

# SP MANWEB



## **Reinforcement to the North Shropshire Electricity Distribution Network**

Deadline 5 Submission

Application Reference: EN020021

**Agreed Statement of Common Ground between SP  
Manweb and the Canal and River Trust**

**SP MANWEB**

**Reinforcement to the North Shropshire  
Electricity Distribution Network**

**Statement of Common Ground  
Between SP Manweb PLC and Canal & River  
Trust**

**June 2019**

**PINS Reference EN020021**

**QA Box**

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15/03/2019	1	Live	New document for discussion with Canal & River Trust
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## 1. STATEMENT OF COMMON GROUND

### 1.1 PURPOSE OF DOCUMENT

- 1.1.1 This document is submitted to the Secretary of State through the Planning Inspectorate (as responsible agency) in relation to the application by SP Manweb Plc ("**SP Manweb**") for an Order granting development consent for the Reinforcement to the North Shropshire Electricity Distribution Network (the 'DCO'). The DCO would grant powers to construct, operate and maintain a new 22.5 kilometre, 132,000 volt (132kV), connection between the existing Oswestry Substation and Wem Substation within the administrative boundary of Shropshire County.
- 1.1.2 This statement of common ground (SoCG) has been prepared in respect of the Proposed Development. Guidance about the purpose and possible content of SoCGs is given in paragraphs 58-65 of the Department for Communities and Local Government's 'Planning Act 2008: Guidance for the examination of applications for development consent' (March 2015). Paragraph 58, confirms the basic function of SoCGs:
- 'A statement of common ground is a written statement prepared jointly by the applicant and another party or parties, setting out any matters on which they agree. As well as identifying matters which are not in real dispute, it is also useful if a statement identifies those areas where agreement has not been reached. The statement should include references to show where those matters are dealt with in the written representations or other documentary evidence.'*
- 1.1.3 SoCGs are a useful and established means of ensuring that the evidence at the examination focuses on the material differences between the main parties, and so aims to help facilitate a more efficient examination process.

### 1.2 PARTIES TO THE SOCG

- 1.2.1 This SoCG has been prepared in respect of the Proposed Development, by SP Manweb, as the applicant, and the Canal & River Trust.

- 1.2.2 To supply and distribute electricity within an area an operator is required to hold an Electricity Distribution Licence. SP Manweb, as the holder of a Distribution Licence for the Cheshire, Merseyside, Shropshire, North and Mid Wales areas and, as the Distribution Network Operator (or DNO) for these areas, must comply with various statutory and licence duties and obligations.
- 1.2.3 The Trust is a charity responsible for 2000 miles of waterways which contribute to the health and wellbeing of local communities and economies, creating attractive and connected places to live, work, volunteer and spend leisure time. The Trust is also a statutory undertaker for the purposes of S127 Planning Act 2008 and a statutory party for the purposes of S.88(3)(c). In addition, the Trust are also a landowner of interests affected by the proposed development.
- 1.2.4 The Canal & River Trust is responsible for the ownership and maintenance of canals and rivers which contribute to the health and well being of local communities and economies, creating attractive places to live, work and enjoy.
- 1.2.5 This SoCG has been prepared in the context of the crossing of the Montgomery Canal by the Proposed Development (by overhead conductors) to the south of Rednal.
- 1.2.6 Section 1.4 provides an overview of consultation to date between SP Manweb and the Canal & River Trust.
- 1.2.7 Section 1.5 provides a summary of the relevant documents that relate to the information considered in this SOCG.
- 1.2.8 Section 2 provides a summary of areas that have been agreed and areas that have not been agreed.
- 1.2.9 Section 3 provides a record of areas still under discussion.
- 1.2.10 This SOCG has been structured to reflect matters and topics of interest to the Canal & River Trust in relation to the Proposed Development. The Canal & River Trust is a party to this SOCG as a Statutory and Interested Party for the purposes of the Application.
- 1.2.11 This SOCG relates to the following topics:
- Content of the Environmental Statement (ES)
  - Ecology and Biodiversity

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- Landscape and Visual
  - Historic Environment
  - Flood Risk and Water Quality
  - Socio-economics and Tourism
  - Content of the draft Construction Environmental Management Plan
  - Content of the Construction Report
  - Content of the draft Development Consent Order
  - Planning Statement

1.2.12 This SOCG sets out the matters agreed between the Parties and those that are still outstanding.

1.2.13 Throughout this SOCG:

1.2.14 The “Parties” for the purposes of this SOCG means SP Manweb and the Canal & River Trust.

1.2.15 Where a sentence begins “It is agreed”, this signifies a matter that has been specifically stated as agreed by SP Manweb and the Canal & River Trust.

1.2.16 Where a sentence begins “It is not agreed”, this signifies a matter that has been specifically stated as not agreed by SP Manweb and the Canal & River Trust.

1.2.17 Where a sentence begins “It is under discussion”, this signifies a matter is not yet agreed however is still under discussion by SP Manweb and the Canal & River Trust.

1.2.18 Reference in this SOCG to DCO means the draft DCO as submitted (**DCO Document 3.1**, November 2018) and subsequently amended and submitted to the Examination at Deadline 4.

### 1.3 THE PROPOSED DEVELOPMENT

1.3.1 The Proposed Development comprises a new 22.5 km 132kV electrical circuit between the existing SP Manweb Substations at Oswestry and Wem in North Shropshire, together with associated temporary construction works. The circuit would be a combination of underground cables and overhead line. Works are

also required at the existing Oswestry and Wem Substations to accommodate the new circuit.

1.3.2 The Proposed Development as set out in the DCO application in Section 1.2 of the Construction Report (**DCO Document 7.2**) includes the following elements:

- Works within the boundary of the existing SP Manweb Substation at Oswestry including underground cable and the installation of electrical switchgear and associated equipment;
- Approx. 1.2km of 132kV underground cable between Oswestry Substation and a 132kV terminal structure at Long Wood (SJ 31132 29877);
- Approx. 21.3km of 132kV of overhead line supported by Trident wood poles from the terminal structure at Long Wood (SJ 31132 29877) to the existing SP Manweb Substation at Wem; and
- Works within the existing SP Manweb Substation at Wem including the installation of a new 132kV to 33kV transformer.

1.3.3 The Proposed Development as set out in the DCO application in Section 1.2 of the Construction Report (**DCO Document 7.2**) also includes work to facilitate the new electrical circuit including:

- Undergrounding six short sections of existing SP Manweb lower voltage overhead lines in order to ensure safe electrical clearance for the new overhead line; and
- Temporary works required for the construction of the new overhead line including seven temporary laydown areas, welfare unit, security cabin, access tracks, vegetation clearance and reinstatement planting.

