meaning of this sub-paragraph) incurred in connection with any claim or demand; and

(b) any interest element of sums claimed or demanded; and

“liabilities” includes—

(a) contractual liabilities;

(b) tortious liabilities (including liabilities for negligence or nuisance);

(c) liabilities to pay statutory compensation or for breach of statutory duty; and

(d) liabilities to pay statutory penalties imposed on the basis of strict liability (but does not include liabilities to pay other statutory penalties).

(3) The Agency must give to the undertaker reasonable notice of any such claim or demand and must not settle or compromise a claim without the agreement of the undertaker and that agreement must not be unreasonably withheld or delayed.

(4) The Agency must, at all times, take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss.

(5) The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved by the Agency, or to its satisfaction, or in accordance with any directions or award of an arbitrator, must not relieve the undertaker from any liability under the provisions of this Part of this Schedule.

(6) Nothing in this paragraph imposes any liability on the undertaker with respect to any costs, charges, expenses, damages, claims, demands or losses to the extent that they are attributable to the neglect or default of the Agency, its officers, servants, contractors or agents.

Disputes

114. Any dispute arising between the undertaker and the Agency under this Part of this Schedule must, if the parties agree, be determined by arbitration under article 42 (arbitration), but failing agreement be determined by the Secretary of State for Environment, Food and Rural Affairs or its successor and the Secretary of State for the department of Energy, Security and Net Zero or its successor acting jointly on a reference to them by the undertaker or the Agency, after notice in writing by one to the other.

PART 10

FOR THE PROTECTION OF RAILWAY INTERESTS

115. The provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 129 of this Part of this Schedule any other person on whom rights or obligations are conferred by that paragraph.

116. In this Part of this Schedule—

“asset protection agreement” means an agreement to regulate the construction and maintenance of the specified work in a form prescribed from time to time by Network Rail;

“construction” includes execution, placing, alteration and reconstruction and “construct” and “constructed” have corresponding meanings;

“the engineer” means an engineer appointed by Network Rail for the purposes of this Order;

“network licence” means the network licence, as the same is amended from time to time, granted to Network Rail Infrastructure Limited by the Secretary of State in exercise of their powers under section 8 (licences) of the Railways Act 1993(a);

(a) 1993 c. 43.

“Network Rail” means Network Rail Infrastructure Limited (company number 02904587, whose registered office is at Waterloo General Office, London SE1 8SW) and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition “associated company” means any company which is (within the meaning of section 1159 of the Companies Act 2006^(a)) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited and any successor to Network Rail Infrastructure Limited’s railway undertaking;

“plans” includes sections, designs, design data, software, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of railway property;

“railway operational procedures” means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

“railway property” means any railway belonging to Network Rail and—

- (a) any station, land, works, apparatus and equipment belonging to Network Rail or connected with any such railway; and
- (b) any easement or other property interest held or used by Network Rail or a tenant or licensee of Network Rail for the purposes of such railway or works, apparatus or equipment;

“regulatory consents” means any consent or approval required under—

- (a) the Railways Act 1993;
- (b) the network licence; and/or
- (c) any other relevant statutory or regulatory provisions,

by either the Office of Rail and Road or the Secretary of State for Transport or any other competent body including change procedures and any other consents, approvals of any access or beneficiary that may be required in relation to the authorised development; and

“specified work” means so much of any of the authorised development as is situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property and, for the avoidance of doubt, includes the maintenance of such works under the powers conferred by article 5 (power to maintain the authorised development) in respect of such works.

117.—(1) Where under this Part of this Schedule Network Rail is required to give its consent or approval in respect of any matter, that consent or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute.

(2) In so far as any specified work or the acquisition or use of railway property is or may be subject to railway operational procedures, Network Rail must—

- (a) co-operate with the undertaker with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and
- (b) use their reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised development pursuant to this Order.

118.—(1) The undertaker must not exercise the powers conferred by—

- (a) article 3 (development consent etc. granted by this Order);
- (b) article 5 (power to maintain the authorised development);
- (c) article 16 (discharge of water);
- (d) article 19 (authority to survey and investigate the land);
- (e) article 20 (compulsory acquisition of land);

(a) 2006 c. 46.

- (f) article 22 (compulsory acquisition of rights);
- (g) article 23 (private rights);
- (h) article 25 (acquisition of subsoil only);
- (i) article 26 (power to override easements and other rights);
- (j) article 29 (temporary use of land for constructing the authorised development);
- (k) article 30 (temporary use of land for maintaining the authorised development);
- (l) article 31 statutory undertakers);
- (m) article 38 (felling or lopping of trees and removal of hedgerows);
- (n) article 39 (trees subject to tree preservation orders);
- (o) the powers conferred by section 11(3) (power of entry) of the 1965 Act;
- (p) the powers conferred by section 203 (power to override easements and rights) of the Housing and Planning Act 2016;
- (q) the powers conferred by section 172 (right to enter and survey land) of the Housing and Planning Act 2016;

in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.

(2) The undertaker must not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any railway property, unless preventing such access is with the consent of Network Rail.

(3) The undertaker must not exercise the powers conferred by sections 271 or 272 of the 1990 Act, article 31 (statutory undertakers), article 26 (power to override easements and other rights) or article 23 (private rights), in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

(4) The undertaker must not under the powers of this Order acquire or use or acquire new rights over, or seek to impose any restrictive covenants over, any railway property, or extinguish any existing rights of Network Rail in respect of any third party property, except with the consent of Network Rail.

(5) The undertaker must not under the powers of this Order do anything which would result in railway property being incapable of being used or maintained or which would affect the safe running of trains on the railway.

(6) Where Network Rail is asked to give its consent pursuant to this paragraph, such consent must not be unreasonably withheld but may be given subject to reasonable conditions but it shall never be unreasonable to withhold consent for reasons of operational or railway safety (such matters to be in Network Rail's absolute discretion).

(7) The undertaker must enter into an asset protection agreement prior to the carrying out of any specified work.

119. —(1) The undertaker must before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work must not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration.

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld, and if by the end of the period of 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated their disapproval of those plans and the grounds of such disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a further period of 28 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 28 days the engineer has not intimated approval or disapproval, the engineer shall be deemed to have approved the plans as submitted.

(3) If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), Network Rail gives notice to the undertaker

that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker.

(4) When signifying their approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in the engineer's opinion should be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified works), and such protective works as may be reasonably necessary for those purposes must be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out at the expense of the undertaker in either case without unnecessary delay and the undertaker must not commence the construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to their reasonable satisfaction.

120. —(1) Any specified work and any protective works to be constructed by virtue of paragraph 119(4) must, when commenced, be constructed—

- (a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 119;
- (b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;
- (c) in such manner as to cause as little damage as is possible to railway property; and
- (d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property.

(2) If any damage to railway property or any such interference or obstruction shall be caused by the carrying out of, or in consequence of the construction of a specified work, the undertaker must, notwithstanding any such approval, make good such damage and must pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Nothing in this Part of this Schedule imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its servants, contractors or agents or any liability on Network Rail with respect of any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.

121. The undertaker must—

- (a) at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and
- (b) supply the engineer with all such information as they may reasonably require with regard to a specified work or the method of constructing it.

122. Network Rail must at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by Network Rail under this Part of this Schedule during their construction and must supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

123. —(1) If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction or completion of a specified work in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker 56 days' notice (or in the event of an emergency or safety critical issue such notice

as is reasonable in the circumstances) of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to Network Rail the reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work which in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed, Network Rail must assume construction of that part of the specified work and the undertaker must, notwithstanding any such approval of a specified work under paragraph 119(3), pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may suffer by reason of the execution by Network Rail of that specified work.

(3) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 124(a) provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

(4) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving must be set off against any sum payable by the undertaker to Network Rail under this paragraph.

124. The undertaker must repay to Network Rail all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail—

- (a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 119(3) or in constructing any protective works under the provisions of paragraph 119(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;
- (b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work;
- (c) in respect of the employment or procurement of the services of any inspectors, signallers, watch-persons and other persons whom it shall be reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;
- (d) in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, require to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and
- (e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work.

125. —(1) In this paragraph—

“EMI” means, subject to sub-paragraph (2), electromagnetic interference with Network Rail apparatus generated by the operation of the authorised development where such interference is of a level which adversely affects the safe operation of Network Rail’s apparatus; and

“Network Rail’s apparatus” means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised development) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

(2) This paragraph applies to EMI only to the extent that such EMI is not attributable to any change to Network Rail’s apparatus carried out after approval of plans under paragraph 119(1) for

the relevant part of the authorised development giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(3) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take all measures necessary to prevent EMI and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(4) In order to facilitate the undertaker's compliance with sub-paragraph (3)—

- (a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail's apparatus which may be at risk of EMI, and thereafter must continue to consult with Network Rail (both before and after formal submission of plans under paragraph 119(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;
- (b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail's apparatus identified pursuant to paragraph (a); and
- (c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail's apparatus identified pursuant to paragraph (a).

(5) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail's apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail's apparatus, but the means of prevention and the method of their execution must be selected in the reasonable discretion of Network Rail, and in relation to such modifications paragraph 119(1) has effect subject to the sub-paragraph.

(6) Prior to the commencement of operation of the authorised development the undertaker shall test the use of the authorised development in a manner that shall first have been agreed with Network Rail and if, notwithstanding any measures adopted pursuant to sub-paragraph (3), the testing of the authorised development causes EMI then the undertaker must immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) the undertaker's apparatus causing such EMI until all measures necessary have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to Network Rail's apparatus.

(7) In the event of EMI having occurred—

- (a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI;
- (b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI;
- (c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI; and
- (d) the undertaker shall not allow the use or operation of the authorised development in a manner that has caused or will cause EMI until measures have been taken in accordance with this paragraph to prevent EMI occurring.

(8) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraphs (5) or (6)—

- (a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus; and
- (b) any modifications to Network Rail's apparatus approved pursuant to those sub-paragraphs must be carried out and completed by the undertaker in accordance with paragraph 120.

(9) To the extent that it would not otherwise do so, the indemnity in paragraph 129(1) applies to the costs and expenses reasonably incurred or losses suffered by Network Rail through the implementation of the provisions of this paragraph (including costs incurred in connection with

the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub-paragraph 119 applies.

(10) For the purpose of paragraph 124(a) any modifications to Network Rail's apparatus under this paragraph shall be deemed to be protective works referred to in that paragraph.

126. If at any time after the completion of a specified work, not being a work vested in Network Rail, Network Rail gives notice to the undertaker informing it that the state of maintenance of any part of the specified work appears to be such as adversely affects the operation of railway property, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as not adversely to affect railway property.

127. The undertaker must not provide any illumination or illuminated sign or signal on or in connection with a specified work in the vicinity of any railway belonging to Network Rail unless it has first consulted Network Rail and it must comply with Network Rail's reasonable requirements for preventing confusion between such illumination or illuminated sign or signal and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.

128. Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work must, provided that 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be repaid by the undertaker to Network Rail.

129.—(1) The undertaker must pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule (subject to article 41 (no double recovery)) which may be occasioned to or reasonably incurred by Network Rail—

- (a) by reason of the construction, maintenance or operation of a specified work or the failure thereof; or
- (b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work;
- (c) by reason of any act or omission of the undertaker or any person in its employ or of its contractors or others whilst accessing to or egressing from the authorised development;
- (d) in respect of any damage caused to or additional maintenance required to, railway property or any such interference or obstruction or delay to the operation of the railway as a result of access to or egress from the authorised development by the undertaker or any person in its employ or of its contractors or others;
- (e) in respect of costs incurred by Network Rail in complying with any railway operational procedures or obtaining any regulatory consents which procedures are required to be followed or consents obtained to facilitate the carrying out or operation of the authorised development,

and the undertaker must indemnify and keep indemnified Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission: and the fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer's supervision shall not (if it was done without negligence on the part of Network Rail or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(2) Network Rail must—

- (a) give the undertaker reasonable written notice of any such claims or demands;
- (b) not make any settlement or compromise of such a claim or demand without the prior consent of the undertaker; and
- (c) take such steps as are within its control and are reasonable in the circumstances to mitigate any liabilities relating to such claims or demands.

(3) The sums payable by the undertaker under sub-paragraph (1) shall if relevant include a sum equivalent to the relevant costs.

(4) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.

(5) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs shall, in the event of default, be enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (4).

(6) In this paragraph—

“the relevant costs” means the costs, losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of any specified work including but not limited to any restriction of the use of Network Rail’s railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in sub-paragraph (1); and

“train operator” means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.

130. Network Rail must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Part of this Schedule (including the amount of the relevant costs mentioned in paragraph 129) and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made pursuant to this Part of this Schedule (including any claim relating to those relevant costs).

131. In the assessment of any sums payable to Network Rail under this Part of this Schedule there must not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Part of this Schedule or increasing the sums so payable.

132. The undertaker and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer to the undertaker of—

- (a) any railway property shown on the land plan and described in the book of reference;
- (b) any lands, works or other property held in connection with any such railway property; and
- (c) any rights and obligations (whether or not statutory) of Network Rail relating to any railway property or any lands, works or other property referred to in this paragraph.

133. Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part I of the Railways Act 1993.

134. The undertaker must give written notice to Network Rail if any application is proposed to be made by the undertaker for the Secretary of State’s consent, under article 35 (consent to transfer the benefit of the Order) of this Order and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

- (a) the nature of the application to be made;
- (b) the extent of the geographical area to which the application relates; and
- (c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

135. The undertaker must no later than 28 days from the date that the plans submitted to and certified by the Secretary of State in accordance with article 40 (certification of plans and documents, etc.) are certified by the Secretary of State, provide a set of those plans to Network Rail in a format specified by Network Rail.

136. Any dispute arising under this Part of this Schedule, unless otherwise provided for, must be referred to and settled by arbitration in accordance with article 42 (arbitration) and the Rules at Schedule 14 (arbitration rules).

PART 11

FOR THE PROTECTION OF COTTAM SOLAR PROJECT LIMITED

137. The provisions of this Part apply for the protection of Cottam unless otherwise agreed in writing between the undertaker and Cottam.

138. In this Part—

“apparatus” means the cables, structures or other infrastructure owned, occupied or maintained by Cottam or its successor in title within the Cottam Work No. 6B Area;

“construction” includes execution, placing, altering, replacing, reconstruction, relaying, maintenance, extensions, enlargement and removal; and “construct” and “constructed” must be construed accordingly;

“Cottam” means an undertaker with the benefit of all or part of the Cottam Solar Project Order for the time being;

“Cottam Work No. 6B Area” means the area for Work No. 6 authorised in the Cottam Solar Project Order;

“plans” includes sections, drawings, specifications, designs, design data, software, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of the Cottam Work No. 6B Area;

“specified works” means so much of any works of operations authorised by this Order (or authorised by any planning permission intended to operate in conjunction with this Order) as is—

- (a) within the Cottam Work No. 6B Area;
- (b) in, on, under, over or within 25 metres of the proposed Cottam Work No. 6B Area or any apparatus; or
- (c) may in any way adversely affect any apparatus.

139. The consent of Cottam under this Part is not required where the Cottam Solar Project Order has expired without the authorised development having been commenced pursuant to the Cottam Solar Project Order.

140. Where conditions are included in any consent granted by Cottam pursuant to this Part, the undertaker must comply with the conditions if it chooses to implement or rely on the consent, unless the conditions are waived or varied in writing by Cottam.

141. The undertaker must not under the powers of this Order acquire, extinguish, suspend, override or interfere with any rights that Cottam has in respect of any apparatus or has in respect of the Cottam Work No. 6B Area without the consent of Cottam, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions.

