Planning Inspectorate

The Planning Act 2008

GREEN HILL SOLAR FARM

Examining Authority's Report

of Findings and Conclusions

and

Recommendation to the Secretary of State for

Energy Security and Net Zero

Examining Authority

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8 July 2026

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OVERVIEW AND SUMMARY

Application Information Details	
File Ref	EN010170
Application Dated	23 May 2025
Inspectorate Received Date	23 May 2025
Applicant	Green Hill Solar Farm Limited
Accepted for examination	19 June 2025
Examination Started	21 October 2025
Examination Closed	10 April 2026
Relevant Secretary of State (SoS)	SoS for Energy Security and Net Zero
Recommendation Submitted	8 July 2026

The proposed development comprises an electricity generating station with a capacity of up to 500 megawatts (MW) comprising of ground mounted solar arrays and associated development including energy storage, grid connection infrastructure and other infrastructure integral to the construction, operation and maintenance of the scheme.

SUMMARY OF RECOMMENDATION

The Examining Authority recommends that the Secretary of State for Energy Security and Net Zero should make the Order in the form attached at appendix C.

Subject to:

- the Outline Operational Environmental Management Plan [REP6-043] being updated in respect of operational disturbance, in order to exclude adverse effects on the integrity of the European sites.

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1. INTRODUCTION

1.1. BACKGROUND TO THE EXAMINATION

1.1.1. An application for the Green Hill Solar Farm (the proposed development), Planning Inspectorate (the Inspectorate) reference EN010170, was submitted by Green Hill Solar Farm Limited (the applicant) to the Inspectorate on 23 May 2025 under section (s) 37 of the Planning Act 2008 (PA2008) and accepted for examination under s55 of the PA2008 on 19 June 2025 [PD-003]. This recommendation sets out the Examining Authority's (ExA) findings, conclusions and recommendations to the Secretary of State for Energy Security and Net Zero (SoSESNZ).

1.1.2. The legislative tests for whether the proposed development is a Nationally Significant Infrastructure Project (NSIP) were considered by the Secretary of State for Housing, Communities and Local Government (SoSHCLG) in their decision to accept the application for examination in accordance with s55 of the PA2008 [PD-001].

1.1.3. The proposed development consists of an electricity generating station with a capacity of up to 500 megawatts (MW) comprising of ground mounted solar arrays and associated development including energy storage, grid connection infrastructure and other infrastructure integral to the construction, operation and maintenance of the scheme. The proposed development falls within s14 of the PA2008 and meets the definition of an NSIP set out in s15 of the PA2008. As such, the proposed development requires development consent in accordance with s31 of PA2008.

1.1.4. The examination library (EL) provides a record of all application documents and submissions to the examination, each of which is given a unique reference number eg [APP-001] or [REP-001]. The reference numbers are used throughout this recommendation, and hyperlinks are included to allow the reader to access them directly.

1.1.5. This recommendation does not contain extensive summaries of the documents and representations received. Readers are referred to relevant material using linked EL references. Full regard has been had to all such material and to all important and relevant matters arising from it in all conclusions drawn by the ExA and the recommendations made.

1.2. THE APPLICATION

LOCATION OF THE PROPOSED DEVELOPMENT

1.2.1. The proposed development would be located across land to the north, east and southeast of Northampton; to the west and south of Wellingborough and around the villages of Walgrave, Mears Ashby, Earls Barton, Bozeat, Grendon, Easton Maudit and Lavendon. The scheme consists of multiple sites for development. All of the sites lie within a 20 kilometre (km) radius of the point of connection (PoC) to the National Grid network at the existing Grendon Substation.

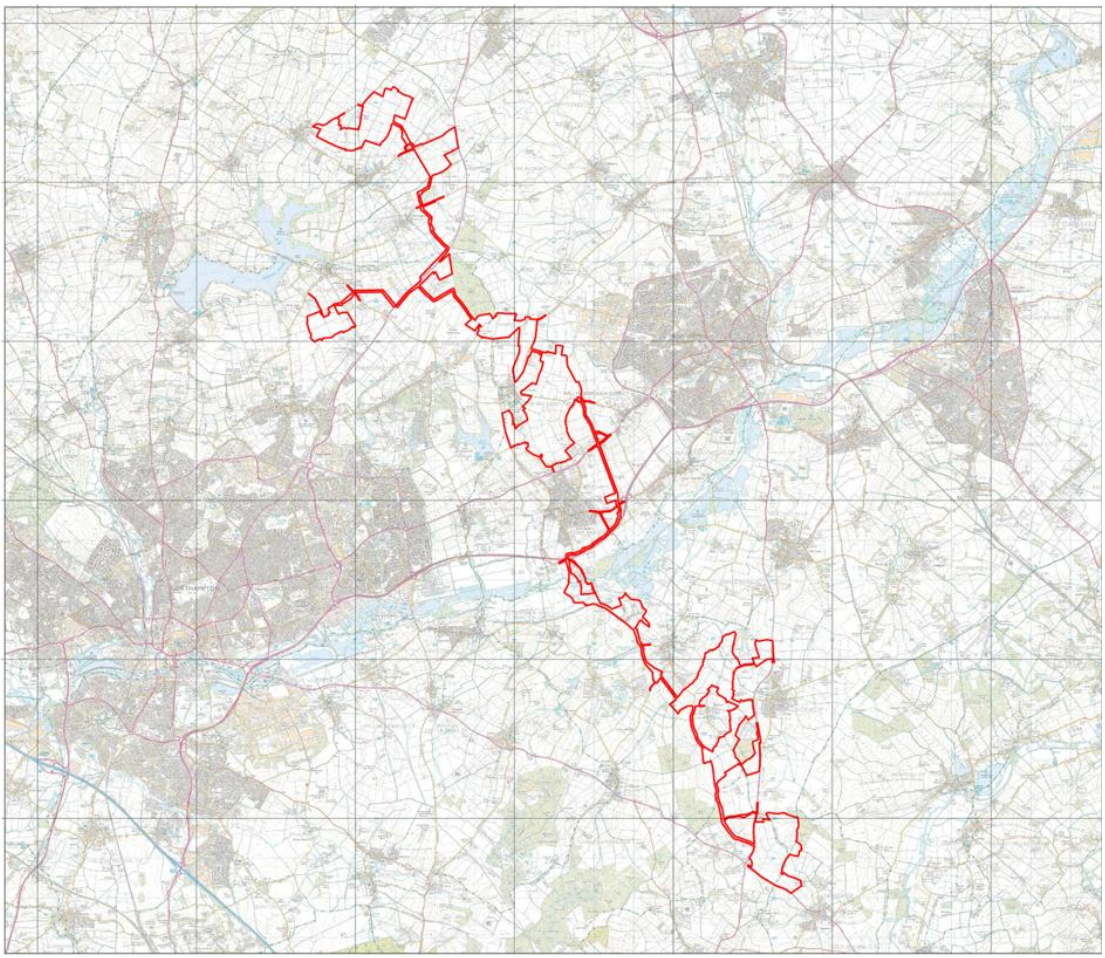
1.2.2. There are nine sites proposed for built development, comprising solar photovoltaic (PV) panels, substations, battery energy storage systems (BESS), together with associated environmental mitigation and enhancement. The sites would be connected by a cable route corridor (CRC) and to the PoC to the National Grid network at Grendon Substation.

1.2.3. The nine sites are identified throughout the application documentation as follows, from north to south:

- Green Hill A
- Green Hill A.2
- Green Hill B
- Green Hill C
- Green Hill D
- Green Hill E
- Green Hill BESS
- Green Hill F
- Green Hill G

1.2.4. The location of the proposed development is shown in the Location Plan [REP3-004] (extract shown in Figure 1 below) and the final versions of the Land Plans [REP5-004]. The site lies within the administrative areas of North Northamptonshire Council, West Northamptonshire Council and Milton Keynes City Council, and is wholly in England. Part of the scheme (Green Hill G) would be immediately adjacent to the administrative boundary of Bedford Borough Council.

Figure 1.1: Location plan



Source: Environmental Statement Figure 1.1 [APP-190]

1.2.5. The characteristics of the surrounding area are that it is predominantly rural with small settlements and villages. Beyond the immediate locality, the larger urban settlements of Northampton and Wellingborough are situated to the west and east of the site respectively. The main highway routes in the vicinity of the site are the A45 and A14, which are both dual carriageway roads and part of the strategic road network, and the A43, A428 and A509, which are predominantly single carriageway roads.

1.2.6. Chapter 3 of the Environmental Statement (ES) [REP1-029] provides a detailed description of the existing site and surroundings. In summary, the site can broadly be characterised as being gently sloping fields in agricultural use separated by hedgerows and scattered trees. A number of public rights of way pass through the site, often connecting nearby villages. Several overhead power lines cross through the site. The Green Hill BESS site is located immediately adjacent to the National Grid's Grendon Substation site. The CRC crosses a number of roads, including the A45.

DESCRIPTION OF THE PROPOSED DEVELOPMENT

1.2.7. The proposed development consists of an electricity generating station with a capacity of up to 500 MW comprising of ground mounted solar arrays and associated development including energy storage, grid connection

infrastructure and other infrastructure integral to the construction, operation and maintenance of the scheme.

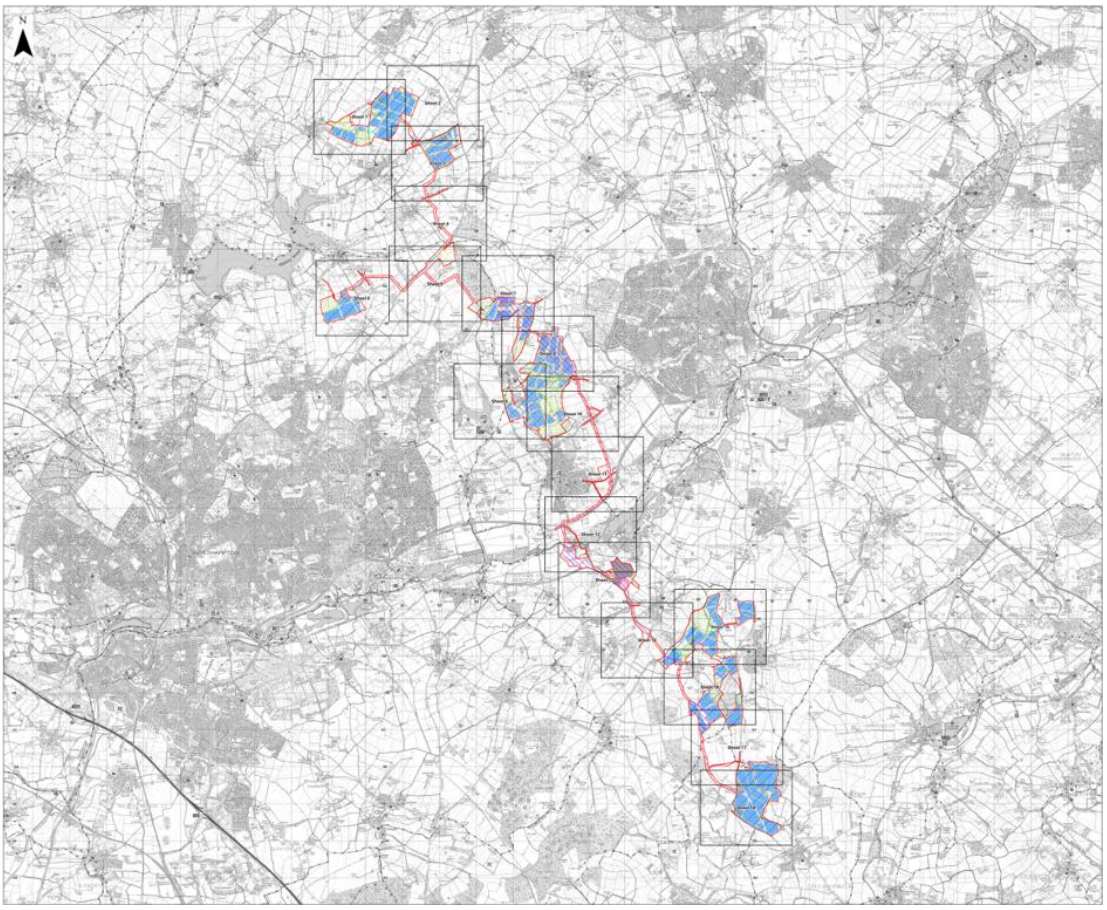
1.2.8. The proposed development works in summary comprise:

- Work No. 1 – Solar Photovoltaic Generating Station at sites Green Hill A, A2, B, C, D, E, F and G.
- Work No. 2 – Energy Storage Facility at Green Hill BESS with option to also install BESS at Green Hill C.
- Work No. 3 – Works in connection with onsite substations at each site including:
    - Work No. 3A – substations up to 400 kV;
    - Work No. 3B – substations up to 132 kV; and
    - Work No. 3C – substations up to 33kV.
- Work No. 4 – Works to the Grendon Substation to facilitate connection of the proposed development to the National Grid network.
- Work No. 5 – Grid connection cable works between the nine sites and connecting to the Grendon Substation.
- Work No. 6 – Works associated with each of the sites including boundary treatment, security measures, landscaping measures, internal access tracks, temporary footpath diversions, earthworks, drainage infrastructure.
- Work No. 7 – Temporary construction and decommissioning laydown areas within each of the sites.
- Work No. 8 – Works to facilitate both temporary construction access, and permanent access to the sites and CRC.
- Work No. 9 – Works to create and maintain habitat management areas.
- Work No. 10 – Creation of permissive paths for use of pedestrian, cyclist and equestrian users.

1.2.9. Full details of the proposal for each Work No. can be found in schedule 1 of the recommended Development Consent Order (rDCO) in appendix C of this report.

1.2.10. The illustrative layout is shown below in figure 1.2 (extract from the Works Plan [REP6-003]).

Figure 1.2: Illustrative plan of proposed development



Source: Works Plan (Revision G) [REP6-003]

1.2.11. The proposed development currently has a grid connection date of 2029. The applicant anticipates that construction works would commence, at the earliest, in the first quarter of 2027 and run to 2029 should the Order be made.

1.2.12. The operational life of the proposed development would be a maximum of 60 years. Once any part of the development ceases to operate, it would be decommissioned. A 60-year period for the operational phase of the proposed development has been assessed within the applicant's Environmental Statement (ES) [REP6-011].

RELEVANT PLANNING HISTORY

1.2.13. The relevant planning history of the land within the Order Limits is limited due to the predominantly agricultural use of the land. The applicant set out the results of its planning history searches in the Planning Statement [REP6-037] at Appendix A: Planning Application History Search – Green Hill Sites including Cable Route Corridor.

1.2.14. The applicant concluded in [REP6-037] that there would be no significant implications arising from the location of the proposed development upon any of the identified planning permissions.

1.3. CHANGES TO THE APPLICATION

1.3.1. Changes to the key application documents, including the wording of the dDCO, were submitted and updated during the examination. The changes sought to address points raised by interested parties (IP) and the ExA and to update or provide additional information resulting from changes and discussions that had occurred during the examination.

1.3.2. The applicant's changes to the application documents, together with any additional information submitted, are detailed in the Guide to the Application Revision I submitted at deadline 7 [REP7-003]. This provides a guide to all documents submitted as part of the application and was updated at each deadline when new or revised documents were submitted. It provides a full record of all documentation submitted into the examination.

FIRST CHANGE REQUEST

1.3.3. The applicant submitted a formal change request on 10 November 2025. The documents comprising the change request can be found in the EL referenced [CR1-001] to [CR1-040].

1.3.4. The Change Application and Consultation Report (CACR) [CR1-039] details the proposed changes. 9 changes were proposed, as described in section 3 of the CACR, for which the applicant carried out a non-statutory consultation exercise.

1.3.5. The ExA agreed with the applicant that the proposed changes were not so material that it constituted a materially different project. The proposed changes were not considered, individually or cumulatively, to lead to the project being different in nature or substance to that which was originally applied for.

1.3.6. The ExA therefore issued a procedural decision (PD) dated 21 November 2025 [PD-009] to accept the changes into the examination, subject to the subsequent fulfilment of duties under Regulations 7, 8 and 9 of the Infrastructure Planning (Compulsory Acquisition) Regulations 2010 (CA Regulations).

1.3.7. The applicant subsequently provided a Regulation 9a notice [OD-005] and Regulation 9b certificate [OD-006] to demonstrate that it fulfilled those duties.

SECOND CHANGE REQUEST

1.3.8. The applicant submitted a second formal change request on 17 February 2026. The documents comprising the change request can be found in the EL referenced [CR2-001] to [CR2-024].

1.3.9. The Change Application 2 and Supporting Environmental Information Report (CA2SEIR) [CR2-024] details the proposed changes. 4 changes were proposed, as described in section 3 of the CA2SEIR, for which the applicant carried out a non-statutory consultation exercise.

1.3.10. The ExA agreed with the applicant that the proposed changes were not so material that it constituted a materially different project. The proposed changes were not considered, individually or cumulatively, to lead to the project being different in nature or substance to that which was originally applied for.

1.3.11. The ExA therefore issued a PD dated 25 February 2026 [PD-018] to accept these further changes into the examination.

1.4. INITIAL ASSESSMENT OF PRINCIPAL ISSUES

1.4.1. As required by section (s) 88 of the Planning Act 2008 (PA2008) and Rule 5 of the Infrastructure Planning (Examination Procedure) Rules 2010 (EPR), the ExA made an initial assessment of principal issues (IAPI) arising from the application in advance of the preliminary meeting (PM). This formed an initial assessment of the issues based on the application documents and submitted relevant representations (RR). The list of issues relates to all phases of the proposed development. The IAPI was raised at the PM and the broad topics were considered an appropriate framework upon which to conduct the examination. The IAPI can be found in Annex C of the Rule 6 letter [PD-005]. The issues identified in the IAPI are as follows:

- Design
- Ecology and biodiversity
- Flood risk and drainage
- Glint and glare
- Historic environment
- Landscape and visual impact
- Other environmental matters
- Socio-economics and land use
- Traffic and transport

1.4.2. The application is also subject to a change that seeks additional land and rights, promoted by the applicant under the Infrastructure Planning (Compulsory Acquisition) Regulations 2010 (the CA Regs). As required by Regulation 11 of the CA Regs, the ExA also reviewed the IAPI having regard to matters raised in RRs pertaining to the additional land and rights sought. The ExA concluded that no change to the IAPI was required as a consequence of this change request.

1.5. THE EXAMINATION

1.5.1. The preliminary meeting (PM) took place on 21 October 2025 [EV3-005]. The ExA's PDs and the examination timetable took full account of matters raised at the PM. They were provided in the Rule 8 Letter dated 28 October 2025 [PD-006]. The principal components of and events around the examination can be seen in the examination timetable and are summarised below.

Table 1.1: Summary of the principal components of and events around the examination

Written questions and requests for information	
ExQ1	Issued 28 October 2025 [PD-007]
ExQ2	Issued 28 November 2025 [PD-011]
ExQ3	Issued 18 February 2026 [PD-017]
Requests for further information and comments	Rule 17 letter to Historic England dated 7 January 2026 [PD-012]
	Rule 17 letter to the applicant dated 27 March 2026 [PD-019]
Hearings	
The following issue specific hearings (ISH) were held:	ISH1 Environmental Matters on 22 October 2025 [EV2-001]
	ISH2 Environmental Matters on 9 December 2025 [EV4-001]
	ISH3 on the dDCO on 10 December 2025 [EV5-001]
	ISH4 Environmental Matters on 10 March 2026 [EV11-001]
	ISH5 Environmental Matters on 11 March 2026 [EV12-001]
	ISH6 on the dDCO on 12 March 2026 [EV13-001]
The following compulsory acquisition hearings (CAH) were held:	CAH1 on 10 December 2025 [EV6-001]
	CAH2 on 12 March 2026 [EV14-001]
The following open floor hearings (OFH) were held:	OFH1 on 9 December 2025 [EV8-001]
	OFH2 on 12 December 2025 [EV9-001]
	OFH3 on 10 March 2026 [EV10-001]
Site inspections	
The ExA carried out the following unaccompanied site inspections (USI):	USI1 on 11 September 2025 [EV1-001]
	USI2 on 26 February 2026 [EV15-001]
The ExA carried out the following accompanied site inspections (ASI):	ASI1 on 11 December 2025 [EV7-002]

1.5.2. The ExA published a Report on the Implications for European Sites (RIES) dated 27 January 2026 [PD-014].

1.5.3. The ExA issued its Schedule of Changes to the draft Development Consent Order on 28 January 2026 [PD-015].

PROCEDURAL DECISIONS

1.5.4. The PDs taken by the ExA are recorded in the EL referenced [PD-]. They detail the ExA's decisions relating to the procedure of the examination and did not bear on the ExA's consideration of the planning merits of the proposed development. All were broadly discharged as intended and no further reference is made to them in this recommendation.

STATEMENTS OF COMMON GROUND

1.5.5. By the end of the examination, final and signed statements of common ground (SoCG) between the applicant and the following interested parties (IPs) were submitted and are available in the EL:

- Anglian Water Services [REP6-079]
- Environment Agency [REP7-036]
- Historic England [REP6-075]
- Milton Keynes City Council [REP7-034]
- National Grid Electricity Transmission [REP7-042]
- National Highways [REP7-040]
- Natural England [REP7-038]
- North Northamptonshire Council [REP7-030]
- Northamptonshire Fire and Rescue Service [REP2-063]
- West Northamptonshire Council [REP7-032]

1.5.6. The signed SoCGs have been taken fully into account by the ExA in all relevant sections of this recommendation.

1.6. UNDERTAKINGS, OBLIGATIONS, AGREEMENTS AND CONSENTS

1.6.1. By the end of the examination, the applicant had entered into consents, agreements and licences as set out in Table 1.2. Further detail can be found in the applicant's Consents and Agreements Position Statement (CAPS) [REP5-077].

1.6.2. The CAPS also sets out additional consents, agreements or licences that the applicant may need to obtain prior to undertaking certain activities. The ExA does not consider that these would be an impediment to implementation of the proposed development.

Table 1.2: Summary of other consents and licences

Consent/agreement/licence	Date granted
Electricity Generation Licence	13 February 2025
Bilateral Connection Agreement	June 2021

Licence for works that may disturb a military crash site	10 February 2026

2. HOW THE APPLICATION IS DETERMINED

2.1. INTRODUCTION

2.1.1. This chapter identifies the key legislation, policy and local impact reports (LIRs) that the ExA recommendations have taken into account.

2.2. LEGISLATION AND POLICY

2.2.1. This section identifies the key legislation and policy that the ExA considers to be important and relevant to its findings and recommendations to the SoS. More detail is provided in appendix A to this recommendation.

PLANNING ACT 2008

2.2.2. The Planning Act 2008 (PA2008) provides a different basis for decision-making for Nationally Significant Infrastructure Project (NSIP) applications where a relevant national policy statement (NPS) (s104) has effect from that where no NPS has effect (s105). This is an application in respect of which there are more than one NPS in effect, and where NPS review processes were also in train during the examination.

2.2.3. The Examining Authority (ExA) has considered the statutory basis for examination, reporting and decision-making and has concluded that these must proceed under PA2008 s104 (decisions in cases where NPSs have effect). There are no substantial elements of the proposed development that fall outside the remit of relevant NPS policies and so PA2008 s105 (decisions in cases where no NPSs have effect) is not relevant.

2.2.4. An NPS has effect once it has been designated as such by parliament. It continues then to have effect until it is withdrawn. In the process of withdrawal, a draft replacement NPS may include transitional provisions which clarify how an application prepared under a withdrawn NPS is to be managed moving forward. Draft (including replacement) NPSs do not have effect until they in turn are designated, and then only subject to any transitional provisions that may apply. However, the content of draft NPSs is a matter that is capable of forming an important and relevant matter (PA2008 s104(2)(d)) to be considered by the Secretary of State (SoS) in their decision.

2.2.5. Section 104(2) of the PA2008 sets out the matters to which the SoS must have regard when making its decision. These include:

- any relevant NPS
- any duly submitted local impact report (LIR)
- any matters prescribed in relation to the development
- any other matters the SoS thinks are both important and relevant to the decision

2.2.6. Section 104(3) of the PA2008 requires the SoS to decide the application in accordance with any relevant NPS that has effect in relation to this application, subject to the exceptions in s104(4) to (8) as follows:

- where deciding the application in accordance with any relevant NPS would lead to the UK being in breach of any of its international obligations.
- where deciding the application in accordance with any relevant NPS would lead to the SoS being in breach of any duty imposed on her or him by or under any enactment.
- where deciding the application in accordance with any relevant NPS would be unlawful by virtue of any enactment.
- where the adverse impact of the proposed development would outweigh its benefits and/or
- where any condition prescribed for deciding an application otherwise than in accordance with a NPS is met.

2.2.7. This recommendation sets out the ExA's findings, conclusions and recommendations taking these matters into account and applying s104 of the PA2008.

OTHER LEGISLATION

2.2.8. A full list of relevant primary and secondary legislation, including but not limited to duties arising under the Equality Act 2010, Human Rights Act 1998 and the Climate Change Act 2008 (as amended), can be found in appendix A of this recommendation. All applicable legislation has been considered by the ExA as required and its findings and recommendations are framed so as to identify and enable the SoS to discharge all applicable statutory considerations or duties.

2.3. NATIONAL POLICY STATEMENTS

2.3.1. NPSs set out government policy on different types of national infrastructure development. Having regard to the purposes of s104(2)(a) of the PA2008, the ExA considers that the following NPSs are relevant to the application:

- Overarching National Policy Statement for energy (EN-1) 2023
- National Policy Statement for renewable energy infrastructure (EN-3) 2023
- National Policy Statement for electricity networks infrastructure (EN-5) 2023

2.3.2. These NPSs form the primary policy context for this examination. This recommendation sets out the ExA's findings, conclusions and recommendations taking these matters into account and applying the approach set out in s104 of the PA2008.

REVIEW OF NATIONAL POLICY STATEMENTS

2.3.3. Updated NPSs EN-1, EN-3 and EN-5 (December 2025) were published on 13 November 2025 and were designated on 7 January 2026.

2.3.4. Section 1.6 of NPS EN-1 (December 2025) sets out the transitional provisions and states that for DCO applications such as this, which were accepted for examination before the final publication of the approved 2025

updates, the 2023 suite of NPSs for Energy should have effect in accordance with the terms of those NPSs.

2.3.5. The content of the updated NPSs for Energy is a matter that is capable of forming an important and relevant matter to be considered by the SoS in their decision. The views of parties were sought on this matter during the examination as part of the ExA's second round of written questions (Q2.1.3 of [PD-011]).

OTHER NATIONAL POLICY

2.3.6. Other important and relevant government policy has been taken into account by the ExA, including the following:

- National Planning Policy Framework (NPPF) (2025)
- National Infrastructure Strategy (2020)
- Powering Up Britain (2023)
- A Green Future: Our 25 Year Plan to Improve the Environment (2018)
- British Energy Security Strategy (2022)
- Clean Power 2030 Action Plan (2024)
- The Land Use Framework for England (2026)

2.3.7. These policies are discussed in more detail in section 3.2 ‘The Principle of Development’ of this recommendation.

2.4. LOCAL IMPACT REPORTS

2.4.1. Three local impact reports (LIR) were submitted into the examination at deadline 1 by the following local authorities:

- Milton Keynes City Council [REP1-169]
- North Northamptonshire Council [REP1-171]
- West Northamptonshire Council [REP1-175]

2.4.2. LIR content has been considered through the examination and in this recommendation. It must be considered during the decision by the SoS pursuant to PA2008 s104(2)(b).

2.4.3. The issues raised in the LIRs are considered in further detail in relation to relevant planning issues in chapter 3 of this recommendation.

2.4.4. Amongst other matters, LIRs identify local policies (including those from the development plan) which are capable of being important and relevant considerations under s104(2)(d) of the PA2008. For an application proceeding under s104 PA2008, subsection (3) requires that the SoS must decide the application in accordance with any relevant NPS, except to the extent that one or more of the exceptions set out in subsections (4) to (8) applies. Where a relevant local policy and designated NPS policy are in conflict, the effect of this duty (subject to any applicable exception) is to establish a presumption in favour of NPS policy in the SoS’s decision-making.

2.5. ENVIRONMENTAL IMPACT ASSESSMENT

2.5.1. The applicant provided a notification under Regulation 8(1)(b) of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017 (EIA Regulations) of its intention to provide an Environmental Statement (ES). Therefore, in accordance with Regulation 6(2)(a) of the EIA Regulations, the ExA determined that the proposed development was EIA development.

2.5.2. On 24 July 2024, the applicant submitted a Scoping Report to the SoS under Regulation 10 of the EIA Regulations in order to request an opinion about the scope of the ES to be prepared (a scoping opinion) [APP-066].

2.5.3. On 30 August 2024 the Planning Inspectorate provided a scoping opinion [REP1-035].

2.5.4. Overall, the ExA considers that the ES, as supplemented with additional information during the examination, is sufficient to enable the SoS to take a decision in compliance with the EIA regulations.

2.5.5. The ExA considered that changes to the documentation, comprising the ES during the examination, together with the change requests (see section 1.3 of this recommendation) did not individually or cumulatively undermine the scope and assessment of the ES. Chapter 3 of this recommendation will summarise the environmental effects under each topic section.

2.6. HABITATS REGULATIONS ASSESSMENT

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

2.6.2. The proposed development is one that has been identified as giving rise to the potential for likely significant effects (LSE) on European sites and hence is subject to a Habitats Regulations Assessment (HRA).

2.6.3. As is the convention and to inform SoS decisions prepared under the PA2008, a separate record of considerations relevant to HRA has been set out in chapter **Error! Reference source not found.** of this recommendation.

2.7. TRANSBOUNDARY EFFECTS

2.7.1. A transboundary screening under Regulation 32 of the EIA Regulations was undertaken on behalf of the SoS on 30 August 2024 following the applicant's request for an EIA scoping opinion (item 2.2.9 of [REP1-035]). No significant effects were identified on the environment in a European Economic Area (EEA) member state.

2.7.2. The Regulation 32 duty is an ongoing duty and, on that basis, the ExA has considered whether any facts have emerged to change these screening conclusions, up to the point of closure of the examination. The ExA is content

that there would be no transboundary LSE on the environment in an EEA state.

3. THE PLANNING ISSUES

3.1. INTRODUCTION

3.1.1. This chapter sets out the Examining Authority's (ExA) findings and conclusions on the planning issues. The chapter is structured firstly to examine matters of principle, including need and alternatives. It then addresses individual planning issues, set out in individual sections. The order in which these section headings are presented should not be taken to imply any order of merit.

3.1.2. In each section, the ExA identifies the policy background, followed by a summary of the application as made, then reports on the main issues for each topic. Findings and conclusions are drawn for each topic. These in turn identify whether the effects carry a little weight, moderate weight, great weight, or very great weight for or against the making of the Development Consent Order (DCO).

THE PLANNING ISSUES IN THIS REPORT

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

3.1.4. The planning issues considered in this chapter of our recommendation are as follows:

- Section 3.2: The principle of the development
- Section 3.3: Agriculture and soil
- Section 3.4: Biodiversity and geological conservation
- Section 3.5: Glint and glare
- Section 3.6: Historic environment
- Section 3.7: Hydrology, flood risk and drainage
- Section 3.8: Landscape, visual and design
- Section 3.9: Socio-economics
- Section 3.10: Traffic and transport
- Section 3.11: Other environmental matters

3.1.5. The findings and conclusions for each topic are then taken forward to chapter 5 for our overall consideration of the planning balance and the case for development consent.

3.2. THE PRINCIPLE OF THE DEVELOPMENT

INTRODUCTION

3.2.1. This section sets out the ExA's consideration of the principle of the development. It examines the need, alternatives considered in the site selection, electricity generation and grid connection, and decommissioning.

3.2.2. The effects of the proposed development on climate change, including greenhouse gas (GHG) emissions, also form part of the need case and are therefore also addressed in this section.

LEGISLATION AND POLICY BACKGROUND

3.2.3. In its consideration of the principle of the development, the ExA has had regard to:

Climate Change Act 2008

3.2.4. The Climate Change Act 2008 (CCA2008) sets a target for the year 2050 for the reduction of targeted GHG emissions and to provide for a system of carbon budgeting (amongst others). The Climate Change Act 2008 (2050 Target Amendment) Order 2019 amends the 2050 target in the CCA2008 to net zero, i.e. that the net United Kingdom (UK) carbon account, in terms of carbon dioxide and other targeted GHG, for the year 2050 is at least 100% lower than the relevant baseline year. A series of carbon budget orders set the carbon budgets for relevant periods.

NEED AND CLIMATE CHANGE

NPS EN-1

3.2.6	Urgent need for the types of infrastructure covered by this national policy statement (NPS).
3.2.7	The weight to be given to that need.
3.3.20	The role of solar generation.
4.2.2	Delivery of energy security, net zero, and low carbon sources of energy.
4.2.5	Definition of low carbon infrastructure.
4.10.11	Need to demonstrate high level of resilience to climate change.
5.3.3	Climate change impacts.
5.3.4	Matters for a GHG assessment.
5.3.8	Assess GHG emissions of all stages of development.

5.3.9	Reduce GHG emissions.
5.3.10	Mitigate or offset emissions. Residual emissions.

NPS EN-3

2.4.11	Increased risk of flooding and impact of higher temperatures.

ALTERNATIVES

NPS EN-1

4.3.9	Consideration of alternatives.
4.3.10	Information to be sufficient to meet the requirements of EIA Regulations.
4.3.15	Reasonable alternatives and reasons for the choice.
4.3.17	Alternatives for compliance with policy or legal requirements.
4.3.22 to 4.3.27	Consideration of alternatives in decision making.
5.8.6 to 5.8.12	Policy tests in respect of siting developments and flood risk.

NPS EN-3

2.10.18 to 2.10.69	Factors that are likely to influence the key considerations involved in the siting of a solar farm.

NPS EN-5

2.2.7 to 2.2.9	Alternatives in cable routes and substation location.

ELECTRICITY GENERATION AND GRID CONNECTION

NPS EN-1

4.11.6	Applicants should provide information as part of their application confirming that there is no obvious reason why a network connection would not be possible.
4.11.12	Network connection arrangements.

NPS EN-3

2.10.22	Capacity of local grid network.
2.10.50	Total capacity of a solar farm.
2.10.55	Generating capacity over time.

2.10.67	Solar panel efficiency and replacement.

OPERATION AND DECOMMISSIONING

NPS EN-3

2.10.65	Solar panel efficiency and the period of consent.
2.10.66	Time limited consent.
2.10.146	Outline plans for decommissioning.
2.10.147	Setting the time limit.
2.10.148	Removal of inoperative plant.
2.10.149	Upper time limit.
2.10.150	Consideration of the time limit.

Local Policies

3.2.5. The local impact reports (LIR) submitted by North Northamptonshire Council (NNC) [REP1-171], West Northamptonshire Council (WNC) [REP1-173] and Milton Keynes City Council (MKCC) [REP1-169] identified the following relevant local policies:

North Northamptonshire Joint Core Strategy

- Policy 26 - Renewable and Low Carbon Energy

West Northamptonshire Joint Core Strategy Local Plan (Part 1)

- Policy S11 - Low Carbon and Renewable Energy

Settlements and Countryside Local Plan (Part 2) for Daventry District 2011-2029

- Policy ENV9 - Renewable Energy and Low Carbon Development

Plan:MK 2016-2031

- Policy SC2: Community energy networks and large-scale renewable energy schemes
- Policy SC3: Low carbon and renewable energy generation

3.2.6. Other relevant documents include the North Northamptonshire Climate Change Strategy and the West Northamptonshire Climate Change Strategy.

THE APPLICATION

NEED, INCLUDING CLIMATE CHANGE

3.2.7. Environmental Statement (ES) Chapter 6: Energy Need, Legislative Context and Energy Policy [APP-043] provides an overview of the legislative and policy framework for the proposed development.

3.2.8. The applicant's Statement of Need [APP-556] provides further detail of its argument for the necessity of the proposed development.

3.2.9. The applicant argues in [APP-556] that the UK has legally binding targets through the CCA2008 to decarbonise. Without a rapid increase in the supply of low carbon electricity, the urgent requirement to decarbonise other sectors (as will be required to meet future carbon budgets) is unlikely to be achieved.

3.2.10. The applicant states that the proposed development is critical national priority (CNP) infrastructure. NPS EN-1 states at paragraph 4.1.7 that “For projects which qualify as CNP infrastructure, it is likely that the need case will outweigh the residual effects in all but the most exceptional cases”. The applicant therefore argues that it follows that the urgent need for the proposed development to help achieve the UK’s energy objectives, together with the national security, economic, commercial, and net zero benefits, would outweigh any other residual impacts not capable of being addressed by application of the mitigation hierarchy (NPS EN-1 paragraph 3.3.63).

3.2.11. It goes on to argue that solar generation is increasing in both scale and importance within emerging government policy. Not only for the benefits it delivers to decarbonisation, but also because of the need for secure and affordable energy supplies, as set out in the Energy Act 2023. The government has established a framework to support a total of 45 to 47GW of solar capacity to be connected by 2030, as set out in the Clean Power 2030 Action Plan, alongside ambitious capacity ranges for onshore and offshore wind.

3.2.12. The applicant considers that, to deliver this capacity of solar generation, the equivalent of approximately one project of the proposed development's size would need to be switched on every month between the end of 2024 and 2030. It sets out that projects such as the proposed development, which are more ready to build with connection offers in the 2020s, are valuable to deliver the government’s ambition to deliver ‘Clean Power by 2030’.

3.2.13. The applicant states that it is important to recognise that ground-mounted large-scale solar is a mature technology which is capable of delivering a reliable and rapid rollout once projects are consented. It is also one of the cheapest forms of electricity generation that is readily deployable at scale.

3.2.14. The proposed development includes a battery energy storage system (BESS) as associated development under section 120 of the Planning Act 2008. The applicant notes that NPS EN-1 supports the need for integration technologies, and BESS is a suitable and beneficial integration technology. NPS EN-3 provides policy support for developments, such as this scheme,

which include co-located solar and storage technologies because both technologies are needed and co-location maximises the efficiency of land use. Co-location also maximises utilisation of the grid connection.

3.2.15. Chapter 5 of [APP-556] sets out how electricity demand must grow in order to deliver net zero. Chapters 7 and 8 set out the technical considerations for solar schemes and then explain how the proposed location is suitable for a large-scale solar project, in respect of proximity to an existing grid connection point, solar irradiation, and overplanting (described in NPS EN-3 as the situation in which the installed generating capacity or nameplate capacity of the facility is larger than the generator's grid connection).

3.2.16. The applicant concludes that the proposed development would, if consented, make an important and significant contribution towards achieving the government's Clean Power target and legally binding net zero target by 2050.

Climate change

3.2.17. ES Chapter 7: Climate Change [APP-044] presents the findings relating to the potential climate change impacts of the proposed development during the construction, operation and maintenance, and decommissioning phases.

3.2.18. The applicant's climate change assessment process includes the following:

- Greenhouse Gas (GHG) Emissions Impact Assessment – The likely impact of GHG emissions arising from the scheme on the climate over its lifetime;
- Climate Change Risk (CCR) Review – The resilience of the scheme to climate change impacts; and
- In-combination Climate Change Impact (ICCI) – The combined impact of the scheme and future climate change on the receiving environment in relation to other disciplines.

Methodology and Baseline

3.2.19. The study area for the GHG assessment is the global climate, whilst the CCR review focuses on the Order Limits. The ICCI study area considers receptors identified within the Flood Risk assessment, as outlined in ES Chapter 10 [REP6-007] and other relevant topic chapters, that would be impacted by the proposed development in combination with future climatic conditions.

3.2.20. The applicant's assessment methodology is set out in section 7.4 of [APP-044]. GHG emissions were quantified across the scheme's lifecycle stages using industry guidance, and the significance was assessed in the context of UK carbon budgets (set out in table 7.5 of [APP-044]).

3.2.21. Risks to the proposed development from the effects of climate change were identified in the CCR assessment and their likelihood and consequences evaluated to determine significance.

3.2.22. The current baseline described in section 7.6 of [APP-044] includes existing agricultural activities and associated GHG emissions on the Green Hill Sites.

The future baseline considers grid decarbonisation and climate change probabilistic projections from UKCP18 data for 30-year periods from 2020 - 2099.

Mitigation measures

3.2.23. Embedded mitigation measures detailed in section 7.7 of [APP-044] include waste reduction during the construction phase, use of low-carbon materials, and controls to reduce transport emissions.

3.2.24. Measures during the operational phase focus on climate change resilience, such as flood risk management set out in greater detail in ES Chapter 10 [REP6-007]. For either fixed and tracker panels, all sensitive and electrical equipment on the solar panel would be elevated by the legs (including the solar panel face itself) so that it is no less than 0.6m above the surrounding peak flood level, accounting for the effects of climate change.

3.2.25. The applicant notes that the scheme itself mitigates against the effects of climate change. There is a need to generate electricity and generating this through solar power would result in less GHG emissions than other conventional methods.

Assessment of impacts and effects

3.2.26. Renewable energy generation from the scheme during the first year of operation is estimated by the applicant (paragraph 7.8.73 of [APP-044]) to be around 670,000MWh/year if tracker solar panels were used and around 620,000MWh/year if fixed panels were implemented. To account for product degradation, a 2% degradation factor for the first year was applied, followed by a 0.45% degradation factor for each subsequent year. This results in an estimated energy generation figure of 576,100MWh and 533,107MWh in the final year of operation for trackers and fixed panels respectively. The total energy generated by the scheme has been calculated as around 37.12TWh or 34.35TWh over the 60 years of operation for trackers and fixed panels respectively.

3.2.27. Construction phase GHG emissions are estimated by the applicant in section 7.8 of [APP-044] to be 352,947 tonnes of carbon dioxide equivalent (tCO2e), with the majority of emissions arising from embodied carbon in solar photovoltaic panels and BESS. During the operational phase, GHG emissions are estimated to be 1,276,383 tCO2e, with the majority of emissions also arising from the embodied carbon in solar photovoltaic panels and batteries that would need to be replaced during the 60-year lifespan of the scheme.

3.2.28. As the operational carbon intensity of the scheme is assessed at 34.39 to 37.16 gCO2e/kWh, significantly lower than the current grid average of 207.05 gCO2e/kWh in 2024, the applicant's assessment concludes that the scheme would have a significant beneficial effect on climate change, through the avoidance of GHG emissions over its 60-year lifespan.

3.2.29. The CCR assessment, as set out in tables 7.27, 7.28 and 7.29 of [APP-044], did not identify any significant climate change risks to the scheme due to the embedded resilience measures incorporated into the design.

