

Energy Infrastructure Planning Case Manager
Information
Department of Energy Security & Net Zero
3-8 Whitehall Place
London
SW1A 2AW

By email only

FrodshamSolarFarm@planninginspectorate.gov.uk

Development Management

Planning Service
Cheshire West and Chester Council
The Portal
Wellington Road
Ellesmere Port
CH65 0BA

Tel: [REDACTED]

Our ref: 25/01959/NIP

Your ref: EN010153 (Reference [REDACTED])

Please ask for: [REDACTED]

Email:

[REDACTED]@cheshirewestandchester.gov.uk

Web: cheshirewestandchester.gov.uk

Date: 16 October 2026

Dear Sir/Madam,

Planning Act 2008 and The Infrastructure Planning (Examination Procedure) Rules 2010

Application by Frodsham Solar Ltd ("the Applicant") for an Order granting Development Consent for the proposed Frodsham Solar ("the Proposed Development") (Ref: EN010153)

I am writing on behalf of Cheshire West and Chester Council (**CWCC**) as the host local authority.

This letter is in response to your 'All Interested Parties – Invitation to Comment' letter of 17 September 2026, and the responses to the previous request for information letter of 25 August 2026, including the new environmental information provided by the Applicant regarding greenhouse gas emissions and updates to the Outline Landscape and Ecology Management Plan, which provides further detail on the skylark mitigation and adaptive management arrangements.

Comments are provided using the Applicant's headings for ease of reference:

Generation Capacity (paragraph 3)

The Applicant's (Cubico's) letter of 8 September 2026 sets out the rationale for their submission in relation to the Greenhouse Gas Assessment and the implications for this following the removal of Cell 2 from the solar PV generating area. The letter provides an updated table in relation to avoided Greenhouse Gas Emissions (GHG) with regard to a reduced generating capacity of 134MW rather than 147MW, although also noting that the aim remains to achieve as much capacity towards the 147MW as practicable.



CWCC does not have any alternative figures to present in relation to the GHG emissions; and based on the Applicant's figures it is acknowledged that even on the conservative basis of 134MW capacity the amended scheme would continue to deliver a substantial net carbon benefit.

CWCC does not raise issue with the other points set out in Cubico's letter under the Generation Capacity section.

Skylark Mitigation (paragraph 8)

It is not clear whether or not the discussion regarding Skylark pairs reducing from 21 pairs pre-development to 9-11 pairs post-development, includes the addition of Cell 2 into the NBBMA. There were two Skylark pairs recorded on both Breeding Bird Surveys 1 and 2, in the Cell 2 area. This Cell is now to be retained and managed as grassland for non-breeding birds, and this would also benefit Skylarks, in terms of breeding habitat provision during the operational period, but also undisturbed habitat during the construction period of the Cell 3 area of the NBBMA and the SADA, as represented at D7.11.1 in CWCC comments on Deadline 6 documents [REP7-040].

Notwithstanding this, the applicant has provided further justification for the predicted number of Skylark pairs post-development, by providing evidence regarding the possibility to increase the number of successful chicks per pair via habitat type and management practices. It is agreed that this could be the case, however, this does not negate the issues as represented by CWCC during the Examination, which were:

- As stated in Paragraph 7.60 CWCC Relevant Representation [RR-037] and in other CWCC representations, no breeding bird baseline survey was carried out on the SMA to ascertain if any Skylarks are currently using the area, to give an indication of suitability. Skylarks were noted to be associated with the open fields and Cell 3 as stated in Table 8-18 – BBS Results in the Environmental Statement: Volume 1 Chapter 8: Ornithology [APP-041] and shown in Figures 11a and 11b of the Environmental Statement: Volume 2 Appendix 8-1: Ornithological Survey Report [APP-082], and none were noted near the proposed SMA area as also further discussed in CWCC further comments submitted at Deadline 3 (comments on the deadline 1 and deadline 2 Submissions) [REP3-046] Ref. CWACC7.72 (RR-7.79).
- The SMA is a narrow field, dissected by pylons through its centre and is adjacent to the M56, casting doubts on its suitability as stated in Paragraph 7.77-7.80 CWCC Relevant Representation [RR-037], and further discussed in CWCC further comments submitted at Deadline 3 (comments on the deadline 1 and deadline 2 Submissions) [REP3-046] Ref. CWACC7.71 (RR-7.78).