142. —(1) The undertaker must not under the powers of this Order carry out any specified works without the consent of Cottam, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions and if Cottam does not respond within 28 days of the undertaker’s request for consent, then consent is deemed to be given.

(2) Subject to obtaining consent pursuant to sub-paragraph (1) and before beginning to construct any specified works, the undertaker must submit plans of the specified works to Cottam and must submit any such further particulars available to it that Cottam may reasonably require.

(3) Any specified works must be constructed without unreasonable delay in accordance with the plans approved in writing by Cottam.

(4) Any approval of Cottam required under this paragraph may be made subject to such reasonable conditions as may be required for the protection or alteration of any apparatus (including proposed apparatus) in the Cottam Work No. 6B Area or for securing access to such apparatus or the Cottam Work No. 6B Area.

(5) Where Cottam requires any protective works to be carried out either by themselves or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to Cottam's reasonable satisfaction.

(6) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any specified works, new plans instead of the plans previously submitted, and the provisions of this paragraph shall apply to and in respect of the new plans.

143. —(1) The undertaker must give to Cottam not less than 28 days' written notice of its intention to commence the construction of the specified works and, not more than 14 days after completion of their construction, must give to Cottam written notice of the completion.

(2) The undertaker is not required to comply with paragraph 142 or sub-paragraph (1) in a case of emergency, but in that case it must give to Cottam notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with paragraph 137 in so far as is reasonably practicable in the circumstances.

144. The undertaker must at all reasonable times during construction of the specified works allow Cottam and its servants and agents access to the specified works and all reasonable facilities for inspection of the specified works.

145. —(1) After the purpose of any temporary works has been accomplished, the undertaker must with all reasonable dispatch, or after a reasonable period of notice in writing from Cottam requiring the undertaker to do so, remove the temporary works in, on, under, over or within the Cottam Work No. 6B Area.

(2) If the undertaker fails to remove the temporary works within a reasonable period of receipt of a notice pursuant to sub-paragraph (1), Cottam may remove the temporary works and may recover the reasonable costs of doing so from the undertaker.

146. If in consequence of the exercise of the powers conferred by this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable Cottam to maintain or use the apparatus no less effectively than was possible before the obstruction.

147. The undertaker must not exercise the powers conferred by this Order to prevent or interfere with the access by Cottam to the proposed Cottam Work No. 6B Area.

148. To ensure its compliance with this Part, the undertaker must before carrying out any works or operations pursuant to this Order within Cottam Work No. 6B Area request up-to-date written confirmation from Cottam of the location of any apparatus or proposed apparatus.

149. The undertaker and Cottam must each act in good faith and use reasonable endeavours to cooperate with and provide assistance to each other as may be required to give effect to the provisions of this Part.

150. The undertaker must pay to Cottam the reasonable expenses incurred by Cottam in connection with the approval of plans, inspection of any specified works or the alteration or protection of any apparatus or the proposed Cottam Work No. 6B Area.

151. —(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any specified works, any damage is caused to any apparatus or there is any interruption in any service provided, or in the supply of any goods, by Cottam, or Cottam becomes liable to pay any amount to any third party, the undertaker must—

(a) bear and pay the cost reasonably incurred by Cottam in making good such damage or restoring the service or supply; and

(b) compensate Cottam for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Cottam, by reason or in consequence of any such damage or interruption or Cottam becoming liable to any third party as aforesaid.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of Cottam, its officers, servants, contractors or agents.

(3) Cottam must give to the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made, unless payment is required in connection with a statutory compensation scheme without first consulting the undertaker and considering its representations.

(4) Cottam must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies. If requested to do so by the undertaker, Cottam shall provide an explanation of how the claim has been minimised. The undertaker shall only be liable under this paragraph for claims reasonably incurred by Cottam.

(5) The fact that any work or thing has been executed or done with the consent of Cottam and in accordance with any conditions or restrictions prescribed by Cottam or in accordance with any plans approved by Cottam or to its satisfaction or in accordance with any directions or award of any arbitrator does not relieve the undertaker from any liability under this Part.

152. Any dispute arising between the undertaker and Cottam under this Part must be determined by arbitration under article 42 (arbitration).

PART 12

FOR THE PROTECTION OF GATE BURTON ENERGY PARK LIMITED

153. The provisions of this Part apply for the protection of Gate Burton unless otherwise agreed in writing between the undertaker and Gate Burton.

154. In this Part—

“apparatus” means the cables, structures or other infrastructure owned, occupied or maintained by Gate Burton or its successor in title within the Gate Burton Work No. 4B Area;

“construction” includes execution, placing, altering, replacing, reconstruction, relaying, maintenance, extensions, enlargement and removal; and “construct” and “constructed” must be construed accordingly;

“Gate Burton” means an undertaker with the benefit of all or part of the Gate Burton Energy Park Order for the time being;

“Gate Burton Work No. 4B Area” means the area for Work No. 4B authorised in the Gate Burton Energy Park Order;

“plans” includes sections, drawings, specifications, designs, design data, software, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of the Gate Burton Work No. 4B Area; and

“specified works” means so much of any works of operations authorised by this Order (or authorised by any planning permission intended to operate in conjunction with this Order) as is—

- (a) within the Gate Burton Work No. 4B Area;
- (b) in, on, under, over or within 25 metres of the proposed Gate Burton Work No. 4B Area or any apparatus; or
- (c) may in any way adversely affect any apparatus.

155. The consent of Gate Burton under this Part is not required where the Gate Burton Energy Park Order has expired without the authorised development having been commenced pursuant to the Gate Burton Energy Park Order.

156. Where conditions are included in any consent granted by Gate Burton pursuant to this Part, the undertaker must comply with the conditions if it chooses to implement or rely on the consent, unless the conditions are waived or varied in writing by Gate Burton.

157. The undertaker must not under the powers of this Order acquire, extinguish, suspend, override or interfere with any rights that Gate Burton has in respect of any apparatus or has in respect of the Gate Burton Work No. 4B Area without the consent of Gate Burton, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions.

158. —(1) The undertaker must not under the powers of this Order carry out any specified works without the consent of Gate Burton, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions and if Gate Burton does not respond within 28 days of the undertaker's request for consent, then consent is deemed to be given.

(2) Subject to obtaining consent pursuant to sub-paragraph (1) and before beginning to construct any specified works, the undertaker must submit plans of the specified works to Gate Burton and must submit any such further particulars available to it that Gate Burton may reasonably require.

(3) Any specified works must be constructed without unreasonable delay in accordance with the plans approved in writing by Gate Burton.

(4) Any approval of Gate Burton required under this paragraph may be made subject to such reasonable conditions as may be required for the protection or alteration of any apparatus (including proposed apparatus) in the Gate Burton Work No. 4B Area or for securing access to such apparatus or the Gate Burton Work No. 4B Area.

(5) Where Gate Burton requires any protective works to be carried out either by themselves or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to Gate Burton's reasonable satisfaction.

(6) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any specified works, new plans instead of the plans previously submitted, and the provisions of this paragraph shall apply to and in respect of the new plans.

159. —(1) The undertaker must give to Gate Burton not less than 28 days' written notice of its intention to commence the construction of the specified works and, not more than 14 days after completion of their construction, must give to Gate Burton written notice of the completion.

(2) The undertaker is not required to comply with paragraph 158 or sub-paragraph (1) in a case of emergency, but in that case it must give to Gate Burton notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with paragraph 158 in so far as is reasonably practicable in the circumstances.

160. The undertaker must at all reasonable times during construction of the specified works allow Gate Burton and its servants and agents access to the specified works and all reasonable facilities for inspection of the specified works.

161. —(1) After the purpose of any temporary works has been accomplished, the undertaker must with all reasonable dispatch, or after a reasonable period of notice in writing from Gate Burton requiring the undertaker to do so, remove the temporary works in, on, under, over or within the Gate Burton Work No. 4B Area.

(2) If the undertaker fails to remove the temporary works within a reasonable period of receipt of a notice pursuant to sub-paragraph (1), Gate Burton may remove the temporary works and may recover the reasonable costs of doing so from the undertaker.

162. If in consequence of the exercise of the powers conferred by this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to

such apparatus as will enable Gate Burton to maintain or use the apparatus no less effectively than was possible before the obstruction.

163. The undertaker must not exercise the powers conferred by this Order to prevent or interfere with the access by Gate Burton to the proposed Gate Burton Work No. 4B Area.

164. To ensure its compliance with this Part, the undertaker must before carrying out any works or operations pursuant to this Order within Gate Burton Work No. 4B Area request up-to-date written confirmation from Gate Burton of the location of any apparatus or proposed apparatus.

165. The undertaker and Gate Burton must each act in good faith and use reasonable endeavours to co-operate with and provide assistance to each other as may be required to give effect to the provisions of this Part.

166. The undertaker must pay to Gate Burton the reasonable expenses incurred by Gate Burton in connection with the approval of plans, inspection of any specified works or the alteration or protection of any apparatus or the proposed Gate Burton Work No. 4B Area.

167. —(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any specified works, any damage is caused to any apparatus or there is any interruption in any service provided, or in the supply of any goods, by Gate Burton, or Gate Burton becomes liable to pay any amount to any third party, the undertaker must—

- (a) bear and pay the cost reasonably incurred by Gate Burton in making good such damage or restoring the service or supply; and
- (b) compensate Gate Burton for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Gate Burton, by reason or in consequence of any such damage or interruption or Gate Burton becoming liable to any third party as aforesaid.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of Gate Burton, its officers, servants, contractors or agents.

(3) Gate Burton must give to the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made, unless payment is required in connection with a statutory compensation scheme without first consulting the undertaker and considering its representations.

(4) Gate Burton must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies. If requested to do so by the undertaker, Gate Burton shall provide an explanation of how the claim has been minimised. The undertaker shall only be liable under this paragraph for claims reasonably incurred by Gate Burton.

(5) The fact that any work or thing has been executed or done with the consent of Gate Burton and in accordance with any conditions or restrictions prescribed by Gate Burton or in accordance with any plans approved by Gate Burton or to its satisfaction or in accordance with any directions or award of any arbitrator does not relieve the undertaker from any liability under this Part.

168. Any dispute arising between the undertaker and Gate Burton under this Part must be determined by arbitration under article 42 (arbitration).

PART 13
FOR THE PROTECTION OF THE CANAL & RIVER TRUST

Interpretation

169.—(1) For the protection of the Canal & River Trust the following provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and the Canal & River Trust.

(2) In this Part of this Schedule—

“code of practice” means the Code of Practice for Works Affecting the Canal & River Trust (April 2023) or any updates or amendments thereto;

“construction”, in relation to any specified work or protective work, includes—

- (a) the execution and placing of that work; and
- (b) any relaying, renewal or maintenance of that work,

and “construct” and “constructed” have corresponding meanings;

“Canal & River Trust’s network” means the Canal & River Trust’s network of waterways;

“detriment” means any damage to the waterway or any other property of the Canal & River Trust caused by the presence of the authorised development and, without prejudice to the generality of that meaning, includes—

- (a) any obstruction of, or interference with, or hindrance or danger to, navigation or to any use of the waterway (including towing paths);
- (b) the erosion of the bed or banks of the waterway, or the impairment of the stability of any works, lands or premises forming part of the waterway;
- (c) the deposit of materials or the siltation of the waterway so as to damage the waterway;
- (d) the pollution of the waterway;
- (e) any significant alteration in the water level of the waterway, or significant interference with the supply of water thereto, or drainage of water therefrom;
- (f) any harm to the ecology of the waterway;
- (g) any interference with the exercise by any person of any lawful rights over Canal & River Trust’s network; and
- (h) any revocation of, suspension of, or changes to the waste permit or any other enforcement action taken in respect of the waste permit;

“the engineer” means an engineer appointed by the Canal & River Trust for the purpose in question;

“plans” includes navigational risk assessments, sections, designs, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction) and programmes;

“practical completion” means practical completion of all the specified work notwithstanding that items which would ordinarily be considered snagging items remain outstanding, and the expressions “practically complete” and “practically completed” are to be construed accordingly;

“protective work” means a work constructed under paragraph 173(4)(a) (approval of plans, protective works, etc.);

“specified work” means so much of the authorised development as is, may be, or takes place in, on, under or over the surface of land below the water level forming part of the waterway; or may affect the waterway or any function of the Canal & River Trust, including any projection over the waterway by any authorised work or any plant or machinery;

“the waterway” means each and every part of the river Trent within the Order limits and includes any works, lands or premises belonging to the Canal & River Trust, or under its management or

control, and held or used by the Canal & River Trust in connection with its statutory functions;
and

“waste permit” means the environmental permit numbered AP3297FZ for a waste operation on the site known as land on the west bank of the river Trent at Marton held by the Trust.

(3) Where the code of practice applies to any works or matter that are part of the authorised development or that form part of the protective works and there is an inconsistency between these protective provisions and the code of practice, the part of the code of practice that is inconsistent with these protective provisions will not apply and these protective provisions will apply. The undertaker will identify and agree with the Canal & River Trust those parts of the code of practice which are not applicable to the construction of the specified works and for the avoidance of doubt the undertaker will not be required to comply with those agreed parts of the code of practice.

Powers requiring the Canal & River Trust’s consent

170. —(1) The undertaker must not in the exercise of the powers conferred by this Order obstruct or interfere with pedestrian or vehicular access to the waterway unless such obstruction or interference with such access is with the consent of the Canal & River Trust.

(2) The undertaker must not, in the exercise of the powers conferred by this Order, do or fail to do anything which is inconsistent with or would cause the Canal & River Trust to be in breach of its waste permit.

(3) The undertaker must not exercise any power conferred by this Order to discharge water into the waterway under article 16 (discharge of water) or in any way interfere with the supply of water to or the drainage of water from the waterway unless such exercise is with the consent of the Canal & River Trust, save as to surface water discharge which will not require the consent of the Canal & River Trust.

(4) The undertaker must not exercise the powers conferred by article 19 (authority to survey and investigate the land) or section 11(3) of the 1965 Act, in relation to the waterway unless such exercise is with the consent of the Canal & River Trust.

(5) The undertaker must not exercise any power conferred by article 29 (temporary use of land for constructing the authorised development), article 30 (temporary use of land for maintaining the authorised development) or article 38 (felling or lopping of trees and removal of hedgerows) in respect of the waterway unless such exercise is with the consent of the Canal & River Trust.

(6) The undertaker must not exercise any power conferred by article 20 (compulsory acquisition of land), article 22 (compulsory acquisition of rights), article 25 (acquisition of subsoil) or article 31 (statutory undertakers) in respect of the Canal & River Trust’s interests in the waterway unless such exercise is with the consent of the Canal & River Trust.

(7) The consent of the Canal & River Trust pursuant to sub-paragraphs (1) to (6) must not be unreasonably withheld or delayed but may be given subject to reasonable terms and conditions provided that it will not be reasonable for the Canal & River Trust to withhold or delay consent or impose terms and conditions that would prevent the undertaker from complying with the protective provisions in this Part of this Schedule or any condition contained in Schedule 2 (requirements) .

Fencing

171. Where so required by the engineer acting reasonably the undertaker must, to the reasonable satisfaction of the engineer, fence off a specified work or a protective work or take such other steps as the engineer may require to be taken for the purpose of separating a specified work or a protective work from the waterway, whether on a temporary or permanent basis or both.

Survey of waterway

172. —(1) Before the commencement of the initial construction of any part of the specified works and again following practical completion of the specified works the undertaker must bear the reasonable and proper cost of the carrying out by a qualified engineer (“the surveyor”), to be approved by the Canal & River Trust and the undertaker, of a survey to measure the navigational

depth of the waterway and profile of the riverbed (“the survey”) of so much of the waterway and of any land which may provide support for the waterway as will or may be affected by the specified works.