## 1.4 CONSULTATION

1.4.1 A summary of the correspondence that has taken place between SP Manweb and the Canal & River Trust in relation to the Proposed Development since the close of statutory consultation is outlined in the table below:



Ref	Date	Form of contact or type of correspondence	Summary of that contact and key outcomes and points of discussion
1	02/02/18	Trust Email	Enclosed an example of Protective Provisions that were negotiated for another DCO
2	18/06/18	Trust Email	Enclosed plan of Trust ownership
3	19/08/18	SPM Email	Confirming Pole 38 is outside Trust ownership
4	17/09/18	SPM Email	Enclosed copies of extracts from draft Consultation Report referring to SPMs response to Trust comments
5	25/09/18	Trust Email	Enclosed letter from Trust solicitors Ward Hadaway raising concerns with SPMs approach.
6	02/11/18	SPM Email	SPM response from solicitors Squires Patton Boggs to Trust letter with enclosures: <ul style="list-style-type: none"> <li>- Viewpoints/photomontage</li> <li>- Works plan extract showing canal crossing</li> </ul>
7	<del>25/2/19</del> 15/2/19 [REDACTED]	Trust email	Trust's solicitors enclosed proposed amendments to draft protective provisions and draft DCO
8	<del>26/03/19</del> 27/03/19 [REDACTED]	SPM Email	SPM response including x-section plan showing height of overhead line over the canal and towpath, references in CEMP to bird diverters and installation of fishing signs and agreement in principle to landscape planting/environmental improvement along the canal
8	29/03/19	Trust Email	Comments on SOCG V1
9	16/04/19	SPM Email	SPM response including Trust's changes and reference to matters discussed following the previous draft SOCG

10	24/04/19	Trust Letter	Additional information request to SPM on construction impacts of undergrounding line under canal and landscape and visual impacts associated with this.
11	07/05/19	Trust Letter	Comments to PINS on LVIA. Request to SPM for further viewpoint from under lines where crosses canal
12	09/05/19	SPM Email	SPM response to the Trust's additional information request of 24.04.2019. Requested discussion with the Trust on planting
13	10/05/19	Trust Email	Comments on SOCG V2
14	20/05/19	SPM Email	SPM note of meeting with the Trust on 16.05.19
15	24/05/19	SPM email	Version 3 of the SOCG
16	29/05/19	Trust Email	Trusts solicitor email to SPM solicitors raising concerns on failure to progress the protective provisions and the land agreement.
17	04/06/19	SPM Email	Final draft SOCG (Version 4) sent to the Trust for approval
18	12/06/19	SPM Email	Amended to refer to Habitat Improvement Strategy
19	17/06/19	Trust Email	Further comments from the Trust on draft SoCG and related documents
20	26/06/19	Trust Email	Final edit of SoCG to update to the day of signing as matters progressed on land agreements and protective provisions

1.4.2 It is agreed that this is an accurate record of the correspondence between SP Manweb and the Canal & River Trust in relation to the matters recorded in Sections 2 and 3 since February 2018.

1.4.3 There is ongoing discussion between the parties.

**1.5 DOCUMENTS CONSIDERED WITHIN THIS SOCG**

1.5.1 The following documents have been considered with this SOCG:

- Environmental Statement (**DCO Document 6.1 to 6.28**)
- Draft Development Consent Order (**DCO Document 3.1**);
- Environmental Statement, Appendix 3.2 Construction Environmental Management Plan (**DCO Document 6.3.2**);
- Construction Report (**DCO Document 7.2**); and
- Planning Statement (**DCO Document 7.1**).

**2. MATTERS AGREED AND MATTERS NOT AGREED**

For the avoidance of doubt, the matters agreed set out below are agreed subject to the position of the Canal & River Trust as set out in the matters not agreed sections of this statement.

**2.1 CONTENT OF THE ENVIRONMENTAL STATEMENT**

2.1.1 Matters agreed:

**Approach and methodology**

Ref	Matters agreed
	<p>SP Manweb and the Canal &amp; River Trust AGREE the following in respect of SP Manweb’s approach and methodology:</p> <ul style="list-style-type: none"> <li>a) approach to the assessment methodology as set out in ES, Chapter 4, paragraph 4.4 (<b>DCO Document 6.4</b>);</li> <li>b) data collection, baseline data, statistical modelling as set out in section 4.5 of the ES (<b>DCO Document 6.4</b>)</li> </ul>

2.1.2 Matters not yet agreed  
None to report

**Ecology and Biodiversity**

2.1.3 Matters agreed

Ref	Matters agreed
	<p>SP Manweb and the Canal &amp; River Trust AGREE the following in respect of ecology and biodiversity:</p> <ul style="list-style-type: none"> <li>a) approach to the assessment methodology and significance criteria for ecology and biodiversity impacts as set out in paragraph 4.4 and 4.5 of Chapter 4 ES (<b>DCO Document 6.4</b>) and Appendix 7.2 (<b>DCO Document 6.7</b>);</li> <li>b) data collection, baseline data, statistical modelling (see section 7.5 of the ES (<b>DCO Document 6.7</b>))</li> <li>c) identification and sensitivity of relevant features and conclusion on assessment of significance (alone and cumulatively) (see sections 7.6 (<b>DCO Document 6.7</b>) and 7.7(<b>DCO Document 6.7</b>) of the ES); and</li> <li>d) include a ‘canalside’ habitat improvement section in the draft Habitat Improvement Strategy, a copy of which is appended to this SOCG in Annex A. This strategy sets out SP Manweb’s proposals for achieving biodiversity net gain beyond those measures committed to in the CEMP e.g. reinstatement planting. There will be further consultation between SP Manweb Shropshire Council and Canal &amp; River Trust to formally agree the final version of the strategy.</li> </ul>

2.1.4 Matters not yet agreed

None to report

**Landscape and Visual**

2.1.5 Matters agreed

Ref	Matters agreed
	<p>SP Manweb and the Canal &amp; River Trust AGREE the following in respect of landscape and visual impacts:</p> <ul style="list-style-type: none"> <li>a) approach to the assessment methodology and significance criteria for landscape and visual impacts as set out in paragraph 4.4 and 4.5 of Chapter 4 ES (<b>DCO Document 6.4</b>) and Chapter 6 paragraph 6.3 (<b>DCO Document 6.6</b>);</li> <li>b) data collection, baseline data, statistical modelling (see section 6.5 of the ES (<b>DCO Document 6.6</b>))</li> <li>c) identification and sensitivity of relevant features and conclusion on assessment of significance (alone and cumulatively) as set out in section 6.7(<b>DCO Document 6.6</b>) of the ES);</li> <li>d) details of tree works on either side of the canal to be provided as part of the Canal Crossing Plan to be included in the CEMP and referred to in an amended Requirement 9 (see below).</li> </ul>

2.1.6 Matters not yet agreed

None to report

**Historic Environment**

2.1.7 Matters agreed

Ref	Matters agreed
	<p>SP Manweb and the Canal &amp; River Trust AGREE the following in respect of historic environment impacts:</p> <ul style="list-style-type: none"> <li>a) approach to the assessment methodology and significance criteria for historic environment as set out in paragraph 4.4</li> </ul>