3.2.30. The ICCI assessment concludes that the greatest risk of in combination effects is the increased flooding events from extreme weather arising from a changing climate, assessed in ES Appendix 10.1: Flood Risk Assessment and Drainage Strategy [REP5-021].

3.2.31. Overall, the proposed development is assessed in [APP-044] to have a beneficial and significant effect by offsetting higher-emission grid electricity and supporting the UK's transition to net zero emissions.

Cumulative effects

3.2.32. Section 7.11 of [APP-044] considers cumulative effects. The applicant notes that the receptor for its GHG assessment is the global climate. All projects worldwide have the potential to contribute to cumulative impacts on the global climate through their GHG emissions.

3.2.33. The applicant goes on to note that the receptor for the climate resilience review is the solar project itself and its surrounding area. Given this, the potential for cumulative effects of climate change on the project is considered within the overall CCR assessment. The assessment has not identified any significant cumulative effects as a combined effect of multiple developments in the region. This is due to the implementation of mitigation measures to address GHG emissions and climate change resilience for the proposed development.

3.2.34. The residual cumulative impacts on the global climate and the project's resilience to climate change are therefore considered by the applicant to be not significant.

ALTERNATIVES

3.2.35. ES Chapter 5: Alternatives and Design Evolution [APP-042], supported by ES Appendix 5.1 Site Selection Assessment [REP1-037], sets out the applicant's site selection process, design evolution and consideration of alternatives. The following alternative scenarios are considered in [APP-042]:

- Alternative sites;
- Alternative technologies;
- Alternative design/layouts; and
- Alternative cable route corridors.

Site selection process and consideration of alternative sites

3.2.36. The applicant notes in [APP-042] that it has entered into a grid connection agreement with National Energy System Operator (NESO) for the export and import of 500MW of electricity at Grendon Substation. A smaller scheme would not deliver the same 500MW generation capacity or energy security

and climate change benefits as the proposed development, and as such is not considered to represent a reasonable alternative.

3.2.37. A 'no development' scenario as an alternative to the proposed development has also not been considered by the applicant, in line with NPS EN-1 paragraph 4.3.23. This is explained at paragraph 5.5.3 of [APP-042] because 'no development' is not considered to be a reasonable alternative to the proposed development as it would have no prospect, realistic or otherwise, of delivering the additional renewable energy generation proposed.

3.2.38. The applicant undertook a five-stage process to site selection, as reported in section 5.6 of [APP-042]. This process sought to identify sites that meet the legislative and policy requirements, whilst recognising the need for the scheme to be commercially viable. To meet the 500MW grid connection offer, the applicant considered that around 1,000 ha of land was needed. 10% was added to that to allow for additional mitigation measures and constraints identified during design development. The applicant's initial search area was within a 5km radius of Grendon Substation, which was expanded to 20km in order to find sufficient land for the proposed development within a viable distance.

3.2.39. Having considered a range of technical, environmental and economic factors at stages 2 to 5 of the assessment, including a sequential test for flood risk as set out in Appendix B of the Planning Statement [REP6-037], the applicant selected the nine Green Hill Sites included within the application. The applicant argues that there would be no obviously more suitable sites available within the area of search.

Alternative generation technology

3.2.40. The applicant considers (in section 5.7 of [APP-042]) alternative forms of renewable energy generation to the large-scale ground mounted solar photovoltaic generation station that is proposed.

3.2.41. Tidal power, offshore wind and hydroelectric storage were not considered viable options due to the location of the Grendon Substation, due to the prohibitive cost of cabling over the required distance from the coast and also due to being within an area of low topography with no local opportunities to source hydroelectric power from rivers.

3.2.42. Nuclear power was not considered as an alternative because of the lengthy development timeframe (circa 20 years) that such a project would involve. The proposed development would be able to start generating electricity far more quickly, with a planned grid connection date of 2029.

3.2.43. Onshore wind development could be a potential alternative source of power generation but was considered by the applicant to be unsuitable for the site due to likely visual and noise impacts from turbine height and proximity to residential areas.

3.2.44. The applicant further argues that the proposed development includes BESS, which adds a level of resilience and stability which wind turbines cannot offer.

BESS is considered important for grid resilience, ensuring reliable electricity supply during peak demand or outages. Accordingly, solar photovoltaic with battery storage is the preferred renewable energy solution for the site.

Design alternatives

3.2.45. The layout of the proposed development has been informed by the matters set out in table 5.7 "Design parameters for sites" of [APP-042]. Tables 5.8 and 5.9 of [APP-042] then go on to detail the applicant's iterative design process, responding to consultation feedback at various stages pre-application. The applicant in the ES Non-Technical Summary [APP-543] highlights the following key design changes:

- Removing solar panels from areas within sites to avoid significant archaeological, ecological or glint and glare effects;
- Changing the location of solar panels within the sites to minimise views from local properties and mitigate visual impacts; and
- Removing solar panel arrays and other built infrastructure from fields of higher ecological value.

3.2.46. Table 5.11 of [APP-042] sets out the locational considerations for the BESS.

3.2.47. Table 5.13 of [APP-042] sets out the design considerations for the selection and refinement of the cable route corridor.

3.2.48. The ExA's detailed consideration of design matters is set out in section 3.8 later in this report.

ELECTRICITY GENERATION AND GRID CONNECTION

3.2.49. The applicant has submitted a Grid Connection Statement [REP6-035] in support of its application. The applicant notes the statement has been prepared in accordance with Regulation 6(1)(a)(i) of the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009, which requires an applicant for a DCO in respect of an onshore generation station to provide a statement setting out who would be responsible for designing and building the connection of the electricity grid.

3.2.50. The Grid Connection Agreement with NESO allows the applicant to export the electricity produced at the Green Hill sites, not to exceed 500MW (AC), connecting in July 2029. It also allows for the import of up to 500MW (AC) of electrical energy to be stored in an energy storage facility (BESS) to be exported at a different time, back to the National Electricity Transmission System (NETS).

3.2.51. Consent for the grid connection works would be via Works Nos. 3, 4 and 5 as set out in schedule 1 of the dDCO [REP7-005].

OPERATION AND DECOMMISSIONING

3.2.52. The proposed development would have an operational life of up to 60 years, as secured by requirement (R) 21(1) of the dDCO [REP7-005].

3.2.53. Decommissioning would be expected to take between 12 and 24 months. Decommissioning of the scheme and restoration of the site is secured by R21 of the dDCO [REP7-005]. A decommissioning plan for each site or phase of decommissioning would be in accordance with the Outline Decommissioning Statement (oDS) [REP6-045] to ensure potential decommissioning impacts are minimised.

ISSUES CONSIDERED DURING THE EXAMINATION

NEED, INCLUDING CLIMATE CHANGE

3.2.54. As part of ExQ1 (Q5.0.3 and Q5.0.4 of [PD-007]) the ExA asked whether potential underperformance of the solar and BESS elements of the scheme had been considered and assessed. The applicant responded in [REP1-163] stating that it has drawn on its experience to ensure that the proposed development has been designed to provide sufficient flexibility to overcome performance challenges.

3.2.55. The applicant goes on to state that development of now operational solar projects and storage projects in the UK means that the technical and operational performance of these technologies is well understood, as is the anticipated annual output from operational schemes. The applicant therefore considers that it is bringing forward a scheme which would have a very high probability of performing as anticipated.

3.2.56. The ExA also asked in Q5.0.1 of [PD-007] about overplanting ratios in relation to the illustrative scheme layout. NPS EN-3 paragraph 2.10.55 footnote 92 sets out that reasonable overplanting at a scheme should be considered as acceptable in a planning context, as long as it can be justified and its impacts have been assessed through the planning process on the basis of the full extent of the scheme, including any overplanting.

3.2.57. The applicant responded in [REP1-163] stating that the Illustrative Layout Plans [APP-193 to APP-206] as submitted represent a tracker scheme with an overplanting ratio of 1.3. This layout requires c.2.5 acres/MW(p), which it notes is within the ‘typical” range as stated at paragraph 2.10.17 of NPS EN-3 (2 to 4 acres/MW).

3.2.58. The ExA in Q2.1.4 of ExQ2 [PD-011] asked the applicant to explain further about the circumstances in which the BESS might import and store up to 500MW from the NETS, as allowed under the connection agreement. The applicant responded in [REP3-074] setting out examples and referring back to the Statement of Need [APP-556], arguing that to deliver a BESS with a lower capability for importing from the NETS, when to do so would not reduce any significant effects associated with development but would deliver a functionally less useful scheme, would clearly not be in keeping with current policy and the Government’s ambition to deliver a clean power system by 2030.

3.2.59. Additional queries were raised by parties during the examination regarding the BESS and importing energy, such as seasonal variations and resulting potential impact on the grid (for example [REP4-044]). The applicant

responded in [REP5-088] explaining why the requested safeguards would not be necessary and reiterating the principle that the BESS would be used to store energy when it is generated in abundance and releasing it later when it is needed.

3.2.60. In relation to need and climate change, other than generalised comments about there being many large-scale solar projects across England and there being other forms of renewable energy generation technologies available, no particularly detailed arguments were advanced by interested parties (IPs). A number of representations, for example comments from the local MPs [REP6-107] and [REP6-108], sought instead to acknowledge the need for renewable energy generation, but questioned whether the Green Hill Sites are the appropriate location due to the scale of the proposed development and for other planning reasons.

3.2.61. The ExA considers that there is a need for the proposed development and that it would have a beneficial and significant effect by offsetting higher-emission grid electricity and supporting the UK's transition to net zero emissions. We are also satisfied that the climate change assessment in [APP-044] addresses the requirements of NPS EN-1 and NPS EN-3.

ALTERNATIVES

3.2.62. Various written representations submitted and comments made during open floor hearings (for example [RR-1109] [RR-1219] [RR-1248] [REP1-246]) suggested that a better alternative to the proposed development would be to utilise the roof space of many of the industrial buildings or car parks and brownfield land in and around Northampton rather than to use large areas of agricultural land.

3.2.63. The applicant responded to this in [REP1-161] explaining that a very large number of commercial rooftops would be required to deliver the scale of solar energy generation equivalent to the scheme and there would be legal and land ownership complexities in combining a large number of sites which would be prohibitive.

3.2.64. The applicant argues that roof top solar is not therefore considered to be an alternative to the scheme and should be deployed in addition to large scale solar farms rather than instead of them. In terms of the use of brownfield sites, [APP-042] details that there was no brownfield land that met the minimum individual site threshold nor the overall scale of land required within the search radius of Grendon Substation.

3.2.65. Various representations, such as [REP1-188], questioned the overall amount of land being required for a scheme that would have a maximum output of 500MW. The applicant responded in [REP2-048] explaining land take requirements of the proposed development and the need to maximise use of the available grid connection, as existing connection capacity is in short supply.

3.2.66. Comments were made (for example [REP3-097]) regarding the applicant's site selection process and arguing that elements of the proposed development could not be argued to be close to the grid connection point. The applicant responded in [REP4-021] reiterating its approach to site selection and highlighting the benefits of having willing landowners, reducing the need for use of compulsory acquisition powers.

3.2.67. Other representations, such as [REP1-246], questioned the effectiveness of solar as a technology and also highlighted the potential scale of the pipeline of solar projects across the UK. The applicant responded in [REP2-048] reiterating that government policy in NPS EN-3 is supportive of solar which is co-located with storage to maximise the efficiency of land use.

3.2.68. The ExA is satisfied that the applicant in [APP-042] has considered reasonable alternatives and set out reasons for its choice as required by paragraphs 4.3.9 and 4.3.15 of NPS EN-1.

ELECTRICITY GENERATION AND GRID CONNECTION

3.2.69. As part of ExQ1 (Q1.0.1 of [PD-007]) the ExA asked National Grid Electricity Transmission plc (NGET) to confirm it was satisfied with the applicant's Grid Connection Statement [APP-557]. NGET responded [REP1-176] confirming it had no comment in relation to its content.

3.2.70. As part of ExQ3 (Q3.1.1 of [PD-017]) the ExA asked the applicant:

"With respect to the review of connections that the National Energy System Operator (NESO) has been undertaking with the Government, Ofgem and the generation and transmission industry, as part of NESO's decision making process was the applicant notified in December 2025 as to whether it continues to have an extant grid connection offer?

If you have been notified and an offer has been made, is that offer now a Gate 1 or Gate 2 offer for solar generation and battery energy storage and what, if any, implications does having received a Gate 1 or Gate 2 offer have for the implementation assumptions referred to in the application documentation, for example the commencement of construction in the event of the proposed development receiving consent?"

3.2.71. The applicant responded in [REP6-061] that it had received the following information from NESO in December 2025:

- The solar component of the proposed development will receive an Agreement to Vary (ATV) to its existing connection agreement to move it to a Gate 2 Phase 1 connection offer. The firm connection date for such offers is expected to be in 2030 or earlier and, subject to NESO's current timelines, will be confirmed to the applicant by NESO before the end of September 2026.
- The BESS component of the proposed development will receive an ATV to its existing connection agreement to move it to a Gate 1 connection offer. The indicative connection date for such offers has not yet been

confirmed but, subject to NESO's current timelines, is expected to be communicated by NESO in 2027, after Gate 2 offers have been sent out.

3.2.72. The applicant goes on to state that government is clear that the Clean Power Plan and Connections Reform is not about stopping projects, but is about prioritising projects for 2030, while maintaining a robust pipeline beyond 2030. Projects which continue to demonstrate they are 'ready' are expected to be re-prioritised.

3.2.73. While being informed of a Gate 1 prioritisation means there is not yet a confirmed grid connection date, the applicant states it intends to keep developing the scheme with the aim, if consent is granted, of securing a Gate 2 connection for the BESS in a future connections queue prioritisation round.

3.2.74. The applicant concludes that NESO's communications therefore do not have any implications for the scheme. The reasonable construction and operational scenarios considered by the applicant remain within the bounds of the implementation assumptions referred to in the application documentation.

3.2.75. The ExA is satisfied that the applicant has demonstrated that there is no obvious reason why a network connection would not be possible as required by paragraph 4.11.6 of NPS EN-1. Whilst some other NSIP renewable energy projects are dependent on the delivery of another separate scheme for their network connection, adding an element of uncertainty to delivery, we are mindful that this scheme would connect to an existing grid connection at Grendon Substation and has a Grid Connection Agreement for 2029.

OPERATION AND DECOMMISSIONING

3.2.76. During the examination, NNC and WNC have maintained an objection [REP7-030] [REP7-032] to the proposed operational life of the proposed development being 60 years, stating a 40-year period referred to as 'typical' in NPS EN-3 would be materially preferable in respect of the scheme's impact on local communities.

3.2.77. The applicant responds in [REP7-025] that the proposed maximum 60-year operational period is not uncommon, with several consented solar DCO projects providing for the same timescales, including the Mallard Pass Solar Farm; Cottam Solar Project; West Burton Solar Project; Gate Burton Energy Park; and Tillbridge Solar Project. The applicant states that the ES has not identified any environmental impacts that would warrant a shorter operational period for the scheme.

3.2.78. The applicant notes in [REP7-025] that whilst an upper limit of 40 years is typical, paragraph 2.10.141 of NPS EN-3 recognises that applicants may seek consent without a time period or for differing time-periods for operation. A 60-year period was chosen in recognition of the urgent need for renewable energy generation, with provision made for replacement of solar PV panels to maximise generation throughout the lifetime of the scheme.

3.2.79. The Stop Green Hill Solar group [SGHS] set out concerns in [REP6-094] regarding decommissioning and whether the oDS [REP6-045] was sufficiently detailed. They called for the applicant to provide a restoration bond as a safeguard to guarantee appropriate future decommissioning.

3.2.80. The applicant noted in [REP3-074] that in the decision for the Oaklands Farm Solar Park (paragraphs 4.21 to 4.45), the SoS considered that, with a decommissioning requirement in place, there was no need for further controls. Non-compliance with any of the requirements in a made DCO would constitute a criminal offence and could result in an unlimited fine by way of penalty if convicted on indictment. This provides a robust mechanism for ensuring decommissioning and restoration are successfully carried out.

3.2.81. The ExA considers that the applicant has sufficiently justified an operational period of up to 60 years for the proposed development and that the approach to decommissioning, secured by R21 of schedule 2 to the dDCO [REP7-005] and the oDS [REP6-045], is appropriate.

EXA'S CONCLUSIONS ON THE PRINCIPLE OF DEVELOPMENT, INCLUDING CLIMATE CHANGE

3.2.82. The ExA concludes that the proposed development is low carbon infrastructure as set out in paragraph 4.2.5 of NPS EN-1. Further, paragraphs 3.2.6 and 3.2.7 of NPS EN-1 establish that there is an urgent need for the proposed development to contribute to the UK Government meeting its energy security and net zero ambitions and that this should be given substantial weight. Paragraphs 3.3.25 and 3.3.26 of NPS EN-1 identify that the energy storage that would be provided by the BESS has a key role to play in achieving net zero, providing flexibility to the energy system, to reduce costs and increase reliability.

3.2.83. The ExA also concludes that the applicant has met the requirements of section 5.3 of NPS EN-1 through the findings presented in ES Chapter 7 [APP-044] and there would be clear benefits resulting from the proposed development in respect of climate change.

3.2.84. Residual cumulative impacts on the global climate and the project's resilience to climate change are assessed in [APP-044] to be not significant.

3.2.85. The ExA is satisfied that alternatives, including alternative technologies, have been considered by the applicant in a proportionate manner in accordance with the requirements of NPS EN-1, NPS EN-3 and the EIA Regulations.

3.2.86. The ExA is content that the applicant has met the requirements of paragraph 4.11.6 of NPS EN-1 in relation to grid connection and has taken a suitably proportionate approach in terms of the information provided.

3.2.87. The ExA is satisfied that an operational life of up to 60 years for the proposed development is appropriate, and that R21 of schedule 2 to the dDCO secures decommissioning of the scheme after operations have ended.

3.2.88. Due to the combination of the urgent need for the proposed development and beneficial impacts in relation to climate change, the ExA considers that these matters attract very great/ substantial weight in favour of making the Order.

3.3. AGRICULTURE AND SOIL

INTRODUCTION

3.3.1. This section considers the likely impact and effects of the proposed development on agriculture and soil.

POLICY BACKGROUND

NPS EN-1

5.11.12	Impacts on best and most versatile (BMV) agricultural land. Use of land in areas of poorer quality.
5.11.13	Soil health and soil quality.
5.11.34	Justification of use of BMV agricultural land.

NPS EN-3

2.10.11	Development of large-scale ground-mount solar mainly on brownfield, industrial and low and medium grade agricultural land.
2.10.30	Whether the use of BMV agricultural land is allowed.
2.10.31	Use of agricultural land and choice of site.
2.10.32	Efficiency of land use.
2.10.33	Agricultural Land Classification (ALC) and field surveys.
2.10.34	Soil Resources and Management Plan.
2.10.81	Soil stripping.
2.10.127	Damage to soil.
2.10.145	Benefits of BMV agricultural land. Impacts on soils or soil resources.
2.10.146	Plans for decommissioning and restoring the land to a suitable use.

NPS EN-5

2.9.25	Mitigating potential detrimental effects of underground works on BMV land, including a Soil Resources and Management Plan.

3.3.2. On 15 May 2024, a written ministerial statement was published on solar infrastructure and protecting food security and BMV land. This sought to reinforce the protection of BMV land for food production, the consideration of the cumulative effects of such solar development schemes and their impact on the land, and set out an improvement in the soil surveying standards for ALC.

THE APPLICATION

3.3.3. The applicant's assessment of effects of the proposed development on agriculture and soil is set out in Chapter 20: Agricultural Circumstances of the ES [APP-057]. That chapter is supported by:

- ES Appendix 20.1: Agricultural Land Classification Technical Report [APP-172]
- Outline Soil Management Plan (oSMP) [REP6-053]
- Farming Report [APP-571]

METHODOLOGY AND BASELINE

3.3.4. The applicant's methodology is set out in section 20.4 of [APP-057]. The baseline conditions were established based on a desk-based study and field surveys. An ALC survey [APP-172] was completed across the Green Hill Sites. ALC grades 1, 2 and 3a are regarded as BMV agricultural land.

3.3.5. The applicant notes that a Soil Resource Survey would be completed post-consent and before construction to assess the cable route corridor (CRC). The applicant justifies this as cable installation would only cause temporary and minor disturbance to the soil and farmland, and land would be restored to its original condition once construction has been completed.

3.3.6. The Green Hill Sites comprise predominantly arable land. There are a total of 12 different agricultural landholdings across the sites and a further 22 agricultural landholdings within the CRC. The ALC grades of the Green Hill Sites and CRC range from grade 1 to 4. The total area of agricultural land assessed from all the sites and CRC is 1,324.6 ha. The BMV land grades cover 854.5 ha, making up approximately 65% of the land within the Order Limits.

3.3.7. The amount of land in each grade of agricultural land is detailed in table 20.13 of ES chapter 20 [APP-057] and is summarised below:

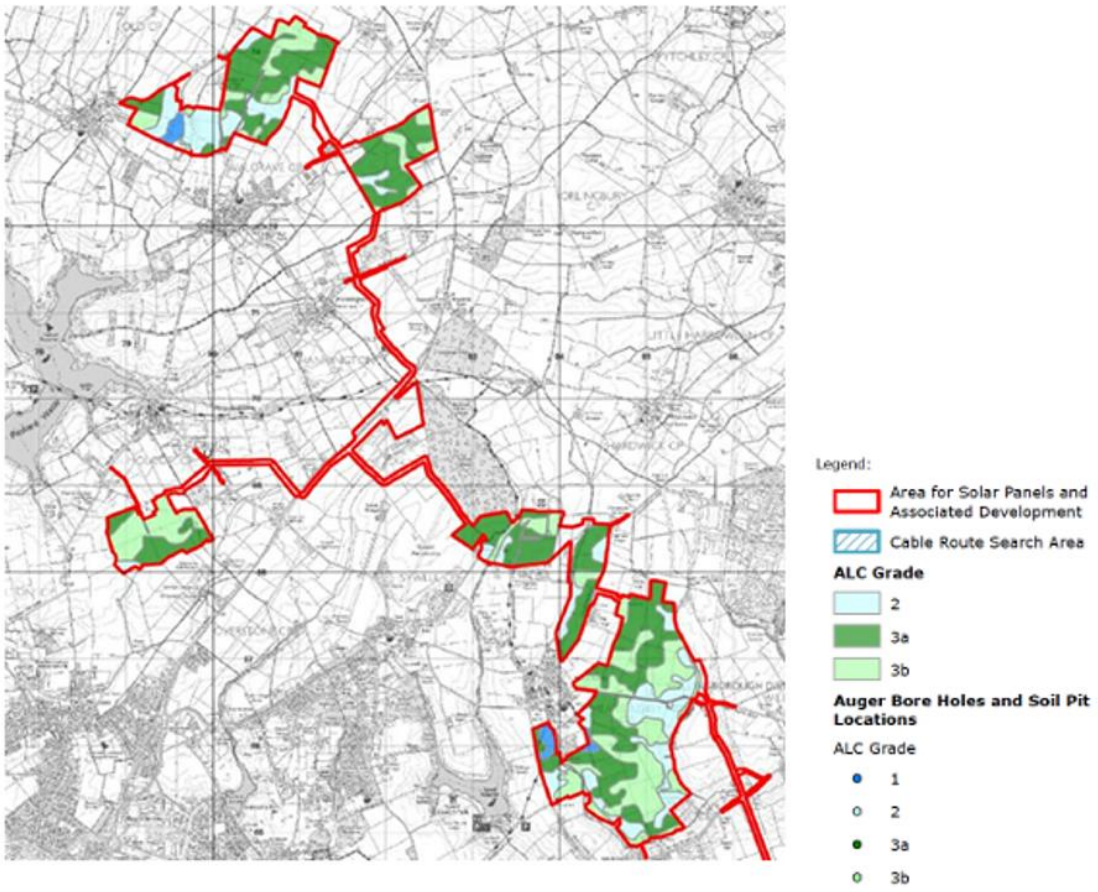
Table 3.3.1: ALC grade of the assessed agricultural land

ALC Grade	Area (ha)	Percentage (%)
Grade 1	14.2	1
Grade 2	313.6	24
Grade 3a	526.7	40
Grade 3b	444.2	34
Grade 4	25.9	2
Total BMV	854.5	65
Total non-BMV	470.1	35
Total	1,324.6	100

Source: Table 20.13 ES Chapter 20 [APP-057]

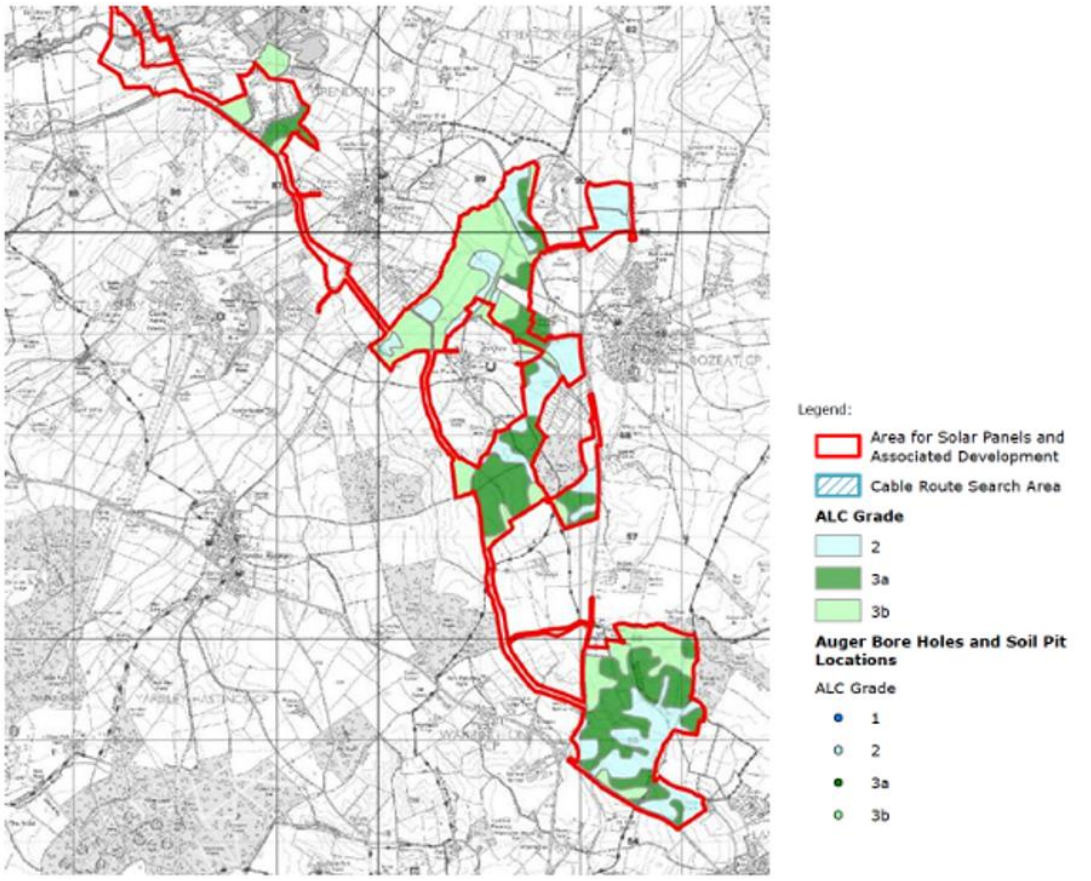
3.3.32. The ALC survey results were illustrated in the Farming Report [APP-571] and are reproduced below:

Figure 3.3.1: ALC survey results for the Northern Green Hill Sites



Source: Farming Report Insert 3 [APP-571]

Figure 3.3.2: ALC survey results for the Southern Green Hill Sites



Source: Farming Report Insert 4 [APP-571]

3.3.33. Section 20.7 of [APP-057] sets out the applicant's embedded mitigation measures. This included conducting the search for potential development areas (PDAs) at Stages 2 to 5 of its site selection process (discussed further in the alternatives and design sections of this report), with the consideration of the use of the poorer quality land and avoidance of the use of BMV land where possible.

3.3.34. Section 6 of [APP-571] sets out the applicant's consideration of land loss. The applicant argues that all land can be restored at the decommissioning stage to its pre-construction ALC grade, therefore there would be no permanent loss of BMV. However, the applicant does acknowledge that in the areas where there would be removal of soil during construction, to create for example bases for tracks and substations, agricultural land quality would be temporarily affected for the duration of the operational phase. This would include 11.3ha of BMV land (adding together the total of both columns of the below table):

Table 3.3.2: BMV land that would be affected throughout the operational phase

ALC Grade	Area (ha)	
	Tracks and inverters	Substations and BESS
Grade 1	<0.1	0

ALC Grade	Area (ha)	
	Tracks and inverters	Substations and BESS
Grade 2	2.7	0.8
Grade 3a	4.3	3.5
Total	7	4.3

Source: adapted from Table 4 of [APP-571]

3.3.47. Additionally, the oSMP [REP6-053] sets out the strategy, approach, methodology and guidance for soil mitigation, and the key requirements for the development of a detailed Soil Management Plan (SMP), secured under R19 of the dDCO [REP7-005], prior to construction for soil handling during construction, operation and decommissioning phases. The SMP would be further updated prior to decommissioning to account for any changes to the construction approach, phasing and good practice at that time.

CONSTRUCTION PHASE

3.3.48. During construction, the proposed development could impact soil function and soil volume (via sealing and loss of soil) as well as soil condition due to the general construction activities. This assessment is set out in table 20.14 of [APP-057].

3.3.49. In respect of agricultural land, construction of the proposed development would be likely to have, in EIA terms, a moderate adverse (significant) effect on Grade 1 and 2 land, moderate adverse (significant) effect on Grade 3a land, and minor adverse (not significant) effect on Grade 3b and 4 land. As set out in the results of the ALC survey above, the majority of the site is either Grade 2 (24%), Grade 3a (40%) or Grade 3b (34%).

3.3.50. With effective good practice soil handling, reinstatement and re-use measures in place, through the SMP secured by R19 of the dDCO [REP7-005], the applicant concludes that adverse effects on agriculture and soil would be minor and not significant.

OPERATIONAL PHASE

3.3.51. During the operational phase, the applicant confirms that maintenance activities would be minimal. The replacement of panels and batteries would occur occasionally during the lifetime of the project (section 4.6 of ES Chapter 4: Scheme Description [APP-041]). This work would follow good soil handling practices, in accordance with the SMP.

3.3.52. Throughout the operational phase of up to 60 years the Green Hill Sites would no longer be available for arable farming. Instead, the applicant notes that agricultural use could continue during operation of the scheme, with the grazing of grassland (land between and under the solar panels) by livestock.

3.3.53. The applicant notes in section 20.8 of [APP-057] that conversion of land currently under arable production to grassland during the period of operation

has potential benefits in relation to soil health and agricultural land. Stopping cultivation would reduce soil disturbance, and the grassland could increase soil organic carbon, improve soil structure, enhance infiltration, and boost soil microbial populations.

3.3.54. The potentially increased soil organic matter may convert some mineral topsoil into organic topsoil, potentially increasing ALC grades according to the ALC guidelines.

DECOMMISSIONING PHASE

3.3.55. After decommissioning, all land would be restored and returned to the landholders for agricultural use. All infrastructure would be removed to avoid any obstructions to farming. The impact on soils, agricultural land, and landholdings would likely be similar to the construction phase, controlled via the SMP.

CUMULATIVE EFFECTS

3.3.56. Section 20.11 of [APP-057] sets out the applicant's assessment of cumulative effects. This identifies five other developments within the 2km zone of influence around the application site deemed significant in EIA terms for their likely effect on BMV land. There are two large residential schemes identified; however as allocated sites, the effects are considered to be not significant. Therefore, the applicant concludes that the cumulative effect would be the same as the effect of the proposed development.

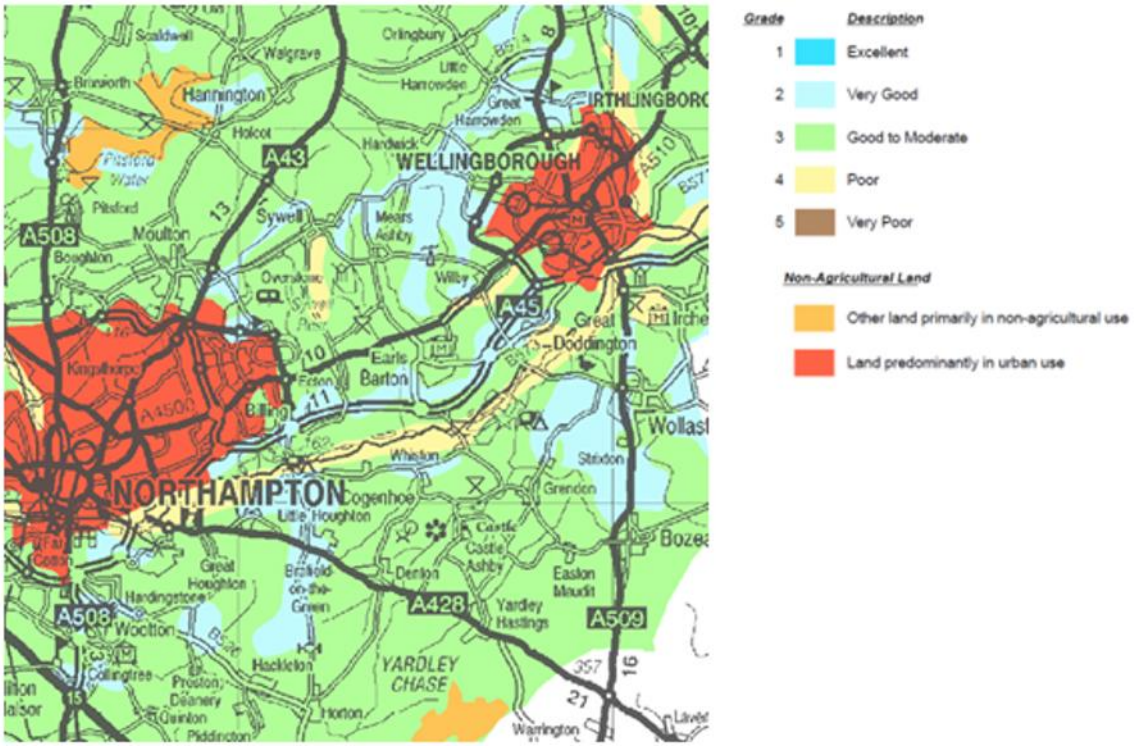
ISSUES CONSIDERED DURING THE EXAMINATION

USE OF BEST AND MOST VERSATILE LAND

3.3.57. Various objections to the application, including the LIRs from NNC [REP1-171], WNC [REP1-175] and MKCC [REP1-169] and representations from SGHS [REP1-221], were based on the impacts of the proposed development on BMV land. Concerns raised included the high proportion (65%) of BMV that would not be available for food production due to the proposed development, future uncertainties during the 60-year lifetime of the scheme, and potential resulting risks to food security.

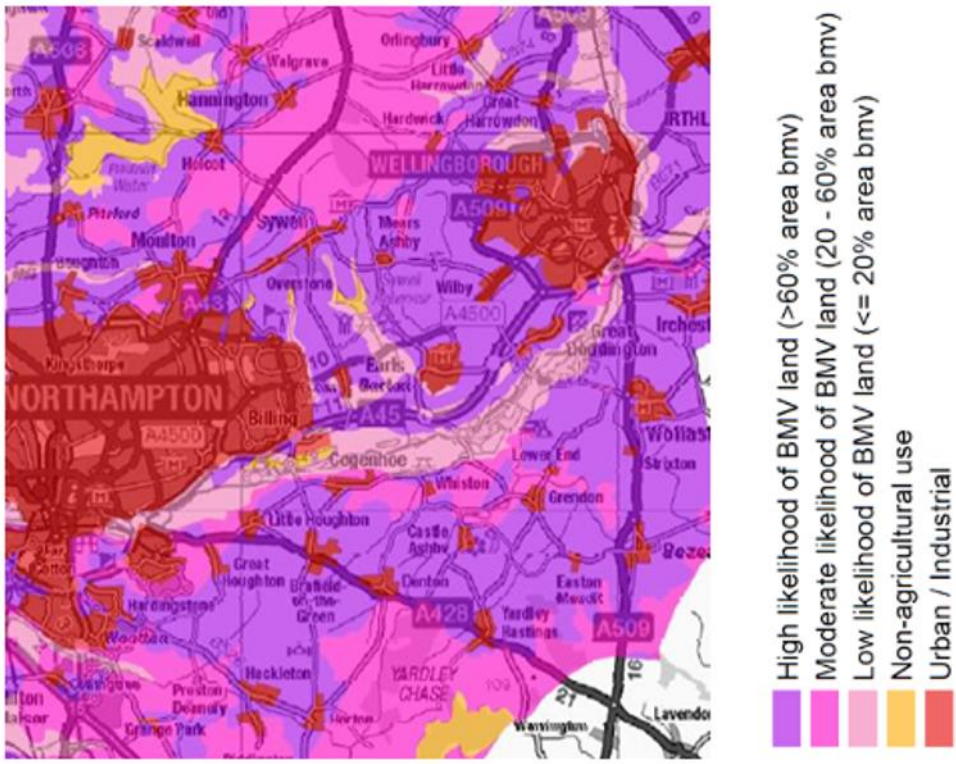
3.3.58. The ExA explored the effects of the proposed development on BMV land as part of Issue Specific Hearing 1 [EV2-009]. The applicant in response highlighted evidence that it had presented in the Farming Report [APP-571] showing the majority of land within the search area around Grendon Substation is likely to be BMV land. This is illustrated in the two extracts below:

Figure 3.3.3: Extract from the Ministry of Agriculture, Fisheries and Food provisional ALC map (published between 1967 and 1974)



Source: Farming Report Insert 1 [APP-571]

Figure 3.3.4: Extract from Natural England's likelihood of BMV map (2017)



Source: Farming Report Insert 2 [APP-571]

3.3.59. At the close of the examination, in their SoCG, NNC [REP7-030] and WNC [REP7-032] maintained their objection in relation to impacts on ALC graded

land. The Councils argue that a 60-year operational period is more permanent than temporary, therefore resulting in a loss of BMV land, and that the impact of this loss has been understated by the applicant.

3.3.60. The applicant responded in [REP7-025] by reconfirming that their proposal involves conversion of arable land to grassland. The land would not therefore be entirely removed from agricultural use, as sheep grazing would be anticipated across most of the Green Hill Sites, a practice known as agrivoltaics.

3.3.61. The applicant went on to argue that the land required for the proposed development represents only 0.027% of the 4.4 million hectares of arable land in the UK; therefore, it is not considered to have a significant impact on national food production or food security.

3.3.62. The applicant concluded by highlighting the prevalence of higher-grade agricultural land in Northamptonshire and reiterating its approach to site selection. Given the high prevalence of BMV land within the 20km search area of Grendon Substation, the applicant contends that it was not feasible to avoid BMV land while meeting the scheme's scale and operational requirements.

CONCLUSIONS

3.3.63. In relation to soil, the ExA is satisfied that the applicant has met the expectations of NPS EN-1 and NPS EN-3 in its assessment and mitigation. We consider the approach to mitigating the effects on soil set out in the oSMP [REP6-053] and secured by R19 of the dDCO [REP7-005] to be appropriate.

3.3.64. We also note the applicant's argument that conversion of land currently under arable production to grassland throughout the operational lifetime of the proposed development could be potentially beneficial to the quality of soil for its potential return to arable farming following decommissioning of the scheme.

3.3.65. In relation to the effects of the proposed development on agriculture, notably the high proportion of BMV land within the Order Limits, we conclude as follows. Whilst accepting the applicant's argument that there is a high prevalence of BMV land across the entire 20km search area of the scheme's grid connection point at Grendon Substation, we are conscious that 65% BMV land represents a significant proportion and scale (854.5 ha).

3.3.66. The applicant provides in section 9.33 of [APP-571] examples of four recent NSIP decisions where impacts on BMV land were considered acceptable. However, the quantum of BMV land affected appears to be far smaller in those examples than would be the case with this scheme. Under this application, the BMV land would also be affected for a 60-year period rather than the typical 40-year period for large-scale solar projects.

3.3.67. We accept that for the operational period of 60 years, the majority of the 854.5ha of identified BMV land, whilst not available for arable farming, could be available for grazing during that time. As set out in table 3.3.2 above, there would only be 11.3ha (1.3%) of BMV land disturbed and unavailable during the operational phase.

3.3.68. However, whilst we welcome the applicant's intention to host agricultural activity alongside the solar panels through the grazing of grassland by livestock, as this is not secured through the dDCO we cannot afford weight to it in our conclusions. For a scheme of this scale, it is disappointing that complementary co-locational uses for the land have not been secured and that the land might need to be mechanically maintained.

3.3.69. Paragraph 2.10.29 of NPS EN-3 directs large-scale solar projects to avoid the use of BMV agricultural land where possible. It does not prohibit the use of BMV land. The ExA accepts that the applicant, through its site selection process, has been cognisant of the requirement to avoid the use of BMV land where possible, and that any alternative proposal of this scale within a reasonable distance of Grendon Substation would be likely to affect a similar scale of BMV land.

3.3.70. Whilst accepting the applicant's views on potential benefits to soil quality, the ExA is mindful of the significant area of BMV agricultural land (comprising almost two thirds of the land area of the Order Limits) that would no longer be available for arable farming during the 60-year operational phase of the scheme. We therefore conclude that the effects of the proposed development on agriculture weigh negatively against the making of the order. We ascribe this moderate negative weight.

3.4. BIODIVERSITY AND GEOLOGICAL CONSERVATION

INTRODUCTION

3.4.1. In this section we consider the effects of the proposed development on biodiversity and geological conservation.

3.4.2. Consideration is given below to:

- policy relevant to biodiversity and geological conservation
- the application
- issues considered during the examination

POLICY AND GUIDANCE BACKGROUND

3.4.3. The following policy and guidance are relevant to the assessment of effects for biodiversity and geological conservation.