Therefore, if Skylarks will not utilise the SMA due to the aforementioned reasons, the management techniques used to increase success in number of chicks surviving and adaptive management proposed by the Applicant in paragraph 6.10.4 of the Environmental Statement: Volume 1 Chapter 8: Ornithology [APP-041] could be irrelevant. In addition, the reduction in breeding pairs predicted is a high-risk strategy, with a 50% loss in Skylark pairs at best if the mitigation is successful.

In terms of using the SADA for foraging only, this may be possible, however, with the proposed footpath network introducing an element of disturbance, with people walking dogs etc. it is not certain that the more favourable marginal areas of the SADA will be utilised by Skylarks as predicted. It is not clear if the examples given by the Applicant of Fenwick Solar Farm and Springwell Solar Farm, have similar situations in terms of a new footpath network and are therefore a good comparator or not.



Adaptive Management (Paragraph 9)

1. In Paragraph 6.10.3 of the Outline Landscape and Ecology Management Plan V9 September 2026, monitoring is proposed in years 1, 2 and 5, however, yearly monitoring, due to the high-risk strategy proposed, would be more appropriate (Years 1, 2, 3, 4 and 5).
2. The use of singing as an indication of breeding is not explained. Singing is a Possible Breeding sign, or a Probable breeding sign if recorded on at least two different days a week or more at the same place, according to BTO Guidance for Volunteer Fieldworkers [Guidance for volunteer fieldworkers \(and survey essentials\) | BTO](#). It is assumed that this was the same criteria used to ascertain the 21 pairs of Skylarks for the breeding bird baseline surveys, which was referred to as “Indicative breeding” in Table 8-18 – BBS Results in the Environmental Statement: Volume 1 Chapter 8: Ornithology [APP-041]. If this is the case, then this is a sufficiently comparable measure. However, as the mitigation strategy proposed depends on chick-yield, rather than just numbers of pairs, Confirmed Breeding signs such as recently fledged young and adults carrying faecal sacs would be useful and therefore this should be an additional monitoring measure, to measure the success of the strategy.
3. Number of singing skylarks is cited as a measure of success, which goes some way to address concerns regarding loss of Skylark breeding pairs. It would be expected that the exact number would be provided in the detailed CEMP, or the baseline number of 21 pairs or more, would be chosen, to ensure at least a status quo for the Skylark population on site. However, there are still concerns that this number will not be met, as per the aforementioned reasons.
4. Details of measures to reduce predation in the SMA, as stated in Paragraph 6.10.4 of the Outline Landscape and Ecology Management Plan V9 September 2026 should be detailed, as this could impact on other protected species, such as Badgers.

As a note, it is advised that monitoring of areas retained for Skylark, which is assumed to be Cell 2, should also take place, in terms of disturbance monitoring and any adaptive measures required. This is opposed to monitoring of those measures on areas that are created for Skylark.

There are concerns that the NBBMA is already tailored to its optimum level for non-breeding birds, so the suggestion that further remedial measures could take place to enhance the NBBMA for Skylarks, as in Paragraph 6.10.5 of the Outline Landscape and Ecology Management Plan V9 September 2026, is not likely to be appropriate. There are no indications as to what these measures could be.

Construction:

In terms of other areas available to Skylarks within the Order Limits, cited by the Applicant, the NBBMA is known to support 9 pairs of Skylark and another 2 pairs in Cell 2, which is now added to the NBBMA. It is noted that construction effects on the Skylark population are not addressed in the Applicant’s response in terms of the wider effects on the Skylark population. As previously represented by CWCC during the Examination substantial impacts such as the NBBMA being reprofiled during breeding bird season to avoid impacts on wintering birds meaning that the works will impact the Skylarks using the NBBMA for breeding.