	<p>and 4.5 of ES, Chapter 4 (<b>DCO Document 6.4</b>) and Chapter 8 paragraph 8.3.16-8.3.19 (<b>DCO Document 6.8</b>));</p> <p>b) data collection, baseline data, statistical modelling (see section 8.5 of the ES (<b>DCO Document 6.8</b>))</p> <p>c) identification and sensitivity of relevant features and conclusion on assessment of significance (alone and cumulatively) (see sections 8.6 (<b>DCO Document 6.8</b>) and 8.7(<b>DCO Document 6.8</b>) of the ES); and</p> <p>d) no outstanding issues currently identified that need to be addressed at any issue specific hearing.</p>
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2.1.8 Matters not agreed  
None to report

**Flood Risk and Water Quality**

2.1.9 Matters agreed

Ref	Matters agreed
	<p>SP Manweb and the Canal &amp; River Trust AGREE the following in respect of flood risk and water quality:</p> <p>a) approach to the assessment methodology and significance criteria for flood risk and water quality as set out in paragraph 4.4 and 4.5 ES, Chapter 4 (<b>DCO Document 6.4</b>) and Chapter 9 (<b>DCO Document 6.9</b>));</p> <p>b) data collection, baseline data, statistical modelling (see section 9.5 of the ES (<b>DCO Document 6.9</b>))</p> <p>c) identification and sensitivity of relevant features and conclusion on assessment of significance (alone and cumulatively) (see sections 9.6 (<b>DCO Document 6.9</b>) and 9.7(<b>DCO Document 6.9</b>) of the ES);</p> <p>d) deliverable mitigation (see section 9.8 of the ES (<b>DCO Document 6.9</b>)); and</p>

	e) no outstanding issues currently identified that need to be addressed at any issue specific hearing.
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2.1.10 Matters not agreed  
None to report

**Socio-economic and Tourism**

2.1.11 Matters agreed

Ref	Matters agreed
	<p>SP Manweb and the Canal &amp; River Trust AGREE the following in respect of socio-economic and tourism:</p> <ul style="list-style-type: none"> <li>a) approach to the assessment methodology and significance criteria for socio-economic and tourism as set out in paragraph 4.4 and 4.5 ES, Chapter 4 (<b>DCO Document 6.4</b>) and Chapter 10 paragraph 10.3 (<b>DCO Document 6.10</b>));</li> <li>b) data collection, baseline data, statistical modelling (see section 10.5 of the ES (<b>DCO Document 6.10</b>))</li> <li>c) identification and sensitivity of relevant features and conclusion on assessment of significance (alone and cumulatively) (see sections 10.6 (<b>DCO Document 6.10</b>) and 10.7(<b>DCO Document 6.10</b>) of the ES);</li> </ul>

2.1.12 Matters not yet agreed  
None to report.

**2.2 Draft Construction Environmental Management Plan**

2.2.1 Matters agreed

Ref	Matters agreed
1	SP Manweb and the Canal & River Trust AGREE the content of the Draft Construction Environmental Management Plan including: Agreed Working Methods for the Canal Crossing

	<p>The Canal &amp; River Trust have requested, and SP Manweb agree to provide, the following:</p> <ul style="list-style-type: none"> <li>• signage to restrict fishing activities and avoidance of risks to anglers;</li> <li>• bird diverters are installed on the overhead line where it crosses the Canal; and</li> <li>• Tree works either side of the canal</li> </ul> <p>The Canal &amp; River Trust have provided a Code of Practice for Works in proximity to the Canal 2019 (see Appendix B to the CEMP) and the draft DCO (<b>DCO Document 3.1</b>) contains protective provisions. The Code of Practice will be complied with.</p>
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2.2.1 Matters not agreed  
None to report

**2.3 Content of the Construction Report**

2.3.1 Matters agreed:

Ref	Matters agreed
1	SP Manweb and the Canal & River Trust AGREE the proposed design of the overhead line across the canal and canal towpath exceeds the stated minimum clearance distances for this type of overhead line design, as shown on the x-section drawing in Annex C attached to this SOCG.

2.3.2 Matters not yet agreed

The design of the proposed development (including the issue of whether the lines are located above or below ground).

**2.4 Content of the draft Development Consent Order**

2.4.1 Matters agreed:

Ref	Matters agreed
	SP Manweb and the Canal & River Trust AGREE an amendment to Requirement 9 of Schedule 2 of the draft DCO to include the Canal & River Trust as a consultee in relation to the Construction



	<p>Environmental Management Plan. The amended requirement to read:</p> <p>Construction environmental management plan            9.—(1) No authorised development is to commence until, following consultation with the relevant highway authority and the Environment Agency, a detailed construction environmental management plan, which is substantially in accordance with the construction environmental management plan, has been submitted to and approved by the relevant planning authority. The construction environmental management plan must include measures to minimise impacts of construction works and must include but not be limited to the following plans—            (a) hedgerow management plan;            (b) a construction traffic management plan.;            (c) a canal crossing plan detailing the measures to manage the risks of overhead power lines to anglers and bird collisions, and tree works which has been agreed with the Canal &amp; River Trust.            (2) The authorised development must be carried out in accordance with the construction environmental management plan as approved under this requirement.</p>
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2.4.2 Matters not agreed

The Canal & River Trust do not agree to the inclusion of powers of compulsory acquisition in respect of the Canal & River Trust's land. The inclusion of these powers is neither necessary, fair nor proportionate

The Canal & River Trust do not agree the protective provisions in Schedule 6 Part 4.

**3. RECORD OF MATTERS STILL UNDER DISCUSSION**

3.1.1 In addition to the above matters noted as 'not yet agreed', the table below provides a 'tracker' for each issue also currently under discussion between SP Manweb and the Canal & River Trust:

<b>Table 3.1 – Matters still under discussion</b>			
<b>Ref</b>	<b>Issue</b>	<b>SP Manweb response</b>	<b>Trust response</b>
DCO Document 7.1 Planning Statement	Appendix 1 Undergrounding	Providing additional information relating to SPMs assessment of undergrounding option across the canal	
DCO Document 3.1 draft DCO Schedule 6 Part 4	Protective Provisions	Currently considering the Trust's suggestions	The latest draft Protective Provisions provided by the Trust, attached at Annex B, have been considered by SP Manweb and returned with comments in respect of, 2(13) and 2(18) and awaiting further response from the Trust.
	Habitat Improvement Plan		Initial meeting between SPM and Trust on 11.06 to discuss this matter and draft Habitat Improvement Plan (Attached at Annex A).
	Omnibus Agreement		The Trust have provided the following response for this section of the SOCG to which SP Manweb is considering a response to at the