NPS EN-1

4.6.6	Environmental and Biodiversity Net Gain: Energy NSIP proposals should seek opportunities to contribute to and enhance the

	natural environment by providing net gains for biodiversity, and the wider environment where possible.
4.6.7	Applicants are encouraged to use the latest version of the biodiversity metric to calculate their biodiversity baseline and present planned biodiversity net gain outcomes. This calculation data should be presented in full as part of their application.
4.6.10	Biodiversity net gain should be applied after compliance with the mitigation hierarchy and does not change or replace existing environmental obligations.
5.4.17	The applicant should ensure that the Environmental Statement (ES) clearly sets out any effects on internationally, nationally, and locally designated sites of ecological or geological conservation importance (including those outside England), on protected species and on habitats and other species identified as being of principal importance for the conservation of biodiversity, including irreplaceable habitats.
5.4.32	Applicants should include measures to mitigate fully the direct and indirect effects of development on ancient woodland, ancient and veteran trees or other irreplaceable habitats during both construction and operational phases.
5.4.33	Applicants should consider any reasonable opportunities to maximise the restoration, creation, and enhancement of wider biodiversity.
5.4.53	The Secretary of State should not grant development consent for any development that would result in the loss or deterioration of any irreplaceable habitats, including ancient woodland, unless there are wholly exceptional reasons and a suitable compensation strategy exists.

NPS EN-3

2.10.76-7	The applicant's ecological assessments should identify any ecological risk from developing on the proposed site. Issues that may need assessment are listed, including effects on

	habitats, ground nesting birds, wintering and migratory birds and bats.

NPS EN-5

2.5.1	The linear nature of electricity networks infrastructure can allow for excellent opportunities to reconnect important habitats.
2.11	Where biodiversity impacts are identified, the Secretary of State should be satisfied that all feasible options for mitigation have been considered and evaluated appropriately.

3.4.4. The United Nations Environment Programme Convention on Biological Diversity places the UK Government under a legal obligation to protect biodiversity across its territories.

3.4.5. "Ancient woodland, ancient trees and veteran trees" (2022) is standing advice produced by Natural England (NE) and the Forestry Commission (FC). It states that proposals should have a buffer zone of at least 15 metres (m) from the boundary of ancient woodlands to avoid root damage. It sets out that, where possible, a buffer zone should contribute to wider ecological networks, should be part of the green infrastructure of the area, and should consist of semi-natural habitats such as woodland or a mix of scrub, grassland, heathland or wetland. The proposal should include creating or establishing habitat with local and appropriate native species in the buffer zone.

3.4.6. We have also had regard to the following local impact reports (LIR) to the extent that they are relevant to this topic:

- Milton Keynes City Council (MKCC) LIR [REP1-169]
- North Northamptonshire Council (NNC) LIR [REP1-171]
- West Northamptonshire Council (WNC) LIR [REP1-175]

3.4.7. The LIR refer to the following relevant development plan policies, to which we have also had regard:

- Policy NE1 of Plan: MK (2019) (PMK)
- Policy NE2 of PMK
- Policy NE3 of PMK
- Policy NE4 of PMK
- Policy E2 of the Lavendon Neighbourhood Plan (2020)
- Policy 4 of the North Northamptonshire Joint Core Strategy (2016) (NNJCS)
- Policy 26 of the NNJCS
- Policy BN2 of the West Northamptonshire Joint Core Strategy (2014) (WNJCS)
- Policy BN3 of the WNJCS
- Policy BN4 of the WNJCS

- Policy ENV4 of the Settlements and Countryside Local Plan (Part 2) for Daventry District 2011-2029 (LPP2)
- Policy ENV5 of the LPP2

3.4.8. We have also had regard to the policy contained in section 15 of the National Planning Policy Framework (2024) and to the Planning Practice Guidance on Biodiversity Net Gain (BNG) (2024) and the Natural Environment (2025) as potentially important and relevant considerations.

THE APPLICATION

3.4.9. The impacts of the proposed development on biodiversity and geological conservation are considered in the ES Chapter 9 [REP6-013]. The chapter is supported by the following reports and appendices:

- Appendix 9.2: Habitat Surveys [REP1-045]
- Appendix 9.3: Desk Study [APP-086]

3.4.10. ES Chapter 19 (Arboriculture) [APP-056] assesses the proposed development's mitigation and impacts to ancient woodlands at sections 19.7 and 19.8. The chapter is supported by ES Appendix 19.2 Arboricultural Impact Assessment (AIA) and Outline Arboricultural Method Statement (oAMS) [REP6-015].

BASELINE

3.4.11. The baseline conditions are derived from several desk and field-based studies. The desk-based studies included searches for designated sites, protected, notable species and habitats and fish monitoring data. The field surveys were undertaken between 2023 and 2025, and are set out from paragraph 9.4.28 of [REP6-013]. All sites were subject to the same survey scope, with the exception of wintering bird surveys, as set out in [REP6-013].

3.4.12. The applicant states that the Green Hill A-G sites generally occupy open fields on level or gently undulating ground. The majority of the sites comprise arable farmland. Permanent grassland is less common and is most prevalent at sites E and F. A network of managed hedgerows and ditches lies at the boundaries of fields.

3.4.13. Woodland and other habitats are rare within the sites, and are limited to small plantation shelter belts or small sections of larger woodland blocks which mainly lie outside the sites. A number of woodland blocks lie adjacent to the proposed development, including some ancient woodland.

3.4.14. Watercourses lie adjacent to and intersect the proposed development, including agricultural ditches and feeder streams for more significant local watercourses (predominantly the River Nene). A few ponds are additionally present at the sites.

3.4.15. The study area included a search for international sites within 10-30km of each site, "national" sites such as Sites of Special Scientific Interest (SSSI) within 5km of each site, and "local" sites such as Local Wildlife Sites within

2km of each site. Table 9.5 of [REP6-013] summarises each ecological feature identified in the baseline assessment, including sites, habitats and species.

3.4.16. Table 9.3 of [REP6-013] provides further information on habitat types within the proposed development and their extent and importance.

3.4.17. Five areas of ancient woodland lie adjacent to the proposed development's Order Limits. These are set out in the following table.

Table 3.4.1: Ancient woodland within the Study Area

Feature and Description	Tree Impact Plan Figure Reference
Sywell Wood on northern boundary of Green Hill C and adjacent to the Cable Route Corridor	Figure 19.2.10 [APP-510]
Horn Wood – directly adjacent to Green Hill F	Figure 19.2.26 [APP-526]
Threeshire Wood – directly adjacent to Green Hill G	Figure 19.2.29 [APP-529]
Nun Wood – directly adjacent to Green Hill G	Figure 19.2.29 [APP-529]
Barslay Spinney – directly adjacent to the Cable Route Corridor	Figure 19.2.30 (labelled W0001) [APP-530]

Source: ES Chapter 19 Table 19.9 [APP-056]

3.4.18. Proposed embedded mitigation includes the use of fenced undeveloped buffer zones to protect ecological features during all phases of the proposed development (as secured through the Outline Ecological Protection and Mitigation Strategy (oEPMS) [REP7-017] and the Outline Landscape and Ecological Management Plan [REP6-047]), the retention of important habitats and the minimisation of the need for new hedgerow gaps or ditch crossings where possible.

CONSTRUCTION AND DECOMMISSIONING PHASES

3.4.19. The mitigation hierarchy of avoidance, then mitigation, then compensation is applied in assessing impacts. Table 9.7 of [REP6-013] summarises the ecological and biodiversity environmental effects identified by the applicant during the construction phase of the proposed development.

3.4.20. Residual adverse significant effects, in Environmental Impact Assessment terms, on breeding birds of open habitats (skylark/yellow wagtail and other species) and on overwintering birds of open and boundary habitats are identified during the construction phase. Residual beneficial construction-phase significant effects to bats and amphibians are also identified.

3.4.21. The applicant considers effects and associated mitigation measures required during the decommissioning phase to be similar to those identified for the

construction phase, although further mitigation measures may be required at decommissioning. It sets out that changes in ecological conditions, both within the Order Limits and on a national scale, may result in new ecological objectives that cannot reasonably be foreseen at the current time.

3.4.22. Pre-decommissioning surveys and ecological assessments are consequently required in order to identify appropriate mitigation for the decommissioning phase, and to conform with all applicable biodiversity policies and legislation. This approach is set out in the Outline Decommissioning Statement [REP6-045], secured by requirement 21 of the draft Development Consent Order (dDCO) [REP7-005].

OPERATIONAL PHASE

3.4.23. Table 9.8 of [REP6-013] summarises the ecological and biodiversity effects identified by the applicant during the operational phase of the proposed development.

3.4.24. No residual adverse significant effects on these issues are identified during the operational phase. A considerable number of residual beneficial significant effects are identified, as set out within table 9.8 of [REP6-013]. These support a minimum BNG of 10%, as set out in [REP6-047] and secured through requirements 7 and 9 of [REP7-005].

CUMULATIVE EFFECTS

3.4.25. A list of cumulative projects is provided in Appendix 25.1 [APP-188] of the ES. Potential cumulative ecological and biodiversity effects with other projects are assessed within [REP6-013]. This assessment is summarised in ES Chapter 25 (Cumulative Effects and Effect Interactions) [APP-062].

3.4.26. [APP-062] sets out a significant adverse residual cumulative effect on overwintering birds at a local level during the construction phase, and a significant beneficial residual cumulative effect on overwintering birds at a local level during the operational phase.

OTHER CONSIDERATIONS

3.4.27. A separate Habitats and Species Regulations 2017 assessment of the proposed development's effects on the Upper Nene Valley Gravel Pits (UNVGP) Special Protection Area (SPA) and Ramsar protected site is made at chapter 4 of this recommendation. This section consequently considers potential effects on the SSSIs only.

3.4.28. The UNVGP SSSI is an overlapping designation with the SPA, with an additional area designated as SSSI only, which lies slightly closer to the proposed Green Hill Site E. The SPA and SSSI lie adjacent to the north-east side of the proposed Green Hill Battery Energy Storage System (BESS) (see Appendix 9.3 of [APP-086]). The SSSI is designated for its breeding grey heron.

3.4.29. Potential effects of the proposed development on the UNVGP SSSI and other SSSIs are considered from paragraph 9.9.20 of [REP6-013]. The ES [REP6-013] concludes that, with mitigation measures, the proposed development would have no significant effects and no residual effects on SSSIs at any phase.

ISSUES CONSIDERED DURING THE EXAMINATION

3.4.30. Based on the relevant representations and written and oral submissions made during the examination, the key issues relating to biodiversity and geological conservation are:

- Ancient woodland
- Skylark mitigation
- Risk of contamination of the UNVGP SSSI
- Effects of the cable route corridor (CRC) at plot 08-094-a on species and habitats

ANCIENT WOODLAND

3.4.31. Concerns raised regarding the proposed development's effects on ancient woodland included those within [RR-1225], [RR-1229] and [REP1-188], as set out below:

- the FC raised concerns that the ancient woodland buffer zones to Threeshire and Horn Woods would contain access tracks for use during the operational phase, which may require limited pruning of the ancient woodland. The FC considered that, if heavy equipment were carried on these tracks by construction traffic, it would potentially cause deterioration of the ancient woodland as a result of root compaction. It consequently considered that it may be preferable to move these tracks out of the buffer zones, thus avoiding any potential deterioration due to pruning
- Holcot Parish Council raised concerns regarding the siting of the potential BESS in relation to ancient woodland
- Lavendon Parish Council raised concerns that a proposed access track to field GF9 would lie within approximately 10m of the Threeshire Wood ancient woodland and that its construction could cause harm to the wood's ecological integrity

3.4.32. The applicant responded within [REP1-161] and [REP2-048] that:

- a commitment within [REP6-009] ensured that construction traffic would not use access tracks within ancient woodland buffer zones, in order to avoid tree pruning or root damage
- [REP1-025] assessed and provided mitigation measures regarding leaching from faulty batteries at sections 22.7 and 22.8. Assessment had been considered across all phases of the scheme
- It had commissioned a comprehensive Outline Battery Storage Safety Management Plan (oBSSMP) [REP5-075] to prevent and fully mitigate the risks from a BESS failure event. Safety objectives were listed in section 2.4 of this. In accordance with requirement 6 (R6) of the dDCO, the relevant planning authority must consult with Northamptonshire Fire and

Rescue Service (NFRS) and the Environment Agency (EA) before approving the detailed BSSP, ensuring that any best practice developments would be considered
- construction traffic would be excluded from the Threeshire Wood buffer zone [REP7-015] in order to avoid tree pruning and soil compaction. The access track would be used for operation and decommissioning only. The track would be installed using a "no-dig" surface to prevent root damage [REP7-015]. Mitigation was secured in [REP7-015] and [REP6-053]

3.4.33. As a result of the above concerns, the Examining Authority (ExA):

- raised questions Q8.0.14-15 on the issue of ancient woodland, including the type of any works proposed within ancient woodland buffers, in its First Written Questions [PD-007]
- further noted that Appendix 9.12: Schedule of Protective Ecological Buffers [APP-095], referred to at paragraph 9.8.4 of [APP-046] (and secured through the first version of [APP-549] and requirement 8 (R8) of the first dDCO [APP-017]), did not depict ecological buffers between the proposed development and parts of the Barslay Spinney, Sywell Wood and Horn Wood ancient woodland. The ExA subsequently queried this and the depiction of tracks within ancient woodland buffers in Q2.7.2 and Q2.7.3 of its Second Written Questions [PD-011] and at issue specific hearing (ISH) 2 [EV4-002] [EV4-004] [EV4-006]
- queried, at ISH2 [EV4-002] [EV4-004] [EV4-006], the no-dig surfacing technique and the potential for BESS fire impacts to ancient woodland, given the proximity of the proposed second BESS at Green Hill C to Sywell Wood ancient woodland
- further queried the effects of the proposed development on adjacent ancient woodland in Q3.2.1-11 of its Third Written Questions (ExQ3) [PD-017]

3.4.34. The applicant responded to the ExA's questions in [REP1-163], [REP3-074], [REP3-075] and [REP6-061] that:

- the Works Plan [REP6-003] showed the maximum extent of each work number. Precautionary measures to avoid certain development activities within buffer zones included biodiversity protection fencing and that construction personnel or machinery would not enter the buffer zones unless agreed in advance with the ecological clerk of works (with stated limited exceptions in the case of Threeshire and Horn Woods buffer zones)
- the Works Plan [REP6-003] should be read in conjunction with [REP6-039] and relevant management plans
- ancient woodland buffers were not shown at the areas referred to, such as the CRC, because impacts were considered to be temporary in nature, although the design and installation of the CRC would include protective measures
- sections of access tracks for use during operation and decommissioning would be constructed using a "no-dig" solution and all excavation would be avoided, secured in [REP7-015] and [REP6-015]

- "no-dig" surfacing was a method of installing hard surfacing which was considered to avoid harm to tree roots
- Appendix A of [REP3-075] outlined the approach to potential BESS impacts on Sywell Wood ancient woodland
- a minimum 15m ancient woodland buffer would now apply within the CRC, and an extended 30m ancient woodland buffer would apply for the Sites. These provisions were set out in a revised AIA and oAMS [REP6-015], oEPMS [REP6-051] and Outline Construction Environmental Management Plan (oCEMP) [REP6-031]
- a temporary access track for use during construction, replacement and decommissioning would be created outside the 30m buffer for Horn Wood, and set out in Change 9 of the Change Application and Consultation Report [CR1-039]. The applicant confirmed that operational maintenance use of the access track for Horn Wood would be minimal, as outlined in the Outline Operational Traffic Management Plan [REP1-157]. The applicant stated that enhancement of the track within the Horn Wood ancient woodland buffer would comprise a "no-dig" approach, set out in [REP6-015]

3.4.35. A Signposting Document [REP4-024] regarding ancient woodland mitigation was subsequently supplied by the applicant.

3.4.36. The FC did not respond to Q3.2.10-11 addressed to it in ExQ3 [PD-017] on the issue of ancient woodland. No concerns on the matter are raised within the LIR [REP1-169] [REP1-171] [REP1-175]. No concerns on the issue are set out in the applicant's final Statements of Common Ground (SoCG) with the host authorities [REP7-030] [REP7-032] [REP7-034].

ExA's conclusions on ancient woodland

3.4.37. The ExA is content that the controls set out within the management plans are adequate to secure appropriate ancient woodland buffers.

3.4.38. The ExA considers that, with the proposed mitigation measures, the proposed development would not have a direct or indirect adverse effect on ancient woodland. The ExA is consequently satisfied that the proposed development would not result in the loss or deterioration of the identified ancient woodland.

SKYLARK MITIGATION

3.4.39. Skylark mitigation calculations are set out at table 9.6 of [REP6-013]. MKCC raised concern in [REP1-169] that additional mitigation and compensation would be required to ensure adequate compensation for the loss of skylark nesting opportunities.

3.4.40. The applicant considered in [REP2-049] that a substantial proportion of the skylark territories displaced from the proposed development would be mitigated.

3.4.41. MKCC maintained its position that adequate compensation for loss of nesting habitat should be provided, within [REP3-085]. It maintained that an

appropriate mitigation strategy should include provision for both enhanced foraging and nesting opportunities within its area.

3.4.42. The applicant explained its methodology in this regard in [REP4-018], and signposted its skylark territory calculations. It considered its approach justified given that the ecological impacts of the proposed development had been assessed at a landscape scale and therefore proposed mitigation was also considered and delivered at a landscape scale.

3.4.43. Interested Parties (IPs) raised concerns regarding effects on skylarks in [REP1-204], [REP1-218], at Open Floor Hearing (OFH) 2 [EV9-002] [EV9-004] and in [REP3-098]. The removal of fields AF29 and AF14 from the proposed development was additionally proposed in [REP3-114], in order to improve the number of skylark territories retained.

3.4.44. The applicant responded within [REP3-129] and [REP4-021]:

- that full assessments of breeding and wintering birds, including skylark, were set out in [REP6-013]. It referred to the significant adverse effect on breeding skylark at the County level predicted, and to additional mitigation measures intended to reduce net displacement. It stated that these measures were considered to allow 44.5% of the baseline skylark population to persist within the sites
- that [REP6-013] identified a residual adverse effect at the District level through the permanent displacement of a significant proportion of the breeding skylark population. It predicted residual beneficial effects on wintering skylark during the operational phase
- with details of the proposed development's approach to all identified skylark territories. It considered that enhanced grassland habitat beneath photovoltaic (PV) panels would support a higher density of skylark nests on arable land adjacent to the solar sites, compared to the baseline situation. The applicant stated that monitoring by its ecologist had indicated that skylarks would regularly forage amongst panels
- that it was unclear which impacts on birds could be reduced through the removal of fields AF29 and AF14 from the proposed development

3.4.45. The ExA then recommended the removal of Work Nos 1 and 1(d) from field reference AF29 in [PD-015]. The recommendation sought to reduce the impact of Green Hill A on the local community and the landscape of the area.

3.4.46. Change 4 of the applicant's Change Application 2 [CR2-024] subsequently sought to remove field AF29 from use for PV panels and instead proposed its use as an ecological mitigation field suitable for breeding skylark for the duration of the operational phase of the proposed development. The applicant considered that this would avoid the loss of 2 skylark territories recorded in this field during surveys.

3.4.47. At ISH5 [EV12-002] [EV12-004] [EV12-006] the ExA requested details of the sources of the evidence supporting assertions regarding skylark within [REP6-013]. The applicant responded in writing at section 3.3 of [REP6-067] with further details of the sources, being a Chartered Institute of Ecology and

Environmental Management publication, Solar Energy UK reports, and academic reports.

3.4.48. NE's final SoCG [REP7-038] records agreement with the applicant on the baseline conditions, proposed mitigation and assessment of effects on ecology and biodiversity which are set out in [REP6-013].

3.4.49. The final SoCG [REP7-034] between MKCC and the applicant records that the matter of skylark mitigation remains Disagreed.

ExA's conclusions on skylark mitigation

3.4.50. The ExA acknowledges MKCC's concerns on this matter. However, noting the submitted evidence, Change Application 2 and NE's agreement to the proposed mitigation, the ExA considers that the skylark mitigation measures are acceptable.

RISK OF CONTAMINATION OF THE UNVGP SSSI

3.4.51. The risk of contamination of the UNVGP SSSI, including by the proposed Green Hill BESS, is raised by IPs including parish councils in [RR-1222] and [RR-1226], Stop Green Hill Solar in [REP6-096], and in [RR-0768], [RR-0218], [RR-0714] and [REP1-297].

3.4.52. The applicant responded within [REP1-161] and [REP7-028] that:

- potential adverse effects on the SSSI were considered within [REP6-013] and, with mitigation, were considered not to be significant. It referred to mitigation measures for pollution risks within [REP7-015] and [REP7-017], and to [REP5-075]. It referred to the BESS drainage design set out in Appendix 10.11: Flood Risk Assessment and Drainage Strategy Annex J: Green Hill BESS [REP5-031]
- the majority of Green Hill F was located within Flood Zone 1 and was not expected to flood. It referred to its flood risk assessments within [REP6-007] and [APP-106]. It considered that the site-specific assessment confirmed that any interaction between floodwater and the proposed development was limited and that the potential for panels to be damaged by flooding was considered to be low. It considered that the risk of contamination arising from flood-damaged panels was negligible
- potential pollution pathways were addressed within [REP6-007] and [REP5-021]. It stated that [REP5-075] set out the measures for isolating and containing firewater in the event of a BESS incident, ensuring that there was no uncontrolled release to adjacent streams

3.4.53. The applicant undertook additional sensitivity testing within the respective hydraulic models and supplied a hydraulic modelling technical note [REP5-092] for the BESS in response to matters raised in this regard. The note included the required climate change allowances.

3.4.54. An oBSSMP is provided at [REP5-075] and secured by R6 of [REP7-005]. This sets out key fire safety provisions that are considered likely to be

included in the design of the proposed BESS facilities, and is generally agreed by NFRS in a final SoCG with the applicant at [REP2-063].

3.4.55. The final SoCG with NE, the EA, NNC, WNC and MKCC [REP7-030] [REP7-032] [REP7-034] [REP7-036] [REP7-038] record agreement on this matter.

ExA's conclusions on the risk of contamination of the SSSI

3.4.56. The ExA acknowledges the concerns of IPs in this regard. However, the ExA notes the additional work undertaken by the applicant, secured mitigation and the position of NE, EA and the host authorities. The ExA is consequently satisfied that any aspects of the proposed development which could harm the UNVGP SSSI would be acceptably mitigated, and that the conservation of the site's biodiversity interest would be ensured.

EFFECTS OF THE CABLE ROUTE CORRIDOR AT PLOT 08-094-A ON SPECIES AND HABITATS

3.4.57. An affected person (AP) and their family raised concerns relating to the potential for the proposed cable route passing through a gap between a pylon and woodland at plot 08-094-a to adversely affect a protected species and habitat, at OFH1 [EV8-002], OFH2 [EV9-002] [EV9-004], compulsory acquisition hearing (CAH) 1 [EV6-002] [EV6-004] and CAH2 [EV14-002].

3.4.58. The applicant responded at the above hearings and in [REP3-077], [REP3-128], [REP3-129], [REP6-061] and [REP6-069] by:

- setting out that it had assessed the potential impact of the proposed development on trees and woodland in [APP-056]. It stated that the woodland concerned would be retained and protected. It referred to embedded construction mitigation measures in [REP6-015] and to the proposed use of horizontal directional drilling and micrositing methods in the vicinity. The applicant considered that the full 50m typical width of the CRC may not be required
- stating its view that the available space between the woodland and nearest pylon was greater than the AP's assessment, at 40m
- confirming that the woodland referred to by the AP lay outside the Order Limits
- stating that ecological buffer zones would apply, and that pre-construction surveys would be undertaken to account for any movement of species and to ensure that proposed mitigation remained appropriate
- clarifying that the approximate 41.3m width between the woodland and pylon would be sufficient to allow the cable route to be constructed in this location whilst adhering to pylon safety restrictions and ensuring there would be no adverse impacts on the habitat and species. The width of the Order Limits in this section was around 32.59m, which allowed for a 15m woodland offset, a 14.31m indicative CRC and a 12m offset to the overhead lines
- stating that [REP6-015] and [REP7-015] would secure the proposed ecological buffer zones

- offering to attend the site with the AP to set out distances

ExA conclusions on effects of the cable route corridor at Plot 08-094-a on species and habitats

3.4.59. The applicant has demonstrated that sufficient space is available to ensure that the CRC could be constructed at plot 08-094-a whilst allowing for sufficient buffers to the woodland and the pylon and overhead lines. The ExA additionally notes the applicant's intention to continue to work with the AP of this parcel of land. The ExA is satisfied from the applicant's explanations that this area of the Order Limits, although narrow, could accommodate the proposed CRC without resulting in adverse impacts on any protected species and relevant habitat. Measures to ensure protection of any species and habitat are set out in [REP7-017], [REP6-015] and [REP7-015], which are secured by schedule 13 of the dDCO [REP7-005].

CONCLUSIONS

3.4.60. As set out above, the ExA does not consider that the proposed development would result in the loss or deterioration of any irreplaceable habitats, including ancient woodland.

3.4.61. The ExA considers that the proposed skylark mitigation measures are acceptable.

3.4.62. The ExA is satisfied that, with the implementation of the proposed mitigation, the proposed development would not have an adverse effect on the UNVGP SSSI.

3.4.63. The ExA is content that the evidence before it does not indicate that the construction of the proposed CRC at plot 08-094-a would harm a protected species and relevant habitat.

3.4.64. R8 and 9 of the dDCO [REP7-005] would ensure that the proposed mitigation and BNG measures within [REP7-017] and [REP1-043] would be delivered and maintained.

3.4.65. The applicant's proposed mitigation measures are agreed with the Statutory Nature Conservation Body (NE). These include the use of buffers from ecological features, the reinstatement of construction-phase hedgerow losses and measures to limit dust generation.

3.4.66. The District Licence Summary at Appendix A of [REP7-017] confirms that the proposed development can be dealt with under the District Licence scheme in respect of great crested newts.

3.4.67. Requirement 9 of the dDCO [REP7-005] secures a minimum of 47% BNG in habitat units, a minimum of 10% BNG in hedgerow units and a minimum of 10% BNG in river units during the operational phase of the proposed development.

3.4.68. [REP6-013] identifies a number of beneficial impacts to ecology and biodiversity, set out from page 8 of [APP-063]. These include District- or Local to District-level benefits to arable field margins and other neutral grassland, amphibians, ponds, ditches and watercourses. The ExA agrees with the residual adverse effects on ecology and biodiversity identified in [REP6-013]. We consequently consider that, overall, the proposed development would comply with the relevant policies in the NPSs, and with the relevant development plan policies identified above.

3.4.69. Balancing the residual adverse effects with the identified benefits, biodiversity and geological conservation considerations attract a little weight for the making of the order.

3.5. GLINT AND GLARE

INTRODUCTION

3.5.1. This section considers the glint and glare effects of the proposed development in relation to the proposed solar panels. This section will identify the relevant policy and legislation, the application, matters that were raised in relation to this topic during the examination and the ExA's considerations and conclusions.

POLICY BACKGROUND

3.5.2. The relevant legislation, policy and guidance in relation to this section are:

NPS EN-1

5.5.7	Developing infrastructure so safety, operations and capabilities are not adversely affected.
5.5.38	Applicant assessment and the ES.
5.5.40	Applicant assessment consultation.
5.5.51 - 5.5.52	Assessment of effects on civil aerodromes and other assets or operations and design to minimise adverse impacts on operation and safety.

NPS EN-3

2.10.94 - 2.10.98	Glint and glare potential issues and assessment.
2.10.126 - 2.10.128	Glint and glare mitigation.
2.10.150 - 2.10.151	Assessment of and weight to be given to glint and glare on aviation interference.

3.5.3. We have also had regard to the following local impact reports (LIR) to the extent that they are relevant to this topic:

- Milton Keynes City Council LIR [REP1-169]: Policy SC3 of Plan:MK 2016 - 2031
- North Northamptonshire Council LIR [REP1-171]: JCS Policy 8
- West Northamptonshire Council LIR [REP1-175]

3.5.4. Other relevant guidance has been detailed in paragraphs 15.3.18 to 15.3.31 inclusive of the applicant's Glint and Glare ES chapter [APP-052].

THE APPLICATION

3.5.5. In relation to glint and glare considerations, the applicant's case is set out in ES Chapter 15: Glint and Glare [APP-052].

3.5.6. This chapter is supported by the following additional documents:

- GH7.28 Empirical Evidence on Glint and Glare from Solar PV Installations Near UK Aerodromes [APP-572]
- Appendix 15.1: Green Hill Solar Farm - Green Hill A and Green Hill A.2 Ground Based Receptor Results [APP-155]
- Appendix 15.2: Green Hill Solar Farm - Green Hill B Ground Based Receptor Results [APP-156]
- Appendix 15.3: Green Hill Solar Farm - Green Hill C, D and E Ground Based Receptor Results [APP-157]
- Appendix 15.4: Green Hill Solar Farm - Green Hill F Ground Based Receptor Results [APP-158]
- Appendix 15.5: Green Hill Solar Farm - Green Hill G Ground Based Receptor Results [APP-159]
- Appendix 15.6: Green Hill Solar Farm - Easton Maudit Airfield Aviation Receptor Results [APP-160]
- Appendix 15.7: Green Hill Solar Farm - Hold Farm Airstrip Aviation Receptor Results [APP-161]
- Appendix 15.8: Green Hill Solar Farm - Pitsford Airstrip Aviation Receptor Results [APP-162]
- Appendix 15.9: Green Hill Solar Farm - Tower Farm Airstrip Aviation Receptor Results [APP-163]
- Appendix 15.10: Green Hill Solar Farm - William Pitt Airstrip Aviation Receptor Results [APP-164]
- Appendix 15.11: Green Hill Solar Farm - Sywell Aerodrome Airstrip Aviation Receptor Results [APP-165]
- Glint and Glare Technical Report [REP2-054]
- North Northamptonshire Local Highways Glint and Glare [REP4-026]

3.5.7. The applicant's Glint and Glare ES Chapter 15 [APP-052] outlines the relevant legislation, policy and guidance, the consultation that was carried out, the methodology used and any assumptions and limitations encountered. It sets out the baseline conditions and details the embedded mitigation measures. The ES chapter shows the assessment of impacts and

effects, considers residual and cumulative effects and any required additional mitigation measures.

3.5.8. The methodology carried out in the assessment of glint and glare impacts and effects has been based on the relevant guidance available for assessing potential significant effects, and is based on a worst-case scenario for all development phases. The applicant advises that the evaluation has been undertaken using ForgeSolar software, which is used extensively for assessing impacts towards airports, road networks and residential dwellings.

3.5.9. The study area for the glint and glare assessments has been identified as the sites used for solar panels only, given the glass surfaces of the panels. Glint and glare from associated structures such as substations is unlikely and the assessment has not included any of the cable route corridor, as these will involve underground works and will therefore not give rise to any glint and glare.

3.5.10. Paragraph 15.4.8 of [APP-052] details the buffer areas applied to the study areas for a variety of receptors. In terms of nearby receptors, the study has included the Acorn Centre riding school and therapy centre, nearby dwellings, nearby roads and public rights of way and aviation and air traffic control (ATC) receptors.

3.5.11. Section 15.6 of [APP-052] describes the existing baseline conditions for each of the sites from Green Hill A to Green Hill G. For each site, the assessment identifies any nearby dwellings, roads, airfields and other sensitive receptors.

3.5.12. The applicant outlines that the proposed development includes mitigation measures to reduce glint and glare effects to acceptable levels in the form of mature vegetation. This would provide screening to ground based receptors, with details of these included in figures 4.10 to 4.20 of the Landscape and Ecological Mitigation Plans [APP-209], [APP-211], [APP-214], [APP-215], [REP1-113], [REP3-046], [REP3-052], [REP3-054], [REP6-021], [REP6-023], [REP6-025], [REP6-027] and [REP6-029] and the Glint and Glare Technical Appendices 1 - 11. In terms of aviation effects, [APP-052] finds that no additional mitigation options would be required to reduce the effects to identified aviation receptors in this instance.

3.5.13. Table 15.6 of ES Chapter 15 [APP-052] provides a summary of the residual effects for glint and glare which would occur during the operational phase only. The assessment concludes that for all receptors, i.e. residential dwellings, road infrastructure, the Acorn Centre and Easton Maudit, Hold Farm, Pitsford, Tower Farm and William Pitt Airstrips and Sywell Aerodrome, the magnitude of impact and significance of effect would be predominantly low with two moderate impacts and significance and the residual effects would all be minor and not significant in EIA terms.

3.5.14. The ES Chapter 15 [APP-052] has considered cumulative and in-combination effects in section 15.11 and ES Chapter 25: Cumulative Effects and Effects Interactions [APP-062] details a list of cumulative projects. In this instance, Sywell Road Solar Farm is located in proximity to Green Hill C, D and E,

however the applicant determined that due to intervening vegetation and terrain, there would not be any likely significant cumulative effects and the sensitivity of receptor, magnitude of impact or significance of glint and glare effects would not be changeable as a result.

ISSUES CONSIDERED DURING THE EXAMINATION

3.5.15. Matters relating to glint and glare were raised during the RR period including but not limited to [RR-0057], [RR-0094] and [RR-0626], in written representations, including but not limited to [REP1-186], [REP1-230], [REP1-246] and [REP1-301], and throughout the Examination during ISH1 [EV2-004] and [EV2-005], ISH2 [EV4-004] and [EV4-005], OFH1 [EV8-002] and [EV8-003], OFH2 [EV9-004] and [EV9-005] and OFH3 [EV10-002] and [EV10-003], and including [REP1-301] and [REP3-112].

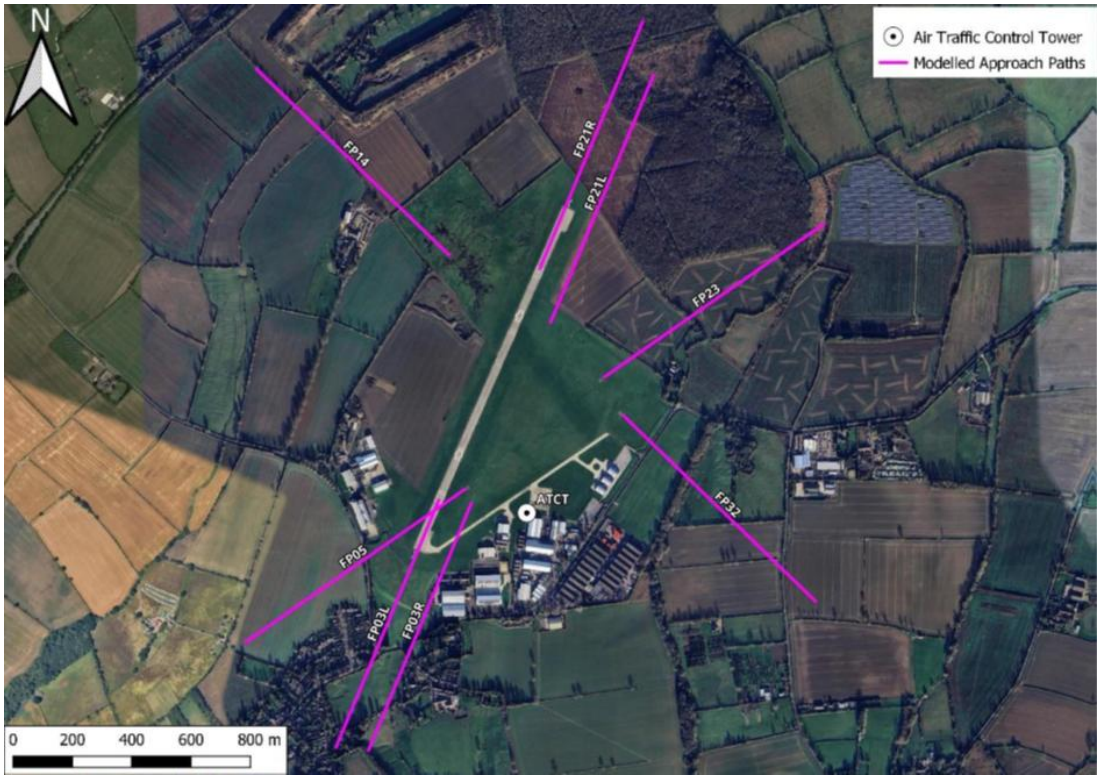
Tracker Panel Assessment

3.5.16. The ExA, during ISH1 [EV2-005], queried the applicant's assessment of glint and glare from tracker panels at a tilt of 22.5 degrees representing an average tilt. The applicant confirmed that this is used as it is the midpoint between the maximum and minimum tilt and therefore is the most representative of all possible tilt variations. The applicant confirmed in [REP1-162] that the use of the one tilt angle would not affect the magnitude of impact of glint and glare to modelled receptors and it would not affect the overall significance of effect.

FP23 Sywell Aerodrome

3.5.17. The ExA queried the impact of any glint and glare from one flight path in relation to Sywell Aerodrome, FP23. In this particular case, the assessments [APP-165] concluded there could be glare with the potential for temporary after-image (yellow glare) from tracking panels within Green Hill C. The assessment therefore concluded that, when applying professional judgement which would include the consideration of potential cloud cover, the classification of a moderate impact was predicted for FP23.

Figure 3.5.1: Modelled Approach Paths and Air Traffic Control Tower



Source: Figure 5.1 of ES Appendix 15.11 [APP-165]

3.5.18. The applicant clarified that FP23 is an approach path to Sywell Aerodrome, landing in a south westerly direction. The applicant consulted an aviation specialist in relation to Sywell Aerodrome to determine any impacts that would be experienced by pilots in reality. It took into consideration the prevalence of actual incidents of glare from solar PV adversely affecting pilots and researched other solar projects that used the ForgeSolar model. The applicant confirmed that they found no empirical evidence that any predicted glare actually occurred in these examples. The applicant also contacted various airfields directly and found no evidence of adverse reports, as detailed in [APP-572]. Therefore, no concerns arose from the applicant in relation to FP23.

Other Concerns

3.5.19. During ISH1 ([EV2-002] to [EV2-009] inclusive), concerns were raised by interested parties in relation to safety risks to riders and walkers using the public rights of way, the exclusion of some properties from the assessments and the impact on residential properties.

3.5.20. In response to these concerns, during ISH1 and in a written submission [REP1-162] following the hearing, the applicant clarified that viewpoint 52 [APP-385] on Green Hill G was used for the glint and glare assessment and that visits were undertaken to individual properties, the 50 metre buffer from property boundaries was reiterated and it was clarified that because any tracking panels would move very slowly the impact of glint and glare on equestrians would be similar to other sources such as sunlight reflecting off windows. Reference was also made to the advice from the British Horse

Society which advises that they have no evidence of horses reacting to, or their well-being being affected by, glint and glare from solar panels. This advice note is attached to the applicant's submission [REP1-162].

Additional Assessments

3.5.21. During the Examination, including ISH1 ([EV2-001] to [EV2-010] inclusive) and ISH2 ([EV4-001] to [EV4-008] inclusive), North Northamptonshire Council (NNC) requested additional glint and glare assessments in relation to the local road network. The applicant undertook these additional assessments and provided the findings at [REP4-026], which forms an addendum to the initial glint and glare assessment in [APP-052]. Figures 3.3 and 3.4 of this assessment show the additional roads selected for assessment in relation to the proposed development and a total of 190 additional points were reviewed, shown in figures 3.7 and 3.8. Figures 4.1 - 4.3 show the 82 modelled routes.

3.5.22. Of the routes identified, the additional assessment concluded that there would be a low impact, taking into consideration factors such as cloud cover, origin of glare and additional obstructions. The assessment therefore concluded that no further mitigation would be required in relation to these additional local roads.

3.5.23. In the final statements of common ground between the applicant and NNC [REP7-030], WNC [REP7-032] and MKCC [REP7-034] it is agreed that the assessment findings for the glint and glare considerations are considered not significant and therefore considered acceptable (RE-01).

3.5.24. At the close of the Examination, concerns remained in relation to glint and glare effects from some IPs. Specific reference was made to the effects of glint and glare on residential properties, the duration of glare, inappropriate methodology and insufficient assessment [REP7-046] and [REP7-056].

3.5.25. Throughout the examination, the applicant provided additional information in response to these concerns which can be seen in the applicant's response to deadline (DL) 6 submissions [REP7-026]. The applicant clarified points in relation to these concerns and detailed additional factors which were considered including separation distances, the sun's position, cloud cover and living space and window locations in residential properties. They also advised that the maximum potential impacts have been determined with the detailed methodology and glare impacts to the first floors of residential properties would not be significantly different to the ground floors.

3.5.26. The applicant also explained that the glare model takes account of the elevations of the proposed panels and all receptors but does not include the intervening planting and topography as detailed in figure 2.3 of [APP-155].

3.5.27. In summary, the applicant clarifies [APP-155] that the assessments have been carried out in line with industry guidance and remained content that the findings of the initial glint and glare assessments were accurate and the conclusions justified and evidenced.

3.5.28. Concerns were also raised by IPs in relation to reports of a closure at Amsterdam's Schiphol Airport due to nearby solar panels affecting visibility for pilots. The applicant's technical representative provided a response to this concern in ISH1 [EV2-005]. This was followed up in the applicant's submission [REP1-162] which explained that there were a number of differences between the events at Schiphol Airport, which required the closure of one runway, including panel layout and differences in safety standards for large commercial airports.

EXA'S CONCLUSIONS

3.5.29. The ExA has considered the submitted documents, figures and appendices in relation to glint and glare. Based on the evidence provided the ExA is content that the assessments have been carried out in a robust, proportionate and reasonable manner in relation to the potential impacts on nearby homes, motorists, public rights of way, aviation infrastructure including flight paths and other sensitive receptors, and that the conclusions are robust and can be relied on to inform the likely effects in this case. Following the applicant's explanations in relation to the tracker panel assessments, the ExA is satisfied with the applicant's justification and the assessment undertaken using the panel tilt of 22.5 degrees.

3.5.30. The ExA acknowledges that the model system assumes clear, sunny skies and therefore the application of professional judgement in terms of potential cloud cover and intervening screening is appropriate. The ExA is also satisfied that the assessment from ground floor residential receptors is sufficient to inform the overall assessment.

3.5.31. With regard to the impacts on Sywell Aerodrome in particular, the ExA acknowledges that an aviation specialist was consulted given the moderate impact assessed and the conclusions and proposed mitigations are evidenced and justified. The ExA is satisfied that there would not be a significant impact on the operation and flight paths to and from this location.

3.5.32. The ExA is satisfied that the applicant's explanation demonstrates that the example given of the issues at Schiphol Airport is not comparable to the proposed development and the nearby airstrips and therefore does not alter or undermine the findings of the applicant's glint and glare assessments in this regard.

3.5.33. As such, the ExA is satisfied that no significant effects would result from the proposed development, both in terms of the scheme in itself and also cumulatively. In this regard, the requirements of NPS EN-1 and NPS EN-3 and Policy SC3 of Plan:MK 2016 - 2031 and JCS Policy 8 have been met. The ExA therefore considers that matters of glint and glare carry neutral weight in the overall planning balance and therefore weigh neither for nor against the proposed development.