(2) The design of and methods proposed to be used for the survey are to be approved by the Canal & River Trust and the undertaker.

(3) For the purposes of the survey the undertaker must—

(a) on being given reasonable notice (save in case of emergency, when immediate access must be afforded) afford reasonable facilities to the surveyor for access to the site of the specified works and to any land of the undertaker which may provide support for the waterway as will or may be affected by the specified works; and

(b) supply the surveyor as soon as reasonably practicable with all such information as they may reasonably require and which the undertaker holds with regard to the specified works or the method of their construction.

(4) Copies of the survey results must be provided to both the Canal & River Trust and the undertaker at no cost to the Canal & River Trust.

Approval of plans, protective works, etc.

173. —(1) The undertaker must before commencing construction of any specified work including any temporary works supply to the Canal & River Trust proper and sufficient plans of that work, on the Canal & River Trust forms, having regard to the code of practice and such further particulars available to it as the Canal & River Trust may within 14 working days of the submission of the plans reasonably require for the approval of the engineer and must not commence such construction of a specified work until plans of that work have been approved in writing by the engineer or settled by arbitration.

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld or delayed, and if within 25 working days after such plans (including any other particulars reasonably required under sub-paragraph (1)) have been received by the Canal & River Trust the engineer has not intimated disapproval of those plans and the grounds of disapproval, the engineer is deemed to have approved the plans as submitted.

(3) An approval of the engineer under this paragraph is not deemed to have been unreasonably withheld if approval within the time limited by sub-paragraph (2) has not been given pending the outcome of any consultation on the approval in question that the Canal & River Trust is obliged to carry out in the proper exercise of its functions, provided prior written notice of such consultation has been provided by the Canal & River Trust to the undertaker.

(4) When signifying approval of the plans the engineer may specify on land held or controlled by the Canal & River Trust or the undertaker and subject to such works being authorised by this Order or being development permitted by an Act of Parliament or general development order made under the 1990 Act—

(a) any protective work (whether temporary or permanent) which in the reasonable opinion of the engineer should be carried out before the commencement of a specified work to prevent detriment; and

(b) such other requirements as may be reasonably necessary to prevent detriment,

and such protective works must be constructed by the undertaker or by the Canal & River Trust at the undertaker’s request with all reasonable dispatch and the undertaker must not commence the construction of a specified work until the engineer has notified the undertaker that the protective works have been completed to the engineer’s reasonable satisfaction such consent not to be unreasonably withheld or delayed.

(5) The withholding of an approval of the engineer under this paragraph will be deemed to be unreasonable if it would prevent the undertaker from complying with any condition contained in Schedule 2 (requirements) .

(6) The undertaker must pay to the Canal & River Trust a capitalised sum representing any reasonably increased and additional cost of maintaining and, when necessary, renewing any works,

including any permanent protective works provided under sub-paragraph (4), and of carrying out any additional dredging of the waterway reasonably necessitated by the exercise of any of the powers under this Order but if the cost of maintaining the waterway, or of works of renewal of the waterway, is reduced in consequence of any such works, a capitalised sum representing such reasonable saving is to be set off against any sum payable by the undertaker to the Canal & River Trust under this paragraph.

(7) In the event that the undertaker fails to complete the construction of, or part of, the specified works the Canal & River Trust may, if it is reasonably required in order to avoid detriment, serve on the undertaker a notice in writing requesting that construction be completed. Any notice served under this sub-paragraph must state the works that are to be completed by the undertaker and lay out a reasonable timetable for the completion of the works. If the undertaker fails to comply with this notice within 35 working days, the Canal & River Trust may construct any of the specified works, or part of such works, (together with any adjoining works) in order to complete the construction of, or part of, the specified works or make such works and the undertaker must reimburse the Canal & River Trust all costs, fees, charges and expenses it has reasonably incurred in carrying out such works.

Design of works

174. Without prejudice to its obligations under the foregoing provisions of this Part of this Schedule the undertaker must consult, collaborate and respond constructively to any reasonable approach, suggestion, proposal or initiative made by the Canal & River Trust on—

- (a) the design of the specified works;
- (b) the environmental effects of those works;

and must have regard to such views as may be expressed by the Canal & River Trust in response to such consultation pursuant in particular to the requirements imposed on the Canal & River Trust by section 22 (general environmental and recreational duties) of the British Waterways Act 1995 and to the interest of the Canal & River Trust in preserving and enhancing the environment of its waterways; and

- (c) amendments or alterations to the construction environmental management plan, landscape and ecological management plan, operational environmental management plan, decommissioning plan (as may be approved pursuant to Schedule 2) in respect of a specified work or a protective work or otherwise in connection with the waterway.

Notice of works

175. The undertaker must give to the engineer 30 days notice of its intention to commence the construction of any of the specified works or protective works, or, in the case of repair carried out in an emergency, such notice as may be reasonably practicable so that, in particular, the Canal & River Trust may where appropriate arrange for the publication of notices bringing those works to the attention of users of the Canal & River Trust's network.

Construction of specified works

176. —(1) Any specified works or protective works must, when commenced, be constructed—

- (a) with all reasonable dispatch in accordance with the plans approved or deemed to have been approved or settled as aforesaid and with any specifications made under paragraph 173 (approval of plans, protective works, etc.) and paragraph 174 (design of works);
- (b) under the supervision (if given) and to the reasonable satisfaction of the engineer;
- (c) in such manner as to cause as little detriment to the waterway as is reasonably practicable;
- (d) in such manner as to cause as little inconvenience as is reasonably practicable to the Canal & River Trust, its officers and agents and all other persons lawfully using the waterways, except to the extent that temporary obstruction has otherwise been agreed by the Canal & River Trust;

- (e) in such a manner as to ensure that no materials are discharged or deposited into the waterway otherwise than in accordance with article 16 (discharge of water); and
- (f) in compliance with the code of practice (where appropriate and where consistent with the exercise of powers pursuant to this Order and for the timely, safe, economic and efficient delivery of the authorised works).

(2) Nothing in this Order authorises the undertaker to make or maintain any permanent works in or over the waterway so as to impede or prevent (whether by reducing the width of the waterway or otherwise) the passage of any vessel which is of a kind (as to its dimensions) for which the Canal & River Trust is required by section 105(1)(b) and (2) of the Transport Act 1968 to maintain the waterway.

(3) Following the completion of the construction of the specified works the undertaker must restore the waterway to a condition no less satisfactory than its condition immediately prior to the commencement of those works unless otherwise agreed between the undertaker and the Canal & River Trust and save to the extent that any deterioration to the condition of the waterway is not caused by the construction of the specified works.

(4) In assessing whether the condition of the waterway is no less satisfactory than immediately prior to the works pursuant to sub-paragraph (3), the Canal & River Trust and the undertaker must take account of any survey issued pursuant to paragraph 172 (survey of waterway) and any other information agreed between them pursuant to this Part.

Prevention of pollution

177. The undertaker must not in the course of constructing a specified work or a protective work or otherwise in connection therewith do or permit anything which may result in the pollution of the waterway or the deposit of materials therein (unless otherwise permitted by the Order or the protective provisions in this Part of this Schedule) and must take such steps as the engineer may reasonably require to avoid or make good any breach of its obligations under this paragraph.

Access to work – provision of information

178. —(1) The undertaker on being given reasonable notice must—

- (a) at all reasonable times allow reasonable facilities to the engineer for access to a specified work during its construction; and
- (b) supply the engineer with all such information as the engineer may reasonably require with regard to a specified work or the method of constructing it.

(2) The Canal & River Trust on being given reasonable notice must—

- (a) at all reasonable times afford reasonable facilities to the undertaker and its agents for access to any works carried out by the Canal & River Trust under this Part during their construction; and
- (b) supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them and the undertaker must reimburse the Canal & River Trust's reasonable costs in relation to the supply of such information.

Alterations to the waterway

179. —(1) If during the construction of a specified work or a protective work or during a period of 24 months after the completion of those works any alterations or additions, either permanent or temporary, to the waterway are reasonably necessary in consequence of the construction of the specified work or the protective work in order to avoid detriment, and the Canal & River Trust gives to the undertaker reasonable notice of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to the Canal & River Trust the reasonable costs of those alterations or additions including, in respect of any such alterations or additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to

be reasonably incurred by the Canal & River Trust in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If the cost of maintaining, working or renewing the waterway is reduced in consequence of any such alterations or additions a capitalised sum representing such saving is to be set off against any sum payable by the undertaker to the Canal & River Trust under this paragraph.

Repayment of the Canal & River Trust's fees, etc.

180.—(1) The undertaker must repay to the Canal & River Trust in accordance with the code of practice all fees, costs, charges and expenses reasonably incurred by the Canal & River Trust—

- (a) in constructing any protective works under the provisions of paragraph 173(4)(a); (approval of plans, protective provisions, etc.);
- (b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction or repair of a specified work and any protective works;
- (c) in respect of the employment during the construction of the specified works or any protective works of any inspectors, watchmen and other persons whom it is reasonably necessary to appoint for inspecting, watching and lighting any waterway and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of the specified works or any protective works;
- (d) in bringing the specified works or any protective works to the notice of users of the Canal & River Trust's network; and
- (e) in constructing and/or carrying out any measures related to any specified works or protective works which are reasonably required by the Canal & River Trust to ensure the safe navigation of the waterway save that nothing is to require the Canal & River Trust to construct and/or carry out any measures.

(2) If the Canal & River Trust considers that a fee, charge, cost or expense will be payable by the undertaker pursuant to sub-paragraph (1), the Canal & River Trust will first provide an estimate of that fee, charge, cost or expense and supporting information in relation to the estimate to the undertaker along with a proposed timescale for payment for consideration and the undertaker may, within a period of 14 working days—

- (a) provide confirmation to the Canal & River Trust that the estimate is agreed and pay to the Canal & River Trust, by the date stipulated, that fee, charge, cost or expense; or
- (b) provide confirmation to the Canal & River Trust that the estimate is not accepted along with a revised estimate and a proposal as to how or why the undertaker considers that the estimate can be reduced and/or paid at a later date.

(3) The Canal & River Trust must take into account any representations made by the undertaker in accordance with this paragraph and must, within 15 working days of receipt of the information pursuant to sub-paragraph (1), confirm the amount of the fee, charge, cost or expense to be paid by the undertaker (if any) and the date by which this is to be paid.

(4) The Canal & River Trust must, when estimating and incurring any charge, cost or expense pursuant to this paragraph, do so with a view to being reasonably economic and acting as if the Canal & River Trust were itself to fund the relevant fee, charge, cost or expense.

Making good of detriment; compensation and indemnity, etc.

181.—(1) If any detriment is caused by the construction or failure of the specified works or the protective works if carried out by the undertaker, the undertaker (if so required by the Canal & River Trust) must make good such detriment and must pay to the Canal & River Trust all reasonable expenses incurred by the Canal & River Trust, and compensation for any loss sustained by the Canal & River Trust in making good or otherwise by reason of the detriment.

(2) The undertaker must be responsible for and make good to the Canal & River Trust all costs, charges, damages, expenses and losses not otherwise provided for in this Part which may be occasioned to and reasonably incurred by the Canal & River Trust—

- (a) by reason of the construction of a specified work or a protective work or the failure of such a work; or
- (b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon the construction of a specified work or protective work and subject to sub-paragraph (4), the undertaker must effectively indemnify and hold harmless the Canal & River Trust from and against all claims and demands arising out of or in connection with any of the matters referred to in paragraphs (a) and (b) (provided that the Canal & River Trust is not entitled to recover from the undertaker any consequential losses which are not reasonably foreseeable).

(3) The fact that any act or thing may have been done by the Canal & River Trust on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer's supervision or in accordance with any directions or awards of an arbitrator is not to (if it was done without negligence on the part of the Canal & River Trust or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this paragraph.

(4) Nothing in sub-paragraph (2) imposes any liability on the undertaker with respect to any detriment, loss or interruption to the extent that it is attributable to the act, neglect or default of the Canal & River Trust, its officers, servants, contractors or agents.

(5) The Canal & River Trust must give the undertaker reasonable notice of any such claim or demand as aforesaid and no settlement or compromise of such a claim or demand is to be made without the prior consent of the undertaker.

(6) The Canal & River Trust must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies. If requested to do so by the undertaker, the Canal & River Trust must provide an explanation of how the claim has been minimised.

Arbitration

182. Any difference arising between the undertaker and the Canal & River Trust under this Part (other than a difference as to the meaning or construction of this Part) must be referred to and settled by arbitration in accordance with article 42 (arbitration).

Capitalised sums

183. —(1) Any capitalised sum which is required to be paid under this Part must be calculated by multiplying the cost of the maintenance or renewal works to the waterway necessitated as a result of the operation of the authorised development by the number of times that the maintenance or renewal works will be required during the operation of the authorised development.

(2) The aggregate cap of the undertaker's gross liability to pay capitalised sums and any other payments or liabilities under the terms of this Part of this Schedule shall be limited to £5,000,000 (five million pounds) for any one occurrence or all occurrences of a series arising out of the one original cause.

As built drawings

184. As soon as reasonably practicable following the completion of the construction of the authorised development, the undertaker must provide to the Canal & River Trust as built drawings of any specified works in a form and scale to be agreed between the undertaker and the Canal & River Trust to show the position of those works in relation to the waterway.

Decommissioning

185. Where the decommissioning plan identifies activities which may impact the waterway, the protective provisions in this Part of this Schedule will, so far as appropriate, apply to those activities as if they were a specified work.

PART 14

FOR THE PROTECTION OF UNIPER UK LIMITED

186. For the protection of Uniper as referred to in this Part of this Schedule the following provisions will, unless otherwise agreed in writing between the undertaker and Uniper, have effect.