			<p>time of submitting the SOCG.</p> <p><i>"The Canal &amp; River Trust have provided a copy of an Omnibus Agreement which the Trust initially considered could be utilised to cover the inclusion of the overhead line. It appears that this will not be possible as the Trust consider the Omnibus agreement requires the lines to be underground and therefore a separate agreement will be required. The Trust have sought to progress this with SP Manweb and SP Manweb have now initiated discussions with the Trust as of June 2019. A meeting is to be arranged shortly to progress negotiations."</i></p>
DCO Document 3.1 draft DCO article 18	Compulsory acquisition of rights		<p>The Trust do not consider that it is necessary, proportionate nor in the public interest for rights to be acquired</p>

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			from the Trust by compulsory acquisition and, as per the comments above, would expect SP Manweb to enter into negotiations to acquire the necessary rights by agreement. The Trust object against compulsory acquisition powers in relation to the Trust's property/interests.
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#### 4. AGREEMENT ON THIS SOCG

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**This Statement of Common Ground has been jointly prepared and agreed by:**

**Name:** Steven Edwards

**Signature:** 

**Position:** Senior Environmental Planner

**On behalf of:** SP Manweb Plc

**Date:** 01/07/19

**Name:** HELEN EDWARDS

**Signature:** 

**Position:** NATIONAL SPATIAL PLANNING MANAGER

**On behalf of:** Canal & River Trust

**Date:** 1/7/19

## **Annex A**

### **Draft Habitat Improvement Strategy**

Reinforcement to the North Shropshire Electricity Distribution Network



**Shropshire**  
**Wildlife Trust**

Habitat Improvement Scheme

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## **Reinforcement to the North Shropshire Electricity Distribution Network**

### **Outline Habitat Improvement Scheme**

**February 2019**

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# 1 INTRODUCTION

## 1.1 BACKGROUND

1.1.1 This Outline Habitat Improvement Scheme relates to SP Manweb's proposals to install a new 22.5 kilometre 132,000 Volt (132kV) circuit from the existing Oswestry Substation to Wem Substation within the administrative boundary of Shropshire County. This is referred to as the Proposed Development.

1.1.2 The Scheme outlines a targeted enhancement project to be delivered in partnership with Shropshire Wildlife Trust (SWT) and builds on SP Manweb working with Shropshire Wildlife Trust (SWT) as corporate partners for more than 30 years. The partnership recognises that in order to halt biodiversity loss and introduce more people to experiences with nature, it is vital to work with a broad range of partners on a variety of initiatives. **This strategy will be further refined by SWT in collaboration with SP Manweb as part of a detailed implementation plan.**

1.1.3 The Scheme allies with national initiatives on biodiversity and the environment, including the National Planning Policy Framework 2018, (NPPF2)<sup>1</sup>, the National Pollinator Strategy<sup>2</sup> and the Government's 25 Year Environment Plan 'Our Green Future'<sup>3</sup>, **delivering net biodiversity gain.**

1.1.4 **The Scheme builds on similar improvement schemes brought forward by SP Manweb.** In 2014, SP Manweb funded SWT to deliver a 15 month survey and monitoring project linked to the nationally-important Meres & Mosses Nature

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<sup>1</sup> <https://www.gov.uk/government/collections/revised-national-planning-policy-framework>

<sup>2</sup> <https://www.gov.uk/government/publications/national-pollinator-strategy-2014-to-2024-implementation-plan>

<sup>3</sup> <https://www.gov.uk/government/publications/25-year-environment-plan>





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Improvement Area programme and their Legacy-Oswestry line upgrade. Following progress to the next stage of infrastructure development in this area, the reinforcement to the North Shropshire electricity distribution network, SP Manweb has once again approached Shropshire Wildlife Trust to deliver associated environmentally-beneficial works. SP Manweb and SWT, along with other partners as appropriate, will work together as part of this Habitat Improvement Scheme to deliver a variety of biodiversity initiatives allied with the Proposed Development; including targeting key invertebrate and mammal species in Shropshire through data gathering and practical habitat enhancements.

- 1.1.5 The Proposed Development has made the retention and protection of hedgerows one of the key elements of the evolving design, recognising their importance for biodiversity and habitat connectivity, and as key features in the landscape. During the construction phase, a number of accesses are required across agricultural land. These have been specifically routed (and extended in places) to avoid the need to cross or remove sections of hedgerow, instead utilising existing gaps or field entrances. As a result of this strategic approach to the design, hedgerow losses along the 22.5 km proposed route are negligible.

## **1.2 PRIORITIES FOR HABITAT IMPROVEMENT – MAKING CONNECTIONS**

1.2.1 Habitat loss and, importantly, the loss of connectivity between remaining habitats and populations of threatened species is a key biodiversity concern. SP Manweb believes that significant infrastructure projects such as this provide an opportunity to deliver real biodiversity benefits through strengthening habitat and species connection.

- 1.2.2 In addition to the measures taken to protect habitats and species during construction of the power line, SP Manweb and SWT in March 2018 agreed to develop a habitat connectivity project focusing on the obvious links



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between improving the connectivity of the power supply and the benefits of enhancing ecological networks and connectivity. This has been refined in consultation with the Environment Agency's Biodiversity Advisor.

- 1.2.3 Habitat connectivity in the landscape has been gradually lost with the intensification of agriculture and, to some extent, commercial development, such that many habitats of value to threatened, rare or notable species become increasingly isolated from one another, thereby endangering the future viability of local populations of such species. Good links between habitats (both aquatic and terrestrial) allows species to disperse more easily between locations, making them more resilient to localised (e.g. flash flooding) and landscape-scale (e.g. climate change) disturbance.
- 1.2.4 In addition to the above, individual species can also benefit from more 'macro-level' connectivity interventions. The habitat improvement scheme to be delivered by the collaborative partnership between SP Energy Networks and SWT in consultation with the Environment Agency will deliver habitat connectivity improvements for Nationally Significant Invertebrates and enhanced water vole and otter habitat, while also helping to support biodiversity research and educational initiatives. Through discussing the strategy with Shropshire Council, the strategy also proposes to include woodland management.
- 1.2.5 The proposed project area is generally focused on a 2.5km buffer area around the route of the Proposed Development, however enhancement works may extend beyond this where opportunities arise to collaborate with landowners in the wider area.



## 2 SP MANWEB'S OUTLINE HABITAT IMPROVEMENT SCHEME

### 2.1 THE NATIONALLY SIGNIFICANT INVERTEBRATES PROJECT – A NEW 'NSIP FROM NSIP' INITIATIVE

#### 2.1.1 The UK and its diverse habitats support nearly 40,000 invertebrate species.

They are vital to our lives, underpinning the ecosystem services which provide us with food, fertile soils and clean water, and the wildlife-rich habitats which we all enjoy. However, invertebrates are declining in response to widespread habitat loss and fragmentation, urbanisation, changing agricultural and land management practices, environmental pollution, non-native invasive species and many other factors. SP Manweb in collaboration with SWT has identified opportunities for implementing the Nationally Significant Invertebrate Project, including significant places for the conservation of invertebrates and the habitats upon which they rely. This simple and collaborative approach is one that has potential to be incorporated into other Nationally Significant Infrastructure Projects right across the UK; effectively combining NSIPs with NSIPs.