3.6. HISTORIC BUILT ENVIRONMENT

INTRODUCTION

3.6.1. This section considers the effects of the proposed development on the historic built environment. This includes the proposed development's effects on nearby listed buildings and their settings, archaeology and other heritage designations.

POLICY BACKGROUND

3.6.2. In its consideration of the effects of the proposed development on the historic built environment, the ExA has had regard to:

NPS EN-1

5.9.3	Defining ‘heritage assets’ and what constitutes ‘significance’ in the historic environment.
5.9.9	Likely significant heritage impacts and the mitigation hierarchy.
5.9.10	Requirements for assessing the significance of heritage assets.
5.9.11	Requirements for archaeological assessments.
5.9.13	Where possible, prepare proposals that make a positive contribution to the historic environment.
5.9.17	Loss of whole or part of a heritage asset’s significance.
5.9.18	Written scheme of investigation.
5.9.22	Significance of any heritage asset, including the setting.
5.9.25	Sustaining and enhancing the significance of heritage assets.
5.9.27	Weight given to the conservation of a designated heritage asset.
5.9.28	Harm or loss of significance of a designated heritage asset.
5.9.29 to 5.9.31	Substantial harm to designated heritage assets.
5.9.32	Less than substantial harm to the significance of designated heritage assets.
5.9.36	Preserving the setting of designated heritage assets.

NPS EN-3

2.3.8	Weighing public benefits against any loss or harm.
2.10.107	Requirement for expert assessment of impacts.
2.10.108	Above ground impacts.
2.10.109	Below ground impacts.
2.10.110	Potential for positive effects of solar schemes.
2.10.112 to 2.10.113	Applicant assessment requirements.
2.10.114 to 2.10.115	Potential requirement for investigative work.
2.10.116	Results of historic environment assessments should influence design.
2.10.117	Heritage assets to be conserved in a manner appropriate to their significance.
2.10.118 to 2.10.119	Effects of large-scale solar farms on the setting of heritage assets.
2.10.137 to 2.10.138	Micro-siting during the construction phase.
2.10.160	Impacts and the length of time of consent.

Other Policies and Legislation

3.6.3. The Planning (Listed Buildings and Conservation Areas) Act 1990 and Infrastructure Planning (Decisions) Regulations 2010 deal with matters including preserving listed buildings and their setting, preserving or enhancing conservation areas, and preserving scheduled monuments or their setting.

3.6.4. Section 16 of the National Planning Policy Framework (NPPF) provides guidance on the conservation and investigation of heritage assets. Heritage assets are defined in annex 2 of the NPPF.

3.6.5. The local impact reports (LIR) provided by North Northamptonshire Council [REP1-171], West Northamptonshire Council [REP1-175] and Milton Keynes City Council [REP1-169] identified the following relevant local policies:

North Northamptonshire Joint Core Strategy (NNJCS) 2011-2031

- Policy 2: Historic Environment

West Northamptonshire Joint Core Strategy Local Plan (Part 1) (WNJCS)

- Policy BN5 -The Historic Environment and Landscape

Settlements and Countryside Local Plan (Part 2) For Daventry District 2011-2029

- Policy ENV7 - Historic Environment

Plan:MK 2016 - 2031

- Policy HE1: Heritage and development

Lavendon Neighbourhood Plan 2019-2031

- Policy CD1: Conservation and heritage

THE APPLICATION

3.6.6. The applicant's assessment of effects of the proposed development on the historic built environment is set out in ES Chapter 12: Cultural Heritage [APP-049]. That chapter is supported by:

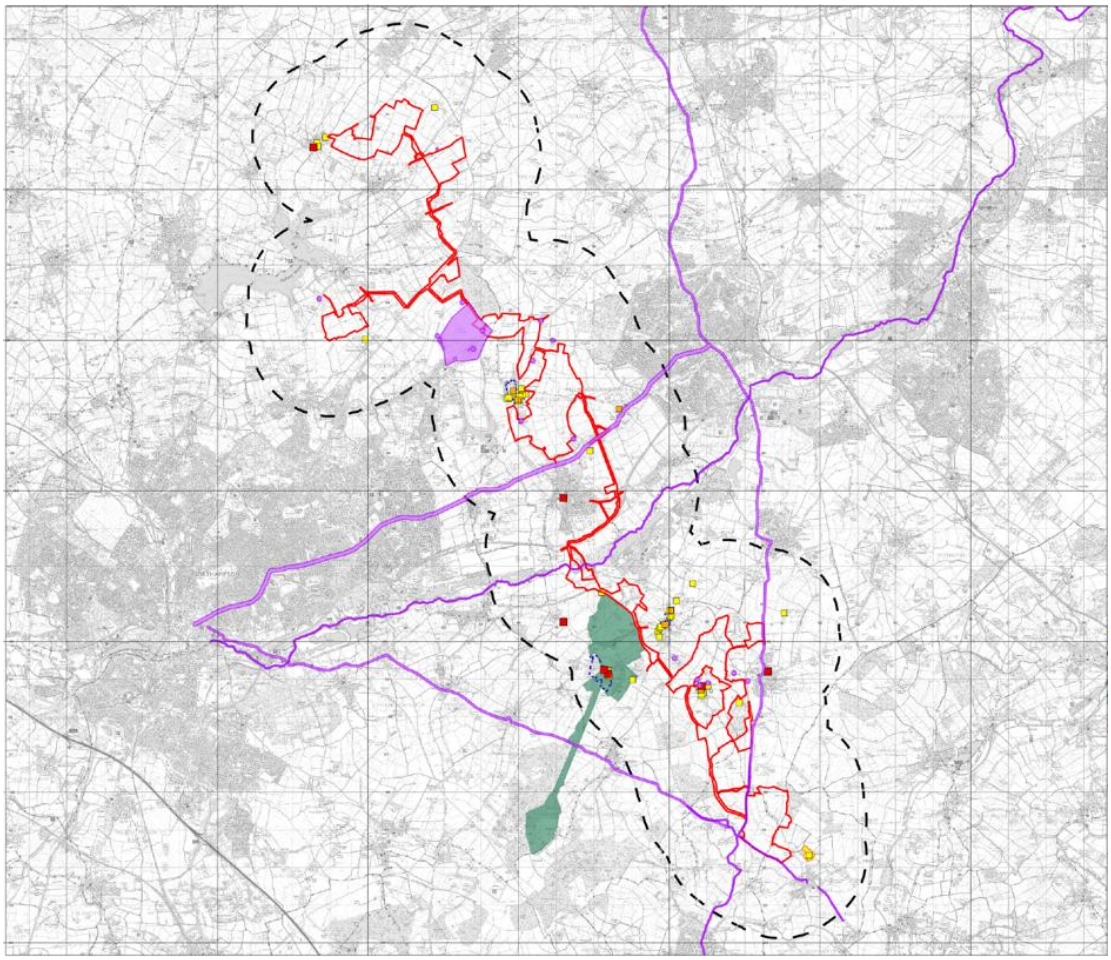
- ES Appendix 12.1 Heritage Statement [APP-110 to APP-120]
- ES Appendix 12.2 Archaeological Desk-Based Assessments [APP-121 to APP-127]
- ES Appendix 12.3 Air Photo and LiDAR Mapping and Interpretation [APP-128]
- ES Appendix 12.4 Archaeological Geophysical Survey Reports (Revision A) [REP1-059 to REP1-078]
- ES Appendix 12.5 Interim Evaluation Trial Trenching Reports [APP-139 to APP-145]
- ES Appendix 12.6 Archaeological Mitigation Strategy (Revision B) [CR2-006]
- ES Appendix 12.7 Historic Landscape Assessment [APP-147]
- ES Appendix 12.8 Consultation Tables [APP-148]
- ES Appendix 12.9 Cultural Heritage Impact Assessment Tables [APP-149]
- Technical Addendum to ES Chapter 12 Cultural Heritage [CR2-022]

METHODOLOGY AND BASELINE

Study Area

3.6.7. As set out in paragraph 12.4.2 of [APP-049] the applicant applied a study area covering a 2km radius around each of the proposed development sites (Green Hill A to Green Hill G) in order to identify designated heritage assets that could potentially have their setting impacted by the proposed development. The study area is illustrated in figure 3.6.1 below and the results of the applicant's assessment are set out in ES Appendix 12.1 Heritage Statement [APP-110].

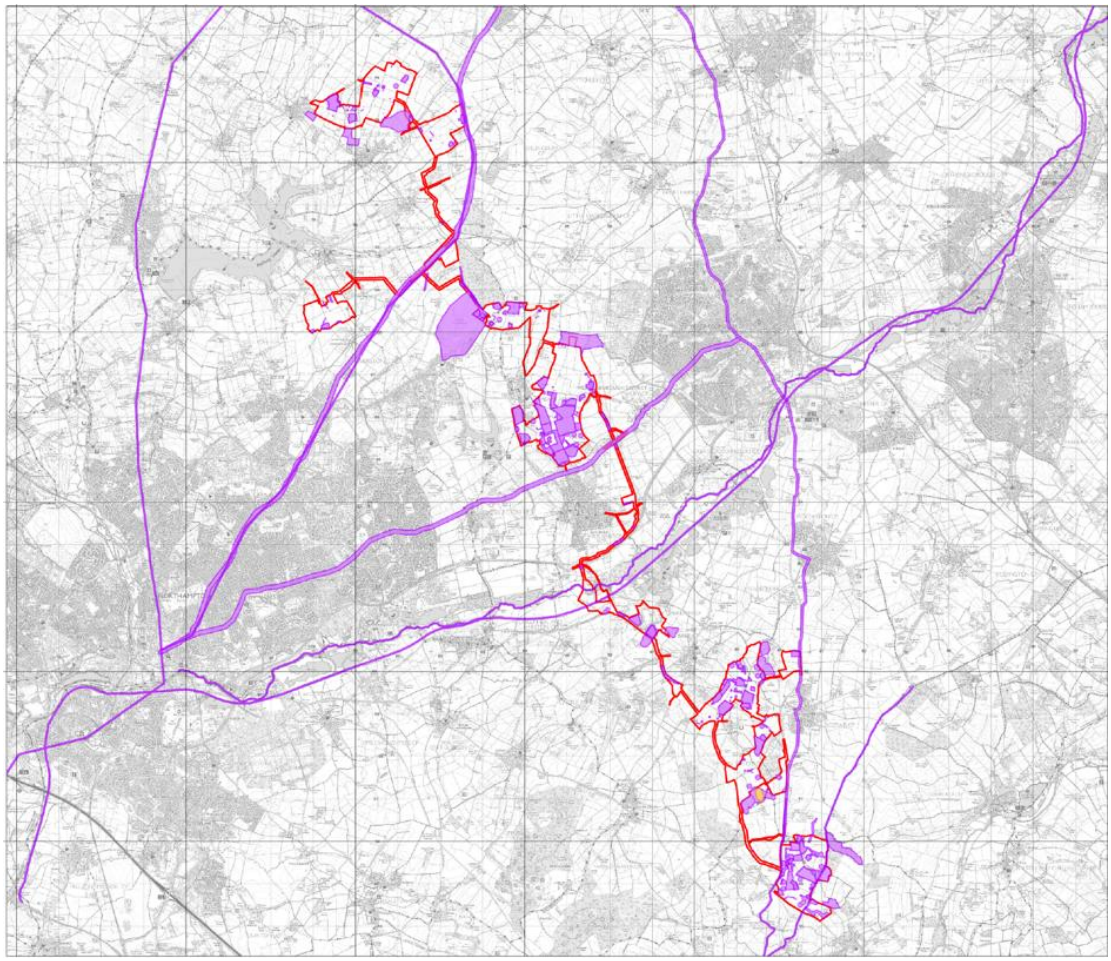
Figure 3.6.1: Heritage assets scoped in by the applicant for assessment



Source: Environmental Statement Figure 12.1 [APP-406]

3.6.8. Records of archaeological finds and previous archaeological investigations were collated for within the Order Limits and a 1km radius by the applicant to assess the archaeological potential of the proposed development in its wider context together with potential direct impacts on any archaeological remains or heritage assets. The results of this assessment are illustrated in figure 3.6.2 below and set out in ES Appendix 12.2 Archaeological Desk-Based Assessments [APP-121].

Figure 3.6.2: Archaeological assets within the Order Limits and a 1km radius



Source: Environmental Statement Figure 12.2 [APP-413]

3.6.9. The applicant also identified that there is a potential for localised impacts on heritage assets to occur during the construction phase of the cable route. An assessment of the 50m wide cable route corridor and a 250m study area buffer along this from the Order Limits was therefore assessed (as shown in the two figures above).

Assessment Methodology

3.6.10. The applicant's methodology for the assessment of effects on the historic environment is set out in section 12.4 of ES Chapter 12 [APP-049]. Table 12.1 sets out the criteria to establish the sensitivity of heritage assets, table 12.2 the criteria for assessing the magnitude of impacts, and table 12.3 the matrix used to enable a determination of the significance of effects prior to the implementation of additional mitigation.

3.6.11. Potential impacts on designated and non-designated heritage assets from the proposed development could include:

- Partial or total removal of non-designated archaeological heritage assets within the Order Limits;
- Partial or total removal of unrecorded archaeological remains within the Order Limits; and

- Effects upon the significance of heritage assets due to changes to their setting beyond the Order Limits.

3.6.12. Table App 12.9.1 in ES Appendix 12.9 [APP-149] provides descriptions of the type of impacts on heritage assets at the construction, operation and decommissioning phases resulting from the proposed development. Table App 12.9.2 details the nature of the impact with consideration to duration and reversibility of impacts caused by the proposed development.

3.6.13. The applicant also prepared a Historic Landscape Assessment [APP-147] to assess impacts to historic landscape character from the proposed development.

Baseline Conditions

3.6.14. There are no Listed Buildings located within the Order Limits. A total of 413 Listed Buildings were identified within the study area, of which 61 were identified with potential for impacts from the proposed development and were therefore scoped in for further assessment. These are listed in table 12.5 of [APP-049].

3.6.15. There are no Conservation Areas located within the Order Limits. A total of 37 Conservation Areas were identified within the study area, of which four were identified with potential for impacts from the proposed development and were therefore scoped in for further assessment. These are listed in table 12.4 of [APP-049].

3.6.16. There are no Registered Parks and Gardens (RPGs) located within the Order Limits. A total of seven RPGs was identified within the study area, of which one (Castle Ashby) was identified with potential for impacts from the proposed development and was scoped in for further assessment.

3.6.17. There are no Scheduled Monuments located within the Order Limits. A total of 34 Scheduled Monuments was identified within the study area, of which one (Lavendon Castle) was identified with potential for impacts from the proposed development and was scoped in for further assessment.

3.6.18. A total of 84 non-designated assets was identified within the study area, of which 33 were identified with potential for impacts from the proposed development and were therefore scoped in for further assessment. These are listed in table 12.8 of [APP-049].

3.6.19. Tables 12.9 to 12.18 in [APP-049] set out the non-designated archaeological assets identified within each of the proposed development sites (Green Hill A to Green Hill G) and the cable route corridor.

3.6.20. Tables 12.19 to 12.27 in [APP-049] detail the historic landscape types identified within the proposed development sites (Green Hill A to Green Hill G) and the cable route corridor.

CONSTRUCTION PHASE

Designated and non-designated heritage assets

3.6.21. The applicant's assessment in tables App 12.9.5 to 12.9.9 of Appendix 12.9 [APP-149] indicate that most of the identified impacts from the proposed development to heritage assets would be not significant in EIA terms, with effects mostly ranging between neutral and minor/moderate adverse.

3.6.22. The applicant sets out mitigation measures in ES Chapter 12 [APP-049] to reduce the impacts of the proposed development on the setting of designated heritage assets. This mitigation includes the removal and partial removal of solar panels from certain fields to provide greater physical separation between the development and heritage assets, the retention of certain visual corridors between heritage assets, and screening by hedgerows and tree belts.

3.6.23. Two heritage assets were identified where there is a potential for vibration impacts as a result of construction traffic during the construction phase, the Grade II Listed Station Lodge and Low Farmhouse. The applicant proposes additional mitigation by way of a condition survey before and after the construction phase to address that potential impact.

3.6.24. There are two conservation areas where, even with the proposed mitigation measures, the potential for moderate adverse effects to occur has been identified by the applicant:

- Mears Ashby Conservation Area; and
- Easton Maudit Conservation Area.

3.6.25. There are two listed buildings where, even with mitigation, the applicant concludes there remains the potential for moderate adverse effects to occur:

- Grade I Listed Church of St Peter and St Paul, Easton Maudit; and
- Grade II* Listed 22 High Street, Easton Maudit.

Archaeological assets

3.6.26. The applicant's assessment in Table App 12.9.10 of Appendix 12.9 [APP-149] indicate that most of the identified impacts to archaeological assets during construction would be not significant in EIA terms, with effects mostly ranging between neutral and moderate/minor adverse.

3.6.27. There are eight archaeological assets identified where there is the potential for significant effects. The applicant proposes additional mitigation, by recording in the form of strip, map and sample excavation, in line with ES Appendix 12.6 Archaeological Mitigation Strategy [CR2-006] which it considers would reduce the assessed residual effects to negligible adverse.

OPERATIONAL PHASE

Designated and non-designated heritage assets

3.6.28. The four designated heritage assets identified as being impacted by the proposed development during the construction phase would continue to have their settings affected throughout the operational phase of up to 60 years. Landscape mitigation could reduce the visual impact on the setting of heritage assets over time, as screening planting matures.

3.6.29. The applicant concedes that the impacts on setting would be at their greatest in terms of magnitude and duration during the operational phase and therefore this was the main focus of the assessment of impacts to designated and non-designated heritage assets detailed in ES Appendix 12.1 Heritage Statement [APP-110] and in tables App 12.9.11 to App 12.9.15 of ES Appendix 12.9 [APP-149].

3.6.30. The applicant concluded (paragraphs 12.8.25 and 12.8.26 of [APP-049]) that there remained the potential for moderate adverse effects to occur throughout the duration of the operational phase to the four designated heritage assets.

Archaeological assets

3.6.31. No additional impacts to archaeological assets have been identified by the applicant during the operational phase, as any replacement of solar panels or batteries would not result in any additional piling or ground disturbance beyond that caused during the construction phase. If any works would be needed during the operational phase with the potential to cause additional impacts, an assessment would be required to ascertain the extent of any impacts and appropriate mitigation in line with the Outline Operational Environmental Management Plan (oOEMP) [REP6-043].

3.6.32. The applicant also identified (paragraph 12.8.30 of [APP-049]) the potential benefit to archaeological assets of there being no intensive agricultural activities, such as ploughing, on site during the up to 60-year period of operation.

DECOMMISSIONING PHASE

Designated and non-designated heritage assets

3.6.33. The less than substantial harm to the setting of designated heritage assets identified at the construction and operational phases would remain during the decommissioning phase (paragraph 12.8.38 of [APP-049]). Any harm to the settings of assets would be reversed once decommissioning of the proposed development was completed.

Archaeological assets

3.6.34. The applicant concluded (paragraph 12.8.43 of [APP-049]) that works undertaken during the decommissioning phase would not cause further impacts to buried archaeological remains beyond those from the construction

phase. If any works would be required during decommissioning with the potential to cause additional impacts, an assessment would be required to ascertain the extent of any impacts and appropriate mitigation in line with the Outline Decommissioning Statement (oDS) [REP6-043].

CUMULATIVE EFFECTS

3.6.35. Section 12.11 of [APP-049] considers the potential for cumulative effects to heritage assets as a result of the combined effects of other projects alongside the proposed development, concluding that no significant cumulative effects are likely.

ISSUES CONSIDERED DURING THE EXAMINATION

DESIGNATED AND NON-DESIGNATED HERITAGE ASSETS

3.6.36. Historic England's (HE) relevant representation [RR-1228] confirmed their pre-application engagement and included generally positive comments regarding the site layout and landscaping proposals in mitigating harm through visual impact to the historic environment. However, it also noted concerns about the potential effects of the proposed development on the setting of certain settlements.

3.6.37. The ExA asked HE in [PD-012] to confirm whether the proposed mitigation addressed their concerns in relation to these settlements. The ExA further asked HE if they had concerns regarding the four designated heritage assets with the potential for moderate adverse effects to occur, in particular the Grade I Listed Church of St Peter and St Paul, Easton Maudit. HE responded in [REP4-040] to confirm it was comfortable with the applicant's assessment and that their mitigation approach is satisfactory. This position was confirmed in their final SoCG [REP6-075].

3.6.38. At the close of the examination, the SoCG with local authorities [REP7-030], [REP7-032] and [REP7-034] indicated that all were satisfied with the assessment methodology and broadly the approach to mitigation. However, NNC and WNC both comment that in spite of the mitigation, there would be residual harm to the significance of designated heritage assets as a result of development within their settings. It is for the applicant to evidence that they have done as much they can in terms of mitigation without undermining the viability of the proposed development.

3.6.39. The applicant had previously confirmed in [REP1-162] that it considered the embedded mitigation, by way of siting solar panels further from key heritage assets and retaining visual corridors between the village conservation areas and churches, has reduced the level of impact to the lowest practicable level (ie less than substantial harm). No further mitigation is considered practicable by the applicant without those areas of the proposed development becoming unviable.

Mears Ashby Hall

3.6.40. The owner of Mears Ashby Hall submitted a Heritage Report [AS-014] at the start of the examination. This set out the history of the Grade II* Mears Ashby Hall, its heritage significance, and where it considered the applicant's assessment of impacts resulting from the proposed development on the Hall to be flawed.

3.6.41. At ISH1 the ExA asked the applicant to address the points made in [AS-014] and also to explain why its assessment in [APP-049] identified moderate adverse effects to Mears Ashby Conservation Area but not to Mears Ashby Hall (AP14 of [EV2-010]). The applicant responded in [REP1-162], with an analysis of [AS-014] at Appendix B of [REP1-162] concluding that the proposed development would result in no harm to the significance of Mears Ashby Hall or its associated group of designated assets.

3.6.42. No further representations were received during the examination in relation to Mears Ashby Hall.

Non-designated heritage assets within or outside the Order Limits

3.6.43. As part of its LIR [REP1-171] NNC highlighted three non-designated assets that it considered were within the Order Limits rather than outside. The applicant responded in [REP2-049] stating that the Order Limits runs adjacent to the property boundary of the three non-designated assets but does not include the buildings. The SoCG with NNC [REP7-030] confirmed agreement on this matter at the close of the examination.

ARCHAEOLOGICAL ASSETS

3.6.44. In its relevant representation [RR-1228] HE made comments in relation to the archaeological mitigation strategy (AMS) and also the wording of R12 of the dDCO. HE engaged with the applicant during the examination, and the applicant updated the AMS [CR2-006] and the wording of R12 at DL5 to address their concerns.

3.6.45. HE's SoCG [REP6-075] confirmed that, at the close of the examination, HE was content that the revised R12 of the dDCO [REP7-005] and updated AMS [CR2-006] had addressed its concerns.

CONCLUSIONS

Designated and non-designated heritage assets

3.6.46. In relation to the four designated heritage assets (Easton Maudit and Mears Ashby Conservation Areas, Grade I Listed Church of St Peter and St Paul, Easton Maudit and Grade II* Listed 22 High Street, Easton Maudit) with the potential for moderate adverse effects to occur, the ExA is satisfied that the applicant has done as much they reasonably can in terms of mitigation without undermining the viability of the proposed development. A significant number of fields were excluded from having solar panels sited in them in the final design to ensure the maximum achievable separation between solar

panels and the heritage assets, supported by visual screening by hedgerows and tree belts. This view is supported by HE [REP4-040].

Archaeological assets

3.6.47. As set out above, all concerns relating to the extent of archaeological investigation that were raised by the local authorities and HE had been resolved to the satisfaction of all parties by the close of the examination.

3.6.48. R12 of the dDCO [REP7-005] ensures that the proposed development is not commenced until the programme of evaluative archaeological investigation in the written scheme of investigation [REP5-096] has been carried out. R12 also ensures that any written scheme of investigation must be substantially in accordance with the archaeological mitigation strategy [CR2-006] and takes into account the findings of any archaeological evaluations.

3.6.49. The oCEMP [REP7-015], oOEMP [REP6-043] and oDS [REP6-045] also contain mitigation measures in relation to construction, operational maintenance and decommissioning activities. These control documents are secured through requirements R13, R14 and R21 respectively.

3.6.50. The ExA considers that the above control documents and requirements in the dDCO provide adequate control and mitigation for archaeological purposes.

OVERALL CONCLUSION

3.6.51. It is the ExA's view that the applicant has provided an adequate description of the significance of the heritage assets that would be affected by the proposed development and the contribution of their setting to that significance to allow the SoS to reach a reasoned conclusion on the potential impact of the proposed development in accordance with the EIA Regulations and NPS EN-1. The ExA is also satisfied that the applicant has appropriately considered archaeological matters as set out above. The ExA therefore considers that the application meets the requirements of relevant legislation and policy.

3.6.52. The ExA agrees with the applicant's assessment in ES Chapter 12 [APP-049] that, notwithstanding the mitigation measures proposed, harm would occur as a result of the proposed development to four designated heritage assets:

- Easton Maudit Conservation Area
- Mears Ashby Conservation Area
- Grade I Listed Church of St Peter and St Paul, Easton Maudit
- Grade II* Listed 22 High Street, Easton Maudit

3.6.53. The harm to all the designated heritage assets identified above would be less than substantial and the ExA is satisfied that the proposed development would not result in substantial harm to any designated or non-designated heritage assets.

3.6.54. Within the range of less than substantial, the ExA considers that, with the mitigation proposed by the applicant, harm would be at the lower end of the

scale to all identified assets. Nevertheless, where there is harm, the SoS must give great weight to the asset's conservation in accordance with paragraph 5.9.27 of NPS EN-1.

3.6.55. The ExA affords any harm to heritage assets great weight, but this must be weighed against the public benefits of the proposed development in accordance with paragraph 5.9.32 of NPS EN-1. This is done as part of the planning balance in chapter 5 of this report.

3.7. HYDROLOGY, FLOOD RISK AND DRAINAGE

INTRODUCTION

3.7.1. In this section we consider the effects of the proposed development on hydrology, flood risk and drainage.

3.7.2. Consideration is given below to:

- policy relevant to hydrology, flood risk and drainage
- the application
- issues considered during the examination

POLICY AND GUIDANCE BACKGROUND

3.7.3. The following policy and guidance is relevant to the assessment of effects for hydrology, flood risk and drainage.

NPS EN-1

5.8.9	If, following application of the Sequential Test, it is not possible for the project to be located in areas of lower flood risk, the Exception Test can be applied.
5.8.11	Both elements of the Exception Test must be satisfied for development to be consented.
5.8.13	Site-specific flood risk assessment (FRA) should be provided for all energy projects in Flood Zones 2 and 3. In Flood Zone 1, a FRA should accompany proposals which meet particular criteria.
5.8.14	The risks of all forms of flooding to and from the project should be identified and assessed. How these risks would be managed should be demonstrated.
5.8.36	The application should be supported by an appropriate FRA, the Sequential Test should be applied and satisfied, and in flood risk areas the project should remain safe and operational, without increasing flood risk elsewhere.

NPS EN-3

2.4.11	Applicants should consider how plant will be resilient to flooding at solar photovoltaic (PV) sites in low lying exposed sites.
2.10.16	Associated infrastructure such as flood defences may be treated as associated development.
2.10.60	Applicants will consider several factors, including ability to mitigate flood risk.
2.10.84-88	As solar PV panels will drain to the existing ground, the impact will not, in general, be significant.

NPS EN-5

2.3.2	Applicants should set out the vulnerability and resilience of proposed developments to flooding.

3.7.4. We have also had regard to the following local impact reports (LIR) to the extent that they are relevant to this topic:

- Milton Keynes City Council (MKCC) LIR [REP1-169]
- North Northamptonshire Council (NNC) LIR [REP1-171]
- West Northamptonshire Council LIR [REP1-175]

3.7.5. The LIR refer to the following relevant development plan policies, to which we have also had regard:

- Policy 5 of the North Northamptonshire Joint Core Strategy 2011-2031 (2016)
- Policy BN7 of the West Northamptonshire Joint Core Strategy (2014)
- Policy ENV11 of the Settlements and Countryside Local Plan (Part 2) for Daventry District 2011-2029
- Policies FR1, FR2 and FR3 of Plan: MK (2019)
- Policy FR1 of Lavendon Neighbourhood Plan

3.7.6. We have also had regard to the policy contained in section 14 of the National Planning Policy Framework (2024) (NPPF) and to the Planning Practice Guidance (PPG) on Flood risk and coastal change (2022) as potentially important and relevant considerations.

THE APPLICATION

3.7.7. The impacts of the proposed development on hydrology, flood risk and drainage are considered in the Environmental Statement (ES) [REP6-007]. The chapter is supported by the following reports and appendices, which set out the proposed development's sequential approach to site selection and layout:

- Appendix 10.1 [REP5-021]

- Appendices 10.2 to 10.11 [REP5-023], [REP5-025], [APP-100] to [APP-102], [REP5-027], [APP-104] to [APP-106], [REP5-029], [REP5-031]

3.7.8. A Water Framework Directive (WFD) Assessment [REP5-081] assesses the potential for the proposed development to contribute to WFD objectives and any likely alterations to the WFD classifications that could result. Baseline conditions are set out at section 5, WFD screening at section 6, potential significant effects at section 7 and proposed mitigation at section 8. The assessment concludes that, with the implementation of mitigation, the proposed development is expected to have no significant adverse effects on WFD waterbodies.

3.7.9. A Water Resources Assessment [APP-563] assesses consumptive and non-consumptive demands.

3.7.10. The study area for hydrology, flood risk and drainage effects comprises the 9 sites of the proposed development (A-G and Battery Energy Storage System (BESS) and the cable route corridor. The applicant's assessments were informed by desk study, survey and consultation.

3.7.11. Control documents propose mitigation for hydrology, flood risk and drainage effects. These include the Outline Landscape and Ecological Management Plan (oLEMP) [REP6-047], the oCEMP [REP7-015] and the Outline Soil Management Plan (oSMP) [REP6-053]. These are secured through requirements 7, 13 and 19 of the draft Development Consent Order (dDCO) [REP7-005]. A surface water drainage scheme is secured through requirement 11 of the dDCO [REP7-005]. Flood risk commitments and their securing mechanisms are set out at pages 13-19 of the Commitments Register [REP6-009].

3.7.12. Proposed mitigation measures set out in these documents include the sequential location of critical infrastructure within Flood Zone 1, the provision of a minimum 8-metre buffer from all main rivers and ordinary watercourses, and water management measures to control surface water run-off and drain hardstanding and other structures.

BASELINE

3.7.13. The FRA and Drainage Strategy [REP5-021] provide baseline conditions for the proposed development. Detailed hydraulic assessments are additionally provided where required, for example in respect of Sites B [APP-102], D [APP-104], the BESS [REP5-027] and [REP5-031].

3.7.14. Hydrological data presented within the ES [REP6-007] and supporting appendices indicates that most of the proposed development lies within Flood Zone 1, so that it is at low risk of fluvial flooding from main rivers. Areas of Sites A, D, E, F, G, the Cable Route Corridor and the Green Hill BESS site would lie within Flood Zones 2 and 3.

3.7.15. Detailed hydraulic modelling undertaken for the Grendon Brook and River Nene systems associated with the BESS and southern sites is considered to

demonstrate that areas corresponding to Flood Zone 3b are confined to narrow corridors immediately adjoining these watercourses. Any remaining areas of Flood Zone 3 within the Order Limits would be occupied only by raised solar panels, which the applicant considers would be resilient to shallow flooding.

3.7.16. The baseline fluvial flood risks of Site F and the eastern part of the BESS 1 site are considered to be Moderate. All other fluvial and surface water flood risks at the sites and the cable route corridor are considered to be Low or Very Low.

3.7.17. The proposed development is situated within the Anglian River Basin Management Plan area. Within this area, Green Hill A to F and the BESS are located in the Nene Management Catchment, where the higher central and upper end allowances for peak river flow in the 2080s are 13% and 36% respectively. Green Hill G is located in the Upper and Bedford Ouse Management Catchment, where the higher central and upper allowances for peak river flow in the 2080s are 30% and 58% respectively. The cable route corridor spans both catchments, and both allowances have been considered in its assessment.

3.7.18. The local land drainage network feeds into local watercourses, several of which are WFD surface waterbodies. The Blisworth Limestone Formation Principal Aquifer underlies part of the Order Limits, with secondary aquifers present locally.

3.7.19. The principal aquifer designation is treated as High sensitivity. Depth to groundwater across the majority of the Order Limits is significant, and lower permeability strata provide natural attenuation. No groundwater abstractions or source protection zones are present within the Order Limits.

CONSTRUCTION AND DECOMMISSIONING PHASES

3.7.20. Potential impacts of the proposed development's construction and decommissioning on hydrology, flood risk and drainage include mud and debris blockages, a temporary increase in impermeable area, compaction of soils and silt-laden runoff.

3.7.21. The applicant concludes that residual effects of the proposed development's construction and decommissioning on hydrology, flood risk and drainage are all Negligible or Minor Adverse, and hence Not Significant.

OPERATIONAL PHASE

3.7.22. Potential impacts of the proposed development's operation on hydrology, flood risk and drainage include an increase in permanent impermeable area, an increase in discharge to local watercourses, mud and debris blockages and diffuse pollution contained in urban runoff or resulting from fire.

3.7.23. Residual effects of the proposed development's operation on hydrology, flood risk and drainage are all considered by the applicant to be Negligible or Minor Adverse, and hence Not Significant.

CUMULATIVE EFFECTS

3.7.24. The applicant's assessment of potential cumulative flood risk effects is presented at section 10.11 of [REP6-007] and within [APP-188] and [APP-062]. No likely significant effects are anticipated to result from the proposed development in this regard.

OTHER CONSIDERATIONS

3.7.25. The ES [REP6-007] considers the potential for the proposed development to result in diffuse pollution of water resources from urban runoff or resulting from fire during its operational phase. The applicant considers these effects, with embedded or additional mitigation, to be Not Significant.

3.7.26. The magnitude of the proposed development's effects on groundwater is considered to be Negligible. The residual effect on groundwater is not considered to be significant in Environmental Impact Assessment terms.

ISSUES CONSIDERED DURING THE EXAMINATION

3.7.27. Based on the relevant representations and written and oral submissions made during the examination, the key issues relating to hydrology, flood risk and drainage are:

- BESS flood risk and drainage
- flood risk at Lavendon

BESS FLOOD RISK AND DRAINAGE

3.7.28. During examination, we raised questions regarding flood risk and drainage at the proposed Green Hill BESS and Green Hill C BESS.

3.7.29. The Environment Agency (EA) also raised questions on this topic. The EA commented [RR-1224] on the respective hydraulic models, requesting that uncertainties with the models were addressed and to understand whether there was any loss of floodplain storage from the BESS or substation infrastructure.

3.7.30. Many representations raised concerns about the potential for flooding at the Green Hill BESS and in the wider Grendon area. These include those of Grendon Parish Council and Stop Green Hill Solar (SGHS) at issue specific hearing (ISH) 1 [EV2-002], [EV2-004], [EV2-006] and [EV2-008], and in [RR-0974], [REP1-295], [REP5-128], [REP6-085] and [REP6-094]. Concerns raised include a request for a revised FRA, a surface water management plan and a geological survey.

3.7.31. Appendix 10.11: FRA and Drainage Strategy Annex J: Green Hill BESS [REP5-031] sets out mitigation and operational measures designed to ensure that the BESS can be made safe and resilient to flooding, including finished level strategies, equipment raising and waterproofing where required, flood warning and site management procedures, and drainage measures.

3.7.32. The applicant undertook additional sensitivity testing within the respective hydraulic models and supplied a hydraulic modelling technical note [REP5-092] for the BESS in response to matters raised in this regard. The note includes the required climate change allowances.

3.7.33. An Outline Battery Storage Safety Management Plan (oBSSMP) is provided at [REP5-075] and secured by requirement 6 of the dDCO [REP7-005]. This sets out key fire safety provisions that are considered likely to be included in the design of the proposed BESS facilities, and is generally agreed by Northamptonshire Fire and Rescue Service in a statement of common ground (SoCG) with the applicant at [REP2-063].

3.7.34. The SoCG between the EA and the applicant [REP7-036] records agreement on all matters including flood risk, the oBSSMP and the Drainage Strategy at the examination's close.

3.7.35. NNC, as the Lead Local Flood Authority (LLFA) for both potential BESS sites at the proposed development, is in agreement on all hydrology, flood risk and drainage matters in its SoCG with the applicant [REP7-030]. It agrees that the adopted flood risk methodology, baseline conditions and proposed mitigation are acceptable. It considers that surface water flood risk and drainage matters would be appropriately addressed.

3.7.36. Mitigation is set out in the following documents:

- oCEMP [REP7-015]
- Outline Operational Environmental Management Plan [REP6-043]
- oLEMP [REP6-047] and accompanying Water Management Plan
- Outline Decommissioning Statement (oDS) [REP6-045]
- oSMP [REP6-053]

3.7.37. These documents would be secured through requirements 7, 13, 14, 19 and 21 of the dDCO [REP7-005]. We are therefore satisfied that, with their implementation and noting the agreement within the above SoCG on the matter, the proposed BESS would not result in adverse effects on flood risk and drainage during their construction and operation, and that further mitigation would be submitted for approval prior to the decommissioning of the proposed development.

FLOOD RISK AT LAVENDON

3.7.38. Many representations refer to recent flooding events in the village of Lavendon. These include submissions at ISH1 [EV2-002], [EV2-004], [EV2-006] and [EV2-008], Open Floor Hearing 2 [EV9-002] and [EV9-004], and [RR-0058], [RR-0248] and [REP3-117]. SGHS supplied an Engineering Report on Flood Risk at Lavendon [REP1-215]. Concerns raised include whether surface water flooding risks are accurately described and whether flood events are omitted in the assessment of flood risk.

3.7.39. The applicant has supplied a Hydraulic Modelling Technical Note [REP2-053] regarding the village of Lavendon. This uses a 2D direct-rainfall hydraulic model to investigate the flood mechanisms affecting Lavendon and to assess

whether the proposed development of Site G could incorporate measures to deliver flood risk benefits there.

3.7.40. The Technical Note concludes that the flood mechanisms affecting Lavendon are catchment-wide rather than isolated to a single land parcel. It considers that the proposed development could not feasibly incorporate on-site measures within Site G that would provide a measurable reduction in flood risk to Lavendon.

3.7.41. The FRA modelling [REP5-029] for Site G concludes that the proposed development would not increase flood risk elsewhere.

3.7.42. The SoCG between the EA and the applicant [REP7-036] records agreement on all matters including flood risk and the Drainage Strategy at the examination's close.

3.7.43. MKCC, as the LLFA for Site G, is in agreement on all hydrology, flood risk and drainage matters in its SoCG with the applicant [REP7-034]. It agrees that the adopted flood risk methodology, baseline conditions and proposed mitigation are acceptable. It considers that surface water flood risk and drainage matters would be appropriately addressed.

3.7.44. Whilst flood risk at the site is considered to be Negligible to Low, embedded mitigation measures are included in ES Appendix 10.1 Flood Risk Assessment and Drainage Strategy [REP5-021].

3.7.45. The ExA is consequently satisfied that, with the embedded precautionary mitigation and noting the agreement within the above SoCG on the matter, the proposed development of Site G would not result in adverse effects on flood risk and drainage in Lavendon during its construction and operation. Suitable mitigation would additionally be submitted for approval prior to the decommissioning of the proposed development, as set out in the oDS [REP6-045].

CONCLUSIONS

3.7.46. As areas of Sites A, D, E, F, G, the Cable Route Corridor and the Green Hill BESS site would lie within Flood Zones 2 and 3, the sequential test set out in EN-1 and the NPPF must be applied to the proposed development. This must be passed before the exception test can be applied. The applicant's Planning Statement (Appendix B, [REP6-037]) sets out how these tests have been assessed.

3.7.47. The applicant's sequential test follows the process for identifying and assessing potential alternative sites set out in ES Chapter 5 (Alternatives and Design Evolution) [APP-042], supported by ES Appendix 5.1: Site Selection Assessment [REP1-037]. The assessment concludes that it would not be possible to steer development towards an area of lower flood risk because there are no reasonably available alternative sites within the search area which could be developed to facilitate a 2029 grid connection date at Grendon Substation.

3.7.48. As the applicant's sequential test concludes that it would not be possible for the project to be located in an area of lower flood risk, the exception test is then required. The applicant considers that the wider sustainability benefits of the proposed development to the community would outweigh the flood risk. The applicant concludes that the proposed development would be safe from flooding for its lifetime, without increasing flood risk elsewhere. The proposed development is consequently considered to fulfil both elements of the Exception Test.

3.7.49. The SoCG of the 3 host authorities and the EA ([REP7-030], [REP7-032], [REP7-034] and [REP7-036]) indicate agreement on all hydrology, flood risk and drainage matters. The ExA is content that the Sequential and Exception Tests have been met, and that updates to the PPG (Flood risk and coastal change) in respect of alternative sites and the sequential approach do not affect these conclusions.

3.7.50. The ExA considers that there would be potential for adverse flood risk and drainage effects to arise from all phases of the proposed development. However, we consider that the approval and implementation of the proposed management plans would adequately mitigate any such effects. As a result, we consider that the proposed development would comply with the provisions of the WFD, the relevant policies in the NPSs (most particularly NPS EN-1 and NPS EN-3), and with the relevant development plan policies identified above.

3.7.51. Overall, we consequently consider that matters relating to hydrology, flood risk and drainage would be neutral in the planning balance.

3.8. LANDSCAPE AND VISUAL EFFECTS

INTRODUCTION

3.8.1. This section considers the proposed development's landscape and visual effects for the construction, operation and decommissioning phases, including considerations of good design.

3.8.2. This section will identify the relevant legislation, policy and guidance, before moving on to the relevant details of the proposed development. It will then identify the issues that were considered during the examination, before discussing the considerations and conclusions of the ExA in relation to landscape and visual matters.

POLICY BACKGROUND

3.8.3. The relevant legislation, policy and guidance in relation to this section are:

NPS EN-1

4.7.11	Functionality aesthetics and visual impacts on the landscape.

5.10.12	Local landscapes, local policies and landscape character assessment.
5.10.14	Visual effects on sensitive receptors.
5.10.17	Landscape character assessments and local policies.
5.10.19	Negative effects and opportunities for positive benefits.
5.10.21	Impacts on views and visual amenity, light pollution.
5.10.22	Landscape and visual effects of noise and light pollution
5.10.24	Enhancing landscapes.
5.10.247	Siting, colour, materials and sympathetic landscaping.
5.10.29	The level of detailed design.
5.10.30	Design content and future consenting.
5.10.35	Adverse landscape impacts and the benefits, including need.
5.10.36	Temporary impacts.
5.10.37	Design and impact on the landscape.
5.10.38	Requirements to incorporate design details.