The Applicant has committed to establishment of the SMA prior to the NBBMA, however, this had not been committed to in the Construction Phasing schedule as per D4.4.5.02 (2.1.1) of the CWCC comments on Deadline 3 documents [REP4-068]. The timetable is also noted as ambitious by the Inspector in Question 2.1.2 of ExA Questions 2 [PD-016].



Skylark Compensation (paragraph 10)

CWCC's earlier comments remain, especially in light of comments above e.g. regarding the high-risk strategy for Skylark

Ecological Data Sharing (paragraph 11)

In the Outline Construction Environmental Management Plan V9 September 2026, it has been added into the document in Paragraph 7.2.4 that *"The Applicant shall provide ecological survey and monitoring data to the relevant Local Environmental Records Centre(s) and relevant national and regional environmental recording schemes in the appropriate formats annually, where survey data has been gathered."* This is welcomed. Note that this is also stated in Paragraph 7.2.6 of the Outline Landscape and Ecology Management Plan V9 September 2026.

Off-Site Habitat Net Gain and Section 106 Agreement

For information, there has been further discussion with the Applicant regarding CWCC's representation in the letter of 8 September 2026 regarding securing a S106 legal agreement in respect of off-site provision of biodiversity units prior to a decision on the DCO.

The Applicant has clarified the position and remains confident that the necessary provision for reedbed can be realised on-site following detailed design. Off-site provision would therefore only be pursued as a measure of last resort.

Following discussion with the Applicant and on the basis that the Applicant is committed to secure any necessary off-site habitat provision via a S106 legal agreement (or similar) prior to the discharge of Requirement 9, I can confirm that this is an agreed position.

Post consent Planning Performance Agreement

Further to CWCC's letter of 29 April 2026 regarding progress agreeing the form of a PPA for dealing with discharge of requirements, the final PPA has been signed and completed today.

I trust the above is of some assistance.

Yours sincerely


Principal Planning Officer

Dated

16 October

2026

Planning Performance Agreement

Relating to the Frodsham Solar Farm

Development Consent Order

Frodsham Solar Limited (1)

and

Cheshire West and Chester Borough Council (2)

1. PARTIES

- (1) **Frodsham Solar Limited** (Company Registration Number: 14432433) whose registered office is at 70 St Mary Axe, London, United Kingdom, EC3A 8BE (the “**Undertaker**”)
- (2) **Cheshire West and Chester Borough Council** of The Portal, Wellington Road, Ellesmere Port, CH65 0BA (“**the Council**”)

each a “**Party**” and together “**the Parties**”

2. DEFINITIONS

“ Act ”	means the Planning Act 2008 (as amended);
“ Actual Costs ”	means the Council's reasonable and properly incurred costs (exclusive of VAT) actually incurred by the Council in relation to any of the following purposes: (a) to fund one or more Council officers' time spent undertaking work in connection with the Discharge Process; (b) to fund any other additional staff resources, including for the avoidance of doubt, the costs associated with Clause 5.2; (c) subject to Clause 8.11; to fund external resources; and (d) subject to Clause 8.910, to fund necessary legal advice; and Council officer time shall be calculated in accordance with the rates set out in Schedule 2;
“ Agreement ”	means this Planning Performance Agreement;
“ Council Project Team ”	means the Council Project Team set out in Schedule 1 to this Agreement;
“ DCO Application ”	means the development consent order application in respect of the Project submitted under Planning Inspectorate reference EN010153;
“ DCO ”	means the development consent order titled ‘The Frodsham Solar Farm Order 202*) to be made by the Secretary of State for Energy Security and Net Zero pursuant to the DCO Application;

“Discharge Process”	means the process of the Undertaker making an application to the Council in its capacity as the Relevant Planning Authority for any consent, agreement or approval under a Requirement;
“EIR”	means the Environmental Information Regulations 2004;
“FOIA”	means the Freedom of Information Act 2000 and any subordinate legislation made under that act, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant body in relation to such legislation;
“Invoice”	means a detailed, itemised invoice submitted by the Council in accordance with Clause 8;
“Invoice Costs”	means the Actual Costs incurred by a Council but not previously included in an Invoice;
“Invoice Date”	means the first working day of each calendar month
“Invoice Period”	means the calendar period ending on the last working day immediately preceding the Invoice Date;
“Information”	means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);
“NSIP”	means a Nationally Significant Infrastructure Project;
“Project”	means the project envisioned by the Undertaker in Clause 3.1;
“Relevant Planning Authority”	has the meaning given to it in article 2 of the DCO
“Request for Information”	has the meaning set out in the FOIA or any apparent request for information under the FOIA or the EIR;
“Requirement(s)”	means conditions which are imposed in connection with the development for which it is granted and are contained in the DCO;