2.1.2 SP Manweb's Nationally Significant Invertebrates Project has used the important invertebrate list and Important Invertebrate Areas map developed by Buglife as a focus. These Areas have been selected where they support a nationally significant assemblage of species or support an endangered species. The North Shropshire Reinforcement Project lies adjacent to the 'North East Wales Important Invertebrate Area'<sup>4</sup> and hence the Habitat Improvement Scheme will gather important additional information and help deliver habitat gains best suited to target threatened and endangered invertebrate species.

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<sup>4</sup> <https://www.buglife.org.uk/important-invertebrate-areas-0>



2.1.3 Analysis of existing species records produced a list of 13 nationally significant invertebrate species that have been recorded in that area within the last 15 years. This was refined to a shortlist of 6 species which could benefit from increased survey attention and also from practical interventions in the landscape. These species are:

- the water beetle *Acilius canaliculatus*
- beetle species *Anaglyptus mysticus*
- bee species *Andrena apicata*
- bee species *Bombus rupestris*
- moth species *Stathmopoda pedella*
- cranefly *Tipula peliostigma*



*Acilius canaliculatus*



*Anaglyptus mysticus*



*Andrena apicata*



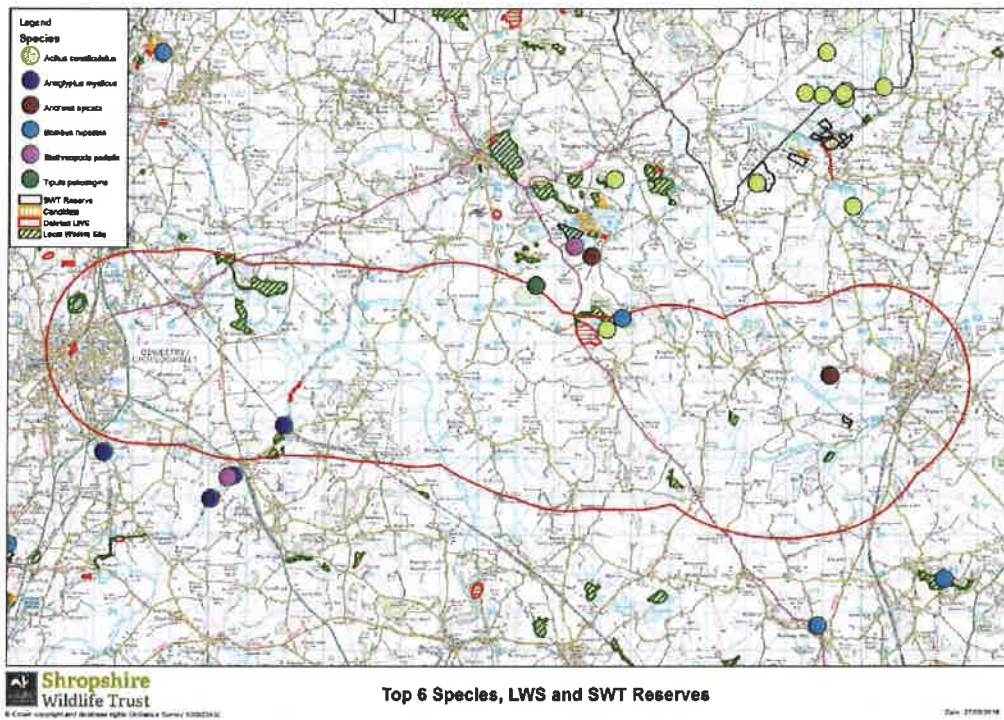
*Bombus rupestris*



*Stathmopoda pedella*



*Tipula peliostigma*



- 2.1.4 One of the proposed target species, the beetle *Anaglyptus mysticus* requires deadwood (ideally in hedgerow bottoms) to complete its life cycle, whilst the larvae of the moth *Stathmopoda pedella* feed exclusively on alder. 'Macro-level' interventions through this project could therefore include management plans for landowners that allow for the retention of deadwood and/or planting of alder where appropriate to benefit both of these target species whilst also looking at generally improving the habitat along and adjacent to hedgerows (e.g. the retention of grass buffer strips) to simultaneously benefit a wider range of species.
- 2.1.5 The project will focus on education and research alongside practical habitat management and enhancement measures designed to benefit these target invertebrate species, while also delivering wider biodiversity benefits in this part of Shropshire.
- 2.1.6 The key measures will include (but are not limited to):

*Hedgerow planting and restoration*

Hedgerow restoration (e.g. hedgelaying), hedgerow planting (including complete reinstatement and 'gapping' up) and hedgerow management plans (e.g. retention of deadwood) will be beneficial to link habitats and species populations with strengthened connectivity in the landscape. These interventions will benefit both the target beetle species *Anaglyptus mysticus* as well as the two target bee species *Andrena apicata* and *Bombus rupestris* where flowering shrubs such as hawthorn and fruit trees are included in hedgerow planting. These measures complement the approach to the construction of the Proposed Development, which has actively sought to avoid habitat loss or fragmentation by extending accesses to pass around rather than through hedgerows.

*Pond and ditch creation and restoration*

Through a review of existing information, further field survey and consultation with landowners, locations where pond restoration and management or new

pond creation could benefit the water beetle *Acilius canaliculatus*, will be identified. This will also benefit water voles, amphibians and aquatic plant diversity for the area.

#### *Wetland creation*

Works aimed at increasing the amount of wetland (e.g. wet grassland) in the project area will create more breeding areas for the target cranefly *Tipula peliostigma*. These will be especially targeted at parts of the project area close to where this species has previously been recorded. Wetland creation will also benefit wading birds.

#### *Wildflower meadow creation*

The project will encourage wildflower meadow creation, including pollinator options for agri-environment schemes. Increasing the amount of wildflower-rich habitat in the project area will create more foraging habitat for invertebrates in general and specifically for the two target bee species *Andrena apicata* and *Bombus rupestris*, also encouraging pollinator species.

#### *Target food plant reintroduction*

With the support of landowners, locations with appropriate ground conditions will be identified where alder *Alnus glutinosa* can be planted. This native tree species benefits the target moth species *Stathmopoda pedella*.

## **2.2 WATER VOLE AND OTTER HABITAT IMPROVEMENTS**

- 2.2.1 North Shropshire is recognised as a stronghold for water voles which, like otter, rely upon suitable connected habitat to disperse and thrive. The key measures involved in this Scheme, namely gathering baseline survey data and targeted works to enhance habitat connectivity and create and restore ponds and ditches will also be employed to benefit water voles and otters.
- 2.2.2 Work will be undertaken to gather valuable data to better understand the distribution of otters and water voles in the area, and to identify the local barriers to successful breeding and dispersal in collaboration with the



Environment Agency who hold valuable species data. This information will be used to guide practical watercourse and wetland habitat improvements by SWT in collaboration with landowners and the Environment Agency, such as:

- installing coir rolls on 'engineered' watercourse banks where habitat suitability is low;
- creating artificial holts and installing fencing to provide undisturbed bankside areas for otters, and other wildlife;
- carrying out selective scrub removal to open up overgrown and heavily shaded banks, enhancing habitat connectivity along watercourses and removing obstacles to water vole dispersal;
- fencing banks and providing substitute water supplies to keep stock away from the watercourse and protect bank stability; and
- creation of new ponds designed for water vole and linking them to watercourses via ditches and hedgerows, thereby diversifying the network of connected habitats.