NPS EN-3

2.10.43	Visual impact: users of existing Public Rights of Way.
2.10.47	Visual impact: security measures including light pollution and CCTV.
2.10.48	Landscape and visual impact: security measures.
2.10.98	Landscape and visual impact: good design.
2.10.99	Landscape and visual impact: security and fencing.
2.10.100	Vegetation, hedges and mature trees on site boundaries.

2.10.131	Screening with native hedges, trees and woodlands.
2.10.132	Security fencing, use of existing features.

NPS EN-5

2.2.9 - 2.2.10	Topography, screening and mitigation and preserving natural beauty of the countryside.
2.4.1 - 2.4.4	Consideration of good design.
2.9.7 - 2.9.12	Landscape and visual impact.
2.10.5 - 2.10.8	Landscape and visual mitigation.
2.11.2 - 2.11.6	Landscape and visual considerations in decision making.

3.8.4. We have also had regard to the following local impact reports (LIR) to the extent that they are relevant to this topic:

- Milton Keynes City Council LIR [REP1-169]: Plan:Mk 2016 - 2031 Policy DS5, Policy NE4, Policy NE5, Policy D1, Policy D2 and Policy SC3, Milton Keynes Review of Local Landscape Designations (2024) and Milton Keynes Landscape Character Assessment (2022), and Lavendon Neighbourhood Plan 2019 to 2031 Policy E3.
- North Northamptonshire Council LIR [REP1-171]: North Northamptonshire Joint Core Strategy Policy 3, Policy 8, Policy 19 and Policy 26, and Earls Barton Neighbourhood Plan Policy EB.D1.
- West Northamptonshire Council LIR [REP1-175]: West Northamptonshire Joint Core Strategy Local Plan (Part 1) (2014) Policy BN5, Policy S10, Policy BN1; and Settlements and Countryside Local Plan (Part 2) for Daventry District 2011 - 2029 Policy ENV4.

3.8.5. We have also had regard to the policy contained in chapters 12 and 15 of the National Planning Policy Framework (NPPF) (2024) as a potentially important and relevant consideration.

THE APPLICATION

3.8.6. The applicant's landscape and visual impact assessment (LVIA) [APP-045] forms part of the submitted Environmental Statement (ES) and the LVIA is supplemented by the following documents:

- Appendix 8.1: LVIA Methodology Parts 1 and 2 [REP6-017] and [REP6-019]
- Appendix 8.2: Scoping LVIA Receptor Sheets [REP1-039]
- Appendix 8.3: ES LVIA assessment sheets [REP1-041]
- Appendix 8.4: Landscape Character Area Descriptions [APP-082]
- Appendix 8.5: Landscape Consultation [APP-083]

- Figures 4.10 to 4.20: Landscape and Ecology Mitigation Plans [REP6-021], [REP6-023], [APP-209], [REP3-046], [APP-211], [REP6-025], [REP6-027], [APP-214], [APP-215], [REP3-052], [REP1-113], [REP3-054], [REP6-029] and [REP6-071]
- Figure 8.1: Scheme Location and Study Area [APP-245] and [APP-246] to [APP-250] inclusive
- Figure 8.2: Aerial Photography [APP-251]
- Figure 8.3: Landform [APP-252] and Figures 8.3.1 [APP-253] to 8.3.5 [APP-257] inclusive
- Figure 8.5: Landscape Character Areas [APP-259]
- Figure 8.6: Landscape Receptors [APP-260] and 8.6.1 [APP-261] to 8.6.5 [APP-265] inclusive
- Figure 8.7: Visual Receptors [APP-266] and 8.7.1 [APP-267] to 8.7.5 [APP-271] inclusive
- Figure 8.8: Bare Earth Zone of Theoretical Visibility (ZTV)
- Figure 8.9: Augmented ZTV of Full Scheme [APP-272] and 8.8.1 [APP-273] to 8.8.16 [APP-288] inclusive
- Figure 8.10: Viewpoint Locations [REP5-041] and 8.10.1 [APP-309] to 8.10.3 [APP-311] inclusive, 8.10.4 [REP5-043], 8.10.5 [REP5-045]
- Figure 8.11: Private Receptors [APP-314] and 8.11.1 [APP-315] to 8.11.5 [APP-319] inclusive
- Figure 8.12: Transport Receptors [APP-320] and 8.12.1 [APP-321] to 8.12.7 [APP-327] inclusive
- Figure 8.13: PRoW Receptors [APP-328] and 8.13.1 [APP-329] to 8.13.5 [APP-333] inclusive
- Figure 8.14.1 Viewpoint 1 Photography [APP-334] to Figure 8.14.NN13 Viewpoint NN13 Photography and Photomontages [APP-400] inclusive
- Outline Landscape and Ecological Management Plan (Revision E) [REP6-047]
- Viewpoint Photography and Photomontages Green Hill G [CR2-019], [CR2-020], [REP5-094] and [REP5-095]
- Additional Viewpoint Photography and Photomontages VP51 [REP6-073]

3.8.7. ES Chapter 4: Scheme Description B [REP6-011] and ES Chapter 5: Alternatives and Design Evolution [APP-042] set out the applicant's design process and design evolution and are supported by the following technical appendices and figures:

- Planning Statement (Revision C) [REP6-037]
- Design Approach Document [APP-560]
- Concept Design Parameters and Principles (Revision C) [REP6-039]
- Outline Landscape and Ecological Management Plan (oLEMP) [REP6-047]
- Illustrative layouts [APP-193 - APP-195 inclusive], [REP1-107]. [APP-197 - APP-200] inclusive, [REP1-109], [APP-202 - APP-206] inclusive

3.8.8. The potential effects are considered for the construction, operation and decommissioning stages on the landscape character of the sites and the surrounding areas and on views from various receptors and the LVIA process

comprised of three stages: baseline appraisal, production of visualisations and assessment of effects, including cumulative and in-combination effects.

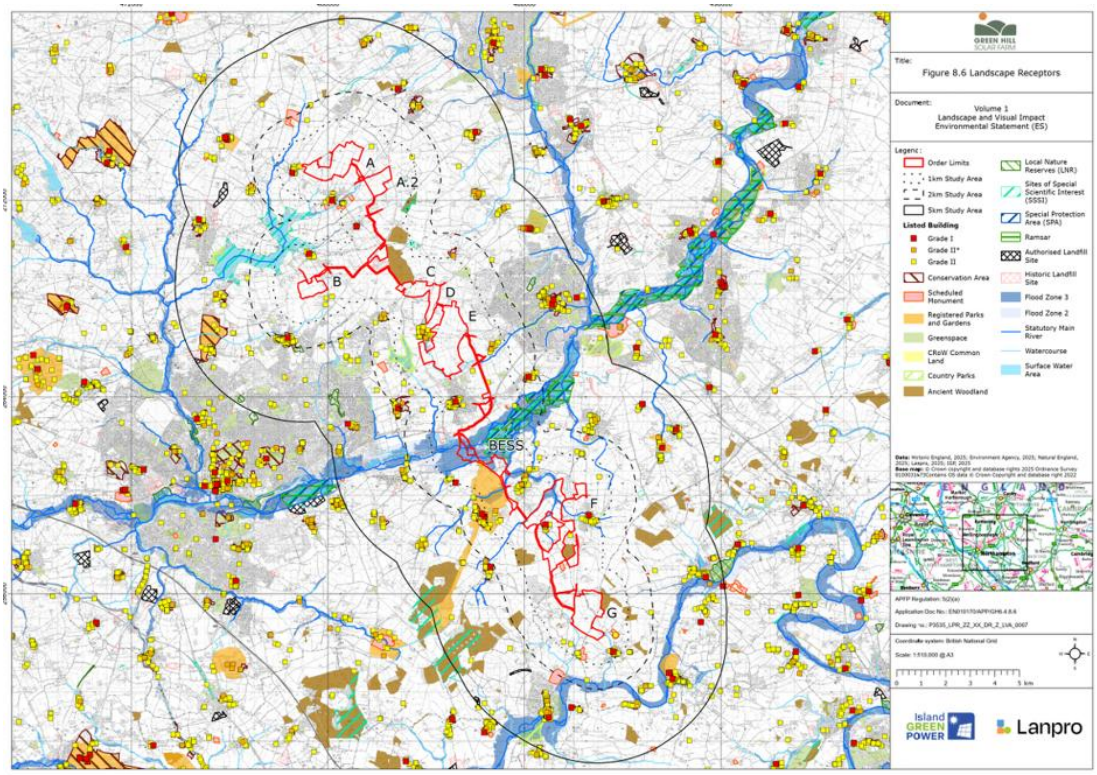
BASELINE

3.8.9. The LVIA [APP-045] sets out the extent of the study area for landscape and visual effects including the area of each site, cable route corridor and the wider landscape which the proposed development may influence. This is derived from a combination of desktop studies to assess the landscape and visual baseline, detailed fieldwork and site investigation and a Zone of Theoretical Visibility (ZTV) analysis. Section 8.6 of the LVIA summarises the baseline conditions across and around the Order Limits. The full methodology for the identification of the existing baseline conditions is detailed in Appendix 8.1: LVIA methodology [REP6-017] and [REP6-019].

3.8.10. The identified baseline highlights that the sites are separated by varying distances therefore each land parcel is considered to vary in terms of interconnecting relationships, but the 9 sites primarily comprise agricultural land with low hedgerows, treed hedgerows, scattered woodland and woodland blocks. The LVIA considers that the undulating topography often provides enclosure and therefore, along with the existing vegetation, the sites are relatively well contained. The applicant points out that views are available across the landscape immediately surrounding each site however the landform and vegetation mean that these are likely to be limited to localised short distance views.

3.8.11. The applicant's landscape baseline refers to existing national, regional and local landscape character areas (LCAs). These are listed in paragraphs 8.6.18, 8.6.21, 8.6.22 and 8.6.27 of the LVIA. The sites are located within four National Character Areas, comprising NCA Profile 95: Northampton Uplands (NE565), NCA Profile 89: Northamptonshire Vales (NE527), NCA Profile 91: Yardley-Whittewood Ridge (NE501) and NCA Profile 88: Bedfordshire and Cambridgeshire Claylands (NE555). Figure 8.6 of the ES shows the Landscape Receptors surrounding the sites [APP-260] (shown below) with these broken down into receptors for each individual site in [APP-261] to [APP-265] inclusive. The landscape baseline for each site is detailed in paragraphs 8.6.34 through to 8.6.271 of the LVIA.

Figure 3.8.1: Landscape receptors



Source: Environmental Statement Figure 8.6 [APP-260]

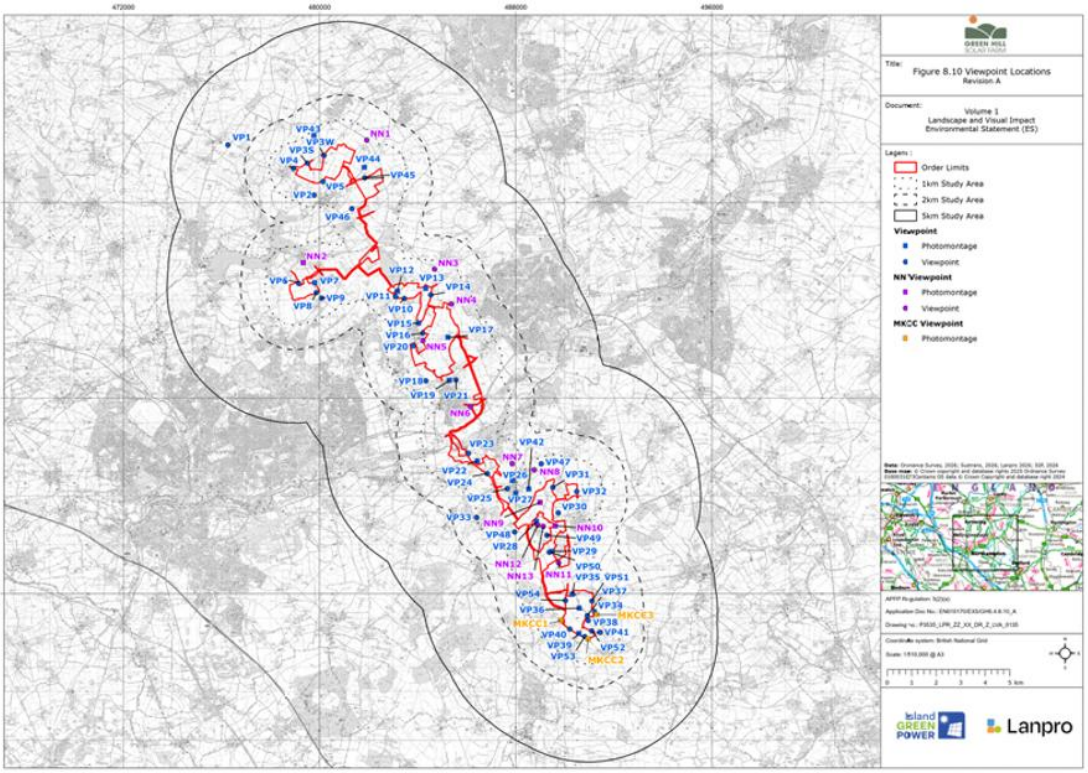
METHODOLOGY

3.8.12. The LVIA [APP-045] details the applicant's approach to the methodology for the LVIA. Appendix 8.1: LVIA Methodology Parts 1 and 2 [REP6-017] and [REP6-019] detail the methodology in full and it comprises of three broad stages: baseline appraisal, production of visualisations and assessment of effects. Assessments include desk studies, fieldwork, the sensitivity of landscape and visual receptors, the magnitude of impact of the scheme during construction, operation at years 1 and 15 and decommissioning, significance of the effect to the landscape and visual receptors for the four stages of the scheme and decommissioning, mitigation proposals and cumulative effects of the scheme.

3.8.13. The assessments have used a 0.5km study area for the Cable Route Corridor, a 1km local study area, a wider 2km study area and a 5km outer study area. The assessment scenarios are: Existing baseline 2025; Construction: 2027 - 2029; Operation: 2029; Decommissioning: 2089 and 15 years post operation: 2044.

3.8.14. The applicant identified an initial 64 viewpoints and photography and photomontages have been provided and the details of the viewpoint locations shown at [REP5-041].

Figure 3.8.2: Viewpoint locations



Source: Environmental Statement Figure 8.10 [REP5-041]

3.8.15. Table 8.5 of the LVIA lists the viewpoints and table 8.6 lists the photomontage locations. Visual receptors have been identified at figure 8.7 [APP-266] to [APP-271] inclusive. The photomontages have been produced showing Year 1 winter to represent the worst-case scenario and Year 15 summer to show the proposed screening effects. Five of the viewpoints (VP9, VP18, VP31, VPNN1 and VPNN13) have also been used to provide Year 60 photomontages to show the potential legacy landscape. Following discussions between the applicant and Local Planning Authorities (LPAs) additional viewpoints were agreed and submitted at DL6 [REP6-073].

3.8.16. Zone of Theoretical Visibility figures, detailed in paragraph 1.3.1, have been produced to inform the viewpoint selection process and assess the potential influence of the proposed development in the wider landscape. The ZTV figures identify where it may theoretically be possible to view all or part of the scheme and have been produced as both bare earth and augmented figures. The bare earth figures show a worst-case scenario.

MITIGATION

3.8.17. Mitigation measures have been categorised as embedded mitigation, developed through the iterative design process, standard construction and operational management practices, and additional mitigation, designed to address residual adverse effects. The proposed mitigation for landscape and visual impacts is presented in figures 4.10 to 4.20 Landscape and Ecological Mitigation Plans listed at the start of this section.

3.8.18. The proposed development would include embedded mitigation measures. These would take the form of landscape mitigation proposals and would result in around 14.4ha of green corridor and woodland planting, 12.85ha of enhanced riparian native planting, 35.24km of hedgerow reinforcement and reinforced roadside vegetation, 15.5km of proposed new hedgerows and around 1,130.58ha of ground cover.

3.8.19. Embedded mitigation measures have been taken into account for the construction, operation at Years 1 and 15 and decommissioning stages of the proposed development. Table 8.7 of the LVIA sets out the Embedded Mitigation Landscape Design Parameters. These measures would be secured by requirements 3, 7 and 21 and schedule 13 part 1 of the dDCO [REP7-005]. The oLEMP was updated a number of times during the examination with the latest version being submitted at [REP6-047]. The applicant considers that this would give rise to long-term wider benefits both in legacy landscape and ecological and biodiversity terms.

LANDSCAPE IMPACTS

3.8.20. For the purposes of the submitted LVIA [APP-045], landscape effects relate to both direct physical effects of the scheme and effects on wider landscape character, including perceptual effects at the construction, operation and decommissioning stages of the proposed development. Appendix 8.3 LVIA Assessment Sheets [REP1-041] fully detail the Landscape Assessment.

3.8.21. The applicant states that due to the disassociated nature of the scheme the overall assessment has been carried out based upon the findings associated with each individual site. The overall conclusions are reached by combining the cumulative effects of each site and the cable corridor. Summary tables within Appendix 8.3 ES LVIA Assessment Sheets set out the full findings including where significant effects occur. Table 8.13 of the LVIA sets out the significant landscape effects in EIA terms, comprising Landscape Fabric which they conclude would have a Moderate/ Minor Neutral effect during construction onward, changing to a moderate beneficial (significant) effect at Year 15 and beyond as a result of the proposed embedded mitigation, removal of all infrastructure other than the buried cabling and the legacy landscape.

3.8.22. In terms of the Local Study Area (1km), table 8.13 shows a moderate adverse effect at construction and Year 1, reducing to moderate/minor Adverse at Year 15 and Minor Adverse at decommissioning. The applicant acknowledges that there would be an immediate change to the character of the sites and their immediate surroundings and the associated structures would be apparent within the local landscape, including above existing vegetation. The applicant considers however that, due to the separation and screening, this would not affect the integrity of the landscape character of the wider area and would be localised and limited to the sites themselves and their immediate settings.

3.8.23. The LVIA finds that by Year 15 the embedded landscape mitigation would strengthen and reinforce the landscape character of the local study area, with screening and containment achieved by the maturing vegetation.

VISUAL IMPACTS

3.8.24. The LVIA [APP-045] considers the visual impacts of each site taking into account a number of receptors comprising settlements including private residential properties, the road networks and users of PRoWs. Visual effects relate to the effect on views and visual amenity experienced by these receptors.

3.8.25. Appendix 8.3 LVIA Assessment Sheets [REP1-041] fully detail the Visual Assessment and figure 8.7 shows the visual receptors [APP-266] to [APP-271] inclusive. Tables 8.14 to 8.16 of the LVIA set out the significant visual effects identified in relation to private receptors, transport receptors and public receptors with 3 public receptors remaining at moderate adverse or major/moderate adverse effects at Year 15 and decommissioning.

CUMULATIVE IMPACTS

3.8.26. The applicant's LVIA includes a cumulative assessment of landscape and visual effects of the scheme in combination with other local renewable developments to consider additional effects that may result. Table 8.21 identifies the cumulative development considered, which is the Grendon Lakes BESS, the only other renewable energy project located within the identified study areas.

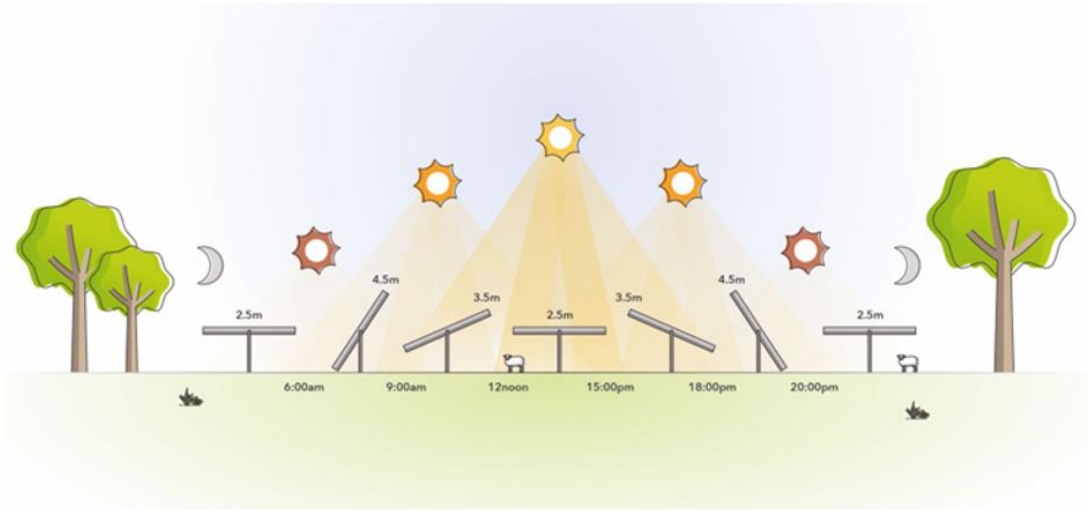
3.8.27. The assessment finds that the cumulative landscape effects of the proposed development and the Grendon Lakes BESS site would not result in an overall increase of the Significance of Effects in landscape terms. In relation to visual effects, it is noted that there would be opportunity for intervisibility for users of PRoW NN/TF/3 which would lead to a greater visual change than if the schemes were viewed in isolation. The proposed mitigation planting around Green Hill BESS and substations would reduce the visual change and would reduce the cumulative impact to Moderate at Year 15 of Operation. Cumulative Site Visual Effects are detailed in table 8.17 and Sequential Visual Effects at table 8.18.

3.8.28. Cumulative effects are also considered in ES Chapter 25: Cumulative Effects and Effect Interactions [APP-062] and figure 25.1 Cumulative Assessment Sites Plan [APP-542].

DESIGN

3.8.29. In order to retain flexibility both tracker and fixed solar panels have been considered within the ES to allow for future changes and progress in technology. Tracking panels would be aligned in north - south rows and fixed panels would be aligned in rows east - west. It is proposed that regardless of whether they are tracker or fixed the panels would be bifacial as these can absorb sunlight from either side and therefore achieve a greater peak electrical output than monofacial panels.

Figure 3.8.3: Illustration of tracking panels throughout the day



Source: Environmental Statement Chapter 4 Plate 4.3 [REP6-011]

3.8.30. In terms of the panel positioning within each site, illustrative layouts have been provided [APP-193 - APP-195] inclusive, [REP1-107], [APP-197 - APP-200] inclusive, [REP1-109] and [APP-202 - APP-206] inclusive, and these have been guided by various environmental constraints and assets as well as landowner input. The illustrative layouts allow for offsets from existing features including trees and hedgerows, residential dwellings, ditches, watercourses and public rights of way amongst other things. The final arrangements of the solar panels within each site would be finalised post consent and schedule 2 of the dDCO [REP7-005] includes requirements 5, 7 and 10 to ensure that final detailed designs are submitted and approved prior to the construction of the proposed development.

3.8.31. The proposed substations would comprise either 400kV, 132kV or 33kV substations depending on the anticipated peak output of the arrays. The design of these is largely determined by the electrical design requirements.

3.8.32. The BESS design would involve container-type units to house the batteries, with additional AC/DC inverters, heating, ventilation and cooling systems. The final design of these would also be dependent on the current industry standards at the time of construction, the functionality and electricity requirements and to account for rapidly evolving technology and industry improvements. This would be secured by requirement 5 of the dDCO in accordance with the concept design parameters and principles. The design of the BESS would also be informed by the safety requirements including fire suppression measures and monitoring and control systems. The preferred location for the BESS is at Green Hill BESS (Fig 4.9) however, the proposed development allows for the BESS to also be located at Green Hill C and this is shown on figure 4.4 [REP6-011].

Figure 3.8.4: Typical BESS unit



Source: Environmental Statement Chapter 4 Plate 4.8 [REP6-011]

3.8.33. The proposed cable corridor would stretch approximately 31km from Green Hill A through to Green Hill G and would have a width of approximately 50m. All cables would be buried. The cable corridor is larger than would be required for the actual final working areas as this would allow flexibility in the final cable siting to account for unexpected issues. At this stage, the design would also allow for varied widths within the 50m worst case scenario around sensitive areas or to allow the provision of temporary construction compounds, or to allow for certain types of construction practices, such as Horizontal Directional Drilling (HDD).

3.8.34. Table 4.1 of ES Chapter 4: Scheme Description [REP6-011] sets out a summary of the design parameters for the two types of panels, the conversion units and inverters, the fencing and security measures, the different types of substations, the BESS and the cable infrastructure.

3.8.35. The applicant has carried out the assessment of the impacts of the proposed development on the maximum design parameters, otherwise known as the reasonable 'worst-case scenario' principle. By utilising this 'Rochdale Envelope' approach, flexibility is retained in order to allow the latest up to date technology to be installed between any consent and the commencement of construction activities, given the overall length of time the project would be programmed for. Chapter 2: EIA Processes and Methodology [APP-039] details the principles and justification for this approach in full.

3.8.36. Design mitigation would take the form of ensuring ancillary structures were as sympathetic to local character and setting as possible including screening, offset distances, different types of fencing and careful consideration of the colour palettes for structures. Areas of landscaping would be utilised throughout the proposed development involving the planting of native grassland mix and hedgerows under and around the areas of panels, creation of new woodland blocks and belts, new tree planting and the reinforcement of existing boundary hedgerows.

3.8.37. Mitigation landscaping details are covered in the oLEMP [REP6-047] and a final version of this document would be submitted for further approval post-consent and secured under requirement 7 of the dDCO [REP7-005].

Alternatives

3.8.38. As part of the design evolution of the scheme, the applicant considered alternative scenarios including alternative sites, technologies, designs and layouts and cable route corridors. These are detailed in section 5.5 of ES Chapter 5 [APP-042]. The final location of the scheme has followed a step-by-step process which is set out in Appendix 5.1: Site Selection Assessment [REP1-037]. The applicant explained in ISH1 [EV2-002] and [EV2-003] that the intention of a dispersed solar scheme was considered to be a more favourable approach compared to one large site as it would allow for utilisation of the existing landscape fabric and framework within and between the sites [REP1-162].

ISSUES CONSIDERED DURING THE EXAMINATION

3.8.39. The main landscape and visual issues considered during the Examination were:

- Emerging Policy and SLA
- The methodology for the LVIA;
- The visualisations and assessments;
- The project lifespan;
- Mitigation;
- Design considerations and alternatives;
- Change request 2 - Field AF29

3.8.40. The LIRs from MKCC [REP1-169], NNC [REP1-171] and WNC [REP1-175] raised concerns about the landscape and visual impact of the proposed development. Stop Green Hill Solar, including in but not limited to [REP1-193], [REP1-194] and [REP1-195], CPRE including in but not limited to [REP1-246], parish councils, including in but not limited to [REP1-184] and [REP1-186] and Interested Parties (IPs) raised significant concerns relating to the visual, landscape and design impacts that would arise from the proposed development. Accordingly, landscape and visual impact was a significant area of discussion during the examination and the ExA asked a series of questions at ExQ1 [PD-007], ExQ2 [PD-011] and ExQ3 [PD-017]. During the hearings landscape and visual matters were discussed during ISH1 [EV2-002] to [EV2-009] inclusive, ISH2 [EV4-002] to [EV4-007] inclusive, ISH5 [EV12-002] to [EV12-006] inclusive as well as during the OFHs [EV8-002], [EV8-003], [EV9-002] to [EV9-005] and [EV10-002] and [EV10-003].

Emerging Policy and Special Landscape Area (SLA)

3.8.41. During the examination Milton Keynes City Council (MKCC) raised concerns over the inclusion of fields GF9 and GF13 in the scheme. This is due to the emerging Milton Keynes City Plan 2050 and proposed policies GS7 (Wind and solar development spatial strategy) and CEA12 (Conserving and

enhancing landscape character/Special Landscape Areas (SLA)). The Council raised concerns in relation to these particular sites as they could potentially fall within the SLA arising from the Emerging City Plan.

3.8.42. The applicant has responded to those concerns including in [REP6-061] and advised that they have made submissions into the plan examination in respect of this matter during the Regulation 19 consultation. The applicant considers that Green Hill G should not be included in the proposed extension of the SLA as it does not contribute to the purposes of the SLA and is proposed to be designated as a preferred area for solar and wind development under Emerging policy GS7. The applicant also notes that ES Chapter 8 [APP-045] was carried out at a time when the Emerging Plan was at Regulation 18 stage and therefore was afforded minimal weight to the Emerging policies.

Methodology

3.8.43. Throughout the examination, Stop Green Hill Solar raised concerns over the interpretation and application of the methodology used to inform the LVIA, including in [REP1-195] and [REP3-101]. This issue was discussed at the hearings referenced in paragraph 3.8.40 of this section and the applicant has responded to the SGHS concerns. At the close of examination, SGHS's position was that in several cases levels of visual effects would be higher than assumed in the LVIA, levels of effects on the landscape closest to the sites would also be higher. They disagreed that at Year 15 and beyond the indirect adverse effects would reduce and would remain significant adverse until the end of the project and disagreed that there would be significant beneficial effects on the landscape fabric or result in long term legacy landscape benefits, with an ongoing dispute over the assessment of 'fabric' [REP7-051].

3.8.44. In addition, CPRE in their submission [REP7-046] reiterated their concerns over the quality of the application, including the methodologies used resulting in lower assessments of harm than other applications.

3.8.45. The applicant, in their [REP7-028] response referred to their LVIA methodology [REP6-017] and their approach to LVIA being carried out in alignment with the principles of GLVIA3 and that there is a degree of professional judgement in relation to the approach to the methodologies allowed under GLVIA3. They also fully acknowledge that the character of the sites and surrounding areas would be Significantly Adversely affected and the adverse effects would remain throughout the decommissioning phase, although reduced and no longer significant as a result of the maturing of the mitigation planting. However, the applicant considers that important landscape features, such as hedgerows, trees and watercourses would remain and would continue to contribute to the landscape character.

3.8.46. The applicant has applied the 'Rochdale Envelope' approach in relation to the full details of the scheme including the dimensions of structures in order to retain flexibility to accommodate the progression of panel technology amongst other things in advance of any construction of the proposed

development. As such the LVIA has been carried out with worst-case scenarios in terms of the visual and landscape impacts of the panels.

3.8.47. The Statements of Common Ground [REP7-030], [REP7-032] and [REP7-034] confirm that the LPAs are in agreement that the assessment methodology within the ES, including chapter 8 and associated documents, and the application of professional judgements by specialists are acceptable, appropriate and robust and in terms of the LVIA methodology specifically, they agree that the methodology is appropriate and sufficient to inform the assessment and is acceptable.

Visualisations and Assessments

3.8.48. There remains an area of disagreement between the applicant and NNC and WNC in relation to the landscape effects for site E near Mears Ashby and Site F near Easton Maudit. The Councils consider that the effects at Year 1 and Year 15 are understated and that there would be a moderate-major adverse effect at Year 1 and a moderate-adverse effect at Year 15 on the Local Study Area. The applicant, however, finds that there would be moderate adverse effects at construction and Year 1 which would reduce to moderate/minor at Year 15 as a result of the mitigation [REP7-030] and [REP7-032].

3.8.49. CPRE have also raised concerns that visualisation and photomontages should be provided from Lamport Hall [REP2-069] and [REP4-043] from the hall or first floor function rooms to properly represent the impact on receptors at this location. They also note that the viewpoint selection was agreed with the LPAs before the layouts of panels were disclosed which compromised their value [REP7-046]. The applicant has responded to these points and stated that viewpoint locations were identified through desktop studies and fieldwork and are considered to be representative of different receptors. They state that the viewpoint selection followed good practice guidance, including paragraphs 6.18 to 6.20 of GLVIA3 and have been taken from publicly accessible locations in both summer and winter months. Furthermore, the applicant confirmed that the Grade I Listed Lamport Hall was scoped out of the Heritage Assessment [APP-110] to [APP120] as the asset does not have any visual or historic relationship with the scheme.

3.8.50. In terms of the cumulative visual effects of the proposed development, NNC considers that the combined presence of multiple sites across the landscape is likely to give rise to a significant adverse cumulative effect on the local study area at Years 1 and 15. CPRE have also raised concerns in relation to this in their submissions [REP5-118].

3.8.51. The applicant considers that the spatial nature of the proposed development would help to reduce the cumulative impact in landscape and visual terms as the areas of panels would be dispersed and not viewed in its entirety with large areas of land between the sites, set apart by robust hedgerow, woodland, intervening settlements and road infrastructure which would aid integration and dispersion across the landscape. In addition, the areas of land would be placed so far apart that the scheme would not be perceived in

its entirety and that following the establishment of the mitigation proposals the effects on the landscape character would reduce to moderate [REP1-162].

Project Lifespan

3.8.52. The proposed operational lifespan of the development would be up to 60 years. Throughout the examination, referenced in paragraph 3.8.39, NNC, WNC, MKCC and IPs have raised concerns to this proposed period, stating that the lifespan should be 40 years. It was also highlighted by NNC that in paragraph 2.10.141 of NPS EN-3 reference to 40 years is mentioned [REP1-172]. NNC raised concerns that for a 60-year scheme, the landscape effects of the proposed development would persist for around 45 years beyond Year 15 whereas the 40-year lifespan would see this reduced to around 25 years.

3.8.53. The applicant responded to these concerns in a number of their submissions including [REP1-161], [REP1-162] and [REP2-048] and stated in their submissions [REP7-025] that a 60 year operational period is not uncommon and have provided examples of other consented solar DCO projects which have a 60-year timescale, including Mallard Pass Solar Farm, Cottam Solar Project, West Burton Solar Projects, Gate Burton Energy Park and Tillbridge Solar Project. Furthermore, the LVIA [APP-045] and related assessments in the ES have been carried out with this timeframe in mind and have not identified any environmental impacts that would warrant the shorter 40-year timeframe.

3.8.54. The LPAs have made a number of submissions in relation to the other examples with the view that these are not comparable, for example because the Mallard Pass DCO did not seek a time limit consent and therefore that ES was prepared on that basis and there was consideration of the differences between 40 and 60 year consents [EV2-002] and [EV3-003]. The applicant has responded to this with the view that there is no justification for why a 40-year consent would be more appropriate and highlighted the differences between this scheme and those referred to [REP1-162].

Mitigation and Residual Effects

3.8.55. Throughout the examination, matters relating to the viewpoints and visualisations, the methodology for the LVIA [APP-045] and the overall conclusions of the LVIA were discussed and at the close of the examination the main areas of disagreement between the applicant and LPAs were detailed in the final Statements of Common Ground [REP7-030], [REP7-032] and [REP7-034]. The latest position for Stop Green Hill Solar (SGHS) in terms of the mitigation is that the impact on the character of the landscape would be permanent, and the proposed mitigation planting would not obscure the solar panels but would ruin the landscape and church spire views across much of the affected countryside [REP7-051].

3.8.56. The landscape mitigation proposes green corridor and woodland planting, enhanced riparian native planting, hedgerow reinforcement and reinforced roadside vegetation, proposed new hedgerows and other ground cover. The

oLEMP [REP6-047] and Landscape and Ecological Mitigation Plans listed at the start of this section have been submitted to secure the landscape proposals, both in ecological terms and landscape terms.

3.8.57. There remains disagreement between the applicant and NNC and WNC in relation to the Embedded Design Mitigation insofar as the contribution of the mitigation planting following decommissioning to the landscape would give rise to long term wider benefits [REP7-030] and [REP7-032]. The Councils consider that whilst the additional planting would improve the landscape structure, the proposed development would result in fundamental and long-lasting alterations and despite the planting and habitat enhancements would still result in a substantial landscape character transition which would not be offset.

3.8.58. The applicant considers that following decommissioning, the sites would benefit from the significantly enhanced tree and hedgerow planting which would have matured to create a much stronger and more robust landscape. They therefore consider that the landscape would be left in a better condition than the current day and would form a legacy landscape [REP4-18].

Design Considerations and Alternatives

3.8.59. Discussions over the implications of the different types of panels were raised by the ExA and discussed in ISH1 [EV2-002] and [EV2-003] and questions Q3.01 to Q3.05 of ExQ1 [PD-007]. The applicant set out that the scheme includes maximum design parameters for both types of panel, fixed and tracker, with the tracker panels being a maximum height of 4.5m at full tilt and the fixed panels being a maximum height of 3.5m. The benefits of the different options for configuration and orientation of panels are detailed in section 7.5 of [APP-556].

3.8.60. In terms of the associated structures including fencing, the applicant clarified that the details of the colour, appearance and siting would be carried out in order to assimilate the structures as far as reasonably possible within the landscape. Plates 4.5, 4.10, 4.11, 4.13 and 4.14 of ES Chapter 4 [REP6-011] show the typical types of structure and fencing that may be used in the development. The applicant also referred to requirement 10 of the dDCO [REP7-005] which ensures that there is a control mechanism for both temporary and permanent construction fencing.

3.8.61. The ExA also questioned the applicant on the use of concrete feet to secure panels that could not be fixed into the ground for reasons such as the need for archaeological protection or where there are areas of high-risk unexploded ordnance, as shown in the following image.

Figure 3.8.5: Panels on concrete feet



Source: Environmental Statement Chapter 4 Plate 4.4 [REP6-011]

3.8.62. The applicant explained that solar technology is constantly evolving and there may be alternative options for installation in sensitive areas and therefore the applicant would take into account the available options at the time of construction [REP1-163].

3.8.63. During ExQ1 (Q3.0.3) [PD-007] the ExA asked the applicant if it was intending to have an independent design review carried out post consent as referenced in paragraph 4.7.8 of NPS EN-1. The applicant, in response, outlined that good design has been embedded into the proposed development from the outset and has remained at the core of the process throughout. The applicant did not consider that there is a need for independent scrutiny of the final design and was content that requirement 5 of schedule 2 of the dDCO [REP7-005] is sufficient to ensure that suitable control and scrutiny would be undertaken by the LPAs without the need for an independent design review.

3.8.64. In the final Statements of Common Ground with NNC [REP7-030] and WNC [REP7-032] matters relating to the methodology, the outline design parameters and the design process incorporating technical, functional and safety-led design requirements are agreed to be appropriate and acceptable.

3.8.65. Many of the submitted Relevant Representations and Written Representations suggested that a better alternative would be to utilise the roof space of many of the industrial buildings or car parks and brownfield land in and around Northampton rather than use areas of agricultural and open rural land, for example [RR-0380] and [REP1-233].

3.8.66. The applicant responded to this in their Responses to Relevant Representations November 2025 [REP1-161] and also considered this matter in [APP-042] explaining that a very large number of commercial rooftops would be required to deliver the scale of solar farm required and

there would be legal and land ownership complexities in combining a large number of sites that would be prohibitive. The applicant outlines that therefore roof top solar is not considered to be an alternative to the scheme and should be deployed in addition to large scale solar farms rather than instead of them. In terms of the use of brownfield sites, [APP-042] details that there was no brownfield land that met the minimum individual site threshold nor the overall hectares required within the search radius of the existing Grendon Substation.

3.8.67. The applicant asserts that these documents show that the scheme accords with the designated energy NPSs and other policy and guidance in relation to good design.

Change Request 2 - Field AF29

3.8.68. The ExA's schedule [PD-015] of proposed changes to the dDCO asked the applicant to consider the removal of proposed photovoltaic (PV) panels from Field AF29 within Site A, in order to retain a more rural character to users of Newland Road Quiet Lane, and so that the start of the permissive path along the green lane would be more attractive and welcoming to users.

3.8.69. Change 4 of the applicant's Change Application 2 [CR2-024] in response sought to replace the proposed PV panels on Field AF29 [REP6-021] with arable land, to remove proposed tree planting within the boundaries of AF29, and to manage hedgerow within these boundaries at its current height of approximately 1.5m, or as existing if greater [REP6-047].

3.8.70. Within [CR2-024] the applicant noted that Change 4 sought to maintain the existing openness that exists along the adjacent section of Newland Road and the permissive path. In addition, the removal of these panels would result in greater separation distances between the array and the adjacent settlement of Walgrave. The applicant also points out that the removal of the panels from AF29 would provide greater separation between the infrastructure and the nearby Acorn Centre.

EXA'S CONCLUSIONS

Emerging Policies and SLA

3.8.71. The ExA is satisfied that chapter 8 of the ES, the supporting figures and appendices and the additional information provided throughout the examination, is in sufficient detail to inform the baseline, to underpin the LVIA process and to identify the likely significant effects of the proposed development.

3.8.72. In relation to the inclusion of Green Hill G, fields GF9 and GF13, and the emerging Milton Keynes City Plan the ExA notes that the applicant has made submissions into the Local Plan process in relation to these pieces of land. At the close of the Examination, the local plan process was underway, reaching Regulation 19 stage, and the ExA notes the Council's concerns in relation to these sites. The emerging plan could be subject to change when it is submitted for examination or as part of the examination itself. So the ExA

affords it little weight. The Council has not produced sufficient evidence to demonstrate that the proposed development would prejudice the emerging local plan or that the sites in question are critical to the plan's delivery. The SoS may wish to seek an update on the stage of the emerging plan.

Methodology

3.8.73. The ExA has considered the applicant's submitted LVIA and Methodology documents which set out the methodology followed to make an informed assessment of the potential impact on the landscape and visual attributes of the sites and their surroundings. The ExA notes that the approach to preparing the LVIA has followed the guidance contained within GLVIA3 and accept that this is guidance and allows for a degree of professional judgement to be undertaken when applying it.

3.8.74. The ExA has also had regard to the broad agreement between the applicant and LPAs on the overall methodology and approach taken to prepare the LVIA. The ExA is therefore content with the methodology used.