187. In this Part of this Schedule—

“acceptable credit provider” means a bank or financial institution with a credit rating that is not lower than—

- (a) “A-” if the rating is assigned by Standard & Poor’s Ratings Group or Fitch Ratings; and
- (b) “A3” if the rating is assigned by Moody’s Investors Services Inc.;

“acceptable insurance” means a third party liability insurance effected and maintained by the undertaker or its contractor with a limit of indemnity of not less than [£50,000,000 (fifty million pounds)] per occurrence or series of occurrences arising out of one event or such lower amount as approved by Uniper, arranged with an internationally recognised insurer of repute operating in the London and worldwide insurance market underwriters whose security/credit rating meets the same requirements as an “acceptable credit provider” (including any replacement insurance pursuant to paragraph 195(6)), such insurance to be maintained for the construction of that part or parts of the authorised development which constitute specified works and such policy must include (but without limitation)—

- (a) a waiver of subrogation and an indemnity to principal clause in favour of Uniper; and
- (b) contractors’ pollution liability for third party property damage and third party bodily damage arising from pollution, contamination or environmental harm with cover of £[TBC] per event of £[TBC] in aggregate;

“acceptable security” means either—

- (a) a parent company guarantee from a parent company in favour of Uniper to cover the undertaker’s liability to Uniper up to a total liability cap of £50,000,000 (fifty million pounds) or such lower amount as approved by Uniper (in a form reasonably satisfactory to Uniper and where required by Uniper, accompanied by a legal opinion confirming the due capacity and authorisation of the parent company to enter into and be bound by the terms of such guarantee) including any replacement parent company pursuant to paragraph 195(6); or
- (b) a bank bond or letter of credit from an acceptable credit provider in favour of Uniper to cover the undertaker’s liability to Uniper for an amount of not less than [£10,000,000 (ten million pounds)] per asset per event up to a total liability cap of £50,000,000 (fifty million pounds) or such lower amount as approved by Uniper (in a form reasonably satisfactory to Uniper) which includes any replacement bank bond or letter of credit pursuant to paragraph 195(6);

“alternative apparatus” means alternative apparatus to the satisfaction of Uniper to enable Uniper to fulfil its functions in a manner no less efficient than previously;

“apparatus” means—

- (a) any fixed and moveable items, which forms, or may form, part of Uniper’s system, including cavities, chambers, pipelines, valves, ventilators, pumps, compressors, pumping or compression systems, control systems and any associated cables (including high voltage, low voltage and datacoms) and any equipment in which electrical conductors are used,

supported, or otherwise form, or may form, part of the system, cathodic protection systems, roads, compounds and equipment owned by Uniper;

- (b) any other equipment or apparatus belonging to or maintained by Uniper or apparatus and such other equipment or apparatus constructed that becomes operational for the purposes of Uniper's functions including any structure in which equipment or apparatus is, or will be, lodged or which gives, or will give, access to apparatus; and
- (c) any replacement equipment or apparatus as required or determined by Uniper;

“as-built records” means each as-built record or document prepared by the undertaker or delivered to the undertaker by its subcontractors or any other person carrying out the specified works;

“authorised development” has the same meaning as in article 2 of this Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Part of this Schedule;

“commence” has the same meaning as in article 2 of this Order and “commencement” will be construed to have the same meaning save that for the purposes of this Part of this Schedule the terms “commence” and “commencement” include operations consisting of ecological or archaeological investigations, investigations for the purpose of assessing and monitoring ground conditions and levels (including drilling and making trial or bore holes), remedial work in respect of any pollution, contamination or other adverse ground conditions, erection of any temporary means of enclosure, receipt and erection of construction plant and equipment, diversion and laying of underground apparatus (including cables) and site clearance (including removal of vegetation) or any other activities being undertaken under, over, across, along or upon the apparatus or alternative apparatus in land;

“deed of consent” means a deed of consent, crossing or proximity agreement, deed of easement, deed of variation or new deed of grant agreed between the parties;

“emergency works” has the meaning given to it in section 52 of the 1991 Act;

“good industry practice” means exercising the degree of skill, diligence, prudence, foresight and care reasonably expected of a skilled and experienced solar developer, which includes obtaining all necessary permits and compliance with any safety rules;

“functions” includes powers and duties;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“including” or “include” are to be construed without limitation, and such general words are not to be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words and references to “such as” or “for example” must be construed accordingly;

“insolvency related event” means, in respect of any person, any step, process, application, filing in court, order, proceeding, notice or appointment is taken or made by or in respect of such person in relation to the Banking Act 2009 special resolution regime or for a moratorium, composition, compromise or arrangement with creditors, administration, liquidation (other than for the purposes of amalgamation or reconstruction), dissolution, receivership (administrative or otherwise), distress (or the taking control of goods procedure set out in the Tribunals, Courts and Enforcement Act 2007) or execution in any jurisdiction or such person becomes insolvent or is unable or is deemed unable to pay its debts, suspends making payments on its debts, as they fall due in accordance with the law of any application jurisdiction;

“maintain” and “maintenance” include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of Uniper including retain, lay, construct, use, maintain, repair, protect, access, alter, inspect, renew, replace, enlarge, decommission or remove the apparatus or alternative apparatus;

“parent company” means—

- (a) a parent company of the undertaker acceptable to and approved by Uniper acting reasonably; or

(b) where a parent company is subject to an insolvency related event, a replacement parent company approved by Uniper acting reasonably;

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and mitigation measures (including but not limited to integrity reports), earthing philosophies, proposed land and road crossings and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

“representative” means Uniper’s directors, officers, employees, agents, consultants and advisers;

“specified works” means any of the authorised development or activities undertaken in association with the authorised development which—

(a) will or may be situated over, under, across, along, upon or within 15 metres measured in any direction of any apparatus, excluding any high pressure pipelines to which paragraph (b) below shall apply;

(b) will or may be situated over, under, across, along, upon or within 50 metres measured in any direction of any high pressure pipeline; or

(c) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 193(2) or otherwise; and

“Uniper” means Uniper UK Limited incorporated in England with company number 2796628 and whose registered office is at Compton House 2300 The Crescent, Birmingham Business Park, Birmingham, England, B37 7YE and for the purposes of this Part of this Schedule is a “statutory undertaker”.

188. Except for paragraphs 189 (apparatus of Uniper in streets subject to temporary prohibition or restriction of use and public rights of way), 192 (retained apparatus), 193 (removal of apparatus), 194 (expenses) and 195 (indemnity) of this Part of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of Uniper, the other provisions of this Part of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and Uniper are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of Uniper in streets subject to temporary prohibition or restriction of use and public rights of way

189. Notwithstanding the temporary prohibition or restriction of use or diversion of any street or public right of way under the powers of article 11 (temporary prohibition or restriction of use of streets and public rights of way), Uniper will be at liberty at all times to take all necessary access across any such street or public right of way and to execute and do all such works and things in, upon or under any such street or public right of way as it would have been entitled to do immediately before such temporary prohibition or restriction of use or diversion in respect of any apparatus which at the time of the prohibition or restriction of use or diversion was in that street or public right of way.

Protective works to buildings

190. The undertaker, in the case of the powers conferred by article 18 (protective works to buildings), must exercise those powers in accordance with paragraph 192 so as not to obstruct or render less convenient the access to any apparatus or alternative apparatus without the written consent of Uniper.

Acquisition of land

191.—(1) Regardless of any provision in this Order or anything shown on the land plan or contained in the book of reference to the Order, the undertaker may not appropriate or acquire any land interest of Uniper or appropriate, acquire, extinguish, interfere with or override any easement or other interest or right or apparatus of Uniper otherwise than by agreement.

(2) As a condition of agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised development (or in such other timeframe as may be agreed between Uniper and the undertaker) that are subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of Uniper or affects the provisions of any enactment or agreement regulating the relations between Uniper and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as Uniper reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between Uniper and the undertaker acting reasonably and which must be no less favourable on the whole to Uniper unless otherwise agreed by Uniper, and the undertaker will use reasonable endeavours to procure or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by any part of the authorised development.

(3) Any agreement or consent granted by Uniper under paragraph 192 or any other paragraph of this Part of this Schedule will not be taken to constitute agreement under this paragraph.

(4) Where an undertaker acquires land which is subject to a right or interest of Uniper (including, without limitation, easements and agreements relating to rights or other interests), Uniper must—

- (a) retain any notice of the existing easement, right or other interest of Uniper on the title to the relevant land when registering the undertaker's title to such acquired land; and
- (b) where no such notice of the existing easement, right or other interest of Uniper exists in relation to such acquired land or any such notice is registered only on the Land Charges Register) include (with its application to register title to the undertaker's interest in such acquired land at the Land Registry) a notice of Uniper's easement, right or other interest in relation to such acquired land.

Retained apparatus

192.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to Uniper at the address stated in paragraph 199, a plan in respect of those works.

(2) The plan to be submitted to Uniper under sub-paragraph (1) must include all comprehensive risk assessments (including any quantitative risk assessments) and any method statement describing—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant etc;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;
- (f) any changes to the land drainage systems, temporary crossing designs, traffic management plans, health and safety management plans, emergency response plans, planned changes or rerouting of any assets and their corresponding design codes, earth schedules and earthing risk assessments;
- (g) any recommendations and/or mitigation measures to avoid interference with, or loss or damage to the apparatus (including damage caused by passing over the apparatus by heavy construction machinery) and related remedies should such mitigation measures fail;
- (h) any intended maintenance regimes; and
- (i) a programme of the works, including any proposed start dates and the anticipated duration of the works.

(3) The undertaker must not commence any works to which sub-paragraphs (1) and (2) apply until Uniper has given written approval of the plan so submitted and the undertaker and Uniper have conducted a joint site walk on the land where such works will be carried out.

(4) Any approval of Uniper required under sub-paragraph (3)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (5) or (7); and
- (b) must not be unreasonably withheld or delayed.

(5) In relation to any work to which sub-paragraphs (1) or (2) apply, the undertaker will provide any additional information or documentation as requested by Uniper, acting reasonably, and Uniper may require modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) and (2) or as relevant sub-paragraph (4) and (5), as approved or as amended from time to time by agreement between the undertaker and Uniper and in accordance with all conditions imposed under sub-paragraph (4)(a) by Uniper for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Uniper (or its representative) will be entitled to attend any meetings related to the specified works and watch, monitor and inspect the execution of those works.

(7) Where Uniper requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to Uniper's satisfaction prior to the commencement.

(8) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the authorised development, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan;

(9) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works, provided that—

- (a) in respect of danger to persons it must give to Uniper notice as soon as is reasonably practicable by calling Uniper's emergency telephone line on 0800 389 4795 or such other telephone number notified by Uniper to the undertaker in writing;
- (b) in respect of danger to property it shall notify Uniper in accordance with paragraph (a), before any emergency works are commenced by or on behalf of the undertaker; and
- (c) in each case, as soon as is reasonably practicable give to Uniper a plan of those works and must—
 - (i) comply with sub-paragraphs (5) to (7) insofar as is reasonably practicable in the circumstances; and
 - (ii) comply with sub-paragraph (10) at all times.

(10) At all times when carrying out any works authorised under the Order the undertaker must comply with, and use reasonable endeavours to procure compliance by any party acting on its behalf with, all applicable law and good industry practice. The undertaker must procure that any party carrying out any works on the land on its behalf has knowledge of the apparatus, its location (including as illustrated by a site map) and procure that the obligations contained in this Part of this Schedule are adhered to by such parties working on the land on its behalf.

(11) The undertaker must prepare and keep up to date a complete set of red-lined as-built records of the execution of the specified works, showing the exact as-built locations, sizes and details of such works as executed and the undertaker must submit the as-built records to Uniper no later than five working days after the completion of the specified works and Uniper may specify the number of copies of any as-built records acting reasonably.

Removal or replacement of apparatus

193.—(1) The undertaker is not permitted to remove, move or replace any apparatus in land without the prior written consent of Uniper.

(2) If, in the exercise of the powers conferred by the Order, the undertaker has exercised its compulsory purchase powers to acquire any interest in or possesses temporarily any Order land in

which any apparatus is placed and has the power to move, replace or remove that apparatus, it must not do so under this Part of this Schedule and any right of Uniper to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of Uniper in accordance with sub-paragraphs (3) to (7) inclusive.

(3) If, for the purpose of executing any specified works in, on, under or over any land held, appropriated or used under this Order pursuant to exercising its compulsory purchase powers the undertaker requires the replacement or removal of any apparatus placed in that land it must give to Uniper no less than 56 days advance written notice of that requirement, together with a plan of the work proposed, and where applicable, the proposed replacement apparatus or the position of any alternative apparatus to be provided or constructed and in that case provided that where—

- (a) the undertaker requires the replacement of any apparatus placed in that land, it must be replaced with identical apparatus, provided that if identical apparatus is not available, it must not be replaced with any apparatus that is less advanced than the apparatus being replaced and must either be—
 - (i) replaced with apparatus on a similar or equivalent basis (i.e. like-for-like basis); or
 - (ii) where it cannot be replaced on a similar or equivalent basis, then it must be replaced with more enhanced apparatus; and
- (b) the undertaker requires the removal of any apparatus placed in that land (or if in consequence of the exercise of any of the powers conferred by this Order Uniper reasonably needs to remove any of its apparatus), Uniper must, subject to sub-paragraph (5), secure any necessary consents for the alternative apparatus and afford to Uniper to its satisfaction the necessary facilities and rights for the construction of alternative apparatus in other land of or land secured by Uniper and subsequently for the maintenance of that apparatus.

(4) Prior to any removal or any replacement of the apparatus pursuant to this paragraph, the parties must agree the value attributable to such apparatus or alternative apparatus and, prior to any replacement or removal, if such value cannot be agreed between the parties, such value will be determined in accordance with paragraph 198 (arbitration).

(5) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (3), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the undertaker must take all steps required in the circumstances to assist Uniper to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(6) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between the undertaker and Uniper.

(7) Uniper must, after the alternative apparatus to be provided or constructed has been agreed, and subject to a written agreement having been entered into between the parties and the grant to Uniper of any such facilities and rights as are referred to in sub-paragraph (3) or (5), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

Expenses

194.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to Uniper within 30 days of receipt of an invoice, all charges, costs and expenses incurred, or reasonably anticipated to be incurred, by Uniper in, or in connection with, the inspection, removal, relaying or replacing, alteration, repair, remediation or restoration of or protection of any apparatus or alternative apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any powers conferred on the undertaker, pursuant to the Order (including in the execution of any authorised development as is referred to in this Part of this Schedule) including without limitation—

- (a) in connection with the cost of the carrying out of any assessment of Uniper's apparatus under P.S.R 1996 and G.S.M.R reasonably necessary as a consequence of the authorised development;
- (b) implementing any mitigation measures required as a result of any assessment referred to in sub-paragraph (a) reasonably necessary as a consequence of the authorised development;
- (c) the approval of plans;
- (d) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works; and
- (e) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) For the purposes of calculating the sums payable pursuant to sub-paragraph (1) above, in the case of the replacement or removal of apparatus, the following applies—

- (a) where apparatus is removed under the provisions of this Part of this Schedule and which will not re-used as part of the apparatus or alternative apparatus, there will be excluded from any sum payable under sub-paragraph (1) the value of the apparatus being removed; and
- (b) subject to paragraph 193(3)(a), when replacing existing apparatus, there will be deducted from any sum payable under sub-paragraph (1) the value of that apparatus being removed under the provisions of this Part of this Schedule and which is not re-used as part of the apparatus or alternative apparatus, except that the value of any apparatus or alternative apparatus used to replace the apparatus being removed will be included in the sum payable under sub-paragraph (1), such value being agreed between the parties (or as determined in accordance with paragraph 198 (arbitration)) prior to any removal or replacement of the apparatus,

provided that, in each case, all charges, costs and expenses reasonably incurred, or reasonably anticipated to be incurred, by Uniper in, or in connection with the works required for the removal or replacement of such apparatus will be included in the sum payable under sub-paragraph (1).

(3) If, in accordance with sub-paragraph (2), any existing apparatus is replaced with enhanced apparatus where the undertaker's consent has not been obtained by Uniper (or where disputed in accordance with paragraph 198 (arbitration), decided not to be necessary), then, if the construction expenses for this replacement surpass the construction expenses that would have been paid for similar or equivalent apparatus then any excess costs will be borne by Uniper, except that where it is not possible in the circumstances to obtain similar or equivalent apparatus, full costs will be payable by the undertaker.