“Schedule of Council’s Costs”	means the schedule of costs set out in Schedule 2 to this Agreement relating to Council officer hourly rates;
“Undertaker’s Project Team”	means the Undertaker’s Project Team notified to the Council pursuant to clause 7.1;
“Working day(s)”	means any day or days other than: (a) a Saturday or a Sunday; (b) a statutory bank holiday; (c) insofar as they do not fall with either (a) or (b), any day falling between 27 th and 31 st December inclusive;
“Written”	includes communications by email provided that these are sent to the email addresses specified for the Council’s s Project Team in Schedule 1 or the Undertaker’s Project Team as specified in the notice given under clause 7.1.

3. PROJECT DESCRIPTION

- 3.1 The Project is a solar photovoltaic array with an electrical generating capacity of over 50MW comprising solar PV modules and related mounting structures, inverters, transformers, switch gear and control equipment, a substation, and underground on and off-site cabling, as well as associated energy storage equipment.
- 3.2 The Council is the host authority and the local planning authority for the area within which the Project is situated.

4. BACKGROUND / INTRODUCTION

- 4.1 The Project is a NSIP for the purposes of the Act. The Act requires the Undertaker to submit an application for a development consent order to the Secretary of State for Energy Security and Net Zero for permission to construct the Project.
- 4.2 The Council will undertake specific post-consent functions in relation to the Discharge Process as the Relevant Planning Authority and the Undertaker acknowledges that the nature and extent of these functions is such that it places demands on Council resources, and in recognition of this, it has agreed to reimburse the Council for the undertaking of the Council’s role as the Relevant

Planning Authority. This is intended to enable the Council to efficiently fulfil its role as the Relevant Planning Authority for the Project.

- 4.3 The Council has the ability to enter this Agreement pursuant to the powers contained within section 111 of the Local Government Act 1972, section 93 of the Local Government Act 2003 and section 1 of the Localism Act 2011.

5. PURPOSE OF THE AGREEMENT

- 5.1 The purpose of the Agreement is to deliver the Discharge Process and provide the Council with the additional resources it needs to deliver in its role as the Relevant Planning Authority.
- 5.2 The Parties have also agreed that, where the Order requires in the involvement of the street authority (save for those streets where the Council is not the street authority), traffic authority or relevant highway authority, the Undertaker shall reimburse the Council for any costs in discharging its obligations in those roles incurred in accordance with the hourly rates contained in Schedule 2 on a time spent basis. These costs shall be included on any Invoice submitted by the Council to the Undertaker in accordance with clause 8.

6. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

- 6.1 The Parties shall act in good faith towards one another and shall seek to work jointly wherever appropriate to comply with this Agreement.
- 6.2 Both Parties undertake to meet and/or discuss matters in a spirit of co-operation and where necessary seek early resolution of any areas of misunderstanding or dispute.
- 6.3 The Undertaker responsibilities shall include (but are not limited to) the following:
- (a) to pay to the Council for its reasonable costs under the Discharge Process in accordance with the terms of this Agreement;
 - (b) to provide the information and details required by the Order to allow the Council to respond effectively to the Discharge Process;
 - (c) to generally act with all reasonable care and skill including responding to requests as soon as reasonably practicable; and

- (d) to provide the Council as soon as reasonably practicable to the Council any purchase order numbers as the Undertaker may require for payment of the Council's invoice in accordance with clause 8.3.

