

# **A1 in Northumberland: Morpeth to Ellingham**

**Scheme Number: TR010059**

## **7.33.2 Applicant's Written Summary of Oral Submissions to Hearings - Appendix B Summary of Legal Agreement with the Environment Agency and Northumberland County Council**

Rule 8(1)(c)

Infrastructure Planning (Examination Procedure) Rules 2010

Planning Act 2008

June 2021

Infrastructure Planning

Planning Act 2008

**The Infrastructure Planning  
(Examination Procedure) Rules  
2010**

**The A1 in Northumberland: Morpeth to  
Ellingham**

Development Consent Order 20[xx]

---

**Appendix B Summary of Legal Agreement with the  
Environment Agency and Northumberland County Council**

---

<b>Rule Reference:</b>	8(1)(c)
<b>Planning Inspectorate Scheme Reference:</b>	TR010059
<b>Document Reference:</b>	7.33.2
<b>Author:</b>	A1 in Northumberland: Morpeth to Ellingham Project Team, Highways England

<b>Version</b>	<b>Date</b>	<b>Status of Version</b>
Rev 0	June 2021	Deadline 10

# CONTENTS

---

<b>1</b>	<b>INTRODUCTION</b>	<b>1</b>
1.1	PURPOSE OF THIS DOCUMENT	1
<b>2</b>	<b>AGREEMENT WITH THE ENVIRONMENT AGENCY</b>	<b>2</b>
2.2	RIVER COQUET OFFSITE COMPENSATION WORKS	2
2.3	RIVER LYNE OFFSITE COMPENSATION WORKS	3
<b>3</b>	<b>AGREEMENT WITH NORTHUMBERLAND COUNTY COUNCIL (“NCC”)</b>	<b>4</b>
3.2	BOROUGH WOODS COMMUTED SUM	4
3.3	PLESSEY WOODS (WELL WOOD) COMMUTED SUM	4
<b>4</b>	<b>PLANS</b>	<b>6</b>

---

# 1 INTRODUCTION

---

## 1.1 PURPOSE OF THIS DOCUMENT

- 1.1.1. This document sets out the key provisions of the compensation agreements which the Applicant is concluding with the Environment Agency and Northumberland County Council.

## 2 AGREEMENT WITH THE ENVIRONMENT AGENCY

---

### 2.1 INTRODUCTION

- 2.1.1. This agreement is being concluded to (first) secure compensation for impact to riverbank habitat on the river Coquet as a result of the Stabilisation Works and the Southern Access works; and (second) secure compensation to offset culverting of watercourses by the Scheme. The Environment Agency and the Applicant have agreed that sufficient mitigation cannot be carried out by the Applicant within the Order limits of the Scheme.
- 2.1.2. The agreement provides for the Applicant to make two financial contributions as set out below.

### 2.2 RIVER COQUET OFFSITE COMPENSATION WORKS

- 2.2.1. A payment of £70,000 towards what are defined as the River Coquet Offsite Compensation Works. This contribution is to be used for the delivery of rewilding works within the River Coquet Water Framework Directive (WFD) Upper Operational Catchment. If those works cannot be delivered within the timescale required by the agreement then the parties may agree that the contribution can be used towards projects within the River Coquet WFD Lower Operational Catchment provided that that such projects can be demonstrated to directly, or indirectly, support the resilience of the River Coquet WFD Upper Operational Catchment or the River Coquet WFD Lower Operational Catchment.
- 2.2.2. The specific projects on which the first contribution can be used are set out in Part 1 of Appendix B to the agreement and consist of:
- Increasing tree cover – the lack of tree cover in areas of grazed moorland influence the vegetation of the river with filamentous green algae a characteristic feature preventing macrophytes from proliferating. Two species of water-crowfoot; *Ranunculus penicillatus* v. *pseudofluitans* and *Ranunculus peltatus* are found in slacks and riffles. Increased tree cover would create habitat for floating vegetation of *Ranunculus* of plain and sub mountainous rivers, as listed in Annex I of the EC Habitats and Species Directive.
  - Reducing access to the river by livestock. This increases sedimentation through poaching therefore reducing water quality and habitat availability for breeding salmonids and aquatic invertebrates. By reducing access water quality could be improved.
  - Reducing run-off within the catchment as it is currently very rapid, causing short but often violent floods. Natural flood risk management measures could mitigate against these floods whilst improving habitat and species diversity along the length of the River Coquet.
  - Mapping and management of invasive species which are present throughout the catchment.
  - Remove barriers to fish passage or provide fish passage improvement on existing structures.
  - Channel enhancement through measures such as the installation of large wood, stage 0 and floodplain reconnection.

- Such other projects within the River Coquet WFD Upper Operational Catchment as may otherwise be agreed between the parties.