(4) Any amount which apart from this sub-paragraph would be payable to Uniper in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on Uniper any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

Indemnity

195. —(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any part of the authorised development, any loss or damage is caused to any apparatus, alternative apparatus or property of Uniper, or there is any interruption in any services provided, or in the supply of any goods, or in the use of the apparatus or alternative apparatus (as applicable) by Uniper, the undertaker must—

- (a) bear and pay the costs reasonably incurred by Uniper in making good such loss or damage or in restoring the supply or its use;
- (b) make compensation to Uniper for any other expenses, loss, damages, penalty or costs incurred by Uniper, by reason or in consequence of any such loss, damage or interruption; and

- (c) indemnify Uniper for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Uniper, by reason or in consequence of any such damage or interruption or Uniper becoming liable to any third party (an “indemnity claim”).
- (2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to—
- (a) any damage or interruption to the extent that it is attributable to the act, neglect or default of Uniper or its representatives; or
 - (b) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption which is not reasonably foreseeable.
- (3) Uniper must give the undertaker reasonable notice of an indemnity claim and no settlement or compromise is to be made that is prejudicial to the undertaker without the consent of the undertaker (not to be unreasonably withheld) which, if it withholds such consent, it will assume the sole conduct of the indemnity claim, provided that if the undertaker does not assume the sole conduct of the indemnity claim within 30 days of the indemnified claim being notified to it, Uniper, or a person designated by Uniper, may conduct the indemnity claim in such manner as it may deem appropriate and the undertaker will indemnify Uniper for any costs and expenses incurred in connection with defending any such indemnity claim.
- (4) The undertaker will give assistance to Uniper, as requested, in connection with an indemnity claim (including circumstances where Uniper reasonably believes may give rise to an action, claim or demand by a third party).
- (5) The undertaker undertakes not to commence construction (and not to permit the commencement of such construction) of any specified works until the following conditions are satisfied—
- (a) unless and until Uniper is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has first provided the acceptable security (and unless otherwise agreed by Uniper acting reasonably provided evidence that it will maintain such acceptable security for the construction period of the specified works from the proposed date of commencement of construction of the specified works) and Uniper has confirmed the same to the undertaker in writing; and
 - (b) unless and until Uniper is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and unless otherwise agreed by Uniper acting reasonably provided evidence to Uniper that it will maintain such acceptable insurance for the construction period of the specified works from the proposed date of commencement of construction of the specified works) and Uniper has confirmed the same in writing to the undertaker.
- (6) The undertaker agrees that if, during any period of time that acceptable insurance or acceptable security is required to be maintained by this Part of this Schedule, the acceptable security or acceptable insurance expires or terminates, ceases to fulfil the criteria of acceptable security or acceptable insurance, ceases to be in full force and effect or becomes invalid or unenforceable for the purpose of this Part of this Schedule or an insolvency-related event occurs in respect of the undertaker or the parent company, then the relevant security or insurance will no longer constitute acceptable security or acceptable insurance (as applicable) and will promptly be replaced by the undertaker with alternative acceptable security or acceptable insurance as approved by the undertaker.
- (7) In the event that the undertaker fails to comply with sub-paragraph (4) nothing in this Part of this Schedule will prevent Uniper from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.
- (8) Uniper must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within Uniper’s reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of Uniper’s control and if reasonably

requested to do so by the undertaker Uniper must provide an explanation of how the claim has been minimised, where relevant.

Co-operation

196.—(1) Where, in consequence of the proposed construction of any of the authorised development, Uniper makes requirements for the protection or alteration of apparatus under paragraph 192(4), the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe, efficient and economic operation of Uniper’s apparatus and Uniper must use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever Uniper’s consent, agreement or approval to is required in relation to plans, documents or other information submitted by Uniper or the taking of action by Uniper, it must not be unreasonably withheld or delayed.

Access

197. If in consequence of the agreement reached in accordance with paragraph 191(1) or otherwise as granted by this Order the access to any apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Uniper (or representative) in respect of the apparatus) is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable Uniper (or its representative) to maintain or use the apparatus no less effectively than was possible before such obstruction. For the avoidance of doubt, Uniper (or its representative) will be entitled to access its apparatus in the land at all times.

Arbitration

198. Any difference or dispute arising between the undertaker and Uniper under this Part of this Schedule must be determined by arbitration in accordance with article 42 (arbitration).

Notices

199. Any notice, statement, request, plan or any other written communication (including the plan to be provided at paragraph 192) to be given or made in respect of this Part of this Schedule by the undertaker must be given or made in writing FAO Lead Pipeline Engineer, Uniper Pipelines Team, Pipelines Office, Uniper Killingholme Power Station, Chase Hill Road, Killingholme, North Lincolnshire, DN40 3LU and pipelinesuk@uniper.energy or such other address as Uniper may have notified to the undertaker from time to time.

PART 15

FOR THE PROTECTION OF EXOLUM PIPELINE SYSTEM LIMITED

Application

200.—(1) For the protection of Exolum the following provisions, unless otherwise agreed in writing at any time between the undertaker and Exolum, have effect.

(2) In this Part of this Schedule, the following terms have the following meanings—

“additional rights” means rights for the construction and for access to and for the use, protection, inspection, maintenance, repair and renewal of retained apparatus including any restrictions on the landowner and occupiers for the protection of the retained apparatus and to allow Exolum to perform its functions;

“alternative apparatus” means alternative apparatus adequate to enable Exolum to fulfil its functions as a pipeline operator in a manner not less efficient than previously;

“alternative rights” means rights for the construction and for access to and for the use, protection, inspection, maintenance, repair and renewal of alternative apparatus including any restrictions on the landowner and occupiers for the protection of the alternative apparatus and to allow Exolum to perform its functions;

“apparatus” means the pipeline and storage system and any ancillary apparatus owned or operated by Exolum and includes—

- (a) any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;
- (b) any ancillary works, all protective wrappings, valves, sleeves and slabs, cathodic protection units, together with ancillary cables and markers;
- (c) such legal interest, and benefit of property rights and covenants as are vested in respect of these items;

and, where the context requires, includes alternative apparatus;

“Exolum” means Exolum Pipeline System Ltd (company registration number 09497223 whose registered office is 1st Floor 55 King William Street, London, England, EC4R 9AD) and for the purpose of enforcing the benefit of any provisions in this Part of this Schedule, any group company of Exolum Pipeline System Ltd and in all cases any successor in title;

“functions” includes powers, duties and commercial undertaking;

“in” in a context referring to apparatus in land includes a reference to apparatus under, over or upon land;

“plan” includes all designs, drawings, sections, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary to allow Exolum to assess the restrictive works to be executed properly and sufficiently and in particular must describe—

- (a) the position of the works as proposed to be constructed or renewed;
- (b) the level at which the works are proposed to be constructed or renewed;
- (c) the manner of the works’ construction or renewal including details of excavation, positioning of plant etc.;
- (d) the position of the affected apparatus and/or premises and any other apparatus belonging to another undertaker that may also be affected by the restrictive works;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;
- (f) any intended maintenance regime;
- (g) details of the proposed method of working and timing of execution of works; and
- (h) details of vehicle access routes for construction and operational traffic;

“premises” means land that Exolum owns, occupies or otherwise has rights to use including but not limited to storage facilities, administrative buildings and jetties;

“protective works” means works for the inspection and protection of apparatus; and

“restrictive works” means any works that are near to, or will or may affect any apparatus or premises including—

- (a) all works within 15 metres measured in any direction of any apparatus including embankment works and those that involve a physical connection or attachment to any apparatus;
- (b) the crossing of apparatus by other utilities;
- (c) the use of explosives within 400 metres of any apparatus;
- (d) piling, undertaking of a 3D seismic survey or the sinking boreholes within 30 metres of any apparatus; and
- (e) all works that impose a load directly upon the apparatus, wherever situated,

whether carried out by the undertaker or any third party in connection with the authorised development.

Acquisition of apparatus

201. —(1) Regardless of any other provision in the Order or anything shown on the land plan—

- (a) the undertaker must not, otherwise than by agreement with Exolum, acquire any apparatus, Exolum's rights in respect of apparatus or any of Exolum's interests in the Order land;
- (b) where the undertaker acquires the freehold of any land in which Exolum holds an interest, the undertaker must afford to or secure for Exolum such rights in land in substitution for any right which would be extinguished by that acquisition (the replacement rights). These replacement rights must be granted upon substantially the same terms and conditions as the right to be extinguished, unless otherwise agreed between the undertaker and Exolum, and must be granted or put in place contemporaneously with the extinguishment of the right which they replace;
- (c) the undertaker must not, otherwise than in accordance with this Part of this Schedule—
 - (i) obstruct or render less convenient the access to any apparatus;
 - (ii) interfere with or affect Exolum's ability to carry out its functions as an oil pipeline operator;
 - (iii) require that apparatus is relocated or diverted; or
 - (iv) remove or required to be removed any apparatus;
- (d) any right of Exolum to maintain, repair, renew, adjust, alter or inspect apparatus must not be extinguished by the undertaker until any necessary alternative apparatus has been constructed and it is in operation and the alternative rights have been granted, all to the reasonable satisfaction of Exolum; and
- (e) any right of Exolum to access the Exolum operations must not be extinguished until necessary alternative access has been provided to Exolum's reasonable satisfaction.

(2) Prior to the carrying out of any restrictive works or any works authorised by this Order that will affect the apparatus, and if required by Exolum, the parties must use their reasonable endeavours to negotiate and enter into such deeds of consent (crossing consent) and (if considered necessary) variations to the existing rights upon such terms and conditions as may be agreed between Exolum and the undertaker acting reasonably and which must be no less favourable on the whole to Exolum than this Part of this Schedule, and the undertaker will use reasonable endeavours to procure and secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such works.

(3) Where the undertaker acquires land which is subject to any existing rights and the provisions of paragraph 202(4) do not apply, the undertaker must—

- (a) retain any notice of the existing rights of Exolum on the title to the relevant land when registering the undertaker's title to such acquired land;
- (b) (where no such notice of the existing rights or other interest exists in relation to such acquired land or any such notice is registered only on the Land Charges Register) include (with an application to register title to the undertaker's interest in such acquired land at the Land Registry) a notice of the existing rights or other interest in relation to such acquired land; and
- (c) provide up to date official entry copies to Exolum within 20 working days of receipt of such up to date official entry copies.

(4) Where the undertaker takes temporary possession of any land or carries out survey works on land in respect of which Exolum has apparatus—

- (a) where reasonably necessary, Exolum may exercise its rights to access such land;
 - (i) in an emergency, without notice; and

- (ii) in non-emergency circumstances, having first given not less than 14 days' written notice to the undertaker in order to allow the parties to agree the timing of their respective works during the period of temporary possession; and
- (b) the undertaker must not remove or in any way alter Exolum's rights in such land, unless in accordance with the provisions of this Order.

Removal of apparatus and rights for alternative apparatus

202.—(1) If, having used all reasonable endeavours to implement the authorised development without the removal of any apparatus—

- (a) the undertaker reasonably requires the removal of any apparatus; or
- (b) Exolum reasonably requires the removal of any apparatus,

then the relevant party must give written notice of that requirement to the other.

(2) The parties must use their reasonable endeavours to produce a plan of the work proposed and a plan of the proposed position of the alternative apparatus to be provided or constructed.

(3) The undertaker must afford to Exolum the necessary facilities and rights for the construction of alternative apparatus and subsequently the grant of alternative rights in accordance with paragraph 203.

(4) Any alternative apparatus is to be constructed in land owned by the undertaker or in land in respect of which alternative rights have been or are guaranteed to be granted to Exolum. The alternative apparatus must be constructed in such manner and in such line or situation as may be agreed between Exolum and the undertaker or in default of agreement settled by arbitration in accordance with article 42 (arbitration).

(5) After the details for the works for alternative apparatus to be provided or constructed have been agreed or settled in accordance with article 42 (arbitration), and after the grant to Exolum of any such facilities and rights as are referred to in sub-paragraph (4), Exolum must proceed as soon as reasonably practicable using reasonable endeavours to construct and bring into operation the alternative apparatus and subsequently to remove (or if agreed between the parties to allow the undertaker to remove) any redundant apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) The following sub-paragraphs (7) and (8) only apply if—

- (a) Exolum fails to comply with its obligations under sub-paragraph (5) to remove any redundant apparatus; and
- (b) the undertaker has served notice on Exolum specifying the default; and
- (c) Exolum has failed to remedy the default within 28 days.

(7) In the circumstances set out in sub-paragraph (6), if the undertaker then gives notice in writing to Exolum that it desires itself to remove the redundant apparatus, that work, instead of being executed by Exolum, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of Exolum.

(8) Nothing in sub-paragraph (7) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 3000 millimetres of the apparatus unless that apparatus is redundant and disconnected from Exolum's remaining system.

Facilities and Rights for alternative apparatus

203.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to Exolum facilities and rights for the construction of alternative apparatus and the grant of alternative rights, in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Exolum and must be materially no less favourable on the whole to Exolum than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by Exolum, in accordance

with this Part of this Schedule or in default of agreement settled by arbitration in accordance with article 42 (arbitration).

(2) Alternative rights must be granted before any alternative apparatus is brought into use.

(3) The parties agree that the undertaker must use reasonable endeavours to procure the grant of the alternative rights by way of a 999 year sub-soil lease, substantially in the form of Exolum's precedent from time to time as amended by written agreement between the parties acting reasonably, or such other form of agreement as the parties otherwise agree acting reasonably.

(4) Nothing in this Part of this Schedule or contained in the alternative rights requires Exolum to divert or remove any alternative apparatus.

(5) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of Exolum less favourable on the whole to Exolum than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, Exolum may refer the matter to arbitration in accordance with article 42 (arbitration).

Retained apparatus and alternative apparatus: protection

204.—(1) Before commencing the execution of any restrictive works, the undertaker must submit to Exolum a plan of the works to be executed and any other information that Exolum may reasonably require to allow Exolum to assess the works.

(2) No restrictive works are to be commenced until the plan to be submitted to Exolum under sub-paragraph (1) has been approved by Exolum in writing (acting reasonably) and are to be carried out only in accordance with the details submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be notified to the undertaker in writing in accordance with sub-paragraph (3) by Exolum.

(3) Any approval of Exolum in respect of restrictive works may be given subject to such reasonable requirements as Exolum may require to be made for—

- (a) the continuing safety and operational viability of any apparatus;
- (b) the requirement for Exolum to have reasonable access with or without vehicles to inspect, repair, replace, maintain and ensure the continuing safety and operation or viability of any apparatus; and
- (c) the requirement for Exolum to be entitled to watch and inspect the execution of restrictive works to ensure the continuing safety and operational viability of any apparatus and ensure compliance with the agreed plan,

providing such reasonable requirements will be notified to the undertaker in writing.

(4) Where reasonably required by either party, in view of the complexity of any proposed works, timescales, phasing or costs, the parties must with due diligence and good faith negotiate a works agreement for the carrying out of protective works or the installation of alternative apparatus.

(5) If in consequence of the works notified to Exolum by the undertaker under sub-paragraph (1), the circumstances in paragraph 202 apply, then the parties must follow the procedure in paragraph 202 onwards.

(6) Nothing in sub-paragraphs (1) to (5) precludes the undertaker from submitting prior to the commencement of works to protect retained apparatus or to construct alternative apparatus (unless otherwise agreed in writing between the undertaker and Exolum) a new plan, instead of the plan previously submitted, in which case the parties must re-run the procedure from sub-paragraph (1) onwards.

(7) Where Exolum reasonably requires protective works, the parties must use their reasonable endeavours to produce a plan of the work proposed and a plan of the proposed position of any physical features to be provided or constructed.

(8) The undertaker must afford to Exolum the necessary facilities and rights for the construction of protective works and subsequently the grant of additional rights in accordance with paragraph 203.

(9) Any protective works are to be constructed in land owned by the undertaker or in land in respect of which additional rights have been or are guaranteed to be granted to Exolum. The protective works must be constructed in such manner and in such line or situation as may be agreed between Exolum and the undertaker or in default of agreement settled by arbitration in accordance with article 42 (arbitration).

(10) After the details for the protective works to be provided or constructed have been agreed or settled in accordance with article 42 (arbitration), and after the grant to Exolum of any such facilities and rights as are referred to in paragraph 202(3), Exolum must proceed as soon as reasonably practicable using reasonable endeavours to construct and bring into operation the protective works.

Cathodic protection testing

205. —(1) Where in the reasonable opinion of Exolum or the undertaker—

- (a) the authorised development might interfere with the cathodic protection forming part of apparatus; or
- (b) any apparatus might interfere with the proposed or existing cathodic protection forming part of the authorised development,

Exolum and the undertaker must co-operate in undertaking the tests which they consider reasonably necessary for ascertaining the nature and extent of such interference and measures for providing or preserving cathodic protection.

(2) The Parties must carry out the works and enter into such agreements as are necessary to implement the measures for providing or preserving cathodic protection.