## 2.3 WOODLAND MANAGEMENT

2.3.1 Woodland management can be provided through SWT's project officer(s) on the ground promoting woodland creation to landowners at the same time as the targets already submitted for those projects. From STW's experience of working on landowner advice projects such as this, there would be interest from some landowners to take up this offer over more than 0.5ha of planting opportunities. In addition, SP Manweb will continue to work with landowners as part of voluntary land agreements to agree sites for additional planting. As a fall back, STW's recent purchase of the land at Fenn's Scrapyard just under 4 miles to the east of Wem at the Whixall & Bettisfield Mosses National Nature Reserve provides a substantial parcel of land on which to deliver the planting if needed.

## 2.4 CANALSIDE HABITAT MANAGEMENT

- 2.4.1 The Montgomery Canal, which is owned and managed by the Canal and River Trust (the Trust) is an important habitat corridor running through the project area and provides an opportunity to enhance connectivity for a variety of species. Hedgerows alongside the canal link with adjoining field boundary hedgerows and parts of the canal, while parts of the canal are also important habitat areas in their own right e.g. the nearby Montgomery Canal: Aston Locks-Keeper's Bridge SSSI, and associated nature reserves such as Rednal Basin. SP Manweb recognises there are opportunities to work with the Trust in improving these habitats and together are identifying locations and the type of improvement work that would be suitable in these locations.

## 3 DELIVERY PLAN

- 3.1.1 Delivery of this strategy will be via funding from the North Shropshire Reinforcement project to SWT. SP Manweb and SWT are currently working together to develop the outline strategy into a deliverable management plan with funding and programme details. Working with landowners in the project area, SWT, together with other partners in this strategy, the Environment Agency, Shropshire Council and the Canal and River Trust, will design and deliver a targeted programme to establish an accurate baseline for these target species, using the highly experienced network of recorders in Shropshire (with whom SWT have a strong relationship), the existing data framework provided by the Shropshire Ecological Data Network (SEDN)<sup>5</sup>, along with additional field surveys where required. This baseline will help to inform the habitat management and enhancement initiatives described above.

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<sup>5</sup> <http://www.shropshireecology.co.uk>

3.1.2 This baseline will contribute to wider understanding of these species in this part of Shropshire and contribute to ongoing research and educational work. It will also help direct habitat management and enhancement measures to those locations where they will have the greatest benefits.

3.1.3 Results and learning points from the Scheme will be shared with key partners including Natural England, Environment Agency and Shropshire Council to help ensure that benefits derived can be sustained through mechanisms, such as agri-environment scheme and Water Framework Directive targeted funding. SWT will also present the results of this project to the Local Nature Partnership and a written report will be produced and circulated. Wider opportunities for other Nationally Significant Infrastructure Projects seeking to deliver strategic net biodiversity gain for nationally significant invertebrates will also be shared by SP Manweb.

## **Annex B**

### **Draft Protective Provisions**

SP Manweb plc

Reinforcement to the North Shropshire Electricity Distribution Network  
Draft Protective Provisions for Canal and River Trust

PART 4

FOR THE PROTECTION OF CANAL & RIVER TRUST NETWORK

**Interpretation**

1.—(1) For the protection of the Trust the following provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and -the Trust.-

(2) In this Part of this Schedule—

“Code of Practice” means the Code of Practice for Works Affecting the Canal & River Trust (April 2018) or any updates or amendments thereto;

“construction”, in relation to any specified work or protective work undertaken as part of the authorised development includes—

- (a) the execution and placing of that work; and
- (b) any relaying, renewal, or maintenance of that work as may be carried out during the period of 24 months from the completion of that work; and “construct” and “constructed” have corresponding meanings;

“detriment” means any damage to the waterway or any other property of the 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 (including any adverse impact on any site of special scientific interest comprised in the Trust’s network);
- (g) any interference with the exercise by any person of rights over the Trust’s network; “the engineer” means an engineer appointed by the Trust for the purpose in question;
- (h) any effect on the stability of the waterway or the safe operation and navigation of the waterway;

“plans” includes sections, designs, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), programmes and details of the extent, timings and duration of any proposed use and/or occupation of the waterway;

“protective work” means a work constructed under paragraph 3(2)(a) and “protective works” is to be construed accordingly;

“specified work” means so much of the authorised development as is situated upon, across, under, over or within 150 metres of, or may in any way affect the waterway and “specified works” is to be construed accordingly;

"towpath" means the towpath forming part of the waterway

"The Trust" means the Canal & River Trust a company limited by guarantee (company registration number 07807276) whose registered office is at First Floor, North Station House, 500 Elder Gate, Milton Keynes MK9 1BB and a registered charity registered with the charity commission number 1146792;

"The Trust's network" means the Trust's network of waterways;

"the waterway" means the Montgomery Canal, and includes any works, lands or premises belonging to the Trust, or under its management or control, and held or used by the Trust in connection with that navigation.

(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.

#### **Powers requiring the Trust's consent**

2.—(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 or towpath unless such obstruction or interference with such access is with the consent of the Trust.

(2) The undertaker must not exercise any power conferred by this Order to discharge water into the waterway under article 15 (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 Trust.

(3) The undertaker must not exercise the powers conferred by article 16 (authority to survey and investigate land) or section 11(3) of the 1965 Act (powers of entry), in relation to the waterway unless such exercise is with the consent of the Trust.

(4) The undertaker must not exercise the powers conferred by this Order to temporarily stop up streets or public rights of way under article 11 (temporary prohibition or restriction of use of streets and public rights of way) so as to divert any right of access to or any right of navigation along the waterway but such right of access may be diverted with the consent of the Trust.

(5) The consent of the Trust pursuant to sub-paragraphs (1) to (4) must not be unreasonably withheld or delayed but may be given subject to reasonable terms and conditions including any condition requiring compliance with the code of practice or any applicable part thereof and any condition which required the payment of such charges/fees/costs as are typically charged by the Trust and in the case of article 15 (discharge of water) it is reasonable to impose the following non-exhaustive conditions—

- (a) requiring the payment of such charges as are typically charged by the Trust;
- (b) specifying the maximum volume water which may be discharged in any period; and
- (c) authorising the Trust on giving reasonable notice (except in an emergency, when the Trust may require immediate suspension) to the undertaker to require the undertaker to suspend the discharge of water or reduce the flow of water where this is necessary by reason of any operational or environmental requirement of the Trust, to the extent that any discharge of water by the undertaker is into the waterway.