6.4 The Council responsibilities shall include (but are not limited to) the following:

- (a) to set out how performance will be achieved through Council governance processes and will be approved within the Council; to provide timescales and key dates for undertaking approval processes, including where relevant advising of committee and Council meeting dates; and ensuring appropriate delegations are in place to allow officers to agree matters relevant to the Discharge Process (if relevant) with the Undertaker;
- (b) to provide constructive input into any discussions with the Undertaker;
- (c) to make best use of the resources and expertise available within the Council;
- (d) to agree with the Undertaker in advance the procurement of any external resources required with the recognition of need for probity and independence of advice, and in compliance with best value processes;
- (e) save where any alternative time limits are provided for in the DCO, to use reasonable endeavours to respond substantively to all written communications and telephone calls with or from the Undertaker within 5 Working Days of receipt and to respond to all other communications associated with the Discharge Process promptly and in any case within 8 Working Days from receipt or in either case within such other time as may be agreed. Where communications include the provision of lengthy documents (in the opinion of the Council, acting reasonably), the Council's response shall only be required to provide a timeline for responding substantively on those documents;
- (f) to maintain clear records (including estimates and invoices, and logs of officer and other Council staff time) of the costs it incurs in compliance with its obligations under this Agreement; and
- (g) to generally act with reasonable care and skill including responding to requests as soon as reasonably practicable.

7. PROJECT TEAM

7.1 The names and contact details (including email addresses) for the members of the Undertaker Project Team will be confirmed to the Council prior to the first submission of information to the Council in relation to an application to the Council in its capacity as a Relevant Planning Authority for any consent, agreement or approval under a Requirement. .

7.2 The names and contact details for the members of the Council Project Team are set out in Schedule 1 to this Agreement.

7.3 In the event that membership of either the Undertaker Project Team or the Council Project Team changes, the revised contact details shall be notified to other Party as soon as reasonably practicable.

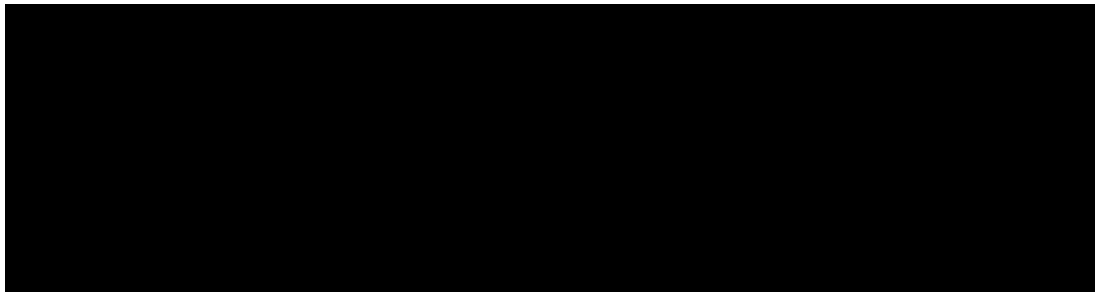
8. FEES AND CHARGES

8.1 Within 10 Working Days of each Invoice Date, the Council shall submit an Invoice to the Undertaker setting out the Actual Costs incurred by the Council for the Invoice Period.

8.2 An Invoice submitted under Clause 8.1 may include any Invoice Costs due in respect of any preceding invoice periods which have not previously been invoiced to the Undertaker.

8.3 Any Invoice submitted by a Council shall contain such information (including purchase order numbers) as is reasonably required by the Undertaker.

8.4 The Undertaker shall pay invoices properly submitted under this Agreement within 30 Working Days of the date of receipt of the invoice by making payment to the following account:



8.5 In the event the Council's bank details change, the Council shall issue a notice to the Undertaker in accordance with Clause 12 with the Council's new bank details.

8.6 The aggregate total of the Actual Costs for which Invoices are submitted shall not exceed [REDACTED], or any increased amount which is agreed between the Parties in writing prior to the aggregate total exceeding [REDACTED]. The Undertaker shall not be liable to pay more than the [REDACTED] or any such agreed increased amount pursuant to this clause 8.6.

8.7 The Council shall establish and maintain financial and other information systems to monitor control and report on the costs actually incurred in carrying out the Discharge Process. Such information

systems may include a requirement for the time spent on particular activities to be recorded and reported.