Expenses

206. —(1) Subject to the following provisions of this paragraph 206, the undertaker must pay to Exolum the reasonable and properly incurred costs and expenses (including reasonable staffing costs if work is carried out in-house) incurred by Exolum in, or in connection with—

- (a) undertaking its obligations under this Part of this Schedule including—
 - (i) the installation, inspection, removal, alteration, testing or protection of any apparatus, alternative apparatus and protective works;
 - (ii) the execution of any other works under this Part of this Schedule; and
 - (iii) the review and assessment of plans;
- (b) the watching of and inspecting the execution of the authorised development, any restrictive works and any works undertaken by third parties as a result of authorised development (including the assessment of plans); and
- (c) imposing reasonable requirements for the protection or alteration of apparatus affected by the authorised development or works as a consequence of the authorised development in accordance with paragraph 204(3),
together with any administrative costs properly and reasonably incurred by Exolum.

(2) There will be no deduction from any sum payable under sub-paragraph (1) as a result of—

- (i) the placing of apparatus of a better type, greater capacity or of greater dimensions, or at a greater depth than the existing apparatus, to the extent Exolum has acted reasonably in procuring such apparatus;
- (ii) the placing of apparatus in substitution of the existing apparatus that may defer the time for renewal of the existing apparatus in the ordinary course; or
- (iii) the scrap value (if any) of any apparatus removed.

(3) Upon the submission of proper and reasonable estimates of costs and expenses to be incurred by Exolum, the undertaker shall pay Exolum sufficiently in advance to enable Exolum to undertake its obligations under this Part of this Schedule in a manner that is neutral to its cash flow provided that in the event that the costs incurred by Exolum are less than the amount paid by the undertaker pursuant to this sub-paragraph (3) then Exolum shall within 35 days of payment being made by Exolum for the costs anticipated in the costs and expenses estimates, repay any overpayment to the undertaker.

Damage to property and other losses

207. —(1) Subject to sub-paragraphs (2) to (7), the undertaker shall—

- (a) indemnify Exolum for all reasonably incurred loss, damage, liability, costs and expenses suffered or reasonably incurred by Exolum arising out of—
 - (i) the carrying out of works under this Part of this Schedule;
 - (ii) the carrying out of the authorised development;
 - (iii) the use or occupation of land over or in the vicinity of any apparatus or in the vicinity of any premises in connection with the carrying out of the authorised development;
 - (iv) any injury or damage whatsoever to any property, real or personal, including the property of Exolum; and
 - (v) any matters arising out of or in connection with this Order;
- (b) indemnify Exolum against any claim made against, or loss suffered by, Exolum as a result of any act or omission committed by the undertaker's officers, employees, contractors or agents whilst on or in the vicinity of any apparatus or premises for the purposes of carrying out any activity authorised by this Order;
- (c) pay to Exolum, in accordance with the terms of the provisions of this Part of this Schedule, the cost reasonably incurred by Exolum in making good any damage to the apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) arising out of the carrying out of works under this Part of this Schedule and arising out of the carrying out of the authorised development; and
- (d) pay to Exolum the cost reasonably incurred by Exolum in stopping, suspending and restoring the supply through its apparatus in consequence of the carrying out of works under this Part of this Schedule or the carrying out of the authorised development;

and make reasonable compensation to Exolum for any other expenses, losses, damages, penalty or costs incurred by Exolum by reason or in consequence of any such damage or interruption including all claims by third parties.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption which is not reasonably foreseeable.

(3) The fact that any act or thing may have been done by Exolum on behalf of the undertaker or in accordance with a plan approved by Exolum or in accordance with any requirement of Exolum or under its supervision shall not, subject to sub-paragraph (4), excuse the undertaker from liability under the provisions of sub-paragraph (1).

(4) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the negligent act, neglect or default of Exolum, its officers, servants, contractors or agents.

(5) The undertaker and Exolum shall at all times take reasonable steps to prevent and mitigate any loss, damage, liability, claim, cost or expense (whether indemnified or not) which either suffers in connection with this Part of this Schedule.

(6) The undertaker warrants that it will use reasonable endeavours to ensure—

- (a) the information it or any of its employees, agents or contractors provide to Exolum about the plans or the authorised development and on which Exolum relies in the design of and carrying out of any works is accurate; and
- (b) the undertaker or any of its employees, agents or contractors have exercised all the reasonable skill, care and diligence to be expected of a qualified and experienced member of their respective profession.

(7) Exolum must give the undertaker reasonable notice of any such claim or demand to which sub-paragraph (2) applies.

Insurance

208.—(1) The undertaker must not carry out any restrictive works unless and until Exolum has confirmed to the undertaker in writing that it is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker (or its contractor) has procured acceptable professional indemnity insurance and public liability insurance with minimum cover of £25 million per event, with respect to the carrying out of the works.

(2) The undertaker shall maintain such insurance for the construction period of the authorised development from the proposed date of commencement of the authorised development unless otherwise agreed in writing with Exolum.

Co-operation and reasonableness

209.—(1) Where apparatus is required to be protected, altered, diverted or removed under this Part of this Schedule, the undertaker must use all reasonable endeavours to co-ordinate the execution of any works under this Part of this Schedule—

- (a) in the interests of safety;
- (b) in the interest of the efficient and economic execution of both Exolum’s works and the authorised development; and
- (c) taking into account the need to ensure the safe and efficient operation of the apparatus and carrying out of Exolum’s functions.

(2) Exolum must use its reasonable endeavours to co-operate with the undertaker for the purposes outlined in sub-paragraph (1).

(3) The undertaker and Exolum will act reasonably in respect of any given term of this Part of this Schedule and, in particular (without prejudice to generality), where any approval, consent or expression of satisfaction is required by this Part of this Schedule it must not be unreasonably withheld or delayed.

Emergency circumstances

210.—(1) The undertaker acknowledges that Exolum provides services to His Majesty’s Government, using the apparatus, which may affect any works to be carried under this Part of this Schedule and the authorised development.

(2) In the following circumstances, Exolum may on written notice to the undertaker immediately suspend all works that necessitate the stopping or suspending of the supply of product through any apparatus under this Part of this Schedule and Exolum shall not be in breach of its obligations under this Part of this Schedule—

- (a) circumstances in which, in the determination of His Majesty’s Government, there subsists a material threat to national security, or a threat or state of hostility or war or other crisis or national emergency (whether or not involving hostility or war); or
- (b) circumstances in which a request has been received, and a decision to act upon such request has been taken, by His Majesty’s Government for assistance in relation to the occurrence or anticipated occurrence of a major accident, crisis or natural disaster; or

- (c) circumstances in which a request has been received from or on behalf of NATO, the EU, the UN, the International Energy Agency (or any successor agency thereof) or the government of any other state for support or assistance pursuant to the United Kingdom's international obligations and a decision to act upon such request has been taken by His Majesty's Government; or
 - (d) any circumstances identified as such by the COBRA committee of His Majesty's Government (or any successor committee thereof); or
 - (e) any situation in connection with which His Majesty's Government requires fuel capacity, including where the United Kingdom is engaged in any planned or unplanned military operations within the United Kingdom or overseas.
- (3) The parties agree to act in good faith and in all reasonableness to agree any revisions to any schedule, programme or costs estimate (which shall include costs of demobilising and remobilising any workforce, and any costs to protect the apparatus "mid-works") to account for the suspension.
- (4) Exolum shall not be liable for any costs, expenses, losses or liabilities the undertaker incurs as a result of the suspension of any activities under paragraphs to or delays caused by it.

Dispute Resolution

211.—(1) The undertaker and Exolum must use their reasonable endeavours to secure the amicable resolution of any dispute or difference arising between them out of or in connection with this Part of this Schedule in accordance with the following provisions.

(2) The undertaker and Exolum must each nominate a representative who will meet to try to resolve the matter. If the matter is not resolved at that level within ten working days of either the undertaker or Exolum requesting such a meeting (or such longer period as may be agreed between the undertaker and Exolum) the matter may at the request of either the undertaker or Exolum be referred for discussion at a meeting to be attended by a senior executive from each party.

(3) If the meeting between senior executives fails to result in a settlement within 20 working days of the date of the request for such a meeting (or if it is not possible to convene a meeting within this period) then, unless otherwise agreed in writing between the undertaker and Exolum, the dispute or difference will be determined by arbitration in accordance with article 42 (arbitration).

Miscellaneous

212. No failure or delay by a party to exercise any right or remedy provided under this Part of this Schedule or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.

PART 16

FOR THE PROTECTION OF LINCOLNSHIRE FIRE & RESCUE SERVICE

213. For the protection of Lincolnshire Fire and Rescue as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and Lincolnshire Fire and Rescue.

Interpretation

214. In this Part of this Schedule—

“index” means the consumer price index;

“index linked” means an increase in the sums payable on an annual basis or pro rata per diem from the first day following the first year of operation of the authorised development, to the date

of payment, based upon the relevant index last published before the first day following the first year of operation of the authorised development; and

“Lincolnshire Fire and Rescue” means Lincolnshire County Council in its capacity as a fire and rescue authority pursuant to section 1(2)(a) of the Fire and Rescue Services Act 2004.

Site visits

215.—(1) The undertaker must, prior to the date of final commissioning of Work No. 2, use reasonable endeavours to facilitate a site familiarisation exercise in connection with Work No. 2 of the authorised development for Lincolnshire Fire and Rescue for the purposes of providing the necessary assurance to Lincolnshire Fire and Rescue that all the required systems and measures are in place in accordance with the battery storage safety management plan.

(2) Following the anniversary of the date of final commissioning of Work No. 2 of the authorised development, the undertaker must use reasonable endeavours to facilitate an annual review of the site by Lincolnshire Fire and Rescue at the reasonable request of Lincolnshire Fire and Rescue, up until the date of decommissioning of Work No. 2 of the authorised development.

Costs

216.—(1) Pursuant to the provisions set out at paragraph 215, the undertaker must pay to Lincolnshire Fire and Rescue—

(a) £16,665 in the first year of operation of the authorised development for, or in connection with, Lincolnshire Fire and Rescue’s attendance at the site familiarisation exercise facilitated by the undertaker pursuant to paragraph 215(1), such sum to be paid on a date mutually agreed between the parties (“the Payment Date”); and

(b) £1,530 in each subsequent year of operation of the authorised development until the date of decommissioning of Work No. 2, payable on the anniversary of the Payment Date, if in that year an annual review has taken place pursuant to paragraph 215(2).

(2) The costs payable under sub-paragraph (1)(b) are to be index linked.

Arbitration

217. Any difference or dispute arising between the undertaker and Lincolnshire Fire and Rescue under this Part of this Schedule must be determined by arbitration in accordance with article 42 (arbitration).

PART 17

FOR THE PROTECTION OF TILLBRIDGE SOLAR PROJECT LIMITED

218. The provisions of this Part apply for the protection of Tillbridge unless otherwise agreed in writing between the undertaker and Tillbridge.

219. In this Part—

“apparatus” means the cables, structures or other infrastructure owned, occupied or maintained by Tillbridge or its successor in title within the Tillbridge Work No. [] Area;

“construction” includes execution, placing, altering, replacing, reconstruction, relaying, maintenance, extensions, enlargement and removal; and “construct” and “constructed” must be construed accordingly;

“plans” includes sections, drawings, specifications, designs, design data, software, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of the Tillbridge Work No. [] Area; and

“specified works” means so much of any works of operations authorised by this Order (or authorised by any planning permission intended to operate in conjunction with this Order) as is—

- (a) within the Tillbridge Work No. [] Area;
- (b) in, on, under, over or within 25 metres of the Tillbridge Work No. [] Area or any apparatus;
or
- (c) may in any way adversely affect any apparatus.

“Tillbridge” means an undertaker with the benefit of all or part of the Tillbridge Solar Order for the time being;

“Tillbridge Work No. [] Area” means the area for Work No. [] authorised in the Tillbridge Solar Order;

220. The consent of Tillbridge under this Part is not required where the Tillbridge Solar Order has expired without the authorised development having been commenced pursuant to the Tillbridge Solar Order.

221. Where conditions are included in any consent granted by Tillbridge pursuant to this Part, the undertaker must comply with the conditions if it chooses to implement or rely on the consent, unless the conditions are waived or varied in writing by Tillbridge.

222. The undertaker must not under the powers of this Order acquire, extinguish, suspend, override or interfere with any rights that Tillbridge has in respect of any apparatus or has in respect of the Tillbridge Work No. [] Area without the consent of Tillbridge, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions.

223.—(1) The undertaker must not under the powers of this Order carry out any specified works without the consent of Tillbridge, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions and if Tillbridge does not respond within 28 days of the undertaker’s request for consent, then consent is deemed to be given.

(2) Subject to obtaining consent pursuant to sub-paragraph (1) and before beginning to construct any specified works, the undertaker must submit plans of the specified works to Tillbridge and must submit any such further particulars available to it that Tillbridge may reasonably require.

(3) Any specified works must be constructed without unreasonable delay in accordance with the plans approved in writing by Tillbridge.

(4) Any approval of Tillbridge required under this paragraph may be made subject to such reasonable conditions as may be required for the protection or alteration of any apparatus (including proposed apparatus) in the Tillbridge Work No. [] Area or for securing access to such apparatus or the Tillbridge Work No. [] Area.

(5) Where Tillbridge requires any protective works to be carried out either by themselves or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to Tillbridge’s reasonable satisfaction.

(6) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any specified works, new plans instead of the plans previously submitted, and the provisions of this paragraph shall apply to and in respect of the new plans.

224.—(1) The undertaker must give to Tillbridge not less than 28 days’ written notice of its intention to commence the construction of the specified works and, not more than 14 days after completion of their construction, must give to Tillbridge written notice of the completion.

(2) The undertaker is not required to comply with paragraph 223 or sub-paragraph (1) in a case of emergency, but in that case it must give to Tillbridge notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with paragraph 223 in so far as is reasonably practicable in the circumstances.

225. The undertaker must at all reasonable times during construction of the specified works allow Tillbridge and its servants and agents access to the specified works and all reasonable facilities for inspection of the specified works.

226. —(1) After the purpose of any temporary works has been accomplished, the undertaker must with all reasonable dispatch, or after a reasonable period of notice in writing from Tillbridge requiring the undertaker to do so, remove the temporary works in, on, under, over or within the Tillbridge Work No. [] Area.

(2) If the undertaker fails to remove the temporary works within a reasonable period of receipt of a notice pursuant to sub-paragraph (1), Tillbridge may remove the temporary works and may recover the reasonable costs of doing so from the undertaker.

227. If in consequence of the exercise of the powers conferred by this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable Tillbridge to maintain or use the apparatus no less effectively than was possible before the obstruction.

228. The undertaker must not exercise the powers conferred by this Order to prevent or interfere with the access by Tillbridge to the Tillbridge Work No. [] Area.

229. To ensure its compliance with this Part, the undertaker must before carrying out any works or operations pursuant to this Order within Tillbridge Work No. [] Area request up-to-date written confirmation from Tillbridge of the location of any apparatus or proposed apparatus.

230. The undertaker and Tillbridge must each act in good faith and use reasonable endeavours to co-operate with and provide assistance to each other as may be required to give effect to the provisions of this Part.

231. The undertaker must pay to Tillbridge the reasonable expenses incurred by Tillbridge in connection with the approval of plans, inspection of any specified works or the alteration or protection of any apparatus or the Tillbridge Work No. [] Area.

232. —(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any specified works, any damage is caused to any apparatus or there is any interruption in any service provided, or in the supply of any goods, by Tillbridge, or Tillbridge becomes liable to pay any amount to any third party, the undertaker must—

- (a) bear and pay the cost reasonably incurred by Tillbridge in making good such damage or restoring the service or supply; and
- (b) compensate Tillbridge for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Tillbridge, by reason or in consequence of any such damage or interruption or Tillbridge becoming liable to any third party as aforesaid.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of Tillbridge, its officers, servants, contractors or agents.