(6) The undertaker must not exercise the powers conferred by this Order to abstract water from the Montgomery Canal unless such abstraction is with the consent of the Trust. Such consent may be given subject to reasonable terms and conditions including specifying the maximum velocity of the flow of water which may be abstracted at right angles to the waterway at any time.

(7) Where the undertaker is required to obtain the Trust's consent in accordance with this Order such consent must be obtained in writing.

(8) The undertaker shall not move the location of any pole structure within a specified work without the consent of the Trust.

(9) The undertaker shall comply with the code of practice in relation to the construction and operation of a specified work or protective work.

(10) The undertaker shall not deviate vertically from the levels of the authorised development set out in Table 1 of requirement 3 in respect of any specified work without the consent of the Trust.

~~(Trust)~~

(12) The undertaker must not exercise the power conferred by article 31 in respect of any tree, shrub or hedgerow within an area of a specified work unless such power is exercised with the consent of the Trust.

(13) Article 37(2) shall not apply in respect of any consent/approval required to be obtained from the Trust.

(14) The construction hours in respect of any specified work must be agreed in writing with the Trust.

(15) In the event that any contamination which could impact upon the waterway is found when carrying out the authorised development, the undertaker must notify the Trust immediately and must agree with the Trust the remediation require to be undertaken. The undertaker must complete the remediation works at its own cost in accordance with timescales agreed with the Trust.

(16) The undertaker must not deviate vertically from the levels of the specified work set out in table 1 of Requirement 3 unless with the written consent of the Trust.

(17) Except in the case of emergencies, the undertaker must provide the Trust with 28 days written notice before interfering with the waterway for the purposes of maintaining/inspecting the authorised development and must comply with any reasonable conditions which the Trust may impose in accordance with the code of practice.

(18) The undertaker must not exercise powers conferred by article 18 (compulsory acquisition of rights) or article 23 (acquisition of subsoil or air space only) or article 26 (temporary use of land for carrying out the authorised development) or article 27 (temporary use of land for maintaining the authorised development) or article 29 (statutory undertakers) in respect of the waterway unless the undertaker has used all reasonable endeavours to agree the acquisition of the necessary rights/interests from the Trust by private treaty.

### **Approval of plans, protective works etc.**

3.—(1) The undertaker must before commencing construction of any specified work including any temporary works supply to the Trust proper and sufficient plans of that work, the form and application fee which is ordinarily required by the Trust's engineers in accordance with the code of practice and such further particulars available to it as the Trust may within 28 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 and for the avoidance of doubt the approval of the engineer may be subject to any reasonable conditions including a requirement that the specified work is undertaken at a time specified by the engineer.

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld or delayed, and if within 35 days after such plans (including the application form and fee and any other particulars reasonably required under subparagraph (1)) have been received by the Trust the engineer has not intimated his disapproval of those plans and the grounds of his disapproval he shall be deemed to have approved the plans as submitted provided that all the information specified in sub-paragraph (1) has been supplied to the Trust together with the application fee. When signifying approval of the plans the engineer may specify on land held or controlled by the Trustor the undertaker and subject to such works being authorised by the 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 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.

(3) The undertaker must pay to the Trust a capitalised sum representing the reasonably increased or additional cost of maintaining and, when necessary, renewing any works, including any permanent protective works provided under sub-paragraph (2) above, 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 Trust under this paragraph.

(4) In the event that the undertaker fails to complete the construction of, or part of, the specified works the 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 subparagraph shall state the works that are to be completed by the undertaker and lay out a reasonable timetable for the works' completion. If the undertaker fails to comply with this notice within 35 days, the 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 within 28 days to the Trust all costs, fees, charges and expenses it has reasonably incurred in carrying out such works.

### **Design of works**

4.—(1) 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 Trust on—

- (a) the design and appearance of the specified works or protective works (including the materials to be used for their construction; and
- (b) the environmental effects of those works; and must have regard to such views as may be expressed by the Trust in response to such consultation pursuant in particular to the requirements imposed on the Trust by section 22 (general environmental and recreational duties) of the British Waterways Act 1995(1) and to the interest of the Trust in preserving and enhancing the environment of its waterways.

#### **Notice of works**

5. The undertaker must give to the engineer 28 days' notice of its intention to commence the construction of any of the specified 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 Trust may where appropriate arrange for the publication of notices bringing those works to the attention of users of the Trust's network.

#### **Construction of specified works**

- 6.—(1) Any specified 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 3 and paragraph 4 of this Part;
  - (b) under the supervision (if given) and to the reasonable satisfaction of the engineer;
  - (c) in such manner as to cause as little detriment as is reasonably practicable;
  - (d) in such manner as to cause as little inconvenience as is reasonably practicable to the 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 Trust; and
  - (e) in such a manner so as to ensure that no materials are discharged or deposited into the waterway otherwise than in accordance with article 15 (discharge of water).
  - (f) In compliance with the code of practice, if relevant.

(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 Trust is required by section 105(1)(b) and (2) of the Transport Act 1968(2) (maintenance of waterways) 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 Trust.

~~(4)~~

#### **Prevention of pollution**

7. The undertaker must not in the course of constructing the authorised development 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 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**

- 8.—(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 Trust on being given reasonable notice must—
- (a) at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by the Trust under this Part of this Schedule 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 Trust's reasonable costs in relation to the supply of such information.



### **Alterations to the waterway**

9.—(1) If during the construction of a specified work or a protective work or during a period of 12 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 provided that the Trust gives to the undertaker 56 days' notice of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to the 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 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 Trust under this paragraph.

### **Maintenance of works**

10. If at any time after the completion of a specified work or a protective work, not being a work vested in the Trust, the Trust gives notice to the undertaker informing it that it reasonably considers that the state of maintenance of the work appears to be such that the work is causing or likely to cause detriment, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put the work in such state of maintenance as not to cause such detriment

### **Repayment of the Trust's fees, etc.**

11.—(1) The undertaker must repay to the Trust in accordance with the Code of Practice all fees, costs, charges and expenses reasonably incurred by the Trust—

- (a) in constructing any protective works under the provisions of paragraphs 3(2)(a) or 3(4);
- (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; and
- (d) in bringing the specified works or any protective works to the notice of users of the Trust's network.
- (e) in constructing and/or carrying out any measures related to any specified works or protective works which are reasonably required by the Trust to ensure the safe navigation of the waterway SAVE THAT nothing is to require the Trust to construct and/or carry out any measures.

(2) If the Trust considers that a fee, charge, cost or expense will be payable by the undertaker pursuant to sub-paragraph (1), the 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 21 days—

(a) provide confirmation to the Trust that the estimate is agreed and pay to the Trust, by the date stipulated, that fee, charge, cost or expense; or

(b) provide confirmation to the 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 Trust must take in to account any representations made by the undertaker in accordance with this paragraph 11 and must, within 21 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 Trust must, when estimating and incurring any charge, cost or expense pursuant to this paragraph 11, do so with a view to being reasonably economic and acting as if the Trust were itself to fund the relevant fee, charge, cost or expense.