- 8.8 The Undertaker may request the supporting information used to calculate the amount of any Invoice in accordance with Clause 8.9.
- 8.9 Where the Undertaker has requested supporting information under Clause 8.88, disclosure of information under this paragraph may take place either by the Council providing copies, including electronic copies, of the documents, vouchers or other information used to prepare an Invoice or by allowing an authorised representative of the Undertaker to attend at the Council's offices and to inspect such supporting information.
- 8.10 In the event that the Council consider it reasonably necessary to instruct internal and external legal advice in respect of any matter which arises or may arise as a result of the Discharge Process, the Council shall make a Written request to the Undertaker with information regarding the legal advice required and the reasonable estimated costs of providing that legal advice, and if it is considered by the Undertaker (in the Undertaker's sole discretion, acting reasonably) that such legal advice is required then the Undertaker shall notify the Council of the same and such sums shall be able to be added to an Invoice and dealt with pursuant to this clause 8.
- 8.11 In the event that the Council requires advice from external consultants or specialists, it shall submit the scope of work required and the costs for that work to the Undertaker for approval, (in the Undertaker's absolute discretion, acting reasonably) before appointing or instructing such external consultants. Where such external costs are approved, the reasonable costs of the additional external consultants up to the value agreed shall then be met by the Undertaker, and such sums shall be able to be added to an Invoice and dealt with pursuant to this clause 8.

9. FREEDOM OF INFORMATION REQUEST / ENVIRONMENTAL INFORMATION REQUESTS

- 9.1 The Undertaker acknowledges that the Council may be required under the FIOA or the EIR to disclose Information belonging to the Undertaker and provided to the Council under the terms of this Agreement. The Council agrees that it shall not disclose the Information without notifying the Undertaker of a Request for Information (in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so.

9.2 The Council shall have regard to any comments made by the Undertaker in respect of the disclosure of any Information for the purposes of the FOIA or the EIR.

9.3 The Parties agree that this Agreement is confidential and each shall not, without the prior Written consent of the other Party, disclose the Agreement except:

- (a) to the extent required by law;
- (b) to any professional advisers, contractors, subcontractors or consultants of such Party and who are acting in that capacity, upon obtaining an undertaking of confidentiality from such professional advisers, contractors, subcontractors or consultants; and
- (c) to the extent that it has become generally available to the public other than as a result of any breach of an obligation of confidence.

10. REVIEW AND VARIATION OF THE AGREEMENT

10.1 Where requested by either party, a performance review meeting will be held with both Parties to assess the performance under this Agreement.

10.2 The Parties may at any time, including at a performance review meeting, review this Agreement and may amend or vary its terms by agreement between the Parties. Any such amendment or variation must be in writing signed by an authorised representative of both Parties.

11. TERM, BREACH AND TERMINATION OF THIS AGREEMENT

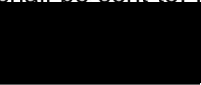
11.1 This Agreement will come into force on the date of this Agreement and shall remain in force until the earliest of:

- (a) the date 5 years from the date of making of the DCO by the Secretary of State; or
- (b) the date on which the Undertaker and the Council agree in writing no further work is required to be carried out under the provisions of this Agreement;
- (c) the date on which this Agreement is terminated in accordance with clause 11.2; or

- (d) the date on which the aggregate total of the Actual Costs for which Invoices are submitted reaches £100,000 (one hundred thousand pounds) or any increased amount which is agreed between the Parties in accordance with clause 8.6.