Visualisations and Assessments

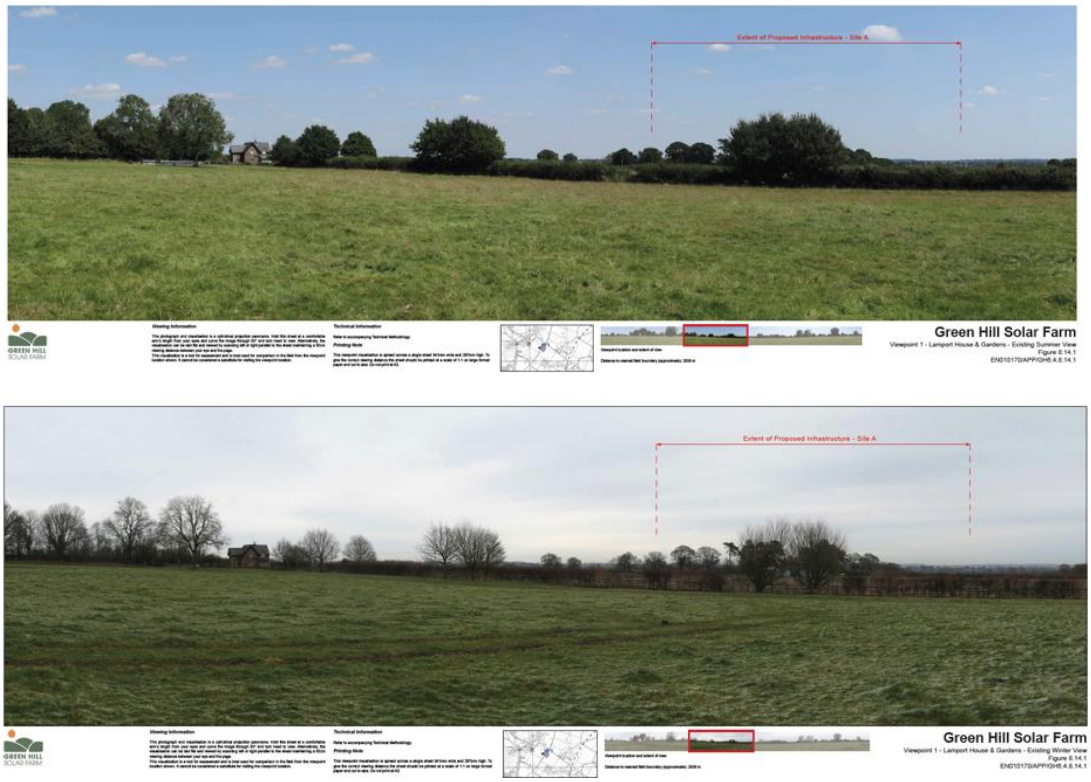
3.8.75. The ExA has considered the extent of visualisations and photomontages that have been provided, as well as those which were provided during the examination, listed at the start of this section. It is considered that the visualisations and photomontages are sufficiently representative of the key visual and landscape receptors.

3.8.76. In relation to the landscape effects of Sites E and F, which remains in disagreement between the applicant and NNC, the ExA has considered the differences between the applicant's and LPA's assessments of the landscape effects. Whilst the LPA considers that the harms are understated, nevertheless all parties find that adverse effects to varying degrees would result. The ExA has also taken into consideration the proposed embedded mitigation and the visualisations and photomontages around sites E and F, and find that as the vegetation matures it would provide screening and a degree of containment of the site. It is accepted by the ExA that, although the mitigation would reduce the overall landscape impacts, it would still be possible to experience the proposed development from around these sites and the change in landscape character would be perceptible. However, the ExA considers that the applicant's assessment of the level of adverse landscape character effects in these areas is reasonable and evidenced.

3.8.77. The ExA note the reasons that CPRE raised the request that visualisations were provided from Lamport Hall and have had regard to the applicant's responses. The location of Lamport Hall in relation to the nearest site, Site A, can be seen in figure 8.7.1: Visual Receptors Green Hill A & A.2 [APP-267] and figure 8.10.1 Viewpoint Locations Green Hill A & A.2 [APP-309]. Viewpoint 1 Lamport House and Gardens [APP-334], shown below, is the closest one to Lamport Hall and the ExA considers that the visualisations provided in proximity to this receptor are reasonable and allow for a suitable assessment of the impact of the proposed development on the landscape and visual receptors in this area. Furthermore, the ExA considers that as

Lamport Hall was scoped out of the Heritage assessments, this gives comfort that the asset is located at a suitable distance from the proposed development to not require a specific viewpoint and visualisation from this property.

Figure 3.8.6: Viewpoint 1 Lamport House and Gardens - summer and winter views



Source: Environmental Statement Viewpoint 1 [APP-334]

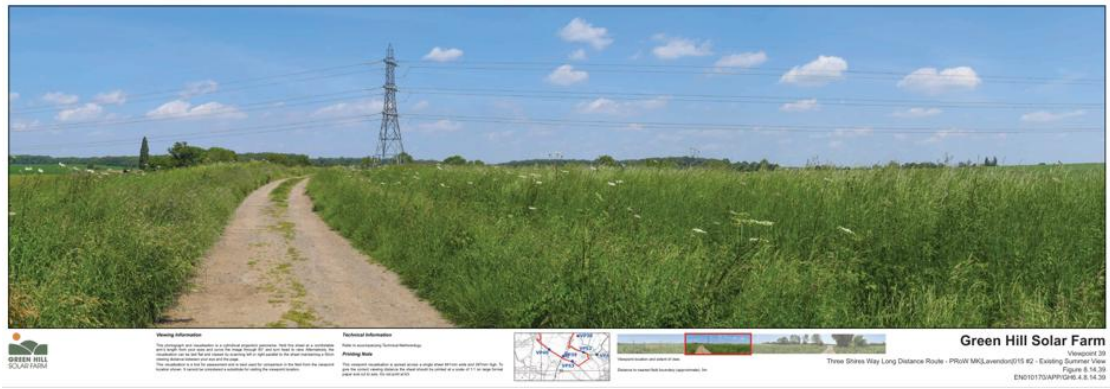
Mitigation and Residual Effects

3.8.78. The ExA recognises that by providing significant areas of additional planting and hedgerow reinforcement, there would be a beneficial contribution to the landscape in terms of screening as well as ecology and biodiversity benefits and BNG, which are covered in section 3.4 of this chapter. Nevertheless, the overall extent of the mitigating landscape proposals would lead to a significant change to established landscape patterns and character across much of the Order Limits.

3.8.79. The introduction of large swathes of panels across a wide expanse of the landscape would in itself result in a vast array of industrial style infrastructure within what is largely a rural and open landscape. The ExA accept that over a period of 1 to 15 years the proposed mitigation landscaping would mature, and that the species mix has been carefully considered taking into account growth rates and seasonal changes. However, in many of these areas there are limited areas enclosed by hedgerows or other features. As a result, the introduction of these hedgerows up to 4.5 metres in height would lead to a sense of enclosure along some PRoW and remove existing long ranging

views across the landscape in many cases, particularly along the Three Shires Way (VP39).

Figure 3.8.7: Three Shires Way existing summer view



Source: Environmental Statement Viewpoint 39 [APP-372]

Figure 3.8.8: Three Shires Way at Year 15 summer view



Source: Environmental Statement Viewpoint 39 [APP-372]

3.8.80. In relation to the LPAs concerns over the Embedded Mitigation following decommissioning, the ExA acknowledges that the replacement of the rural agricultural landscape with utility-scale infrastructure would result in adverse impacts and would result in a substantial transition in the overall character. Nevertheless, the proposed embedded mitigation measures would be extensive and, whilst changing the landscape character of parts of the open areas of land, would also result in biodiversity and ecology benefits, reinforcement of existing vegetation and landscape features as well as providing screening. Upon decommissioning, these measures would remain in situ and therefore the ExA agrees that the embedded mitigation would form a legacy landscape of robust, mature networks of established planting. The ExA also notes NPS EN-1 which considers that there may be beneficial landscape character arising from mitigation in paragraph 5.10.5.

Design

3.8.81. The applicant's design documents set out the design process that has been undertaken and have detailed how the design has evolved and how the fundamental principles of good design have been embedded throughout the proposed development. The design principles and parameters have been set out and the proposed design has taken into account local character and

setting and the need to protect and mitigate the landscape, ecological receptors, public receptors and heritage assets.

3.8.82. In terms of the proposed substations and associated infrastructure, the designs of these are largely determined by their functional need and the applicant has taken into consideration the siting and locations for these elements. It is noted that, in considering the need to apply good design to energy projects, in addition to considering the visual appearance and how it relates to the landscape, NPS EN-1 states that:

"high quality and inclusive design goes far beyond aesthetic considerations. The functionality of an object - be it a building or other type of infrastructure - including fitness for purpose and sustainability, is equally important". (paragraph 4.7.1).

3.8.83. Some aspects of the final design are not yet determined, and the applicant has employed the 'Rochdale Envelope' approach. Specific panel designs have not yet been finalised to allow for technical enhancements in the future, as it is not known what panels would be available during the construction period. The panels would potentially be up to 4.5 metres in height which the ExA considers to be significant, however we acknowledge that in the case of tracker panels, this would be a maximum scenario. It is also noted that the ES assessments, including the visual and landscape impacts from the panels, have all been undertaken on a worst-case scenario basis.

3.8.84. The Concept Design Parameters and Principles Document [REP6-039] in section 1.2 sets out the design principles that have been taken into consideration which include the scheme being landscape led, the delivery of a minimum of 10% biodiversity net gain, the minimisation of impacts on amenity and safeguarding local residents and PROWs and ensuring that the design is sensitive to heritage assets and their settings and existing land uses.

3.8.85. In terms of the proposed landscaping mitigation, the ExA note the content of the oLEMP [REP6-047] and the provisions within the dDCO [REP7-005] to secure full details of all mitigation and design measures post-consent and are satisfied that this would ensure that the final design would be appropriate and as integrated into and sensitive to the surroundings as practicably possible.

Project Lifespan

3.8.86. Regarding the proposed operational period of 60 years, requirement 21 of schedule 2 to the dDCO [REP7-005] secures the decommissioning of the proposed development in consultation with the LPAs.

3.8.87. The ExA notes that the ES assessments have been carried out in line with a 60-year consent and therefore the additional time would not give rise to any effects over and above those identified and assessed within the ES. The ExA also recognises the applicant's choice to apply for a 60-year time frame given the urgent need for renewable energy generation.

3.8.88. It is therefore the view of the ExA that, with the provisions within the dDCO and the control documents, a 60 year operational period would not affect the application of the methodology, the findings or the overall conclusions in the ES around the long-term effects of the proposed development and as such, the imposition of a shorter timeframe has not been justified in this case.

Change Request 2 - Field AF29

3.8.89. Consideration of the effects of the removal of panels from AF29 is discussed in more detail within the biodiversity and socio-economic sections of this chapter. The ExA finds that the removal of panels from AF29 would result in some benefits, namely the retention of the existing openness in this location and the greater separation of the proposed infrastructure from nearby receptors. Whilst the above change would help create a more pleasant and open environment for users of Newland Road and the permissive path and result in greater separation, we agree with the applicant's conclusion in [CR2-024] that it would not result in the reduction of the effects as previously identified within the LVIA [APP-045].

OVERALL CONCLUSIONS

3.8.90. It is acknowledged within NPS EN-1 and NPS EN-5 that virtually all nationally significant energy infrastructure projects will have adverse landscape and visual effects on the landscape and the scale of energy projects means that they will often be visible across a very wide area and therefore this aspect should be balanced against the benefits of the project. The applicant has undertaken appropriate landscape and visual assessments and considered the effects of the proposed development for landscape and visual receptors.

3.8.91. The ExA is satisfied with the adequacy of the LVIA presented in chapter 8 of the ES and its supporting appendices and figures. We consider the level of detail provided is sufficient to inform an accurate baseline and to identify the likely significant effects of the proposed development. The ExA is also satisfied that the LVIA has been carried out in accordance with GLVIA and has taken into account the local and national character assessments.

3.8.92. As a result of the scale of the project and the open character of the wider rural landscape, the introduction of the proposed development would represent a significant change to the local landscape character. The ExA have had regard to the dispersed nature of each area of panels and the proposed mitigation measures and find that these would go some way to reducing the overall impact of the proposed development, however some adverse effects on the landscape character would remain and there would be long-term effects on land use.

3.8.93. The ExA considers that, once established the proposed planting would have a beneficial effect and would serve to mitigate some of the adverse effects on landscape character and visual amenity. However, it is acknowledged that the introduction of the proposed hedging in some areas, particularly around some of the PRoWs would impact on some of the long-range views across the rural landscape and would impact the existing open characteristics of the surrounding area.

3.8.94. In terms of the impacts on visual amenity, the ExA acknowledges that due to the dispersed nature of the proposed development over several sites, there would be a large number of visual receptors affected. On the basis of the information before us, taking into account the overall configuration of the development, the positioning of the panels as far as detailed and the mitigation and its ongoing management, would be such that the visual harm identified would be minimised as far as practicably possible but would still result in a notable difference between the current character of the surrounding arable countryside and the proposed development for a number of visual receptors.

3.8.95. The ExA considers that, in design terms, the methodology used and the considerations informing the relevant assessments are acceptable. The ExA also accepts the applicant's justification for the design flexibility proposed under the Rochdale Envelope.

3.8.96. The ExA acknowledges that much of the design cannot be specified at this stage and, of the above ground structures, the design of these would be somewhat dictated by the functional requirements of the individual structures and the development as a whole. On balance, the ExA considers that the applicant has sought to balance the operational and functional requirements of the proposed development with the need to assimilate the development into the existing landscape as far as practically possible. The securing of detailed design post-consent and the further detailed mitigation in the form of landscaping via the dDCO [REP7-005] would ensure that this matter is fully considered and agreed in advance of works commencing.

3.8.97. Regarding the design, the ExA recognises the provisions of NPS EN-1, EN-3 and EN-5 which state that all projects of this scale and nature are likely to mean that they will be visible across a very wide area. The proposed development has been designed to accord with the design requirements of the NPSs insofar as it has sufficient design content secured to ensure future consenting will meet good design objectives.

3.8.98. In relation to cumulative effects, the ExA agrees that there would not be an overall increase of the significance of effects in landscape terms. Whilst there would be some opportunity for intervisibility between the proposed development and the Grendon Lakes BESS site, the proposed mitigation planting would reduce the visual change and therefore the ExA is also in agreement with the applicant's findings on this matter.

3.8.99. The ExA, in taking all of the above matters into consideration, finds that the proposed development would result in landscape and visual harm. This harm is balanced against the benefits of the proposed development in the overall planning conclusions in chapter 5 of this report in accordance with paragraph 5.10.35 of NPS EN-1. As such, we attach moderate negative weight to the landscape and visual effects of the proposed development in the overall planning balance.

3.9. SOCIO-ECONOMIC IMPACTS

INTRODUCTION

3.9.1. In this section we consider the effects of the proposed development on socio-economic factors such as employment, recreation and tourism.

3.9.2. Consideration is given below to:

- policy and guidance relevant to socio-economics
- the application proposals
- issues considered during the examination

POLICY BACKGROUND

3.9.3. The following National Policy Statements (NPS) are relevant to the assessment of effects for socio-economic receptors:

NPS EN-1

4.1.5 to 4.1.6	Describes factors which the Secretary of State should take into account when weighing the adverse impacts of a proposed development against its benefits, including social and economic benefits and adverse impacts.
4.3.2	Describes the potential effects of a proposed development referred to by the Environmental Impact Assessment Regulations 2017 including those on population and material assets.
4.3.4	Applicants must set out information on the likely significant effects of a proposed development, including social and economic effects, and show how any likely significant negative effects would be avoided, reduced, mitigated or compensated for, following the mitigation hierarchy.
5.11.6 to 5.11.7	The government's policy is to ensure there is adequate provision of high quality open space and sports and recreation facilities to meet the needs of local communities, including green and blue infrastructure.
5.11.30	Applicants should take appropriate mitigation measures to address adverse effects on recreational facilities including National Trails and rights of way, and should consider opportunities to improve or create new access. In considering revisions to an existing right of way, consideration should be given to the use, character, attractiveness, and convenience of the right of way.
5.13	Sets out policy on socio-economic impacts.

NPS EN-3

2.10.42	Applicants are encouraged to design the layout and appearance of the site to ensure continued recreational use of public rights of way where possible during construction, and in particular during operation of the site.
2.10.44	Applicants should consider and maximise opportunities to facilitate enhancements to public rights of way and new opportunities for the public to access and cross proposed solar development sites.
2.10.45	Applicants should set out detail on how public rights of way would be managed to ensure they are safe to use in an outline Public Rights of Way Management Plan.

3.9.4. We have also had regard to the following local impact reports (LIR) to the extent that they are relevant to this topic:

- Milton Keynes City Council (MKCC) LIR [REP1-169]
- North Northamptonshire Council (NNC) LIR [REP1-171]
- West Northamptonshire Council (WNC) LIR [REP1-175]

3.9.5. The LIRs also refer to the following relevant development plan policies, to which we have also had regard:

- Policy CT2 of Plan: MK (2019)
- Policy 8 of the North Northamptonshire Joint Core Strategy (2016)
- Policy C5 of the West Northamptonshire Joint Core Strategy (2014)

3.9.6. We have also had regard to relevant policies to the assessment of socio-economic effects contained in paragraphs 85, 96, 103-104 and 105, and sections 8, 12, 15 and 16 of the National Planning Policy Framework (2024) (NPPF) as potentially important and relevant considerations.

THE APPLICATION

3.9.7. The impacts of the proposed development on socio-economic factors are considered in Environmental Statement (ES) Chapter 17 (Socio-Economics, Tourism and Recreation) [APP-054] and in ES Chapter 18 (Human Health) [APP-055]. Chapter 17 is supported by ES Appendix 17.1: Tourism and Recreation Receptor Tables [REP1-079].

3.9.8. Separate study areas in respect of socio-economic effects and tourism and recreation effects are considered in [APP-054]. The study area for socio-economic effects comprises the authority areas of the 3 host authorities and Bedford Borough Council, as this geographical area generally corresponds to an approximate 30-minute commuting distance from the proposed development's Order Limits. The study area for tourism and recreation matters comprises the area within the Order Limits plus 2 Zones of Influence (ZoI) for tourism and recreation venues.

BASELINE

3.9.9. The applicant sets out [APP-054] social, economic and tourism and recreation information for the study area. The area's population is estimated to grow to 1.56 million at the latest potential end of the scheme's operational life in 2089. The area has a greater proportion of children and working-age people than the UK national population age profile. Older people are considered likely to represent an increased proportion of the study area's population in 2089, in common with national population projections.

3.9.10. The study area's overall resident population is considered likely, by the applicant, to be of medium sensitivity to changes in overall health demography. Homes in the study area are generally not affordable for a majority of workers. Barriers to accessing suitable housing and services are prevalent in many of the district areas.

3.9.11. The applicant sets out that the area's population is more likely than the national average to be deprived of access to suitable education and skills attainment. A significant variation in skills and qualification attainment between the 4 subject local authority areas is identified. The area has had a more fluctuating, albeit consistently higher, economic activity rate than that shown in national trends. Its unemployment rate has been lower than UK national rates, with employment rates increasing over the period considered. The applicant concludes that incomes in the study area have grown in recent years. Wholesale and retail trade and repair of motor vehicles and motorcycles is the largest employment sector in the area.

3.9.12. Key tourist attractions identified by the applicant in the study area include Bedford town centre, the Santa Pod raceway, Bletchley Park, Rushden Lakes and the Silverstone motor racing circuit. The tourism and visitor economy within the study area is driven predominantly by the domestic visitor market on overnight or day trips. Visitors from overseas form a smaller part of the visitor economy, but spend substantially more per visitor than domestic visitors. The applicant estimates that there is a minimum of 1890 serviced accommodation rooms in the study area available for use by temporary workers.

3.9.13. The study area and its surroundings host a substantial network of public rights of way (PRoW) and permissive paths, which the applicant considers to form important routes for recreation, health and wellbeing in the area. The area also hosts a number of long-distance recreational routes which are considered by the applicant to be of regional or national importance.

3.9.14. The applicant sets out that waterways and waterbodies which are open for recreational use in the study area include the widely navigable River Nene, Pitsford Water and Grendon Lakes. The study area and a surrounding 2km zone also host sporting facilities including sports clubs and grounds and a remote-controlled aircraft club. A number of recreational aviation centres, play areas and equestrian centres lie within the proposed development's ZoI.

3.9.15. Existing PRoW within the proposed development are presented on the Public Rights of Way Plan [REP3-012], and at table 2.1 and figures 2.1-2.5 of the Outline Public Rights of Way and Permissive Paths Management Plan (OPRoWPPMP) [REP6-033], secured by requirement 18 of the draft Development Consent Order (dDCO) [REP7-005].

3.9.16. Landscape and Ecology Mitigation Plans (LEMPs) set out the approach to PRoW and permissive paths through the proposed development. These plans are referenced as follows:

- Site A [REP6-021]
- Site A.2 [REP6-023]
- Site B [APP-209]
- Sites C and D Option A [REP3-046]
- Sites C and D Option B [APP-211]
- Site E Sheet 1 [REP6-025]
- Site E Sheet 2 [REP6-027]
- Site F Sheet 1 [REP3-052]
- Site F Sheet 2 [REP1-113]
- Site F Sheet 3 [REP3-054]
- Site G [REP6-030]
- Site G Option B [REP6-071]

3.9.17. Control documents secured through requirements 7, 13, 15 and 18 of the dDCO [REP7-005] propose mitigation for socio-economic impacts. These include:

- the oCEMP [REP7-015]
- the Outline Landscape and Ecological Management Plan (oLEMP) [REP6-047]
- the Outline Construction Traffic Management Plan [REP6-055]
- the oPRoWPPMP [REP6-033]

3.9.18. Embedded mitigation to reduce likely significant environmental effects is set out at section 17.7 of [APP-054], and would be secured through requirements in the dDCO. During the construction phase, this would include flexible construction timescales, support for construction workers to find suitable accommodation and offsets from tourism and recreational receptors.

3.9.19. Operation-phase embedded mitigation would include a continued income for eligible landowners in place of the loss of agricultural income, noise attenuation, glint and glare mitigation, additional landscape screening and visual mitigation buffers.

3.9.20. Proposed embedded mitigation for the decommissioning phase includes that set out for construction and, additionally, the potential for cable infrastructure to be left in situ or extracted through joint bays in order to minimise disruption to agricultural activities.

CONSTRUCTION PHASE

3.9.21. Socio-economic effects and impacts on tourism and recreation during construction were scoped into the applicant's assessment for consideration.

3.9.22. Impacts on tourism and recreation receptors at all phases of the proposed development have been determined through the applicant's professional judgment. Professional judgment was also used to determine how the magnitude of impacts would be calculated.

3.9.23. At table 17.26 of [APP-054] the applicant identifies residual beneficial construction-phase effects to population demography, skills and qualifications, economic activity and employment, local economy and economic prosperity. These are all considered by the applicant not to be significant effects in Environmental Impact Assessment terms.

3.9.24. The applicant concludes that the proposed development would have residual adverse construction-phase effects in respect of the following matters:

- access to accommodation
- regional and local tourist attractions
- PRoW and permissive routes
- long-distance recreational routes
- the local highway network
- the recreational use of waterways and waterbodies
- formal recreational facilities for organised sports
- recreational aviation
- recreational youth sports and children's play areas
- equestrian facilities

3.9.25. The applicant considers all of the above residual adverse effects not to be significant, with the exception of a medium-term temporary moderate adverse effect on long-distance recreational routes.

3.9.26. Effects on PRoW are assessed in table 18.13 of [APP-055]. The table identifies no significant residual or cumulative human health effects on PRoW or permissive paths to result from the proposed development.

OPERATIONAL PHASE

3.9.27. Socio-economic effects and impacts on tourism and recreation during the operational phase were scoped into the applicant's assessment for consideration.

3.9.28. At table 17.26 of [APP-054] the applicant identifies residual beneficial operation-phase effects to skills and qualifications and to the local economy and economic prosperity. The applicant does not consider these to be significant effects.

3.9.29. The applicant concludes that the proposed development would have residual adverse operation-phase effects in respect of the following matters:

- economic activity and employment
- regional and local tourist attractions
- PRoW and permissive routes
- long-distance recreational routes
- the local highway network
- the recreational use of waterways and waterbodies
- formal recreational facilities for organised sports
- recreational aviation
- equestrian facilities

3.9.30. The only significant effect identified by the applicant during the separate peak replacement phase is a residual short-term temporary moderate adverse effect in respect of long-distance recreational routes.

3.9.31. The applicant considers all other peak replacement phase residual beneficial or adverse effects not to be significant, and identifies these to occur in the same areas as for the construction phase.

3.9.32. A number of permissive paths would be provided within Sites A, A.2, D, E, F and G of the proposed development during its operational phase and until the date of decommissioning, to be notified under requirement 21 of the dDCO [REP7-005]. The applicant considers that the proposed permissive paths would provide improved accessibility to the countryside and improved connectivity to the wider PRoW network [APP-054].

3.9.33. These are described at section 4.2 of [REP6-033]. They are set out as Work No. 10 within the Works Plan [REP6-003]. Their interaction with PRoW within the proposed development is presented in the Public Rights of Way and Permissive Paths Plan [REP4-025].

DECOMMISSIONING PHASE

3.9.34. Limited socio-economic effects during decommissioning were scoped into the applicant's assessment for consideration.

3.9.35. The applicant identifies no significant effects on socio-economic receptors to result from the proposed development's decommissioning phase. It identifies minor beneficial residual effects on economic activity and employment and the local economy and economic prosperity during the decommissioning phase.

CUMULATIVE EFFECTS

3.9.36. The applicant considers potential cumulative socio-economic effects of the proposed development at section 17.11 of [APP-054]. A list of cumulative projects is set out at ES Appendix 25.1 [APP-188]. A summary of cumulative effects is provided within ES Chapter 25: Cumulative Effects and Effects Interaction [APP-062], which assesses cumulative effects on individual tourism and recreation receptors identified in section 3 of [REP1-079].

3.9.37. The applicant highlights the following significant cumulative effects within [APP-054]:

Construction phase:

- A medium-term temporary cumulative moderate beneficial effect on economic activity and employment in the study area
- A medium-term temporary cumulative moderate beneficial effect on the local economy and economic prosperity in the study area
- A medium-term temporary cumulative moderate adverse effect on local tourist attractions
- A medium-term temporary cumulative moderate adverse effect on PRoW and permissive routes
- Up to a medium-term temporary cumulative moderate adverse effect on long-distance recreational routes
- A medium-term temporary cumulative moderate adverse effect on formal recreational facilities for organised sports

Operational phase:

- A long-term cumulative moderate beneficial effect on economic activity and employment in the study area
- A long-term cumulative moderate beneficial effect on the local economy and local prosperity in the study area

ISSUES CONSIDERED DURING THE EXAMINATION

3.9.38. Based on the relevant representations and written and oral submissions made during the examination, the key issues relating to socio-economic impacts are:

- effects on existing PRoW and permissive paths in the study area, with regard to Sites A, D, F and G
- the provision of permissive paths through the proposed development
- effects on long-distance routes in the study area, with particular regard to the Three Shires Way through Site G of the proposed development and Wellingborough Town Council's annual Waendel Walk

EFFECTS ON EXISTING PROW AND PERMISSIVE PATHS

Effects on existing PRoW

Background

3.9.39. Landscape and visual impacts on PRoW users are considered within section 3.8 of this recommendation. Potential socio-economic effects resulting from changes to the landscape surrounding PRoW are considered below.

3.9.40. Several representations place a high importance on the mental and physical health benefits of recreational access to the countryside in general, including [RR-0077], [RR-0151], [RR-0598], and [REP1-246].

3.9.41. The applicant responded, within [REP1-161], with signposting to its documents assessing impacts on PRoW. It explained that the routing of all existing PRoW would be preserved within the proposed development, with commitments to providing screening of the development, biodiversity

enhancements and upgraded permissive links set out within [REP6-047] and secured through requirement 7 of the dDCO [REP7-005].

3.9.42. The applicant set out its commitment to ensuring that PRoW would be disrupted as little as possible during construction and operation, at CPRE-040 of [REP2-048]. It explained that these measures were secured within [REP6-033], and that it envisaged that a large proportion of people deterred from the use of PRoW by construction impacts would find beneficial effects on PRoW during the proposed development's operational lifetime.

3.9.43. The final Statements of Common Ground (SoCG) [REP7-030] [REP7-034] of the host authorities for Sites D, F and G (NNC and MKCC) record agreement on all Socio-Economics, Tourism and Recreation and Transport and Access matters, including effects on PRoW.

3.9.44. NNC supports "the proposed additional PRoW network around and within the Sites and the addition of this would lead to a positive health impact for users" [RR-1243]. NNC highlights the need to weigh public amenity and recreation benefits against "the scale of the proposal and the temporal and spatial impact" within [REP1-171].

3.9.45. MKCC [REP1-169] considers the provision of 2 permissive paths within Site G to form a benefit in accordance with NPPF and Plan:MK (2019) policy, and identifies minor-moderate adverse transport impacts during construction, with transport benefits during operation due to the permissive access provision.

Site D PRoW

3.9.46. Representations [RR-0393], [RR-1041], [RR-1232], [REP1-200], [REP1-171], [REP3-087] and at Open Floor Hearing (OFH) 1 [EV8-002] highlighted the following matters:

- that Public Footpath NN/TN/3 through Site D is "especially important to the residents of Mears Ashby…we see many dog walkers and runners pass our house to make use of the peaceful footpath in all weathers". The submission states that the open fields and footpath are a "necessary sanctuary"
- that the footpath was considered to be "the longest and most widely used footpath in Mears Ashby"
- the physical and mental health benefits of routes for walkers, cyclists and equestrians
- questioned how many people would continue to use the footpath through Site D "when the activity will involve walking through an industrial site rather than feeling like being in the middle of the countryside"
- a representation at OFH1 raised concern that the footpath within Site D would become "an oppressive tunnel that will make me feel vulnerable, particularly when I'm walking with my daughter"
- the generally open character of the landscape crossed by PRoW within Sites D and F of the proposed development

3.9.47. The applicant responded within [REP1-161], [REP3-128] and [REP4-021]:

- by outlining its approach to site selection, including the avoidance of sensitive landscape and environmental designations. It referred to details of the process within [REP1-037] and of the alternatives considered within [APP-042]
- that [APP-055] found no likely significant adverse effects to the physical and mental health and wellbeing impact of changes to the use and enjoyment of PRoW as a result of the proposed development, subject to mitigation measures set out in [REP6-033]
- that the array fenceline would be no closer than 15m from the centreline of the "on the ground" route, and that there would be no infrastructure within the southernmost field of site D, DF34 (closest to Mears Ashby). It stated that the proposed width of the PRoW and the route on the ground through Site D would be no less than 2 metres (m), and that the route on the ground would be set in a buffer of approximately 10m between the proposed planting

3.9.48. The issue of perceived personal safety on public paths within the proposed development was considered at examination, including within [REP1-195], [REP3-103], question 2.16.8 of the ExA's Second Written Questions (ExQ2) [PD-011], question 3.10.8 of the Examining Authority's Third Written Questions (ExQ3) [PD-017] and at issue specific hearing (ISH) 5 [EV12-002] [EV12-004] [EV12-006].

3.9.49. The applicant's responses on the issue of perceived personal safety, as contained within [REP1-161] and [REP3-074], may be summarised as follows:

- offsets of a minimum of 15m from PRoW centrelines and some areas of open fields would be provided, as set out in the oLEMP [REP6-047].
- [APP-055] identifies no significant adverse effects to human health and wellbeing
- impacts on leisure and recreational activities are assessed in [APP-054] and its appendix [REP1-079]. Significant adverse effects are largely mitigated against, with the exception of effects on long-distance recreational routes during the proposed development's construction and decommissioning
- [APP-055] identifies no greater than a long-term minor adverse effect (which is not significant) on access to open space for leisure and play. The proposed development provides permissive paths and would have a beneficial impact on PRoW use
- a change to the sense of enclosure along PRoW may result in some users feeling discouraged from using those routes or having reduced enjoyment of using those routes. This has been considered as part of the assessment of changes in a route's "desirability" in [REP1-079]. The applicant does not however believe that these are likely to be significant or cause a substantial reduction in access to the countryside
- enclosed routes due to fencing and hedgerow are not atypical of PRoW, including some of the existing routes within or adjacent to the Order Limits. The placement of hedgerows or planting between recreational

routes and fencelines would retain a more consistent user experience with existing PRoW conditions on the surrounding network

Site F PRoW

3.9.50. Figure 3.9.1 below shows part of the network of PRoW within Site F(1).

Figure 3.9. 1



OPRoWPPMP [REP6-033]

3.9.51. Representations [RR-0577], [RR-0714], [RR-0969], [RR-0998], [REP1-203] and at OFH3 [EV10-002] [EV10-003] set out that:

- Site F spans many popular local footpaths
- "multiple Public Rights of Way (PRoW) run through and around the Easton Maudit parcels…the scheme would transform the experience on these paths from open rural vistas to corridors bounded by fencing, CCTV, inverters, and panels, impairing amenity, legibility and perceived safety"
- PRoW around Easton Maudit are considered to be a vital source of physical and mental well-being for local people, and also for many walkers who come from farther away
- the proposed development to the south of Easton Maudit was considered to adversely affect views from PRoW across open countryside
- the footpaths around Easton Maudit are a great resource for well-being and mental health
- walks in the countryside surrounding Grendon and Easton Maudit "are essential medicine for my soul and mind"

3.9.52. The applicant responded within [REP1-161] [REP6-070] that:

- [APP-054] and its supporting appendix [REP1-079] assess the impacts on each PRoW likely to be affected by the proposed development

- the route of all existing PRoW would be preserved through the proposed development, with planting along PRoW and upgraded permissive links to increase connectivity. These measures would be secured through [REP6-047]

Site G PRoW

3.9.53. Several representations concern the public path network through the proposed Site G near Lavendon, including [RR-0830], [RR-0881], [REP1-272] and [REP3-095]. The following points were made:

- the footpaths surrounding the Lavendon site are well used
- rural communities like Lavendon have limited access to organised facilities supporting leisure, activity and wellbeing. The paths and bridleways through the proposed site G are invaluable for anyone seeking fresh air and exercise, actively enjoyed by residents and visitors seeking health benefits. The development would obscure views that were once expansive and uplifting and open pathways would be replaced by narrow corridors between security fencing. The proposed development would deprive residents and visitors of an invaluable area of accessible green space offering an environmentally friendly and free resource for enhancing wellbeing
- site G would be located in the relatively rare combination of an attractive and unspoilt rural landscape that includes a good network of very accessible public footpaths and bridleways. Because of these, the area is highly popular for local residents especially for walking, running, horse-riding etc. Ready access to the area is available from Castle Road in Lavendon and this provides excellent exercise and recreational opportunities for Lavendon residents in particular. There are few, if any, similar amenities in the immediate locality without utilising motorised transport. The proposed development would wholly destroy the considerable visual attraction and enjoyment of the area for visitors and local residents
- the bridleway is constrained on the eastern side by a ditch and woodland or hedgerow but currently open towards Site G (referring to bridleway MK/Lavendon/002 where it follows the western side of Threeshire Wood)

3.9.54. The applicant responded within [REP1-161] that:

- impacts on PRoW and recreational routes are set out in [APP-054] and its appendix [REP1-079]
- [APP-055] assessed likely impacts on health, wellbeing and lifestyle from changes to access to the countryside and found no significant adverse effects to human health and wellbeing
- [APP-045] assessed views of the proposed development from PRoW. With the exception of 3 PRoW, there would be no significant residual adverse effects once mitigation planting had matured
- the routing of all PRoW would be preserved during the proposed development's operational lifetime, with commitments to provide screening, planting and permissive links to increase PRoW network

connectivity secured within [REP6-047] through requirement 7 of [REP7-005]

3.9.55. The ExA asked, within Q2.16.8 of ExQ2 [PD-011], whether there was a risk that some members of the public may feel intimidated using PRoW with fencing to either side through the proposed development. The ExA gave specific examples of this, including Path MK/Lavendon/002 through Site G.

3.9.56. The applicant responded within [REP3-074] that:

- it had acknowledged that change to the sense of enclosure along PRoW may result in some users feeling discouraged from using those routes, or having reduced enjoyment of the routes. The applicant stated that this had been considered as part of the assessment of changes to a route's "desirability" in [REP1-079]. The applicant did not, however, consider these to be likely to be significant or to cause a substantial reduction in access to the countryside
- whilst the experience along some routes may become more enclosed due to proposed fencing and hedgerow planting, this was not atypical of PRoW, including some of the existing routes within or adjacent to the Order Limits
- bridleway MK/Lavendon/002 was bounded on one side by Threeshire Wood and on the other by a banked hedgerow for a distance of at least 400m. It considered that this created an enclosed route which would not be substantially altered by the proposed development

3.9.57. The applicant subsequently provided photomontages [REP6-073] of bridleway MK/Lavendon/002 through the proposed site G at the ExA's request.

Effects on existing permissive paths

3.9.58. An existing permissive path provides access through the proposed Site A along a "green lane". A representation [REP3-103] by Stop Green Hill Solar considers that the reduction of sight lines along the permissive path may both "actually decrease any warning view but will also significantly increase the perception of the potential for danger". It noted the presence of field gates along the green lane and their potential to provide a means of escape should a path user have concerns about their personal safety.

3.9.59. The applicant responded in [REP4-021] that hedgerow along the green lane would be allowed to grow taller within the proposed development, and hedgerow gaps would be filled in. It considered that this may increase a sense of enclosure from each side but would not reduce forward visibility for users, or the number of field gates along the route. It acknowledged that fencing would prevent movement across fields, but highlighted the extension to the current "dead end" permissive access to meet Newland Road which the proposed development would provide. It considered that this would provide an obvious and naturally surveyed means of escape for anyone using the green lane.

ExA's conclusions on effects on existing PRoW and permissive paths

3.9.60. The ExA acknowledges the applicant's view that the proposed development would have an overall long-term negligible adverse effect on the 70 PRoW assessed within [APP-168], largely as a result of a large number of neutral effects on PRoW along the Cable Route Corridor and away from the solar PV sites [APP-054].

3.9.61. On the basis of evidence including the submitted plans, representations and its site inspections [EV1-001] [EV7-002] [EV15-001], the ExA considers that the PRoW within the proposed Sites D, F and G provide a significant opportunity for residents and visitors to access large areas of open countryside via multiple different choices of route. The ExA considers that generally open surroundings are representative of the overall character of PRoW within Sites D, F and G of the proposed development, with some of these following a boundary to one or, occasionally, both sides but still allowing for open views of the surrounding landscape.

3.9.62. The benefits of PRoW may be accessed without charge, as set out in [RR-0248]. Such benefits are additionally available immediately, and as frequently as desired. PRoW are consequently a convenient and accessible recreational facility for populations in several of the settlements surrounding the proposed development, in nearby conurbations such as Wellingborough and Northampton, and for anyone wishing to access the countryside.

3.9.63. Proposed mitigation for the proposed development's effects on PRoW would include buffers during construction and operation, planting intended to mitigate effects on the surrounding landscape and amenity for residents and tourists and the provision of permissive paths.

3.9.64. The proposed development would consequently result in new or reinforced hedgerow or other planting along considerable sections of existing PRoW within sites D, F and G during its operational phase, as shown in [REP3-046], [APP-211], [REP3-052], [REP1-113], [REP3-054] and [REP6-030]. Hedgerow would generally be maintained to an optimum height of 4-4.5m tall [REP6-047] once established, with an indicative distance between new or reinforced hedgerows along PRoW of approximately 10-15m [REP6-061]. Post and wire fencing with a maximum height of 2.5m (illustrated at Plate 4.13 of [REP6-011]) would generally lie outside the hedgerow or planting.

3.9.65. The ExA concludes that the proposed development of Sites D, F and G would enclose extensive sections of PRoW by fencing and tall hedgerow or other vegetation in close proximity to the path for the majority of the proposed development's operational period. The new vegetation would reach a considerable height, at which it would be maintained (once established) for the duration of the operational phase.

3.9.66. The existing PRoW within the proposed sites D, F and G are generally some distance from properties or roads. This means that there is limited existing natural surveillance of them from the public domain, and hence that there is

limited likelihood of a path user being able to attract attention and summon help from others in the vicinity if they felt unsafe.

3.9.67. However, an important consideration in how confident an individual may feel in using paths is the level of visibility of their surroundings available to them when doing so, because longer sight lines provide more awareness of surroundings and more time to assess and respond to any perceived threat to personal safety.

3.9.68. The ExA considers that a reduction in sight lines along a public route can reduce perceived personal safety. The ExA considers that the enclosure of PRoW within Sites D, F and G by vegetation and fencing would produce a "tunnelling" effect and would reduce opportunities for path users to avoid a perceived threat. Moreover, it would reduce the visibility of others on paths or within the surrounding landscape to path users.

3.9.69. The ExA additionally notes the considerable number of representations raising concerns about an adverse visual effect on PRoW, and the sites' generally open appearance. It considers that a proportion of PRoW users would be deterred from making use of newly enclosed PRoW within Sites D, F and G due to the loss of previously open views along those paths, with a resulting adverse socio-economic effect. The ExA considers that this effect would be most pronounced during the operational phase of the proposed development, once new planting had established.

3.9.70. The proposed development would result in a significant proportion of the PRoW through the proposed sites D, F and G becoming more secluded and enclosed. The ExA considers that this would result in adverse socio-economic effects:

- on the confidence of some PRoW users to use routes due to a perceived reduction in their personal safety
- on the enjoyment of some PRoW users due to the visual change in the surrounding landscape from open to considerably enclosed

3.9.71. The ExA consequently considers that the proposed development would reduce use of the PRoW within sites D, F and G, with a resulting long-term moderate adverse socio-economic impact on the tourism and recreational use of PRoW within Sites D, F and G for the majority of its operational period.

3.9.72. Turning to effects on the existing permissive footpath over the green lane through the proposed Site A, the ExA notes that existing views of the surrounding landscape from the green lane are intermittent due to the mature hedgerow and trees that line the route. It also considers that the applicant's removal of panels from the proposed Field AF29 within Change Application 2 [CR2-024] (illustrated within Figures 3.9.2 and 3.9.3 below), in response to the ExA's comments in [PD-015], would have a beneficial socio-economic impact on use of the permissive path. Furthermore, the proposed development would provide additional forms of permissive access for cyclists and equestrians, potentially increasing the lane's use, and would extend access to meet the highway at both ends, rather than at one end only. The

ExA considers that, overall, the proposed development would not unacceptably reduce use of the green lane due to personal safety concerns or its effect on visual amenity.

Figure 3.9.2: Field AF29 before



Source: Works Plan extract [APP-009]

Figure 3.9.3: Field AF29 after



Source: Works Plan (Rev E) extract [CR2-004]

3.9.73. The ExA consequently considers that the proposed development would have a neutral socio-economic impact on the permissive access over the green lane off Newland Road, Walgrave.