(3) Tillbridge must give to the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made, unless payment is required in connection with a statutory compensation scheme without first consulting the undertaker and considering its representations.

(4) Tillbridge must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies. If requested to do so by the undertaker, Tillbridge shall provide an explanation of how the claim has been minimised. The undertaker shall only be liable under this paragraph for claims reasonably incurred by Tillbridge.

(5) The fact that any work or thing has been executed or done with the consent of Tillbridge and in accordance with any conditions or restrictions prescribed by Tillbridge or in accordance with any plans approved by Tillbridge or to its satisfaction or in accordance with any directions or award of any arbitrator does not relieve the undertaker from any liability under this Part.

233. Any dispute arising between the undertaker and Tillbridge under this Part must be determined by arbitration under article 42 (arbitration).

PART 18

FOR THE PROTECTION OF EDF ENERGY (THERMAL GENERATION) LIMITED

Application

234. —(1) For the protection of EDF as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and EDF.

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and EDF, where the benefit of this Order is transferred or granted to another person under article 35 (consent to transfer the benefit of the Order)—

- (a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between EDF and the transferee or grantee (as the case may be); and
- (b) written notice of the transfer or grant must be given to EDF on or before the date of that transfer or grant.

(3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to EDF (but without prejudice to 244(3)(b)).

Interpretation

235. In this Part of this Schedule—

“acceptable credit provider” means a bank or financial institution with a credit rating that is not lower than—

- (a) “A-” if the rating is assigned by Standard & Poor’s Ratings Group or Fitch Ratings; and
- (b) “A3” if the rating is assigned by Moody’s Investors Services Inc;

“acceptable insurance” means a third party liability insurance policy effected and maintained by the undertaker or its contractor with a combined property damage and bodily injury limit of indemnity of not less than £50,000,000 (fifty million pounds) per occurrence or series of occurrences arising out of one event or such lower amount as may be approved by EDF. Such insurance shall be maintained (a) during the construction period of the authorised development and (b) after the construction period of the authorised development in respect of any maintenance works to the authorised development by or on behalf of the undertaker which constitute specified works and arranged with an insurer whose security/credit rating meets the same requirements as an “acceptable credit provider”, such insurance must include (without limitation)—

- (a) a waiver of subrogation and an indemnity to principal clause in favour of EDF; and
- (b) pollution liability for third party property damage and third party bodily damage arising from any pollution/contamination event with a (sub)limit of indemnity of not less than £10,000,000 (ten million pounds) per occurrence or series of occurrences arising out of one event or £20,000,000 (twenty million pounds) in aggregate;

“acceptable security” means either—

- (a) a parent company guarantee from a parent company in favour of EDF to cover the undertaker’s liability to EDF to a total liability cap of £50,000,000 (fifty million pounds) or such lower amount as may be approved by EDF (granted by an entity and in a form reasonably satisfactory to EDF and where required by EDF, accompanied with a legal opinion confirming the due capacity and authorisation of the parent company to enter into and be bound by the terms of such guarantee); or

(b) a bank bond or letter of credit from an acceptable credit provider in favour of EDF to cover the undertaker's liability to EDF for an amount of not less than £10,000,000 (ten million pounds) per asset per event up to a total liability cap of £50,000,000 (fifty million pounds) or such lower amount as may be approved by EDF (in a form reasonably satisfactory to EDF);

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of EDF to enable EDF to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means any electric lines or electrical plant as defined in the 1989 Act, or other apparatus as defined in article 2 of this Order, belonging to or maintained by EDF together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of EDF and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised development” has the same meaning in article 2(1) of this Order and for the purposes of this Part of this Schedule includes the use, maintenance and decommissioning of the authorised development and construction of any works authorised by this Schedule;

“commence” and “commencement” has the same meaning as in article 2(1) of this Order, except in this Part of this Schedule it includes any below ground surveys, below ground monitoring, ground work operations or the receipt and erection of construction plant and equipment;

“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

“EDF” means EDF Energy (Thermal Generation) Limited (company number 04267569) whose registered office is at 90 Whitfield Street, London, England, W1T 4EZ or any successor as a licence holder within the meaning of Part 1 of the 1989 Act;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by EDF (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, is to require the undertaker to submit for EDF's approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of EDF: construct, use, repair, alter, inspect, renew or remove (including decommission) the apparatus;

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

“parent company” means a parent company of the undertaker acceptable to and which shall have been approved by EDF acting reasonably; and

“specified works” means any of the authorised development or activities undertaken in association with the authorised development which—

- (a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 240(2) or otherwise; or
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 240(2) or otherwise.

On street apparatus

236. Except for paragraphs 237 (apparatus of EDF in stopped up streets), 242 (retained apparatus: protection), 243 (expenses) and 244 (indemnity) of this Part of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of EDF, the other provisions of this Part of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and EDF are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of EDF in stopped up streets

237. Notwithstanding the temporary prohibition or restriction of any street or public right of way under the powers of article 11 (temporary prohibition or restriction of use of streets and public rights of way), EDF is at liberty at all times to take all necessary access across any such street or public right of way and to execute and do all such works and things in, upon or under any such street or public right of way as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the temporary prohibition or restriction was in that street or public right of way.

Protective works to buildings

238. The undertaker, in the case of the powers conferred by article 18 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of EDF.

Acquisition of land

239.—(1) regardless of any provision in this order or anything shown on the land plan or contained in a book of reference to the order, the undertaker may not (a) appropriate or acquire or take temporary possession of or entry to any land or apparatus or (b) appropriate, acquire, extinguish, interfere with or override any easement, or the interest or right or apparatus of EDF otherwise done by agreement.

(2) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised development (or in such other time frame as may be agreed between EDF and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of EDF or affect the provisions of any enactment or agreement regulating the relations between EDF and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as EDF reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between EDF and the undertaker acting reasonably and which must be no less favourable on the whole to EDF unless otherwise agreed by EDF, and the undertaker will use reasonable endeavours to procure or secure (or both) the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised development.

(3) Save where otherwise agreed in writing between EDF and the undertaker, the undertaker and EDF agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted,

used, enjoyed or exercised by EDF or other enactments relied upon by EDF as of right or other use in relation to the apparatus, then the provisions in this Part of this Schedule will prevail.

(4) As a condition of an agreement between the parties in sub-paragraph (1) which relates to taking temporary access rights during construction over EDF's land, EDF may ensure that it retains flexibility to alter any construction routes (within the order limits) or limit access for certain time periods, and may require the undertaker to pay any reasonable security and maintenance costs involved in the grant of any such rights.

(5) Any agreement or consent granted by EDF under paragraph 9 or any other paragraph of this Part of this Schedule, are not to be taken to constitute an agreement under sub paragraph (1).

Removal of apparatus

240.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in or possesses temporarily any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of EDF to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of EDF in accordance with sub-paragraphs (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to EDF advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order EDF reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), secure any necessary consents for the alternative apparatus and afford to EDF to its satisfaction (taking into account paragraph 241(1)) the necessary facilities and rights—

- (a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and
- (b) subsequently for the maintenance, operation and decommissioning of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, EDF may in its sole discretion, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances to assist the undertaker to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation does not extend to the requirement for EDF to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between EDF and the undertaker.

(5) EDF must, after the alternative apparatus to be provided or constructed has been agreed, and subject to a written diversion agreement having been entered into between the parties and the grant to EDF of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

241.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for EDF facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and EDF and must be no less favourable on the whole to EDF than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by EDF.

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to EDF than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject the matter may be referred to arbitration in accordance with paragraph 248 (arbitration) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to EDF as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection

242.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to EDF a plan of the works to be executed and request from EDF details of the underground extent of their assets which EDF must provide to the undertaker as soon as reasonably practicable and within 36 days of the submission of such request.

(2) In relation to specified works the plan to be submitted to EDF under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;
- (f) any intended maintenance regimes; and
- (g) a ground monitoring scheme, where required.

(3) The undertaker must not commence any works to which sub-paragraph (2) applies until EDF has given written approval of the plan so submitted.

(4) Any approval of EDF required under sub-paragraph (3)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (5) or (7); and
- (b) must not be unreasonably withheld and must be provided within 42 days of the date of submission of the plan under sub-paragraph (1).

(5) In relation to any work to which sub-paragraph (2) applies, EDF may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage, for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works executed under sub-paragraph (2) must be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (5), as approved or as amended from time to time by agreement between the undertaker and EDF and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5) or (7) by EDF for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and EDF will be entitled to watch and inspect the execution of those works.

(7) Where EDF requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to EDF's satisfaction prior to the commencement of any specified works (or any relevant part thereof) for which protective works are required and EDF must give notice of its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(8) If EDF in accordance with sub-paragraphs (5) or (7) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written

notice to the undertaker of that requirement within 42 days of the date of submission of a plan pursuant to this paragraph, paragraphs 234 to 236 and 239 to 241 apply as if the removal of the apparatus had been required by the undertaker under paragraph 240(2).

(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan.

(10) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to EDF notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (5), (6) and (7) insofar as is reasonably practicable in the circumstances and comply with sub-paragraph (11) at all times.

(11) At all times when carrying out any works authorised under the Order, the undertaker must comply with EDF's HSEQ Requirement for Contractors (document reference DD_STND_HAS_001) and any document that replaces or supersedes it.

Expenses

243.—(1) Save where otherwise agreed in writing between EDF and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to EDF within 30 days of receipt of an itemised invoice or claim from EDF all charges, costs and expenses reasonably anticipated within the following three months or reasonably and properly incurred by EDF in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised development including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by EDF in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by EDF as a consequence of EDF;
- (b) using its own compulsory purchase powers to acquire any necessary rights under paragraph 240(3); or
- (c) exercising any compulsory purchase powers in the Order transferred to or benefitting EDF;
- (d) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;
- (e) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (f) the approval of plans;
- (g) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (h) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of

agreement, is not determined by arbitration in accordance with paragraph 248 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to EDF by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) Any amount which apart from this sub-paragraph would be payable to EDF in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on EDF any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

(6) Any sums paid by the undertaker to EDF under sub-paragraph (1) relating to anticipated costs and expenses will be returned on demand (in whole or in part as applicable) by EDF to the undertaker if not incurred.

Indemnity

244.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by them) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised development) or property of EDF, or there is any interruption in any service provided, or in the supply of any goods, by EDF, or EDF becomes liable to pay any amount to any third party, the undertaker will—

- (a) bear and pay on demand accompanied by an invoice or claim from EDF the cost reasonably and properly incurred by EDF in making good such damage or restoring the supply; and
- (b) indemnify EDF for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from EDF, by reason or in consequence of any such damage or interruption or EDF becoming liable to any third party other than arising from any default or negligence of EDF.

(2) The fact that any act or thing may have been done by EDF on behalf of the undertaker or in accordance with a plan approved by EDF or in accordance with any requirement of EDF or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless EDF fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan or as otherwise agreed between the undertaker and EDF.

(3) Nothing in sub-paragraph (1) is to impose any liability on the undertaker in respect of—

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of EDF, its officers, servants, contractors or agents; or
- (b) any authorised development or any other works authorised by this Part of this Schedule carried out by EDF as an assignee, transferee or lessee of the undertaker with the benefit

of the Order pursuant to section 156 of the 2008 Act or article 35 (consent to transfer the benefit of the Order) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised development yet to be executed and not falling within this paragraph (b) will be subject to the full terms of this Part of this Schedule including this paragraph 244; or

(c) any consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable.

(4) EDF must give the undertaker reasonable notice of any such third party claim or demand and no settlement, admission of liability or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.

(5) EDF must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

(6) EDF must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within EDF’s reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of EDF’s control and if reasonably requested to do so by the undertaker EDF must provide an explanation of how the claim has been minimised, where relevant.

(7) Not to commence construction (and not to permit the commencement of such construction) of the authorised development on any land owned by EDF or in respect of which EDF has an easement or wayleave for its apparatus or any other interest or to carry out any works within 20 metres of EDF’s apparatus until the following conditions are satisfied provided that the following conditions do not apply in relation to any specified works that are undertaken by EDF—

(a) unless and until EDF is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has first provided the acceptable security (and unless otherwise agreed with EDF (acting reasonably) provided evidence that it shall maintain such acceptable security for the construction period of the authorised development from the proposed date of commencement of construction of the authorised development) and EDF has confirmed the same to the undertaker in writing; and

(b) unless and until EDF is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and unless otherwise agreed with EDF (acting reasonably) provided evidence to EDF that it shall maintain such acceptable insurance for the construction period of the authorised development from the proposed date of commencement of construction of the authorised development) and EDF has confirmed the same in writing to the undertaker.

(8) In the event that the undertaker fails to comply with sub-paragraph (7), nothing in this Part of this Schedule will prevent EDF from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

Enactments and agreements

245. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between EDF and the undertaker, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and EDF in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

246.—(1) Where in consequence of the proposed construction of any part of the authorised development, the undertaker or EDF requires the removal of apparatus under paragraph 240(2) or EDF makes requirements for the protection or alteration of apparatus under paragraph 242, the

undertaker shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of EDF's undertaking and EDF shall use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever EDF's consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker, it must not be unreasonably withheld or delayed.

Access

247. If in consequence of an agreement or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable EDF to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

248. Any difference or dispute arising between the undertaker and EDF under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and EDF, be determined by arbitration in accordance with article 42 (arbitration).

Notices

249. Notwithstanding article 44 (service of notices), any plans submitted to EDF by the undertaker pursuant to paragraph 243 must be submitted to EDF addressed to the company secretary and copied to the land and estates team and sent to 90 Whitfield Street, London, England, W1T 4EZ or to such other address as EDF may from time to time appoint instead for that purpose and notify to the undertaker in writing.

PART 19

FOR THE PROTECTION OF THE UK ATOMIC ENERGY AUTHORITY

Application

250. —(1) Subject to sub-paragraph (2), for the protection of UKAEA as referred to in this Part of this Schedule, the following provisions have effect unless otherwise agreed in writing between the undertaker and UKAEA.

(2) Unless otherwise agreed in writing between the undertaker and UKAEA, paragraphs 255 and 256 will apply for the protection of UKAEA from the point that UKAEA is the owner of the UKAEA Land.

Interpretation

251. In this Part of this Schedule—

“acceptable credit provider” means a bank or financial institution with a credit rating that is not lower than—

- (a) “A-“ if the rating is assigned by Standard & Poor's Ratings Group or Fitch Ratings; and
- (b) “A3” if the rating is assigned by Moody's Investors Services Inc.;

“acceptable insurance means a third party liability insurance policy effected and maintained by the undertaker or its contractor with a combined property damage and bodily injury limit of not less than £20,000,000 (twenty million pounds) per occurrence or series of occurrences arising out of one event or such lower amount as may be approved by UKAEA. Such insurance shall be maintained during the construction period of the authorised development and arranged with

an insurer whose security/credit rating meets the same requirements as an acceptable credit provider, such insurance shall include (without limitation)—

- (a) a waiver of subrogation and an indemnity to principal clause in favour of UKAEA; and
- (b) pollution liability for third party property damage and third party bodily damage arising from any pollution/contamination event with a (sub)limit of indemnity of not less than £10,000,000.00 (ten million pounds) per occurrence or series of occurrences arising out of one event or £20,000,000.00 (twenty million pounds) in aggregate;

“authorised development” has the same meaning in article 2(1) of this Order and for the purposes of this Part of this Schedule includes the use, maintenance and decommissioning of the authorised development and construction of any works authorised by this Part of this Schedule;

“commence” and “commencement” has the same meaning as in article 2(1) of this Order, except in this Part of this Schedule it includes any below ground surveys, below ground monitoring and ground work operations;

“functions” includes powers and duties;

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

“specified works” means any of the authorised development or activities undertaken in association with the authorised development within the West Burton Power Station;

“undertaker” means the undertaker as defined in article 2(1) of this Order;

“UKAEA” means the United Kingdom Atomic Energy Authority, or any successor in its functions;

“UKAEA land” means the land within plots 10-183, 10-183a, 10-183b, 10-183c, 10-183d, 10-184, 10-185 and 10-194a as shown on the Land plan and described in the book of reference;

“West Burton Power Station” means the land shown outlined in red on the West Burton Power Station plan; and

“the West Burton Power Station plan” means the plan of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the West Burton Power Station plan for the purposes of this Order.