- 11.2 If any Party commits any breach of its obligations under this Agreement and that breach is within the control of the Party in breach (the "Breaching Party") and is capable of being remedied; then the Party not in breach may notify the Breaching Party of the breach and give the Breaching Party not less than 10 Working Days from receipt of the notice to either remedy the breach or to agree with the Party not in breach a programme of actions to remedy the breach. Where the Breaching Party does not remedy the breach within the period allowed in the notice served by the Party not in breach, or fails to carry out any programme of actions agreed in accordance with this clause, the Party not in breach may, at its sole discretion, terminate this Agreement by giving of a notice of termination to the Breaching Party, which notice of termination will take effect on the next working day following the day of issue of the notice.
- 11.3 The Undertaker shall have no liability for any costs incurred by the Council after the date of termination but for the avoidance of doubt the Undertaker shall be responsible to pay the Council's costs incurred or committed to be incurred until the date of termination.
- 11.4 Following the service of a notice of termination by the Undertaker under clause 11.2 above the Council shall not act or make any commitment would have the effect of incurring further costs for the purposes of undertaking the Discharge Process.
- 11.5 Clauses 8.2, 8.3, 8.4, 8.8, and 8.9 of this Agreement shall survive termination.

12. NOTICES

- 12.1 Any notice or notification under this Agreement shall be in writing by either hard copy notice and/or by email and shall be served in accordance with the provisions of this Clause.
- 12.2 Notices for the attention of the Undertaker shall be sent to: developmentnoticesuk@cubicoinvest.com or to such other email address or physical address as the Undertaker may from time to time designate by written notice to the Council.
- 12.3 Notices for the attention of the Council shall be sent to: Head of Planning, The Portal, Wellington Road, Ellesmere Port, CH65 0BA and  cheshirewestandchester.gov.uk or such other person as the Council nominates.

13. DISPUTES, GOVERNING LAW AND CONTRACTUAL RIGHTS

- 13.1 For the avoidance of doubt, no provision within the Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 13.2 This Agreement will not fetter the Council in exercising its statutory duties powers or responsibilities and nothing in this Agreement or any Written representation shall bind the Council to make any decision, take any action or otherwise pre-determine any future decision of the Council.
- 13.3 Each Party shall nominate one named individual within its Project Team to act as the key point of contact for the governance of this Agreement. The named individuals shall be responsible for ensuring compliance by their Project Team with this Agreement and shall raise any issue, concern or disputes with the other named individual in the first instance.
- 13.4 In the event that the Undertaker is dissatisfied with any part of the responses or work provided by the Council and escalation under clause 13.3 to the named individual has been carried out or is, in the view of the Undertaker, inappropriate, the Undertaker shall in raise the concerns in writing addressed to the Council's Head of Planning who shall seek to resolve the issues and if the issues cannot be resolved then the Undertaker shall use the Council's internal complaints process.
- 13.5 In the event that there is any dispute between the Parties including the interpretation of this Agreement which has not been resolved through clause 13.3 or 13.4, then the Party raising the dispute shall serve notice of it on the other Party. The Parties may, where they both agree, refer any dispute to alternative dispute resolution including mediation, arbitration or expert determination and shall act reasonably in agreeing the terms of any alternative dispute resolution procedure to be used.
- 13.6 Each Party should bear its own costs in relation to any dispute resolution.
- 13.7 This Agreement is made under the laws of England and the English courts shall have sole jurisdiction.
- 13.8 This Agreement may be executed in counterparts with the same effect as if the signatures to each such counterpart were on the same document provided that this Agreement shall not be effective until a counterpart has been executed and delivered by each Party. A Party shall be entitled to rely on a copy of this Agreement signed by the other Party and delivered to it by e-mail until the delivery to it of an original of this Agreement containing the original signature of the other Party.

14. VALUE ADDED TAX

- 14.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable. Any value added tax properly payable under this Agreement shall be paid subject to receipt by the paying party of a valid value added tax invoice for the amount payable. For the avoidance of doubt, in respect of any external legal fees or external consultants fees, the VAT shall be payable by the Council.

15. ANTI-CORRUPTION

- 15.1 With regard to the execution of the activities envisaged by this Deed, the Parties agree to carry out the activity in a transparent manner, in compliance with international best practices and in compliance with applicable laws, including anti-corruption laws.

16. LEGAL EFFECT

- 16.1 This Agreement shall have effect on the later of:
- (a) the Undertaker making a positive financial investment decision to proceed with the Project;
or
 - (b) the Undertaker first submitting information to the Council in relation to an application to the Council in its capacity as a Relevant Planning Authority for any consent, agreement or approval under a Requirement.