PROVISION OF PERMISSIVE PATHS

3.9.74. Representations made on the proposed permissive paths included:

- NNC'S SoCG with the applicant [REP7-030] stated that it considers the proposed permissive paths to be appropriate
- the SoCG of WNC and MKCC with the applicant [REP7-032] [REP7-034] set out that the Councils consider the provision of permissive paths to be a benefit of the proposed development
- [REP6-108] outlined that, although permissive paths are sometimes offered as mitigation for effects on existing local access and recreation, they do not carry the same legal protections as formal rights of way and can be withdrawn in future
- a concern was raised at ISH5 [EV12-002] [EV12-004] [EV12-006] that the proposed permissive bridleway around Site A2 would be of less value to equestrians due to the potential use of tracker solar panels at the site, and concerns were consequently raised about equestrian use next to such panels

3.9.75. In response, the applicant:

- acknowledged the status and timescale of proposed permissive paths in [REP7-026]. It additionally set out its commitment to their maintenance, as secured within [REP6-033] and requirement 18 of [REP7-005]
- responded at ISH5 [EV12-002] [EV12-004] [EV12-006] that the permissive path had been assessed as acceptable
- responded within [REP6-067] with distances between the proposed permissive path through Site A2 and features of the proposed development. It considered that these would result in the path having an open width which would ensure the route was safe and easily useable for equestrians

3.9.76. At ISH5 [EV12-002] [EV12-004] [EV12-006] the ExA queried submitted British Horse Society (BHS) guidance (extracted within [REP3-095]) recommending that tracker panels should not be used next to bridleways or byways until their noise movement could be assessed for impact in mature developments.

3.9.77. The applicant stated in response that the proposed development may include tracker panels alongside equestrian PRoW. It was content that the BHS guidance was precautionary at that point, and referred to the presence of buffers from PRoW within the proposed development providing separation from any tracker panels used. It referred to noise measures set out within the Outline Operational Environmental Management Plan [REP6-043]. The Campaign for the Protection of Rural England (CPRE) set out at [REP5-118] that its concerns in this regard were not addressed by the applicant's responses.

3.9.78. The proposed development would include a new formalised permissive path through Site E between Mears Ashby and Earls Barton for pedestrians, cyclists and equestrians for the duration of its operational phase. During examination the applicant updated the proposed management of hedgerow along the western edge of field EF20 within Site E to a height of 1.5m [REP6-047], rather than 4-4.5m. This responded to question 3.10.8 within ExQ3 [PD-017].

ExA conclusions on provision of permissive paths

3.9.79. Having considered the utility of the individual permissive paths proposed at examination [PD-017] [REP6-061], the ExA agrees that many of these would offer beneficial additional public access within the proposed development. The circular permissive path using the green lane off Newland Road, Walgrave, the route between the village of Old and Newland Road, the route between Mears Ashby and Earls Barton, and new access between Bozeat and the path network within Site F.3 would be particularly useful, and some would provide access for multiple types of path user.

3.9.80. However, the ExA considers that the utility of the following proposed permissive paths would be only limited, for the reasons given.

ExA comments on permissive paths within Sites D and F

SITE AND PLANS	PERMISSIVE PATH LOCATION	EXA'S COMMENTS
Green Hill D [REP3-046] [APP-211]	Permissive path for pedestrians to follow an existing walked route through the site, parallel to Public Footpath NN/TN/3	This permissive path would lie close to an existing public footpath, and hence would provide pedestrian access over an area over which public access is already possible on foot.
Green Hill F [REP1-113]	Permissive path for pedestrians connecting Public Footpath NN/TD/2 at field FF8 to Easton Way (Easton Maudit) at field FF13, and continuing parallel to Easton Way within field FF15 to meet Yardley Road	The permissive path would require an element of walking on roadside verge or on Easton Way for path users from Easton Maudit, so that the existing Public Footpath NN/TD/3 past the church is likely to be used in preference to the permissive path.
Green Hill F [REP3-054]	Permissive path for pedestrians from the A509 along the northern boundary of field FF33 and connecting Public Footpath NN/TD/5 to Public Bridleway NN/TD/8	The public footpath already connects to the public bridleway slightly further south, so that the benefits of the new connection are minimal. For path users from Bozeat, the nearest settlement, access to the permissive path's terminus at the A509 road would lack parking and hence would require a considerable distance of verge walking between Bozeat and the path, and the crossing on foot of the A road, which is likely to carry fast and regular traffic, making

		crossing challenging to many users. The ExA acknowledges the intention to provide access to the path network within Site F for users from Bozeat. However, the ExA considers that the permissive paths along the northern edge of field FF25 [REP1-113] and between FF25 and FF26 are likely to be used in preference to the permissive path along FF33 because they would require less verge walking and no crossing of the A509 on foot.

3.9.81. Furthermore, whilst short permissive paths for pedestrians in fields FF6 and FF11 would provide a direct route, avoiding the need for a "dog leg" in an existing PRoW in both cases, the time saving would be minimal, so that these permissive paths would bring only minimal benefits.

3.9.82. The LEMPs (see paragraph 3.9.16 above) show that considerable sections of the new permissive paths would be enclosed to some degree by hedgerow and fencing. This includes longer routes offering new access such as the permissive paths between Broughton Road and Newland Road in Site A, connecting Mears Ashby and Earls Barton, and much of the longer paths through Sites F and G. The ExA notes the revised management arrangements for hedgerow along field EF20 noted above. However, the new permissive access would not generally offer an alternative for users who prefer largely open paths, but rather would mainly offer a similar type of path to those provided by many PRoW through Sites D, F and G during the operational phase.

3.9.83. Furthermore, as identified at paragraphs 3.9.80-81 above, the ExA considers that some of the proposed new permissive paths would be of only limited or minimal utility, reducing the weight attached to them as mitigation. Thus, the ExA considers that the provision of permissive paths would be less beneficial than identified by the applicant, and that permissive paths within the proposed development would generally offer the same type of considerably enclosed routes as the identified PRoW.

3.9.84. The mitigation identified by the applicant for effects on PRoW consequently does not acceptably reduce the identified adverse socio-economic impacts on the tourism and recreational use of PRoW within Sites D, F and G during the proposed development's operational period.

EFFECTS ON LONG-DISTANCE ROUTES

Waendel Walk

3.9.85. The ExA questioned the arrangements for the Waendel Walk at Q19.0.1-Q19.0.3 of its First Written Questions [PD-007]. The walk organiser, Wellingborough Town Council (WTC), subsequently engaged with the applicant on the issue, and the ExA sought an update following this in Q2.15.1 of ExQ2 [PD-011].

3.9.86. The applicant updated the LEMPs [REP3-052] [REP1-113] with permissive access routes which would be open to the public by permission for the purposes of the Waendel Walk only, shown by a light purple dashed line. The applicant confirmed at Q19.0.1 of [REP1-163] that the route would be located outside the fence line during the operational phase, and could continue to be used for the Waendel Walk.

3.9.87. Protective mitigation measures for the Waendel Walk were subsequently secured within the oCEMP [REP7-015] by requirement 13 of the dDCO. These include a requirement to make access available for the walk event, and to discuss and agree alternative arrangements with WTC should existing permissive and public access routes be unsafe due to the construction of the proposed development. Any event routing arrangements should be agreed and secured by no later than 31st March of each year during the construction period.

Three Shires Way

3.9.88. A representation [RR-0140] sets out that the Three Shires Way is a walking, cycling and horse-riding route linking Milton Keynes and surrounding counties. The CPRE's submission at [REP3-095] explains that "the Three Shires Way long distance bridleway…[is] a vital resource for clients of Lower Farm Stables and other equestrians in Lavendon".

3.9.89. Effects on the Three Shires Way were considered at examination, including in Q2.16.8 of ExQ2 [PD-011] and Q3.9.1 and Q3.10.17 of ExQ3 [PD-017], at ISH2 [EV4-004] and at ISH5 [EV12-007].

3.9.90. The applicant responded in [REP1-161] [REP3-074] [REP3-075] [REP6-061] [REP6-067] that:

- a full assessment of socio-economic considerations was set out in [APP-054] and its appendix [REP1-079]
- it had identified a moderate adverse effect to the Three Shires Way during construction, and moderate-minor adverse effects to the route during operation and replacement phases
- it considered the Three Shires Way past Threeshire Wood to be an enclosed route that would not be substantially altered by the proposed development
- it had prepared a photomontage from viewpoint 51 [REP6-073] which provided an additional visualisation for the Three Shires Way through the proposed development

- the proposed development had been designed to allow for indicative spacing between hedgerows along PRoW of approximately 10-15m, with fencing set behind planting
- the access track to field GF9 near the Three Shires Way would be a surfaced area. Gated sections would be set back from any publicly accessible areas, as depicted in photomontages [APP-362] and [APP-396]. The use of access tracks would be sporadic, and largely by light vehicles. As such impacts on recreational users were considered by the applicant to be negligible, and were considered within [REP1-079].
- it had identified residual significant construction-phase effects to long-distance routes including the Three Shires Way
- any closures of routes such as the Three Shires Way would be kept as short as practicable to complete the necessary works, as set out in [REP6-033]
- the offset between the existing woodland edge and proposed new hedgerow along the Three Shires Way adjacent to the Threeshire Wood would be 15-20m wide, creating a comfortable route for users. The applicant considered that existing planting would be perceived to a much greater extent than planting associated with the proposed development

3.9.91. MKCC's LIR [REP1-169] acknowledges potential temporary effects on PRoW in general during the construction phase, and the benefits of the additional permissive paths. All PRoW matters are agreed in its final SoCG [REP7-034] with the applicant.

ExA's conclusions on effects on long-distance routes

3.9.92. In view of the revised arrangements for the Waendel Walk during examination and the lack of concerns subsequently registered by WTC on the matter, the ExA is content that the proposed development would not have any further effects on the event beyond those identified by the applicant, as set out above.

3.9.93. Whilst a long-distance public bridleway route may equally be used by pedestrians, the ExA considers that, due to its distance and route type, a significant proportion of visitors who intend to follow all or part of the Three Shires Way promoted path are likely to be cyclists or equestrians, for whom personal safety concerns are less likely than those on foot. Furthermore, as a long-distance route of approximately 78kms [RR-0140], the proportion of the Three Shires Way's surroundings which would be visually altered by the proposed development would be limited. The ExA consequently considers that any harm in these regards is likely to be relatively minor.

3.9.94. The ExA agrees with the effects on long-distance routes identified by the applicant. The ExA therefore considers that the proposed development would result in a medium-term temporary moderate adverse effect on long-distance routes during construction and short-term temporary moderate adverse effect during the peak replacement phase of operation.

EXA'S CONCLUSIONS

3.9.95. The ExA agrees that the proposed development would have the residual and cumulative construction- and operation-phase economic benefits identified by the applicant at table 17.26 of [APP-054].

3.9.96. The ExA also agrees with the identified adverse effects set out in table 17.26 of [APP-054], except in respect of the proposed development's operation-phase effect on PRoW and permissive routes. As set out above, the ExA considers that the proposed development would have an additional long-term moderate adverse effect on the tourism and recreational use of PRoW within Sites D, F and G, which would not be sufficiently mitigated to reduce its effect.

3.9.97. The ExA considers that the proposed development would have a neutral effect on existing permissive access over the green lane through the proposed Site A in terms of socio-economic effects.

3.9.98. The ExA considers that the mitigation identified by the applicant for effects on PRoW does not acceptably reduce the identified adverse socio-economic impacts on the tourism and recreational use of PRoW during the proposed development's operational period.

3.9.99. The ExA agrees with the applicant that the proposed development would result in a medium-term temporary moderate adverse effect on long-distance routes during construction and short-term temporary moderate adverse effect on such routes during the peak replacement phase of operation.

3.9.100. The ExA concludes that, overall, the proposed development would not be in accordance with paragraph 2.10.42 of NPS EN-3, which makes clear that applicants are encouraged to design the layout and appearance of sites to ensure continued recreational use of PRoW where possible during construction, and in particular during operation of the site.

3.9.101. The ExA considers that the proposed development would additionally not be in accordance with section 12 (Achieving well-designed places) (paragraph 135f) of the NPPF, which sets out that planning decisions should ensure that developments create places that are safe, inclusive and accessible and which promote health and well-being, with a high standard of amenity for existing and future users, and where crime and disorder, and the fear of crime, do not undermine the quality of life or community cohesion and resilience.

3.9.102. The ExA additionally considers that the proposed development would not be in accordance with Policy CT2 of Plan:MK (2019), which sets out that sites should provide safe, suitable and convenient access for all users, as well as protecting and, where possible, enhancing PRoW.

3.9.103. The ExA considers the effect of the change on Human Health to be long-term minor adverse. This accords with the applicant's conclusions within paragraph 18.8.50 and table 18.13 of [APP-055].

3.9.104. Balancing the residual adverse effects with the identified benefits, socio-economic matters weigh a little against the making of the order.

3.10. TRAFFIC AND TRANSPORT

INTRODUCTION

3.10.1. In this section we consider the effects of the proposed development on traffic and transport.

3.10.2. Consideration is given below to:

- policy relevant to traffic and transport
- the application
- issues considered during the examination

3.10.3. The effects of the proposed development on public rights of way are considered within the Socio-Economic Impacts and Landscape and Visual sections of this recommendation, at 3.9 and 3.8.

POLICY AND GUIDANCE BACKGROUND

3.10.4. The following policy and guidance are relevant to the assessment of effects for traffic and transport.

NPS EN-1

5.14.1	All project phases can have a variety of impacts on the surrounding transport infrastructure and potentially on connecting transport networks, for example through increased congestion. Impacts may include economic, social and environmental effects.
5.14.5	If a project is likely to have significant transport implications, the applicant's Environmental Statement should include a transport appraisal.
5.14.7	The applicant should prepare a travel plan including demand management and monitoring measures to mitigate transport impacts. The applicant should also provide details of proposed measures to improve access by active, public and shared transport.
5.14.14	The Secretary of State may attach requirements to a consent where there is likely to be substantial HGV traffic that control numbers of HGV movements, make sufficient provision for HGV parking, and ensure satisfactory arrangements for reasonably foreseeable abnormal disruption.

5.14.18	Any substantial impacts on the surrounding transport infrastructure from a new energy Nationally Significant Infrastructure Project should be mitigated, including during the construction phase and by enhancing active, public and shared transport provision and accessibility.
5.14.21	The Secretary of State should only consider refusing development on highways grounds if there would be an unacceptable impact on highway safety, residual cumulative impacts on the road network would be severe, or it does not show how consideration has been given to the provision of adequate active public or shared transport access and provision.

NPS EN-3

2.10.35	Solar farm applications should consider the suitability of the access routes to the proposed site for both the construction and operation of the solar farm, with the former likely to raise more issues.
2.10.42	Sets out the need to ensure continued recreational use of public rights of way where possible during construction, and in particular during operation of the site.
2.10.139	In some cases, the local highway authority may request that the Secretary of State impose controls on the number of vehicle movements to and from the solar farm site in a specified period during its construction and, possibly, on the routeing of such movements particularly by heavy vehicles.
2.10.161	Once solar farms are in operation, traffic movements to and from the site are generally very light, in some instances as little as a few visits each month by a light commercial vehicle or car. Should there be a need to replace machine components, this may generate heavier commercial vehicle movements, but these are likely to be infrequent.

3.10.5. We have also had regard to the following local impact reports (LIR) to the extent that they are relevant to this topic:

- Milton Keynes City Council (MKCC) LIR [REP1-169]
- North Northamptonshire Council (NNC) LIR [REP1-171]
- West Northamptonshire Council (WNC) LIR [REP1-175]

3.10.6. The LIR refer to the following relevant development plan policies, to which we have also had regard:

- Policy CT2 of Plan:MK (2019)
- Policy E1 of the Lavendon Neighbourhood Plan (LNP) (2020)
- Policy HT1 of the LNP
- Policy HT2 of the LNP
- Policy 8 of the North Northamptonshire Joint Core Strategy (2016)
- Policy C1 of the West Northamptonshire Joint Core Strategy (WNJCS) (2014)
- Policy C2 of the WNJCS
- Policy C5 of the WNJCS
- Policy ST1 of the Settlements and Countryside Local Plan (Part 2) for Daventry District

3.10.7. We have also had regard to the policy contained in section 9 of the National Planning Policy Framework (2024) (NPPF) as a potentially important and relevant consideration.

THE APPLICATION

3.10.8. The impacts of the proposed development on transport and access are considered in the Environmental Statement (ES) Chapter 13 [REP2-003]. The chapter is supported by the following plan and appendices:

- Appendix 13.1: Transport and Access Assessment Tables [APP-150]
- Appendix 13.2: Transport Assessment [REP3-036] [REP3-039] [REP3-040]
- Appendix 13.3: Cumulative Schemes [APP-154]

3.10.9. The chapter is additionally supported by a number of figures and tables. These are listed in paragraphs 13.1.7 and 13.1.8 of the ES Chapter 13 [REP2-003].

3.10.10. The study area considered is presented in [APP-432]. The area is defined by identifying the likely routes to be used by worker and freight traffic travelling to and from the proposed development during its three phases. Proposed construction heavy goods vehicle (HGV) and abnormal indivisible load routes are assessed, and likely light goods vehicle (LGV) routes are considered.

3.10.11. Information sources used by the applicant in their assessments include desk-based and physical surveys. The assessment identifies that movements associated with the operation and maintenance phase are expected to be below those that may occur during the construction phase. The assessment of the proposed development's effects is consequently focussed on traffic movements during the construction phase.

3.10.12. The applicant considers that transport and access effects for the decommissioning phase would be largely the same as for the construction phase. Decommissioning phase effects are therefore not assessed in the ES Chapter 13 [REP2-003], with this approach confirmed in the Planning Inspectorate's adopted Scoping Opinion [REP1-035] on the application. An Outline Decommissioning Statement, secured by requirement 21 of the draft

Development Consent Order (dDCO) [REP7-005], provides for the production of a Decommissioning Traffic Management Plan.

3.10.13. The approach to initial sifting of road links is set out from paragraph 13.4.12 of [REP2-003], with a list of the potential transport and access effects considered provided at paragraph 13.4.18.

BASELINE

3.10.14. Baseline data is drawn from traffic survey information for highway links within the study area. The Strategic Road Network (SRN) and local A roads would form the primary routes for all vehicle movements, with local routes used for access to the sites where necessary.

3.10.15. Descriptions of local roads which may be used by traffic associated with the proposed development are set out within [REP2-003], together with their connections to SRN or other routes such as the A43, A14 or A45.

3.10.16. Automatic Traffic Count surveys were undertaken in 2024 in order to establish the baseline traffic conditions for the study area. Department for Transport data from 2022-2024 was used for some sections of the highway. A summary of vehicle movements on the roads from which immediate access to the proposed development would be taken is provided at table 13.6 of [REP2-003].

3.10.17. Details of Personal Injury Collisions on the local road network are provided at table 13.7 of [REP2-003].

3.10.18. Highway links considered to be of high sensitivity are set out at table 13.8 of [REP2-003]. Local public transport links are described from paragraph 13.6.73.

3.10.19. Embedded construction-phase mitigation is incorporated into the proposed development's design. This includes measures within the sites such as the provision of parking facilities within the construction compounds and a requirement for movements into and out of the sites to be in a forward gear. Measures outside the sites include the consideration of appropriate routes to and from each site for HGV movements, the use of road condition surveys prior to commencement and defined working days and times.

3.10.20. Embedded operation-phase mitigation measures include the use of a "staggered" approach to battery and panel equipment replacement, in order to minimise overall traffic effects.

CONSTRUCTION PHASE

3.10.21. A forecast of traffic movements which may be associated with the construction phase of the proposed development is provided at section 13.8 of [REP2-003]. The forecast assumes a 2-year construction programme.

3.10.22. Equipment used for construction would generally be delivered across the proposed development by a combination of articulated and rigid HGVs. A

DCO consent for a solar farm at Cottam, Lincolnshire is used to inform the forecast HGV numbers.

3.10.23. Average and peak daily projected HGV deliveries are set out in table 13.13 of [REP2-003]. An assessment of HGV traffic effects associated with the construction phase is provided at section 13.10.

3.10.24. Vehicle movements associated with construction worker travel are considered from paragraph 13.8.10 of [REP2-003]. The use of shuttle buses and vehicle sharing is proposed in order to minimise the number of construction worker vehicle movements. Construction worker shifts would be scheduled so that workers would not be arriving or departing any site during peak highway network hours of 0800-0900 and 1700-1800. The forecast daily construction worker traffic is set out at table 13.14 of [REP2-003].

3.10.25. Three compounds associated with the construction of the cable connections across the cable route corridor (CRC) would be provided. Each of the compounds would generate HGV, LGV and construction worker vehicle movements. Table 13.15 of [REP2-003] provides a forecast of these movements.

3.10.26. The provision of active public or shared transport access and provision for the proposed development is considered at section 6.6 of the Outline Construction Traffic Management Plan (oCTMP) [REP6-055]. This section requires that a Construction Worker Travel Plan (CWTP) is submitted to the LPAs for their approval, in consultation with the highway authority, prior to commencement of construction. The CWTP would aim to encourage construction workers to travel to the site using sustainable travel, where possible.

3.10.27. Requirement 15 of [REP7-005] provides for the detailed Construction Traffic Management Plan (CTMP) to be substantially in accordance with the oCTMP, and for it to be approved by the relevant planning authority prior to construction. The CWTP, being required by the oCTMP, must form part of the detailed CTMP to be approved. It is therefore also secured by requirement 15 of [REP7-005].

3.10.28. A summary of baseline traffic flows compared with the percentage change in traffic due to construction vehicles is set out at table 13.18 of [REP2-003]. Table 13.142 of [REP2-003] lists negligible to minor residual adverse construction-phase effects identified by the applicant to the following matters:

- severance of communities
- non-motorised user delay
- non-motorised user amenity
- fear and intimidation on and by road users
- road vehicle driver and passenger delay
- road user and pedestrian safety

3.10.29. The applicant concludes that the construction phase of the proposed development would not have a significant adverse effect on any part of the

study area in respect of traffic and transport effects. Additional mitigation measures are consequently not considered necessary by the applicant.

OPERATIONAL PHASE

3.10.30. The applicant anticipates that vehicle movements associated with maintenance of the proposed development during its operational phase would be infrequent and limited (paragraph 13.8.33 of [REP2-003]). It considers that such trips would generally be made by car or similar vehicle, at a frequency of fewer than one vehicle trip per day, per site [REP1-157].

3.10.31. The applicant expects elements of the site to require replacement over the 60-year lifetime of the proposed development. Paragraph 13.8.39 of [REP2-003] sets out that an indicative programme for replacement considers that all sites within the proposed development would be replaced over a 2-year period, approximately 30 years after their original construction. Replacement phases would result in vehicle trips associated with both the movement of workers and the transportation of equipment to and from each site.

3.10.32. Table 13.142 of [REP2-003] lists negligible to minor residual adverse operation-phase effects identified by the applicant to the following matters:

- severance of communities
- non-motorised user delay
- non-motorised user amenity
- fear and intimidation on and by road users
- road vehicle driver and passenger delay
- road user and pedestrian safety

3.10.33. The applicant concludes that the operational phase of the proposed development would not have a significant adverse effect on any part of the study area in respect of traffic and transport effects.

CUMULATIVE EFFECTS

3.10.34. The applicant's cumulative traffic and transport effects assessment is presented at section 13.13 of [REP2-003] and within section 25.8 and table 25.9 of [APP-062]. It considers the 2029 future year, which aligns with the expected end year of construction. No likely significant effects are anticipated to result from the proposed development in this regard.

ISSUES CONSIDERED DURING THE EXAMINATION

3.10.35. Based on the relevant representations and written and oral submissions made during the examination, the key issues relating to traffic and transport are:

- Construction phase traffic
- Projected vehicle trips, with particular regard to construction worker hotel availability and shuttlebus use
- Cumulative effects

CONSTRUCTION PHASE TRAFFIC

Congestion

3.10.36. MKCC [REP1-169], as highway authority for Site G, suggested amendments to Access G-1 [APP-448] to allow two vehicles to pass at the same time, to reduce the potential for highway congestion. It also requested a robust analysis of traffic effects on the A509 and A428 roads.

3.10.37. The applicant responded to these comments by:

- Submitting revised tracking drawings to be consistent with the proposed HGV routes [REP1-167]
- Highlighting measures for controls at access points, and that banksmen could be used at such points to manage movements leaving and entering the site [REP6-055]
- Providing vehicle numbers for Access CR24 on the A509 road [REP1-167]

3.10.38. Congestion resulting from construction traffic was a principal area of concern expressed by interested parties (IPs) with regard to traffic and transport matters. Such concerns included those raised in [RR-0173], [RR-0197], [RR-1232], [RR-1246], [RR-1247], [REP1-245] and [REP1-281].

3.10.39. Particular concern was expressed regarding the potential for congestion through or around Bozeat, Earls Barton, Olney, Lavendon, Mears Ashby (with particular reference to Highfield Road and Glebe Road) and Scaldwell.

3.10.40. The applicant responded within [REP1-161] and [REP2-048] as follows:

- the route choice for HGVs sought to avoid the most sensitive routes and was established through consultation with highway authorities
- an assessment of construction traffic and effects was provided within [REP2-003]
- [REP6-055] provides a framework for the management of construction vehicle movements to and from the proposed development, including access, routeing, trip generation and mitigation. This would ensure appropriate use by the vehicle numbers forecast over a temporary period
- the detailed CTMP is secured through requirement 15 of [REP7-005], and would be approved by the relevant planning authority in consultation with the relevant highway authority
- [REP6-055] includes a commitment to a CWTP
- a potential route for abnormal loads through Olney is set out within [REP3-040], as confirmed through table 7.1 of [REP3-036]. Such movements would be subject to approval, notices and conditions agreed with highway authorities and police to ensure their safe movement
- [REP1-167] provides further information on the site accesses for Green Hill D off Highfield Road

3.10.41. At Q3.10.1 of our Third Written Questions [PD-017] the Examining Authority (the ExA) queried the effect of traffic management measures on potential congestion on the SRN. The applicant responded in [REP6-061] that traffic

management would only be used where considered necessary and through agreement with the highway authorities, a process secured through [REP6-055]. The traffic management measures envisaged were not considered likely to have an impact on congestion and safety on other roads given the scale and duration of the measures.

HGV routes

3.10.42. The ExA requested further details of construction traffic routes at Q20.0.2 of its First Written Questions (ExQ1) [PD-007]. The ExA additionally sought further information on proposed HGV routes at issue specific hearing (ISH) 1 [EV2-002] [EV2-004] [EV2-006] [EV2-008].

3.10.43. WNC [REP1-175] queried whether a potential bias in HGV arrival and departure direction could occur in respect of the north sites in particular, depending on the origin of HGV deliveries.

3.10.44. The applicant responded in [REP2-049], [REP1-162] and [REP1-163] that:

- the source of components to be delivered was not known, but it was assumed that deliveries would use the SRN
- the HGV routes illustrated in [REP1-117] to [REP1-121] showed the prescribed HGV routes
- compliance to these routes and a Delivery Management System were set out in [REP6-055]
- amendments had been made to [REP6-055] to strengthen the approach to HGV route compliance. These comprised the keeping of records concerning the route taken by HGVs, actions to be taken where HGV routes were not adhered to and the provision of a telephone contact for members of the public to report suspected breaches of the designated HGV routes
- it had submitted a Transport and Access Routes Supporting Document to clarify proposed construction routes, including a drawing showing swept path analysis for permitted HGV movements only [REP1-167]
- the approach to the identification of HGV routes included site visits to the main proposed HGV routes with local authority highway officers, at which no significant issues were highlighted, and possible interventions required for Highfield Road, Mears Ashby

Parking

3.10.45. WNC stated in [REP1-175] that an assessment of likely parking requirements had not been provided, including any necessary HGV holding areas and whether the proposed construction vehicle parking would include worker and visitor car parking.

3.10.46. [REP1-265] queried whether arrangements should be made for HGV parking outside the hours of 0900-1530.

3.10.47. The ExA asked how the necessary parking had been calculated at Q20.0.21 of ExQ1, with particular reference to construction compounds near Earls Barton and Grendon.

3.10.48. The ExA noted the concern of host authorities regarding HGV parking or holding areas at Q2.16.2 of its Second Written Questions [PD-011]. It requested further details of how parking on the highway would be avoided. The ExA also asked about travel and parking arrangements at the sites at Q2.16.3 of [PD-011].

3.10.49. The applicant responded within [REP1-163], [REP2-048] and [REP3-074] that:

- sufficient parking would be provided in the construction compounds. It stated that the use of shuttlebuses proposed within [REP6-055] would reduce car parking demand at the compounds and that more shuttlebuses than the worst-case assessment could be provided if necessary
- [REP6-055] included management of deliveries to ensure that these would occur after 09:30 and before 16:30, and that if drivers were likely to miss their delivery slot, they would be instructed not to leave their depot, or to wait elsewhere and contact the undertaker
- it had signposted relevant information within the Examination Library. It set out that HGV holding areas were not considered to be required. It stated that all parking would take place off the highway in accordance with [REP6-055], and referred to the inclusion of parking provision arrangements within the CWTP, secured through [REP6-055]
- parking would be provided within each of the sites, in areas of Work No. 7 (temporary construction and decommissioning laydown areas) of [REP7-005] and shown on [REP6-003]. CRC workers would travel to one of the three CRC construction compounds before travelling by shuttle bus to their assigned work area. This strategy is set out within the assessment in [REP3-080]

Grendon

3.10.50. Particular concerns were raised regarding the proposed use of Main Road, Grendon by construction traffic. These included those within [REP1-234], [REP1-295] and [REP6-086]. Stop Green Hill Solar [RR-1248] raised concern that the highway passing Grendon primary school is narrow, and that there was no mitigation for peak school traffic times. Similar concerns were raised at ISH1 [EV2-002] [EV2-004] [EV2-006] [EV2-008], and at Open Floor Hearing 3 [EV10-002] [EV10-003].

3.10.51. The ExA asked how the proposed development would seek to minimise the scope for conflicts between highway users and to protect highway safety on Main Road, Grendon at Q20.0.4 of [PD-007].

3.10.52. In response, in [REP1-163], [REP2-048], [REP7-026] and at ISH1 [EV2-002] [EV2-004] [EV2-006] [EV2-008], the applicant:

- set out that an assessment of construction traffic was provided within [REP2-003]
- stated that a limited number of construction worker journeys was anticipated to be made through Grendon
- stated that HGV routes had been selected to avoid passing local schools

- confirmed that the HGV construction route did not pass through Grendon, and that [APP-553] would be updated with more specific provisions such as the avoidance of school traffic times
- subsequently amended paragraph 6.1.2 of [REP1-145] to provide for construction workers to be advised of local schools in the vicinity of access points and to be requested not to travel past these during peak school traffic times
- stated that the Yardley Road, Grendon construction compound access would not be used by HGVs, and signposted school traffic and sports facilities timing provisions within [REP6-055]

3.10.53. The final Statements of Common Ground (SoCG) [REP7-030] [REP7-032] [REP7-034] between the 3 host authorities and the applicant record agreement on all transport and access matters, including methodology, HGV routes, site and CRC accesses and impacts.

3.10.54. The final SoCG [REP7-040] between National Highways and the applicant records agreement on all traffic assessment matters, including the construction phase traffic assessment approach, trip distribution and abnormal loads.

ExA's conclusion on construction phase traffic

3.10.55. The ExA acknowledges the concerns of local communities on this matter. However, given the evidence before us, observations at our site inspections and the agreement of the local highway authorities and National Highways that there would be no severe effects, the ExA is satisfied that the residual cumulative impacts of the proposed development's construction on the road network would not be severe.

PROJECTED VEHICLE TRIPS

3.10.56. A number of parties queried the applicant's assessment of vehicle trips associated with the proposed development. These included the host authorities within [REP1-169], [REP1-171] and [REP1-175], and IPs within [REP1-232] and at ISH5 [EV12-002] [EV12-004] [EV12-006]. Concerns were raised that:

- a robust analysis of traffic impact and justification should be provided, as it was unclear where construction workers were more likely to be accommodated and how many shuttle buses would be required
- a sensitivity analysis should be undertaken using more conservative assumptions about hotel availability and worker transport modes
- a fuller explanation of HGV trips should be provided
- the assessment of worker trips should be based on the confirmed availability of accommodation in local hotels
- the figures used in the assessment of vehicle movements may be incorrect
- there were differences in the estimations of vehicle trips between the proposed development and other schemes

3.10.57. Within [REP2-048] [REP2-049], [REP2-055] and [REP6-074] the applicant:

- responded with signposting to documents providing further information on vehicle trips, including [REP6-055]
- responded referring to arrangements for the control of worker movements within [REP6-055]
- stated that the 50% figure for worker use of shuttle buses was usual, referring to other schemes
- set out its conservative estimate of approximately 1,890 available hotel rooms for workers once the highest known occupancy rates had been applied, which it considered to provide sufficient accommodation space
- provided a Transport and Access Technical Note in [REP2-055] which discussed the results of a sensitivity test undertaken to ascertain the effects of a concurrent traffic peak for all teams associated with the CRC. The assessment concluded that up to 5 teams operating at peak capacity would not result in a significant adverse effect on any part of the study area
- set out its view that its assessment had appropriately considered the realistic worst-case scenario for transport effects

3.10.58. There were still some outstanding concerns from IPs on the matter of vehicle trips at the close of the examination.

3.10.59. WNC later stated in [REP4-035] that trip rates were agreed following clarification and evidence of the proposed shuttle bus arrangements, and that it considered the matter resolved. It considered that the applicant's approach was consistent with similar projects, and that the trip generation and distribution set out in the Transport Assessment (TA) could be agreed.

3.10.60. MKCC set out in [REP3-085] that the submission of additional information giving more detail on shuttle buses and control of travel times had addressed its points regarding the effect of available hotel accommodation and level of shuttle bus use on highway capacity. As a result, it considered that the proposed development would not generate an excessive level of traffic within the Milton Keynes area.

3.10.61. NNC's final SoCG [REP7-030] with the applicant records that all traffic and transport matters are agreed.

3.10.62. National Highways' final SoCG [REP7-040] with the applicant records agreement on the applicant's approach to the assessment of construction phase traffic, use of proxy site data, traffic generation calculations and trip distribution details.

ExA's conclusion on projected vehicle trips

3.10.63. The ExA is content that the applicant has assessed the proposed development's transport and traffic effects on a reasonable worst-case basis. The ExA also notes the agreement of the local highway authorities and National Highways on the matter. Overall, the ExA is satisfied that the applicant's assessment of vehicle trips is robust.

CUMULATIVE EFFECTS

3.10.64. Concerns regarding the cumulative traffic and transport effects of the proposed development with other developments are expressed in representations including [RR-0768] [RR-1222] and [RR-1248].

3.10.65. The applicant responded to these concerns within [REP1-161] (at Mho-008 and SGHS-051) that the cumulative effects assessment within [REP2-003] had been carried out in accordance with regulations and advice. It therefore considered that the mitigation measures set out across the ES account for anticipated cumulative effects. It stated that the oCTMP [REP6-055] ensured that construction traffic would not exceed what had been assessed. It stated that another application referred to had been included in the Transport Analysis in [APP-154], and that the TA [REP3-036] [REP3-039] [REP3-040] considered the cumulative schemes proposed in the local area.

3.10.66. The final SoCG between NNC [REP7-030], WNC [REP7-032] and MKCC [REP7-034] and the applicant all record agreement on the examination and assessment of cumulative effects, including that the application takes account of all relevant potential cumulative effects.

ExA's conclusion on cumulative effects

3.10.67. The ExA acknowledges the concerns raised regarding the proposed development's potential cumulative effects. Taking the evidence and the position of the host authorities into account, the ExA considers that the proposed development would have no likely significant cumulative effects with regard to traffic and transport matters.

CONCLUSIONS

3.10.68. We acknowledge the concerns raised by IPs on the issue of traffic and transport. However, noting the evidence as a whole, observations at our site inspections and the positions of the three host authorities and National Highways on the issue, we agree with the residual negligible to minor adverse effects on traffic and transport identified in the ES Chapter 13 [REP2-003].

3.10.69. We are satisfied that the proposed development would have no severe residual cumulative impacts on the road network. We consider that the proposed development's effect on highway safety would be acceptable.

3.10.70. We additionally consider that the assessment of vehicle trips is satisfactory, and that sufficient consideration has been given to the provision of adequate active public or shared transport access and provision at the proposed development.

3.10.71. We consequently consider that, overall, the proposed development would comply with the relevant policies in the NPSs, and with the relevant development plan policies identified above in respect of traffic and transport.

3.10.72. The residual adverse effects identified in the applicant's assessment at table 13.142 of [REP2-003] would undoubtedly cause some disturbance to local communities. Whilst these effects are not significant, a number of them could occur concurrently and disruption could be caused over a considerable period. The ExA considers that this should weigh against the proposed development.

3.10.73. The ExA consequently considers that effects on traffic and transport weigh a little against the making of the order.

3.11. OTHER ENVIRONMENTAL MATTERS

INTRODUCTION

3.11.1. In this section we cover the following other environmental matters which were not identified as main topics for examination in our IAPI:

- Air quality
- BESS fire safety
- Electromagnetic fields
- Ground conditions and contamination
- Human health
- Major accidents and disasters
- Minerals
- Noise and vibration
- Waste

AIR QUALITY

3.11.2. In this section we consider the effects of the proposed development on air quality.

POLICY AND GUIDANCE BACKGROUND

3.11.3. The following policy and guidance are relevant to the assessment of effects for air quality.

NPS EN-1

4.12.6	Regulation of releases under the pollution control framework.
4.12.15	Grounds for refusal based on pollution.
5.2.2	Legal limits, national objectives and targets.
5.2.9	Matters that the Environmental Statement (ES) should describe.
5.2.10	Fine particulate regulations and associated guidance.
5.2.12	Breaches and ability to achieve compliance.

5.2.13	Mitigation measures for operational and construction emissions.
5.2.16	Weight given to a deterioration in air quality and any breaches.
5.2.17	Weight given if near a sensitive receptor site.
5.2.18	Grounds for refusing consent: sensitive receptor sites.
5.2.19	Grounds for refusing consent: a statutory limit, objective or target.

Local Policies

3.11.4. The LIRs provided by NNC [REP1-171] and MKCC [REP1-169] identified the following relevant local polices:

North Northamptonshire Joint Core Strategy 2011- 2031 (2016)

- Policy 4 – Biodiversity and geodiversity
- Policy 8 – Place shaping principles

West Northamptonshire Joint Core Strategy Plan Part 1 (2014)

- Policy S10 – Sustainable development principle.
- Policy BN9 – Planning for pollution control

Northampton Local Plan Part 2 (2023)

- Policy Q3 – Carbon reduction, community energy networks, sustainable design and construction and water use
- Policy Q4 – Health and Wellbeing

Milton Keynes Local Plan (2019)

- Policy EH7 – Promoting healthy communities
- Policy NE6 – Environmental Pollution, Air Quality
- Policy SC1 – Sustainable construction

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3.11.5. ES Chapter 16 [APP-053] assesses the impact of the proposed development on air quality.

3.11.6. The assessment considers the likely impacts at construction, operation and decommissioning phases of the proposed development and includes consideration of baseline conditions, embedded mitigation measures, assessment of likely significant effects and residual and cumulative effects.

3.11.7. Matters of BESS fire emissions are covered within the following BESS fire safety section of this report.

3.11.8. The applicant's assessment identifies no likely significant effects for human or ecological receptors for any phase of the scheme once embedded

mitigation is taken into account and concludes that no additional air quality related mitigation measures are required. The assessment also concludes that there are no likely significant in-combination or cumulative effects.

ISSUES CONSIDERED DURING THE EXAMINATION

3.11.9. Many of the concerns raised during the examination in relation to air quality related to the potential impacts should a fire occur at the BESS site. These matters have been addressed in the BESS Safety section of this report.

3.11.10. Within the final Statements of Common Ground between the applicant and the LPAs [REP7-030], [REP7-032] and [REP7-034] it has been confirmed that the findings of ES Chapter 16: Air Quality, are considered acceptable.

CONCLUSIONS

3.11.11. The ExA is content that the applicant has sufficiently demonstrated that there would be no harmful impacts in terms of air quality arising as a result of any of the phases of the development and accept the findings of the applicant's assessments in [APP-053]. As such, there is compliance with the requirements of NPS EN-1 in this regard.

3.11.12. Taking all relevant matters into consideration, the ExA concludes that air quality matters are neutral in the planning balance.

BESS FIRE SAFETY

3.11.13. In this section we consider the effects of the proposed development on Battery Energy Storage System (BESS) fire safety, with regard to effects on human health and water environment receptors.

3.11.14. The potential effects of a BESS fire on the nearby Special Protection Area and Ramsar site are considered at chapter 4 of this recommendation, with effects on Sites of Special Scientific Interest considered at section 3.4.

POLICY AND GUIDANCE BACKGROUND

3.11.15. The following policy and guidance are relevant to the assessment of BESS fire safety.

NPS EN-1

4.4	Assessment principles for effects on human health.
5.2.1	Construction, operation and decommissioning phases of energy infrastructure development can have adverse effects on air quality.
5.2.3	Air quality considerations for energy infrastructure schemes.
5.2.8-9	Sets out when air quality impacts should be assessed.
5.2.12-13	Appropriate air quality mitigation measures should be secured where necessary.

5.2.16	The Secretary of State should give air quality considerations substantial weight where a project would lead to a deterioration in air quality.
5.8.15	Sets out minimum requirements for flood risk assessments.
5.11	Any risks arising from land contamination should be managed such that the site is suitable for use following development.

Local Policies

3.11.16. The LIR provided by NNC [REP1-171] identified the following relevant policy:

- North Northamptonshire Joint Core Strategy Policy 5 (Flood Risk)

THE APPLICATION

3.11.17. The proposed development includes a BESS at Green Hill BESS, with an option to install an additional BESS at Green Hill C. The two locations are shown on the Works Plan [REP6-003]. The battery storage technology would comprise a lithium-ion battery cell type.

3.11.18. ES Chapter 10: Hydrology, Flood Risk and Drainage [REP6-007] considers a potential impact to the local water environment from diffuse pollution resulting from fire during operation.

3.11.19. ES Chapter 16: Air Quality [APP-053] considers potential impacts from BESS fire emissions to human and ecological receptors within the relevant study area during the operation and maintenance phases of the proposed development.

3.11.20. ES Chapter 18: Human Health [APP-055] considers the potential impact of a BESS fire on air quality during operation.

3.11.21. ES Chapter 22: Ground Conditions and Contamination [REP1-025] considers potential impacts to controlled waters, future use and the built environment, and ecology and sensitive land uses from a battery fire during construction and operation.

3.11.22. All four chapters (10, 16, 18 and 22) conclude that residual effects of the above potential impacts would not be significant.