Streets subject to temporary prohibition or restriction of use and public rights of way

252. Notwithstanding the temporary prohibition or restriction of use or diversion of a street or public right of way under the powers of article 11 (temporary prohibition or restriction of use of streets and public rights of way), UKAEA is at liberty at all times to take all necessary access across any such street or public right of way and to execute and do all such works and things in, upon or under any such street or public right of way as may be reasonably necessary or desirable to enable it to access the West Burton Power Station in the same way as it was able to prior to the prohibition or restriction of use or diversion of that street or public right of way.

Protective works to buildings

253. The undertaker, in the case of the powers conferred by article 18 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any buildings without the written consent of UKAEA.

Acquisition of land

254. Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not—

- (a) appropriate or acquire or take temporary possession of or entry to the West Burton Power Station; or

(b) appropriate, acquire, extinguish, interfere with or override any easement, other interest or right or apparatus of UKAEA,
otherwise than by agreement.

Specified works

255.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to UKAEA a plan of the works to be executed and request from UKAEA details of the underground extent of any apparatus or assets belonging to UKAEA which UKAEA must provide to the undertaker as soon as reasonably practicable and within 36 days of the submission of such request.

(2) In relation to specified works the plan to be submitted to UKAEA under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation and positioning of plant;
- (d) the position of any assets and apparatus belonging to UKAEA;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus or assets; and
- (f) any intended maintenance regimes.

(3) The undertaker must not commence any works to which sub-paragraph (2) applies until UKAEA has given written approval of the plan so submitted.

(4) Any approval of UKAEA required under sub-paragraph (3)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in (5) or (7); and,
- (b) must not be unreasonably withheld and must be provided within 42 days of submission of the plan under sub-paragraph (1).

(5) In relation to any work to which sub-paragraph (2) applies, UKAEA may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing any apparatus or assets against interference or risk of damage, for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to the UKAEA land.

(6) Works executed under sub-paragraph (2) must be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (5), as approved or as amended from time to time by agreement between the undertaker and UKAEA and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5) or (7) by UKAEA for the alteration or otherwise for the protection of any apparatus or assets, or for securing access to the UKAEA land, and UKAEA will be entitled to watch and inspect the execution of those works.

(7) Where UKAEA requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to UKAEA's satisfaction prior to the commencement of any specified works (or any relevant part thereof) for which protective works are required and UKAEA must give notice of its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(8) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan.

(9) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to UKAEA notice as

soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (5), (6) and (7) insofar as is reasonably practicable in the circumstances.

Expenses

256. Save where otherwise agreed in writing between UKAEA and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to UKAEA within 30 days of receipt of an itemised invoice or claim from UKAEA all charges, costs and expenses reasonably and properly incurred by UKAEA in consequence of the execution of the specified works including without limitation—

- (a) the approval of plans;
- (b) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works; or
- (c) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

Indemnity

257. —(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any specified works or in consequence of the construction, use, maintenance or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by them) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any property of UKAEA or UKAEA becomes liable to pay any amount to any third party, the undertaker will—

- (a) bear and pay on demand accompanied by an invoice or claim from UKAEA the cost reasonably and properly incurred by UKAEA in making good such damage; and
- (b) indemnify UKAEA for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from UKAEA, by reason or in consequence of any such damage or interruption or UKAEA becoming liable to any third party other than arising from any default or negligence of UKAEA.

(2) The fact that any act or thing may have been done by UKAEA on behalf of the undertaker or in accordance with a plan approved by UKAEA or in accordance with any requirement of UKAEA or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless UKAEA fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan or as otherwise agreed between the undertaker and UKAEA.

(3) Nothing in sub-paragraph (1) is to impose any liability on the undertaker in respect of—

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of UKAEA, its officers, servants, contractors or agents; or
- (b) any consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable.

(4) UKAEA must give the undertaker reasonable notice of any such third party claim or demand and no settlement, admission of liability or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.

(5) UKAEA must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

(6) UKAEA must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies and if reasonably requested to do so by the undertaker UKAEA must provide an explanation of how the claim has been minimised, where relevant.

(7) Not to commence construction (and not to permit the commencement of such construction) of any specified works unless and until UKAEA is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and unless otherwise agreed with UKAEA (acting reasonably) provided evidence to UKAEA that it shall maintain such acceptable insurance for the construction period of specified works from the proposed date of commencement of construction of specified works) and UKAEA has confirmed the same in writing to the undertaker.

(8) In the event that the undertaker fails to comply with sub-paragraph (7), nothing in this Part of this Schedule shall prevent UKAEA from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

Enactments and agreements

258. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between UKAEA and the undertaker, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and the owner of the UKAEA land on the date on which this Order is made.

Co-operation

259. —(1) The undertaker and UKAEA must each act in good faith and use reasonable endeavours to co-operate with and provide assistance to each other as may be required to give effect to the provisions of this Part.

(2) For the avoidance of doubt whenever UKAEA's consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker, it must not be unreasonably withheld or delayed.

Access

260. —(1) If in consequence of the powers granted under this Order the access to the West Burton Power Station is materially obstructed, the undertaker must provide such alternative means of access to the West Burton Power Station as will enable UKAEA to access the West Burton Power Station no less effectively than was possible before such obstruction.

(2) In the event that access by the undertaker to the West Burton Power Station is materially obstructed by UKAEA, UKAEA must provide such alternative means of access to the West Burton Power Station as will enable the undertaker to access the West Burton Power Station no less effectively than was possible before such obstruction.

Arbitration

261. Any difference or dispute arising between the undertaker and UKAEA under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and UKAEA, be determined by arbitration in accordance with article 42 (arbitration).

Notices

262. Notwithstanding article 44 (service of notices), any plans submitted to UKAEA by the undertaker pursuant to paragraph 255 must be submitted to UKAEA addressed to the company secretary and copied to the land and estates team and sent to Culham Campus, Abingdon, Oxfordshire, OX14 3DB, or to such other address as UKAEA may from time to time appoint instead for that purpose and notify to the undertaker in writing.

PROCEDURE FOR DISCHARGE OF REQUIREMENTS

Interpretation**1.** In this Schedule—

“discharge” means any consent, agreement or approval required by—

- (a) a requirement;
- (b) a document referred to by a requirement; or
- (c) a document that has been approved pursuant to a requirement;

“requirement consultee” means any body or authority named in a requirement as a body to be consulted by the relevant planning authority in discharging that requirement; and

“start date” means the date of the notification given by the Secretary of State under paragraph 4(2)(b).

Applications made under requirement

2.—(1) Where an application has been made to the relevant planning authority for any consent, agreement or approval required by a requirement, the undertaker will also submit a copy of that application to any requirement consultee.

(2) Where an application has been made to the relevant planning authority for any consent, agreement or approval required by a requirement the relevant planning authority must give notice to the undertaker of its decision on the application within a period of ten weeks beginning with the later of—

- (a) the day immediately following that on which the application is received by the authority;
- (b) the day immediately following that on which further information has been supplied by the undertaker under paragraph 3; or
- (c) such longer period that is agreed in writing by the undertaker and the relevant planning authority.

(3) Subject to paragraph 4, in the event that the relevant planning authority does not determine an application within the period set out in sub-paragraph (2), the relevant planning authority is to be taken to have granted all parts of the application (without any condition or qualification) at the end of that period.

(4) Any application made to the relevant planning authority pursuant to sub-paragraph (2) must include a statement to confirm whether it is likely that the subject matter of the application will give rise to any materially new or materially different environmental effects compared to those in the environmental statement and if it will then it must be accompanied by information setting out what those effects are.

(5) Where an application has been made to the relevant planning authority for any consent, agreement or approval required by a requirement included in this Order and the relevant planning authority does not determine the application within the period set out in sub-paragraph (2) and is accompanied by a report pursuant to sub-paragraph (4) which states that the subject matter of such application is likely to give rise to any materially new or materially different environmental effects compared to those in the environmental statement then the application is to be taken to have been refused by the relevant planning authority at the end of that period.

Further information and consultation

3.—(1) In relation to any application to which this Schedule applies, the relevant planning authority may request such reasonable further information from the undertaker as is necessary to enable it to consider the application.

(2) In the event that the relevant planning authority considers such further information to be necessary and the provision governing or requiring the application does not specify that consultation with a requirement consultee is required, the relevant planning authority must, within 20 working days of receipt of the application, notify the undertaker in writing specifying the further information required.

(3) If the provision governing or requiring the application specifies that consultation with a requirement consultee is required, the relevant planning authority must issue the consultation to the requirement consultee within 10 working days of receipt of the application, and must notify the undertaker in writing specifying any further information the relevant planning authority considers necessary or that is requested by the requirement consultee within 10 working days of receipt of such a request and in any event within 20 working days of receipt of the application (or such other period as is agreed in writing between the undertaker and the relevant planning authority).

(4) In the event that the relevant planning authority does not give notification as specified in subparagraph (2) or (3) it is deemed to have sufficient information to consider the application and is not thereafter entitled to request further information without the prior agreement of the undertaker.

(5) Where further information is requested under this paragraph in relation to part only of an application, that part is to be treated as separate from the remainder of the application for the purposes of calculating time periods in paragraph 2 and paragraph 3.

Appeals

4.—(1) The undertaker may appeal in the event that—

- (a) the relevant planning authority refuses an application for any consent, agreement or approval required by a requirement included in this Order or grants it subject to conditions;
- (b) the relevant planning authority is deemed to have refused an application pursuant to paragraph 2(5);
- (c) on receipt of a request for further information pursuant to paragraph 3 the undertaker considers that either the whole or part of the specified information requested by the relevant planning authority is not necessary for consideration of the application; or
- (d) on receipt of any further information requested, the relevant planning authority notifies the undertaker that the information provided is inadequate and requests additional information which the undertaker considers is not necessary for consideration of the application.

(2) The steps to be followed in the appeal process are as follows—

- (a) the undertaker must submit the appeal documentation to the Secretary of State and must on the same day provide copies of the appeal documentation to the relevant planning authority and any requirement consultee;
- (b) the Secretary of State must appoint a person to determine the appeal as soon as reasonably practicable and must, as soon as is reasonably practicable, notify the appeal parties of the identity of the appointed person and the address to which all correspondence for the appointed person's attention should be sent;
- (c) the relevant planning authority and any requirement consultee must submit written representations to the appointed person in respect of the appeal within 20 working days of the start date and must ensure that copies of their written representations are sent to each other and to the undertaker on the day on which they are submitted to the appointed person;
- (d) the undertaker may make any counter-submissions to the appointed person within 20 working days of receipt of written representations pursuant to sub-paragraph (c);
- (e) the appointed person must make their decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable and in any event within 30 working days of the deadline for the receipt of counter-submissions pursuant to sub-paragraph (d); and
- (f) the appointment of the person pursuant to sub-paragraph (b) may be undertaken by a person appointed by the Secretary of State for this purpose instead of by the Secretary of State.

(3) In the event that the appointed person considers that further information is necessary to enable the appointed person to consider the appeal they must, within five working days of the appointed person's appointment, notify the appeal parties in writing specifying the further information required.

(4) Any further information required pursuant to sub-paragraph (3) must be provided by the relevant party to the appointed person and the other appeal parties on the date specified by the appointed person (the "specified date"), and the appointed person must notify the appeal parties of the revised timetable for the appeal on or before that day. The revised timetable for the appeal must require submission of written representations to the appointed person within 10 working days of the specified date, but otherwise the process and time limits set out in sub-paragraphs (c) to (e) of sub-paragraph (2) apply.

(5) The appointed person may—

- (a) allow or dismiss the appeal; or
- (b) reverse or vary any part of the decision of the relevant planning authority (whether the appeal relates to that part of it or not),

and may deal with the application as if it had been made to them in the first instance.

(6) The appointed person may proceed to a decision on an appeal taking into account only such written representations as have been sent within the relevant time limits.

(7) The appointed person may proceed to a decision even though no written representations have been made within the relevant time limits, if it appears to them that there is sufficient material to enable a decision to be made on the merits of the case.

(8) The decision of the appointed person on an appeal is to be final and binding on the parties, unless proceedings are brought by a claim for judicial review.

(9) If an approval is given by the appointed person pursuant to this Schedule, it is to be deemed to be an approval for the purpose of Schedule 2 (requirements) as if it had been given by the relevant planning authority. The relevant planning authority may confirm any determination given by the appointed person in identical form in writing but a failure to give such confirmation (or a failure to give it in identical form) is not to be taken to affect or invalidate the effect of the appointed person's determination.

(10) Save where a direction is given pursuant to sub-paragraph (11) requiring the costs of the appointed person to be paid by the relevant planning authority, the reasonable costs of the appointed person must be met by the undertaker.

(11) On application by the relevant planning authority or the undertaker, the appointed person may give directions as to the costs of the appeal parties and as to the parties by whom the costs of the appeal are to be paid. In considering whether to make any such direction and the terms on which it is to be made, the appointed person must have regard to advice on planning appeals and award costs published in Planning Practice Guidance: Appeals (March 2014) or any circular or guidance which may from time to time replace it.

Fees

5.—(1) Where an application is made to the relevant planning authority for a discharge, a fee is to apply and must be paid to the relevant planning authority for each application.

(2) The fee payable for each application under sub-paragraph (1) is as follows—

- (a) a fee of £2,535 for the first application for the discharge of each of the requirements 5, 6, 7, 8, 9, 11, 13, 14, 15, 18, 19, and 21;
- (b) a fee of £578 for each subsequent application for the discharge of each of the requirements listed in paragraph (a) and any application under requirement 5 in respect of the requirements listed in paragraph (a); and
- (c) a fee of £145 for any application for the discharge of—
 - (i) any other requirements not listed in paragraph (a);

- (ii) any application under requirement 3 in respect of requirements not listed in paragraph (a); and
 - (iii) any approval required by a document referred to by any requirement or a document approved pursuant to any requirement.
- (3) Any fee paid under this Schedule must be refunded to the undertaker within four weeks of—
 - (a) the application being rejected as invalidly made; or
 - (b) the relevant planning authority failing to determine the application within the relevant period in paragraph 2(2) unless—
 - (i) within that period the undertaker agrees, in writing, that the fee is to be retained by the relevant planning authority and credited in respect of a future application; or
 - (ii) a longer period of time for determining the application has been agreed pursuant to paragraph 2(2) of this Schedule, as applicable.

EXPLANATORY NOTE

(This note is not part of the Order)

This Order authorises West Burton Solar Project Limited (referred to in this Order as the undertaker) to construct, operate, maintain and decommission a ground mounted solar photovoltaic generating station with a gross electrical output capacity over 50 megawatts and associated development. The Order would permit the undertaker to acquire, compulsorily or by agreement, land and rights in land and to use land for this purpose.

A copy of the Order plans and the book of reference mentioned in the Order and certified in accordance with article 40 (certification of plans and documents, etc) of this Order may be inspected free of charge during working hours at Lincolnshire County Council, County Offices, Newland, Lincoln, LN1 1YL.