SCHEDULE 1 – THE COUNCIL PROJECT TEAM AND CONTACTS

Project Team Member	Role	Contact details
	Principal Planning Officer	cheshirewestandchester.gov.uk
	Principal Planning Officer	cheshirewestandchester.gov.uk
	Principal Natural Environment Officer	cheshirewestandchester.gov.uk
	Landscape Architect	cheshirewestandchester.gov.uk
	Built Environment Officer (Conservation and Design)	cheshirewestandchester.gov.uk
	Development Management Archaeologist and Team Leader, Cheshire Archaeology Planning Advisory Service (APAS)	cheshirewestandchester.gov.uk
	Highways – Network Management	cheshirewestandchester.gov.uk
	Principal Development Engineer (Highways)	cheshirewestandchester.gov.uk
	Lead Environmental Protection Officer	cheshirewestandchester.gov.uk
	Senior Regulatory Services Contaminated Land	cheshirewestandchester.gov.uk
	Asset Management Officer (Public Rights of Way) / Public right of Way Officer	cheshirewestandchester.gov.uk cheshirewestandchester.gov.uk
	Energy and Carbon Specialist	cheshirewestandchester.gov.uk
	Senior Manager, Communities and Engagement	cheshirewestandchester.gov.uk
	Emergency Planning Officer	cheshirewestandchester.gov.uk

	Senior Tree Officer	cheshirewestandchester.gov.uk
	Team Leaser Highways – Climate Adaptation (Lead Local Flood Authority)	cheshirewestandchester.gov.uk
	Public Health Consultant	cheshirewestandchester.gov.uk
	<i>for Employment Skills and Learning:</i> Business Growth Manage / Inclusive Economy Partnership and Strategy Manager	cheshirewestandchester.gov.uk cheshirewestandchester.gov.uk

The named individual for the purpose of clause 13.3 is

SCHEDULE 2 –SCHEDULE OF COUNCIL COSTS

The Parties have agreed the following 2026 hourly rates for the purposes of this Agreement:

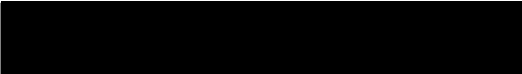
Role	Grade(s)	Hourly rate (£)
Planning	11	54.83
Natural Environment	11	54.83
Highways	9 -12	41.1 to 63.03
Lead Local Flood Authority	12	63.03
Arboriculture and Landscape	9 - 10	41.10 to 45.27
Environmental Protection / Regulatory Services	9 -12	41.1 to 63.03
Development Management Archaeologist - Cheshire Archaeology Planning Advisory Service	10	45.27
Public Rights of Way	9 -12	41.10 to 63.03
Miscellaneous / other	9 -12	41.10 to 63.03

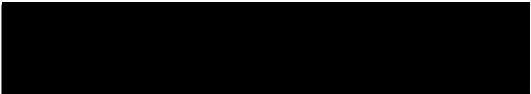
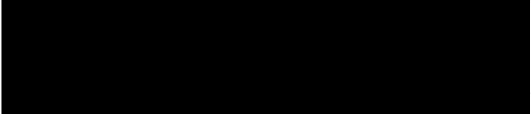
The Council's hourly rates are reviewed annually, and the Council will provide updated rates to the Undertaker on 1 April or as soon as possible thereafter annually

Signatures

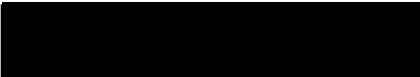
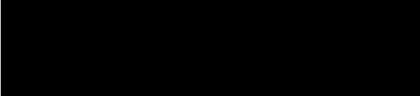
The Parties hereby agree to the content of this Agreement.

FRODSHAM SOLAR LIMITED acting by

Name: 
Signature: 
Position: Director
On Behalf Of: FRODSHAM SOLAR LIMITED
Date: 16 October 2026

Name: 
Signature: 
Position: Director / Secretary
On Behalf Of: FRODSHAM SOLAR LIMITED
Date: 16 October 2026

Cheshire West and Chester Council

Name: 
Signature: 
Position: Head of Planning and Making Places
On Behalf Of: Cheshire West and Chester Borough Council
Date: 16 October 2026