## **2.3 RIVER LYNE OFFSITE COMPENSATION WORKS**

- 2.3.1. A payment of £75,000 towards what is defined as the River Lynne Offsite Compensation Works. This contribution is to be used towards the River Lynne water quality improvement project within the River Lynne from Source to Tidal Limit WFD water body. If those works cannot be delivered within the timescale required by the agreement then the parties may agree that the contribution can be used towards projects within the Lyne and Druridge Bay Coast Operational Catchment as may otherwise be agreed between the parties provided that they can be demonstrated to directly, or indirectly, support the resilience of the River Lynne from Source to Tidal Limit WFD Water Body.
- 2.3.2. The specific projects on which the second contribution can be used are set out in Part 2 of Appendix B to the agreement and consist of:
- Floodplain re-connectivity and re-meandering, using natural processes to support natural regeneration of the river.
  - Working with farmland managers to change farming practices that pose the greatest threat to the water environment, building in sustainability and climate adaption.
  - Creation of wetlands to capture sediment and increase biodiversity.
  - Increasing biodiversity within the riparian zone by tree and tree/hedgerow planting as well as increasing the area of buffer strips on areas of agricultural land that are adjoining the new corridor.
  - Reducing access to the river by livestock. This increases sedimentation through poaching therefore reducing water quality and habitat availability. Natural flood risk management measures could mitigate against the effects of these floods whilst improving habitat and species diversity along the length of the river.
  - Mapping and management of invasive species which are present throughout the catchment.
  - Such other projects within the Lyne and Druridge Bay Coast Operational Catchment as may otherwise be agreed between the parties.
- 2.3.3. The contributions payable under the agreement are to be paid in a single instalment of £145,000 which is payable within 28 days of the Applicant letting the construction contract for the Scheme. The Applicant is obliged to keep the Environment Agency updated on progress with the scheme and to give notice of when the contract is let.
- 2.3.4. The agreement gives the Environment Agency 5 years in which expend the payment made.
- 2.3.5. The Environment Agency must repay to the Applicant so much, if any, of the commuted sum which has not been expended in accordance with the provisions of this agreement within five years of the payment of relevant instalment of the Commuted Sun or such other date as may be agreed between the parties.

### 3 AGREEMENT WITH NORTHUMBERLAND COUNTY COUNCIL (“NCC”)

---

#### 3.1 INTRODUCTION

- 3.1.1. This agreement is being concluded to secure compensation for woodland potentially damaged by increased nitrogen deposition as a result of the Scheme. Land to compensate for this potential impact needs to be located outwith the Order limits in order to be in a location which is not subject to air quality impacts.
- 3.1.2. The agreement makes provisions for two payments to be made to NCC:

#### 3.2 BOROUGH WOODS COMMUTED SUM

- 3.2.1. A payment of £11,413 towards compensation works at Borough Woods within the area shown on Plan 1 within **Section 4** of this document. The payment is to be used towards:
- Preparation of an ecological survey and report to increase habitat value and biodiversity of Borough Woods;
  - The selective thinning of existing coniferous woodland;
  - Understorey planting to address existing poor species diversity with ancient woodland typical species
  - Management of the new planting for the establishment period of 5 years. If, within the said period of 5 years from the date of planting, the tree (or any tree planted in replacement for it) is removed, uprooted, destroyed or dies or becomes seriously damaged or defective, another tree of the same size and species as that originally planted shall be planted at the same place within the first planting season following the removal, uprooting, destruction or death of the original tree.
- 3.2.2. The agreement also allows the parties to agree to use of the Borough Woods compensation sum to be used for such other works which would address the damage to woodland habitat through nitrogen deposition by the Scheme as the Parties may agree acting reasonably.

#### 3.3 PLESSEY WOODS (WELL WOOD) COMMUTED SUM

- 3.3.1. A payment of £11,418 towards compensation works at Plessey Woods (Well Wood) within the area shown on Plan 2 within **Section 4** of this document. The payment is to be used towards:
- Preparation of an ecological survey and report to increase habitat value and biodiversity of Plessey Woods (Well Wood);
  - The selective thinning of existing woodland;
  - Understorey planting to address existing poor species diversity with ancient woodland typical species
  - Management of the new planting for the establishment period of 5 years. If, within the said period of 5 years from the date of planting, the tree (or any tree planted in replacement for it) is removed, uprooted, destroyed or dies or becomes seriously

damaged or defective, another tree of the same size and species as that originally planted shall be planted at the same place within the first planting season following the removal, uprooting, destruction or death of the original tree.

- 3.3.2. The agreement also allows the parties to agree to use of the Plessey Woods (Well Wood) compensation sum to be used for such other works which would address the damage to woodland habitat through nitrogen deposition by the Scheme as the Parties may agree acting reasonably.
- 3.3.3. The contributions payable under the agreement are to be paid two instalments. The first is payable within 28 days of the Applicant letting the construction contract for the Scheme. The second is due on the first anniversary of the first instalment. The Applicant is obliged to keep NCC updated on progress with the scheme and to give notice of when the contract is let.
- 3.3.4. The agreement gives NCC ten years in which expend the payments made.
- 3.3.5. NCC must repay to the Applicant so much, if any, of the commuted sum which has not been expended in accordance with the provisions of this agreement within ten years of the payment of relevant instalment of the Commuted Sun or such other date as may be agreed between the parties.



## 4 PLANS

---

### PLAN 1 – Borough Wood Compensation Site



### PLAN 2 – Plessey Woods (Well Wood) Compensation Site



© Crown copyright 2021.

You may re-use this information (not including logos) free of charge in any format or medium, under the terms of the Open Government Licence. To view this licence:

visit [www.nationalarchives.gov.uk/doc/open-government-licence/](http://www.nationalarchives.gov.uk/doc/open-government-licence/)

write to the **Information Policy Team, The National Archives,**

**Kew, London TW9 4DU**, or email

[psi@nationalarchives.gsi.gov.uk](mailto:psi@nationalarchives.gsi.gov.uk).

This document is also available on our website at [www.gov.uk/highways](http://www.gov.uk/highways)

If you have any enquiries about this document  
[A1inNorthumberland@highwaysengland.co.uk](mailto:A1inNorthumberland@highwaysengland.co.uk)

or call **0300 470 4580\***.