### **Making good of detriment; compensation and indemnity, etc.**

12.—(1)The undertaker must be responsible for and make good to the Trust all costs, charges, damages, expenses and losses not otherwise provided for in this Part of this Schedule which may be occasioned to and reasonably incurred by the Trust—

(a) by reason of any detriment caused by the construction of a specified work or a protective work or the failure of such a work; or

(b) by reason of any act of 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 (2) the undertaker must effectively indemnify and hold harmless the Trust from and against all claims and demands arising out of or in connection with any of the matters referred to in ~~paragraphs 0 and 1~~ this Part 4 save that the Trust shall not be entitled to recover any consequential losses which are not reasonably foreseeable.

(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 neglect, act or default of the Trust, its officers, servants, contractors or agents. The fact that any act or thing may be done by the 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 must not (if it was done without negligence on the part of the 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.

(3) The 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.

### **Arbitration**

13. Any difference arising between the undertaker and the Trust under this Part of this Schedule (other than a difference as to the meaning or construction of this Part of this Schedule) must be referred to and settled by arbitration in accordance with article 39 (arbitration) of this Order.

### **Capitalised sums**

14. Any capitalised sum which is required to be paid under this Part of this Schedule 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.

### **Vehicles, plant and machinery**

15. The undertaker must not use any land or property of the Trust forming part of the waterway for the passage or siting of vehicles, plant or machinery employed in the construction of the specified works other than—

(a) with the consent in writing of the engineer whose consent must not be unreasonably withheld or delayed and such consent may be subject to conditions including any condition which requires the payment of a fee; and

(b) subject to compliance with such reasonable and necessary requirements as the engineer may from time to time specify:-

(i) for the prevention of detriment; or

(ii) in order to avoid or reduce any inconvenience to the Trust, its officers and agents or the users of the waterway.

### **Fencing**

16. Where so required by the engineer and where that requirement has been evidenced in writing the undertaker shall to the reasonable satisfaction of the engineer and upon providing reasonable notice of not less than 28 days fence off a specified work or a protective work or take such other steps as the engineer may reasonably 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**

—17. (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 will appoint a surveyor (“the surveyor” ~~at the undertaker's cost - must bear the reasonable cost of the carrying out by a qualified engineer (the “surveyor”)~~, to be approved by the Trust and the undertaker, ~~of who shall undertake a survey including a dip-survey~~ to measure the depth of the waterway (“the survey”) ~~of or~~ so much of the waterway and of any land and existing works of the undertaker which may provide support for the waterway as will or may be affected by the specified works.

(2) 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 and existing works 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 he may reasonably require with regard to such existing works of the undertaker and to the specified works or the method of their construction.

(3) The reasonable costs of the survey must include the costs of any dewatering or reduction of the water level of any part of the waterway (where reasonably required) which may be effected to facilitate the carrying out of the survey and the provisions of this part of this Schedule will apply with all necessary modifications to any such dewatering or reduction in the water level as though the same were specified works.

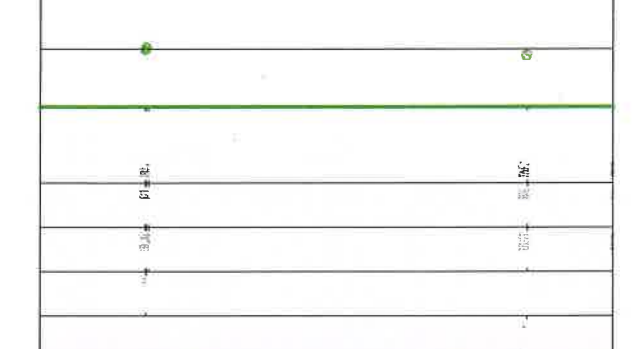
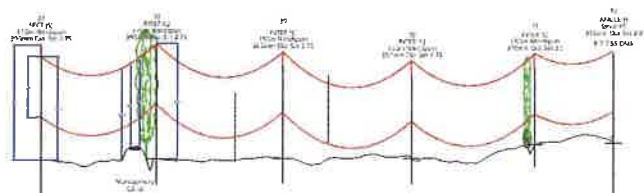
(4) Copies of the survey shall be provided to both the Trust and the undertaker at no cost to the Trust

## **Annex C**

### **Overhead Line Profile**

### **Montgomery Canal Crossing**

SECTION 7  
 100% DESIGN PLAN  
 100% DESIGN PROFILE  
 100% DESIGN ELEVATION  
 100% DESIGN



**LINE DESIGN TECHNOLOGY**

100% DESIGN PLAN  
 100% DESIGN PROFILE  
 100% DESIGN ELEVATION  
 100% DESIGN

100% DESIGN PLAN  
 100% DESIGN PROFILE  
 100% DESIGN ELEVATION  
 100% DESIGN

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 ALL RIGHTS RESERVED.

**COMMENTS**

- 1. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY AND OTHER RELEVANT AGENCIES.
- 2. CONTRACTOR SHALL ENSURE ALL WORK IS COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- 3. CONTRACTOR SHALL ADHERE TO ALL APPLICABLE SAFETY REGULATIONS AND BEST PRACTICE PROCEDURES.
- 4. CONTRACTOR SHALL HAVE ACCESS TO ALL NECESSARY DOCUMENTS AND INFORMATION.
- 5. CONTRACTOR SHALL HAVE ACCESS TO ALL NECESSARY DOCUMENTS AND INFORMATION.
- 6. CONTRACTOR SHALL HAVE ACCESS TO ALL NECESSARY DOCUMENTS AND INFORMATION.

**REVISIONS**

NO.	DATE	DESCRIPTION
1	10/10/2023	ISSUED FOR TENDER
2	10/10/2023	ISSUED FOR TENDER
3	10/10/2023	ISSUED FOR TENDER
4	10/10/2023	ISSUED FOR TENDER
5	10/10/2023	ISSUED FOR TENDER
6	10/10/2023	ISSUED FOR TENDER
7	10/10/2023	ISSUED FOR TENDER
8	10/10/2023	ISSUED FOR TENDER
9	10/10/2023	ISSUED FOR TENDER
10	10/10/2023	ISSUED FOR TENDER

**6.7m @ 75°C  
 MAXIMUM DESIGN TEMPERATURE**

NO.	DATE	ISSUED BY	REVISION
1	10/10/2023	PWJ	C
2	10/10/2023	SMJ	PWJ
3	10/10/2023	PWJ	PWJ

OSWESRTY - WEM

LINE PROFILES DF6

SECTION 7 POLES 37 - 42

100% DESIGN PLAN  
 100% DESIGN PROFILE  
 100% DESIGN ELEVATION  
 100% DESIGN