3.11.23. BESS fire emissions modelling [APP-167] assesses the potential for a BESS thermal runaway incident to affect sensitive receptors within a 1km radius of the potential BESS locations. Effects of BESS fire emissions on human health and visibility on the local road network are assessed. The assessment concludes that a BESS fire would not have significant effects at the closest receptor locations.

3.11.24. BESS fire emissions study area receptors and modelled BESS locations are set out at [APP-462].

3.11.25. An outline Battery Storage Safety Management Plan (oBSSMP) [REP5-075], secured through requirement 6 of the draft Development Consent Order (dDCO) [REP7-005], explains how BESS fire and explosion risks would be reduced, and how these hazards would be managed should they occur. The oBSSMP would be secured by requirement 6 of the dDCO [REP7-005], in consultation with Northamptonshire Fire and Rescue Service (NFRS) and the Environment Agency (EA).

ISSUES CONSIDERED DURING THE EXAMINATION

3.11.26. A number of representations expressed concern regarding fire safety risk associated with the provision of BESS within the proposed development. These include submissions made at Issue Specific Hearing (ISH) 2 [EV4-002] [EV4-004] [EV4-006], [REP1-187], Appendix CT-D of [REP1-193] and [REP5-128], raising the following points:

- that the United Kingdom had no safety standards or regulations in place for BESS
- that lithium-ion batteries had the potential for fire and explosion, which had happened in an incident in Liverpool
- full details of the BESS should be specified
- the indicative layouts of the BESS were vague
- there would be a large amount of flammable material contained on the site
- whether 24 hours' worth of firewater would be required
- fire/plume tests conducted by Wartsila in Ohio in 2023 referred to by the applicant had not been peer reviewed, and assumed that the fire was limited to one container. The proposed development shows containers close together so there is concern that a fire within one could spread to others
- the 1km area assessed in modelling was considered inadequate
- most BESS fires contain dangerous ultrafine particles which can be absorbed by the brain and which do not appear to have been addressed in the BESS safety provisions
- a BESS fire at Moss Landing in California contained heavy metal oxides which spread for 6-7kms from the heart of the fire
- there was no reference to consultation with the Health and Safety Executive in the oBSSMP [REP5-075]
- lithium-based systems are highly sensitive to moisture ingress and can pose serious risks of fire or explosion in flood conditions
- that the proximity of the proposed BESS with others would create a significant public safety risk
- the Fire and Rescue services require two separate points of access to a BESS site in case one was blocked
- the application would situate a BESS within Flood Zones 2 and 3 without a proper assessment

3.11.27. The applicant responded within [REP2-048], [REP3-075], [REP3-076], [REP4-021] and [REP4-022] as follows:

- drainage and pollution control arrangements associated with the BESS infrastructure are described in [REP5-031]
- site-specific modelling within [REP1-057] showed that the BESS compound was wholly within Flood Zone 1
- the oBSSMP [REP5-075] covers key BESS enclosure design features and testing and safety requirements included in the revised National Fire Protection Agency (NFPA) 855 (2026) standard
- the relevant planning authority would be required to consult NFRS and the EA before the oBSSMP was finalised
- the applicant has ensured that site design is fully compliant with National Fire Chiefs Council guidance
- the applicant and NFRS had signed a Statement of Common Ground (SoCG) [REP2-063] which demonstrated that the applicant had followed all key BESS safety guidance and had fully assessed risks
- the applicant had worked with NFRS to ensure that emergency access routes were appropriate
- an independent Fire Protection Engineer specialising in BESS would validate all modelling data
- the oBSSMP documents the results of the Plume Study commissioned to validate BESS site locations. This found that all emissions at receptor locations were below all relevant public health exposure limit guidelines
- the Wartsila test referenced in the Plume Study was third party validated test data conducted to the most rigorous testing protocols and data capture requirements
- Air sampling from previous BESS fire incidents has found that off-site contaminant concentrations did not pose a public health risk
- the oBSSMP set out that, at the detailed design stage, a BESS system and site-specific Plume Analysis study would be conducted to assess the environmental impact of a site incident
- risk analysis at the detailed design stage would demonstrate that the risk from a BESS failure incident would be very low
- there was no validity to the claim that 24 hours' firefighting water would be required for a BESS failure incident
- NFRS would be expected to employ a defensive boundary-cooling strategy
- the Emergency Response Plan produced at the detailed design stage would incorporate all necessary procedures and actions
- cumulative effects assessment and mitigation measures for each environmental topic were set out in each of the ES chapters
- BESS incidents referred to pre-dated NFPA 855 standards, and this is no longer a credible safety concern
- the Liverpool BESS fire was not a relevant example because guidance discourages the discharge of firefighting water supplies within BESS enclosures
- the type of battery in the Moss Landing BESS fire would not be used at the proposed development
- the inclusion of the Health and Safety Executive as a consultee on the detailed BSSMP was not envisaged

3.11.28. Automatically closing valves would be installed at BESS drainage outfalls. These would isolate the drainage system if triggered by fire detection systems, and would allow BESS firewater to be contained for later disposal or treatment. The use of the valves was considered at examination, including through our questions at ExQ3 [PD-017], ISH1 [EV2-002] [EV2-004] [EV2-006] [EV2-008] and through EA comments, including in [RR-1224] and [REP1-185]. Concerns raised included the following matters:

- self-actuating valves were not mentioned in the drainage strategy covering report
- it should be made clear in the documents that any check valves would be closed automatically in the event of a battery system fire
- whether there would be safeguards to ensure there was a back-up option in case of a power failure, either with a manual close or a default shut position
- the reliability of the proposed valves
- the Outline Operational Environmental Management Plan (oOEMP) [REP6-043] should include ongoing maintenance and testing of valves as, when not operated for a long period of time, these had been known to seize up and be inoperable at times of emergency

3.11.29. The applicant stated in response, within [REP1-161], [REP1-162], [REP2-050] and [REP6-061] that:

- terminology across the relevant documents was updated
- existing commitments in [REP5-075] and [REP5-021] secured automatic closure of the valves on activation of the fire detection system
- the valves would be specified, at detailed design stage, to default to the closed position in the event of power loss, with a manual means of isolation included
- automatic pollution control valves and drain isolation devices are established components of UK industrial drainage systems and are used for firewater containment and pollution prevention
- such devices are typically designed on failsafe principles, with the default position under loss of power or fault conditions being closed. They are subject to manufacturer certification, commissioning and routine inspection and maintenance
- the detailed specification, testing and maintenance regime for the BESS isolation system would be secured through the drainage design approval process under requirement 11 of the dDCO [REP7-005]
- to address the EA's concerns regarding valve reliability, the proposed development would adopt shut-off valves with proven performance supported by an inspection and testing regime, secured through [REP6-043] and requirement 14 of the dDCO [REP7-005]

3.11.30. Dedicated firewater tanks would be included in the BESS design. The issue of firewater disposal was also considered at examination, including through our questions at ExQ1 [PD-007] and comments from the EA [RR-1224]. Concerns raised included that:

- firewater from the BESS posed an unacceptable risk to water environment receptors and would deteriorate water quality unless contained sufficiently
- the description of the firewater system at the BESS was not consistent and may pose a risk to the water environment

3.11.31. The applicant responded within [REP1-161] that:

- The oBSSMP stipulated that the applicant would ensure that drainage capture systems for both boundary cooling water runoff and direct suppression system water runoff must be fully contained and tested before appropriate post-incident actions were taken
- the design intent was that all BESS compounds would incorporate a fully contained drainage system to prevent uncontrolled release of firewater
- the applicant would ensure that terminology was consistent across the relevant documents
- arrangements for BESS firefighting water were provided in [REP1-053] and [REP5-031]

3.11.32. The SoCG between the EA and the applicant [REP7-036] records agreement on all matters including BESS drainage and firewater containment (pending some further details) at the examination's close.

CONCLUSIONS

3.11.33. We are satisfied that, with the implementation of secured mitigation, the proposed development of Green Hill BESS and Green Hill C BESS would not result in adverse effects on fire safety during their construction and operation, and that further mitigation would be submitted for approval prior to the decommissioning of the proposed development.

3.11.34. Taking all relevant matters into consideration, the ExA concludes that BESS fire safety matters are neutral in the planning balance.

ELECTROMAGNETIC FIELDS

3.11.35. In this section we consider the effects of the proposed development on electromagnetic fields (EMF).

POLICY AND GUIDANCE BACKGROUND

3.11.36. The following policy and guidance are relevant to the assessment of effects for EMF.

NPS EN-5

2.9.46	Potential EMF effects.
2.9.48-49	Health protection guidelines concerning EMFs.
2.9.51 and 2.11.13	Levels of EMFs at sites.
2.9.54-55	Advice and guidelines on EMFs.

2.10.12	EMF mitigation.

Local Impact Reports

3.11.37. The LIR provided by MKCC [REP1-169] stated that the Council had no comments to make regarding EMF, subject to appropriate requirements. The LIRs provided by NNC [REP1-171] and WNC [REP1-175] did not refer to the issue of EMF.

THE APPLICATION

3.11.38. ES Chapter 21 [APP-058] assesses the impact of the proposed development on EMF. The chapter is supported by Appendix 21.1 (High-Level Electromagnetic Field Assessment) [APP-173].

3.11.39. The assessment concludes that, with the proposed embedded mitigation and the implementation of well-established industry good practices, the proposed development would not result in any significant adverse EMF effects on human health.

3.11.40. Effects of EMF upon fish and aquatic life are considered in ES Chapter 9 [REP6-013]. This concludes that there would be no residual effects on fish species from EMF.

ISSUES CONSIDERED DURING THE EXAMINATION

3.11.41. The SoCG [REP7-036] between the EA and the applicant records engagement from the EA on the issue of the impacts of EMF on migratory fish species. The EA required appropriate measures to be put in place by the applicant to ensure that no detectable EMF resulted from the installation of underground cables within the wetted area of an inland waterbody.

3.11.42. The applicant responded that a precautionary approach to mitigation had been taken, whereby all cables crossing the River Nene would be buried to a minimum depth of 5 metres, to minimise the risk of adverse impacts. It stated that a commitment to calculate and respond to EMF levels was secured within [REP7-015].

3.11.43. The EA subsequently agreed with the applicant's approach within [REP7-015] following further discussion on the issue, and on the basis that it would be consulted at detailed design stage.

3.11.44. Concerns regarding the potential effects of EMF on health and soil degradation were raised by interested parties, including in [RR-0351], [RR-0574], [RR-0592], [RR-0666], [RR-0796] and [RR-1232].

3.11.45. The applicant responded as follows:

- it had assessed the likely impact of EMF on health from the proposed development to be negligible in [APP-055]
- no significant adverse effects on the environment from EMF had been identified in [APP-058]

- an additional precautionary assessment of effects to aquatic species was undertaken in [REP6-013] and found low risk of adverse effects on sea trout, which may be significant at the Local level
- it considered that there was no evidence that EMF would cause a change of chemical composition of soil and irreparable damage to microbes. Thus, the assessment of impact from cable heat on soils was scoped out
- it stated that no person would be exposed to EMF for more than transient movement, and that there was no evidence that short-term exposure to EMF at the reference level was harmful to long-term physical health

CONCLUSIONS

3.11.46. The ExA is content that the proposed development would not result in any significant adverse effects associated with EMF on sensitive receptors. The ExA is satisfied that concerns raised by the EA regarding potential effects of EMF on fish have been addressed and that relevant provisions within the oCEMP [REP7-015] are adequately secured by requirement 13 of the dDCO [REP7-005].

3.11.47. Taking all relevant matters into consideration, the ExA concludes that EMF matters are neutral in the planning balance.

GROUND CONDITIONS AND CONTAMINATION

3.11.48. In this section we consider the effects of the proposed development on ground conditions and contamination.

POLICY AND GUIDANCE BACKGROUND

3.11.49. The following policy and guidance are relevant to the assessment of effects for ground conditions and contamination.

NPS EN-1

4.12.9	The Secretary of State should focus on whether the development itself is an acceptable use of the land or sea, and the impact of that use.
5.11.13	Applicants should identify any effects and seek to minimise impacts on soil health and protect and improve soil quality taking into account any mitigation measures proposed.
5.11.17	Applicants should ensure that a site is suitable for its proposed use, taking account of ground conditions and any risks arising from land instability and contamination.

NPS EN-3

2.10.34	Applicants are encouraged to develop and implement a Soil Resources and Management Plan which could help to use and manage soils sustainably and to minimise adverse impacts on soil health and potential land contamination.

Local Policies and Local Impact Reports

3.11.50. The LIR provided by NNC [REP1-171] identified the following relevant local policies:

- Policy 6 of the North Northamptonshire Joint Core Strategy (NNJCS) – Development on Brownfield Land and Land Affected by Contamination

THE APPLICATION

3.11.51. ES Chapter 22 [REP1-025] assesses the impact of the proposed development on ground conditions and contamination.

3.11.52. For most receptors the assessment concludes that, with the proposed embedded mitigation measures, the proposed development would have no significant residual effects on ground conditions and contamination considerations.

3.11.53. For future use and the built environment, additional mitigation (potential radon protection measures in some areas of the proposed development) would be required to reduce the effects to be not significant.

3.11.54. The assessment identifies no likely significant cumulative effects to arise from the proposed development's effect with other developments in respect of ground conditions and contamination.

ISSUES CONSIDERED DURING THE EXAMINATION

3.11.55. The following concerns were raised by the EA [RR-1224] and others [RR-0424], [RR-0828], [RR-0841] and [REP6-094] during examination:

- a requested review of the applicant's definitions of groundwater receptors
- requested further information regarding effects to the principal aquifer
- that potential sources of contamination should be reviewed
- the potential for contamination from cleaning materials or chemicals
- potential impacts on groundwater and soil health
- potential contaminants from panel materials
- potential unexploded ordnance
- a perceived need to import topsoil at Green Hill G
- degraded cabling left in situ could cause high levels of copper in the soil, with adverse effects on agriculture
- galvanised steel piles are zinc-coated, which could corrode and harm soil health

3.11.56. The applicant responded in [REP1-161], [REP2-048] and [REP7-028] that:

- [REP1-025] set out and defined groundwater receptors
- these receptors were assessed in [REP5-081]
- [REP7-015] contained commitments regarding ground conditions
- [APP-100], [APP-101], [APP-102], [APP-104], [APP-105], [APP-106], [REP5-021], [REP5-027], [REP5-029], [REP5-023], [REP5-025] and [REP5-031] assessed potential effects on water receptors

- [REP6-007] set out mitigation through the embedded drainage design
- site-specific geology and borehole data had been added for all sites, set out in [REP1-081] [REP1-083] [REP1-085] [REP1-087] [REP1-089] [REP1-091] [REP1-093] [REP1-095] [REP1-097] [REP1-099] [REP1-101] [REP1-103] and [REP1-105]. PFAs and landfill had also been discussed in these documents, and amendments had been made to them
- wording on airfield location had been amended in [REP1-081]
- a Discovery Strategy was to be implemented if suspected landfill material were encountered, set out in [REP7-015]
- panels would be cleaned with water [REP6-043]
- [REP1-025] assessed and provided mitigation measures for potential leakages of fuels and chemicals and for contamination to groundwater, with no potential significant adverse effects identified in these regards
- sites would be regularly inspected, ensuring early detection and rectification of issues
- real-time monitoring systems would track the performance of panels
- [REP1-025] acknowledged that Green Hill G had potential unexploded ordnance and risk management measures in this regard were contained in [REP7-015]
- it did not believe there would be a need to import topsoil at Green Hill G
- [REP6-011] set out arrangements for the decommissioning of cables. Decommissioning would be addressed in [REP6-045]
- soil mitigation approach and management measures were set out in [REP6-053]
- areas which would need a recovery period following decommissioning were set out in table 3 of [APP-571]
- underground cables would employ high-quality, durable sheathing and insulation materials, secured within [REP6-043]
- cables would be left in situ or removed, outlined in [REP6-011] and [REP6-045]
- the coating of piles would be determined at detailed design, and informed by ground investigation surveys
- [REP6-053] sets out mitigation strategy, approach and measures

3.11.57. The ExA queried the applicant's assessment of groundwater sensitivity in Q8.0.13 of ExQ1 [PD-007].

3.11.58. The applicant responded to ExQ1 in [REP1-163] that the difference in terminology used between ES chapters in this regard reflected phrasing rather than any inconsistency in baseline data or assessment approach. It additionally updated the relevant ES chapter [REP6-007] for clarity.

3.11.59. The final SoCG [REP7-036] between the EA and the applicant records agreement on all ground conditions and contamination matters.

3.11.60. NNC's LIR [REP1-171] stated that, subject to the proposed requirements, the proposed development would be in general compliance with Policy 6 of the NNJCS, and its impact in terms of ground conditions was considered to be neutral.

3.11.61. The LIR provided by MKCC [REP1-169] stated that the Council had no comments to make with regard to ground conditions and contamination, subject to appropriate requirements. The LIR provided by WNC [REP1-175] identified no significant effects in respect of ground conditions and contamination.

CONCLUSIONS

3.11.62. The ExA is content that any impacts from the proposed development on soil health would be minimised and that soil quality would be protected, taking into account the mitigation measures proposed, in accordance with paragraphs 5.11.13 and 5.11.17 of NPS EN-1.

3.11.63. Taking all relevant matters into consideration, the ExA concludes that ground conditions and contamination matters are neutral in the planning balance.

HUMAN HEALTH

3.11.64. In this section we consider the effects of the proposed development on human health.

POLICY AND GUIDANCE BACKGROUND

3.11.65. The following policy and guidance is relevant to the assessment of effects on human health:

NPS EN-1

4.1.7	Weighing residual adverse effects on human health against benefits.
4.4.4	Adverse health impacts and mitigation measures.
4.4.6	Local improvements to encourage health and wellbeing.
4.4.7	Mitigation of health impacts by separate regulation.
4.4.8	Health concerns and requirements.
4.12.2	Pollution control and impacts to human health.

Local Policies

3.11.66. The LIRs provided by NNC [REP1-171], WNC [REP1-175] and MKCC [REP1-169] identified the following relevant local policies:

North Northamptonshire Joint Core Strategy 2011- 2031 (2016)

- Policy 8 – Place shaping principles

West Northamptonshire Joint Core Strategy Plan Part 1 (2014)

- Policy BN9 – Planning for pollution control

Northampton Local Plan Part 2 (2023)

- Policy NE6 – Environmental Pollution

THE APPLICATION

3.11.67. ES Chapter 18 [APP-055] assesses the impact of the proposed development on human health. It is supported by Appendix 18.1: Human Health Legislation, Policy and Guidance [APP-169] and figures 18.1 – 18.3 [APP-467] to [APP-469]. The assessment was carried out in line with relevant planning policy and industry guidance for assessing likely effects of the scheme on human health.

3.11.68. The assessment takes into account impacts on the social environment, including leisure and recreation facilities, impacts on the economic environment in relation to employment and education, impacts on the bio-physical environment and impacts on the institutional and built environment. ES Chapter 18 also takes into consideration the assessments carried out in Chapter 7: Climate Change [APP-044], Chapter 8: Landscape and Visual Impact [APP-045], Chapter 10: Hydrology, Flood Risk and Drainage [REP6-007], Chapter 13: Transport and Access [REP2-003], Chapter 14: Noise and Vibration [APP-051], Chapter 16: Air Quality [APP-053], Chapter 17: Socio-economics, Tourism and Recreation [APP-054], Chapter 21: Electromagnetic fields [APP-058], Chapter 22: Ground Conditions and Contamination [REP1-025] and Chapter 23: Major Accidents and Disasters [APP-060].

3.11.69. The applicant's assessment identifies the study area for determining baseline conditions for human health, which is based on Zones of Influence (ZOI) of 2km surrounding the outermost extent of the Order Limits, and all areas within. Table 180.4 shows the study area data areas used. The baseline also included data gathered from a number of other sources including the Office for National Statistics (ONS), Department for Communities and Local Government (DCLG), Department for Work and Pensions (DWP) and local strategic needs assessments.

3.11.70. The baseline conditions are set out in section 18.6 of [APP-055] and the assessment considered the impacts throughout the construction, operation and decommissioning phases, as well as a future baseline scenario where the scheme did not go ahead.

3.11.71. Embedded mitigation measures have been proposed and detailed within the oCEMP [REP7-015], Outline Skills Supply Chain and Employment Plan (oSSCEP) [APP-552], Outline Construction Traffic Management Plan (oCTMP) [REP6-055], oPRoWPPMP [REP6-033], Outline Landscape and Ecological Management Plan (oLEMP) [REP6-047], Outline Operational Environmental Management Plan (oOEMP) [REP6-043], and Outline Decommissioning Statement (oDS) [REP6-045]. They would involve flexibility in construction timescale to avoid intensity of peak activity, suitable buffers from roads, PRoWs, recreational facilities and buildings, and the provision of a Community Liaison Manager as well as the other forms of mitigation. There is also the opportunity to enhance skill levels, local recruitment and the provision of additional enhanced connectivity across the landscape.

3.11.72. Section 18.8 of [APP-055] details the likely effects of the proposed development on various matters that could have human health implications and concludes overall that there would be likely significant adverse effects on human health receptors in terms of health and social care receptors during construction. As such, section 18.9 details the additional mitigation measures proposed to manage these effects and these would be secured by the dDCO [REP7-005] in relation to the oCEMP, oCTMP, oLEMP, oOEMP, oSSCEP and oDS.

3.11.73. In terms of residual effects on human health following the implementation of embedded and additional mitigation measures, these range from minor beneficial effects and minor adverse effects as detailed in table 18.13. The assessment concludes that the scheme is not anticipated to generate any significant residual effects to human health.

3.11.74. A number of other projects have been considered within the assessment to identify any cumulative effects. Table 18.12 lists these projects. The assessment does not identify any cumulative or in-combination effects that would be significant in EIA terms.

3.11.75. [APP-055] concludes with table 18.1 which provides a summary of residual effects for human health including embedded mitigation and, where required, additional mitigation measures.

ISSUES CONSIDERED DURING THE EXAMINATION

3.11.76. In the LIR provided by MKCC [REP1-169] it was noted by the Council that closures and disruptions to public rights of way could be detrimental to physical and mental wellbeing however they acknowledged that the provision of additional permissive paths would provide more walking routes to the public.

3.11.77. During the examination, concerns were raised in relation to disruption to local access and recreation and the related health and well-being impacts, including in [REP6-095] and [RR-0671] and others.

3.11.78. The applicant responded in [REP1-161], [REP7-026] and [REP7-028] advising that ES Chapter 18 [APP-055] considers the impact on access to open space and the countryside including a sense of place and landscape value and finds no significant adverse effects.

3.11.79. Within the final Statements of Common Ground between the applicant and the LPAs [REP7-030], [REP7-032] and [REP7-034] it has been confirmed that the findings of ES Chapter 18 are considered acceptable.

3.11.80. Other matters of health concerns including in relation to BESS fire emissions, major accidents and disasters, glint and glare and transport safety are covered within those relevant sections of this report.

CONCLUSIONS

3.11.81. The ExA is content that the applicant has sufficiently demonstrated that, with the embedded and additional mitigation proposed, there would be no significant impacts upon human health arising as a result of any of the phases of the development and accepts the findings of the applicant's assessments in [APP-055]. As such, there is compliance with the requirements of NPS EN-1 in this regard.

3.11.82. Taking all relevant matters into consideration, the ExA concludes that human health matters are neutral in the planning balance.

MAJOR ACCIDENTS AND DISASTERS

3.11.83. In this section we consider the potential for major accidents and disasters associated with the proposed development.

3.11.84. Battery Energy Storage System fire safety is considered at section 3.11 of this recommendation. Glint and Glare matters are considered at section 3.5.

POLICY AND GUIDANCE BACKGROUND

3.11.85. The following policy and guidance are relevant to the assessment of effects for major accidents and disasters.

NPS EN-1

4.13	Safety.

Local Impact Reports

3.11.86. MKCC's LIR [REP1-169] stated that the Council had no comments to make on the matter of major accidents and disasters, subject to appropriate requirements.

3.11.87. The LIR of NNC [REP1-171] and WNC [REP1-175] did not comment on the matter.

THE APPLICATION

3.11.88. ES Chapter 23 [APP-060] assesses the potential for major accidents and disasters associated with the proposed development.

3.11.89. The assessment concludes that, with the proposed embedded mitigation, most major accident and disaster effects are likely to be managed to result in no significant effects.

3.11.90. Additional mitigation (temporary drainage where necessary) would be required for local population, built environment and natural environment receptors during construction and decommissioning to reduce offsite flooding effects to be not significant.

ISSUES CONSIDERED DURING THE EXAMINATION

3.11.91. Representations raised concern on the issue of major accidents and disasters, including [RR-0031], [RR-0217], [RR-0218], [RR-0787], [RR-0847] and [REP3-112]. Issues referred to included:

- glare from solar panels could disrupt flights, including at landing and take-off, increasing the risk of crashes and emergency landings
- there could be a risk of fire, with electricity and water mixing
- there could be a risk of fire from pylons located close to the planned cables, which could cause electrical safety problems
- concerns that fencing around the proposed development would be insufficient to prevent access to hazardous areas

3.11.92. The applicant responded in [REP1-161] and [REP4-022] that:

- ES Chapter 15 (Glint and Glare) [APP-052], supported by [APP-165] and [APP-572], had considered the impact of glint and glare at nearby aviation receptors
- [APP-572] concluded that the evidence from UK aerodromes with existing solar photovoltaic (PV) installations in their vicinity showed that none had experienced adverse glint and/or glare effects
- fields CF1 and CF2 were removed from use for PV panels following consultation with Sywell Aerodrome and to avoid glint and glare effects
- the applicant was confident that there would be no significant adverse effects from glint and glare to aviation receptors
- it considered the risk of fire from solar panels or cabling to be minimal, with the greatest risks occurring as a result of potential damage to circuitry, or electrical arcing or sparking. This would be mitigated through good practice measures, as secured through [REP6-043], [REP6-045] and [REP7-015]
- [REP6-011] gave details of the proposed fencing and site-wide security measures. Further detail would be provided in the detailed Construction and Operational Environmental Management Plans

CONCLUSIONS

3.11.93. The ExA considers that no significant effects in relation to major accidents and disasters are likely to occur during the construction, operation and decommissioning phases of the proposed development.

3.11.94. Taking all relevant matters into consideration, the ExA concludes that major accident and disaster matters are neutral in the planning balance.

MINERALS

3.11.95. In this section we consider the effects of the proposed development on minerals.

POLICY AND GUIDANCE BACKGROUND

3.11.96. The following policy and guidance are relevant to the assessment of effects for minerals.

NPS EN-1

5.11.19	Safeguarding of mineral resources.
5.11.28	Impacts on Mineral Safeguarding Areas and mitigation.

Local Policies

3.11.97. The LIRs provided by NNC [REP1-171] and MKCC [REP1-169] identified the following relevant local policies:

Northamptonshire Minerals and Waste Local Plan

- Policy 4 – Sites for the provision of sand and gravel
- Policy 26 – Sustainable design and use of resources
- Policy 28 – Minerals Safeguarding Areas
- Policy 29 – Safeguarding minerals and waste related development from alternative uses
- Policy 30 – Preventing land use conflict

Milton Keynes Minerals Local Plan

- Policy 18 – Minerals Safeguarding and Consultation Area

THE APPLICATION

3.11.98. ES Chapter 11 [APP-048] assesses the impact of the proposed development on minerals.

3.11.99. The assessment concludes that, with the proposed embedded mitigation, for the majority of receptors the effects of the proposed development would not be significant.

3.11.100. For the safeguarded and permitted sand and gravel resources within the cable route corridor between Green Hill E and Green Hill BESS, additional mitigation (laying cables in previously worked land/agreed route to avoid permitted mineral reserves) would be needed to reduce the effects to not significant.

ISSUES CONSIDERED DURING THE EXAMINATION

3.11.101. At DL4, the Trustees of Ecton Estate submitted an objection [REP4-048], stating that the proposed cable route would sterilise an area of consented minerals development.

3.11.102. In our third round of written questions the ExA requested further information from the Trustees of Ecton Estate [Q3.8.1 of PD-017] regarding the minerals consent referred to and what changes they might be seeking to the proposed cable route.

3.11.103. As the Trustees of Ecton Estate did not respond, the ExA sent a R17 letter dated 31 March 2026 [PD-020] restating the questions and providing them with a final chance to submit any further comments prior to the close of the examination. No response was provided.

3.11.104. Our R17 letter [PD-020] was also addressed to the applicant, requesting an update on this matter from them at DL7. The applicant responded in section 1.3 of [REP7-029] confirming they had met with the minerals operator responsible for the planned extraction of Earls Barton Spinney Quarry, being the mines and minerals interest held by Ecton Estates.

3.11.105. The applicant intends to work with the minerals operator and is confident that mineral sterilisation can be avoided, secured in the oCEMP [REP7-015]. Parts 2 and 3 of the mineral code are incorporated by article 23 into the draft DCO [REP7-005]. Mines and minerals rights would not be sterilised by the exercise of compulsory acquisition powers. In the unexpected event that it would not be possible to avoid interfering with the working of the minerals such that some mineral sterilisation is unavoidable, compensation would be payable in accordance with the mineral code.

CONCLUSIONS

3.11.106. The ExA's view is that the applicant has been able to demonstrate that the concerns of the Trustees of Ecton Estate raised during the examination have been addressed.

3.11.107. The ExA is content that the applicant has safeguarded mineral resources on the proposed development site as far as possible and has taken into account the long-term potential of the land use after decommissioning in accordance with paragraphs 5.11.19 and 5.11.28 of NPS EN-1. Mineral resources would not be permanently sterilised by the proposed development.

3.11.108. Taking all relevant matters into consideration, the ExA concludes that mineral safeguarding matters are neutral in the planning balance.

NOISE AND VIBRATION

3.11.109. In this section we consider any noise and vibration effects of the proposed development.

POLICY AND GUIDANCE BACKGROUND

3.11.110. The following policy and guidance are relevant to the assessment of effects for noise and vibration.

NPS EN-1

5.12.1	Effects of noise on health and wellbeing.
5.12.2	Effective noise and vibration management.
5.12.4	Effects of noise on wildlife and biodiversity and ecological receptors.

5.12.5	Factors that determine likely noise impacts of a proposed development.
5.12.6 to 5.12.8	Noise assessment.
5.12.17	Effective management and control of noise.

NPS EN-3

3.10.131	Controls over vehicle movements.

NPS EN-5

2.9.37 to 2.9.39	Noise from substation equipment.

Local Policies

3.11.111. The LIRs provided by NNC [REP1-171], WNC [REP1-175] and MKCC [REP1-169] identified the following relevant local policies:

North Northamptonshire Joint Core Strategy 2011- 2031 (2016)

- Policy 26 – Development of renewable and low carbon energy

West Northamptonshire Joint Core Strategy Plan Part 1 (2014)

- Policy S10 – Sustainable development principles
- Policy BN9 – Planning for pollution control

Northampton Local Plan Part 2 (2023)

- Policy Q3 – Carbon reduction, community energy networks, sustainable design and construction and water use
- Policy Q4 – Health and Wellbeing

Milton Keynes Local Plan (2019)

- Policy NE6 - Environmental pollution
- Policy SC3 - Low carbon and renewable energy generation

THE APPLICATION

3.11.112. ES Chapter 14 [APP-051] assesses the impact of the proposed development in noise and vibration terms. It details the assessment methodology and criteria, baseline considerations, embedded mitigation measures, likely significant effects, residual and cumulative effects for the construction, operation and decommissioning stages of the proposed development.

3.11.113. The applicant's assessment identifies the residual effects for noise and vibration in table 14.33 of [APP-051] across all of the phases and identifies no likely significant effects in terms of noise and vibration once embedded mitigation is taken into account. The proposed construction works would follow the guidelines in BS5228-1 and the guidance in BRE controlling particles, vapour and noise pollution from construction sites and would put

into place best practice measures (BPM) to minimise noise emissions. In addition to BPM, embedded mitigation would include plant and acoustic barriers and details contained within the oCEMP [REP7-015].

3.11.114. ES Chapter 14 [APP-051] sets out the methodology used for the noise and vibration assessments with the study area being defined by the Order Limits and noise sensitive receptors within 500m from the Order Limits. The assessment was carried out using the methodology outlined in BS 5228-1. Furthermore, the assessment of operational noise effects was undertaken according to the methodology set out in BS 4142. Tables 14.13 to 14.18 inclusive set out the identified sensitive noise receptors. Table 14.19 lists the additional sensitive noise receptors along the cable route corridors.

ISSUES CONSIDERED DURING THE EXAMINATION

3.11.115. At the close of the examination, some concerns from IPs remained including in [REP7-044], [REP7-046] [REP7-053] and [REP7-056]. These concerns included loss of tranquillity at the PRoWs and related health and well-being concerns, noise and disturbance from construction traffic, the methodology used for the noise modelling and the extent of dwellings assessed and the result therefore being unsound, and lack of consideration for the welfare of local animals.

3.11.116. Within the final Statements of Common Ground between the applicant and the LPAs [REP7-030], [REP7-032] and [REP7-034] all noise and vibration matters including methodology, baseline conditions, mitigation and overall conclusions were agreed.

CONCLUSIONS

3.11.117. The ExA has considered the content, methodology, assumptions and limitations and conclusions in the assessment and based on the information provided is content that the applicant has sufficiently demonstrated that there would be no harmful impacts in terms of noise and vibration arising as a result of any of the phases of the development and accept the findings of the applicant's assessments in [APP-053]. As such, there is compliance with the requirements of NPS EN-1 in this regard.

3.11.118. Taking all relevant matters into consideration, the ExA concludes that noise and vibration matters are neutral in the planning balance.

WASTE PRODUCTION AND MANAGEMENT

INTRODUCTION

3.11.119. In this section we consider the effects of the proposed development on waste production and management.

POLICY BACKGROUND

3.11.120. The following policy and guidance are relevant to the assessment of effects for waste production and management.

NPS EN-1

5.15.1	Policy on hazardous and non-hazardous waste.
5.15.2	Sustainable waste management.
5.15.15	Considerations for the Secretary of State.

Local Impact Reports

3.11.121. The LIR provided by NNC [REP1-171] stated that, subject to implementation of the embedded and site-specific measures set out in the ES, the Waste Planning Authority considered that relevant local policy was satisfied, and considered that the impact of the proposed development on waste issues in the area would be neutral.

3.11.122. The LIRs provided by MKCC [REP1-169] and WNC [REP1-175] did not refer to the issue of waste.

THE APPLICATION

3.11.123. ES Chapter 24 [REP1-027] assesses the impact of the proposed development on waste production and management.

3.11.124. The assessment concludes that, with the proposed embedded mitigation, no significant materials and waste effects would result from the proposed development. No additional mitigation or monitoring of significant effects is consequently proposed.

ISSUES CONSIDERED DURING THE EXAMINATION

3.11.125. The Statements of Common Ground between NNC [REP7-030], WNC [REP7-032], MKCC [REP7-034] and the applicant record agreement on the matters of waste production and management.

3.11.126. Concerns regarding potential waste effects were raised by interested parties, including in [RR-1223], [REP6-094], [REP6-108] and those responded to at OEM-001 of [REP2-048]. These included that:

- any order should require the disposal of all waste materials, whenever arising
- replacement of panels during the project's lifetime could increase waste
- options for recycling solar panels in the UK were limited and costly, with a risk of panels being disposed of in landfill sites
- experts had warned that the UK could face millions of tonnes of solar panel waste by 2050, creating an ecological disaster
- redundant battery cells could be disposed of in landfills, with the environmental risks this poses

3.11.127. The applicant responded in [REP1-161], [REP2-048], [REP7-026] and [REP7-028] that:

- all applicable waste management legislation would be complied with at the point of decommissioning

- these measures, and a commitment to provide a Decommissioning Resource Management Plan (including a Decommissioning Waste Management Strategy) were set out in the Outline Decommissioning Statement [REP6-045], secured by requirement 21 of the dDCO [REP7-005]
- as outlined in [APP-039], the Environmental Impact Assessment considered potential impacts associated with the operational replacement phase
- [REP1-027] addressed waste arising from the replacement of infrastructure, with table 3.17 of [REP6-043] setting out measures for the appropriate management of waste
- ES Chapter 7: Climate Change [APP-044] also considered waste arisings from replacement phases
- [REP1-027] addressed the issue of component replacement waste. Recycling routes for this were generally available and it was anticipated that such opportunities would increase in future
- during the operational phase, the proposed development would adhere to the waste hierarchy by prioritising waste prevention, followed by the reuse, recycling and recovery of equipment during the replacement of components. Landfill disposal would only be considered as a last resort.
- any electrical waste produced by the proposed development would be disposed of in accordance with the relevant regulations
- a Waste Management Strategy would be developed and agreed with the authority prior to commencement of the operation as part of the detailed Outline Operational Environmental Management Plan
- the dDCO contained a requirement for a Decommissioning Plan to be produced, which would include requirements for recycling

3.11.128. Within ExQ1 [PD-007] and at ISH3 [EV5-002] [EV5-004], the ExA:

- asked whether the applicant had a recycling plan for damaged and inefficient panels and battery storage components and, if so, whether this plan included containment and safe disposal of potentially harmful substances
- queried whether there should be a standalone requirement for an operational waste management plan or equivalent within schedule 2 of the dDCO [REP7-005]
- referred to the examples of Byers Gill and Tillbridge Solar Farms, which included a separate requirement concerning waste, and Cleve Hill and Cottam, where waste was specifically referred to under the operational environmental management plan requirement
- queried whether the waste would be significant enough to warrant its own plan

3.11.129. The applicant responded to the ExA, within [REP1-163] and at ISH3 [EV5-002] [EV5-004], that:

- a Waste Management Strategy would be developed, as set out within [REP1-027] and [REP6-043] (which was secured by requirement 14 of the

dDCO [REP7-005]). This would ensure that operational waste was suitably managed
- all waste management would comply with relevant regulations and would have the necessary permits
- infrastructure that was replaced during the operational phase would be removed and recycled as far as practical and in accordance with the applicable legislation and guidance at the time
- waste during the operational phase formed part of the operational environmental management plan
- sometimes a separate plan was added because the waste planning authority was a different authority. In this case, the waste planning authority and the relevant planning authority responsible for approving the detailed Operational Environmental Management Plan would be the same body

CONCLUSIONS

3.11.130. The ExA is content that the proposed development would not result in any significant adverse effects associated with waste production and management.

3.11.131. Taking all relevant matters into consideration, the ExA concludes that waste production and management matters are neutral in the planning balance.

4. FINDINGS AND CONCLUSIONS IN RELATION TO HABITATS REGULATIONS ASSESSMENT

INTRODUCTION

4.1.1. This chapter sets out the Examining Authority's (ExA's) analysis and conclusions relevant to the Habitats Regulations Assessment (HRA). This will assist the Secretary of State for Energy Security and Net Zero (SoSESNZ), as the competent authority, in performing their duties under The Conservation of Habitats and Species Regulations 2017 (The Habitats Regulations).

4.1.2. This chapter is structured as follows:

- From paragraph 4.1.15: Findings in relation to Likely Significant Effects (LSE)
- From paragraph 4.1.36: Findings in relation to Adverse Effects on Integrity (AEoI)
- From paragraph 4.1.89: HRA conclusions

4.1.3. In accordance with the precautionary principle embedded in The Habitats Regulations, consent for the proposed development may be granted only after having ascertained that it will not adversely affect the integrity of European site(s) and no reasonable scientific doubt remains (CJEU Case C-127/02 Waddenzee 7 September 2004).

4.1.4. For the purpose of this recommendation, in line with The Habitats Regulations and relevant Government policy, the term "European sites" includes Special Protection Areas (SPA) and Ramsar sites.

4.1.5. Policy considerations and the legal obligations under The Habitats Regulations are described in section 2.6 of this recommendation.

4.1.6. The ExA has been mindful throughout the examination of the need to ensure that the SoSESNZ has such information as may reasonably be required to carry out their duties as the competent authority. We have sought evidence from the applicant and the relevant Interested Parties (IPs), including Natural England (NE) as the Appropriate Nature Conservation Body (ANCB), through written questions and Issue Specific Hearings (ISHs).

RIES AND CONSULTATION

4.1.7. The ExA produced a Report on the Implications for European Sites (RIES) [PD-014] which compiled, documented, and signposted HRA-relevant information provided in the Development Consent Order (DCO) application and examination representations up to deadline (DL) 4 (14 January 2026). The RIES was issued to set out the ExA's understanding on HRA-relevant information and the position of the IPs in relation to the effects of the proposed development on European sites at that point in time. Consultation on the RIES took place between 14 January 2026 and 26 February 2026.

Comments were received from the applicant [REP5-090], North Northamptonshire Council (NNC) [REP5-111], Grendon Parish Council (GPC) [REP5-115] and Stop Green Hill Solar (SGHS) [REP5-121] at DL5 (26 February 2026). A late DL5 response was also submitted by NE and accepted at the discretion of the ExA [REP5-129]. A response to these representations was then submitted by the applicant as [REP6-064] at DL6 (24 March 2026). These comments have been taken into account in the drafting of this chapter.

4.1.8. The ExA's recommendation is that the RIES, and consultation on it, may be relied upon as an appropriate body of information to enable the SoSESNZ to fulfil their duties of consultation under regulation 63(3) of The Habitats Regulations should the SoSESNZ wish to do so.

PROPOSED DEVELOPMENT DESCRIPTION AND HRA IMPLICATIONS

4.1.9. The proposed development is described in chapter 1 of this recommendation.

4.1.10. The spatial relationship between the Order Limits of the proposed development and European sites is shown in figure 9.3.1 [REP5-079].

4.1.11. The proposed development is not directly connected with, or necessary to, the management of a European site. Therefore, the SoSESNZ must make an "appropriate assessment" (AA) of the implications of the proposed development on potentially affected European sites in light of their Conservation Objectives.

4.1.12. The applicant's assessment of effects is presented in its Habitats Regulations Assessment (HRA) Report [APP-565], updated at DL1 [REP1-153] and DL5 [REP5-079]. Hereafter this chapter refers to the final DL5 version of the applicant's HRA Report unless otherwise specified.

4.1.13. During the examination, the applicant submitted 2 change requests ([CR1-001 to CR1-040] and [CR2-001 to CR2-024]), as described in chapter 1 of this recommendation. These changes were accepted by the ExA as described in chapter 1 of this recommendation, but no relevant HRA matters arose from either change request.

4.1.14. The applicant did not consider LSE on non-UK European sites in European Economic Area States in its HRA Report [REP5-079]. Chapter 2 of this recommendation provides a summary statement in relation to transboundary effects.

FINDINGS IN RELATION TO LIKELY SIGNIFICANT EFFECTS

4.1.15. Under regulation 63 of The Habitats Regulations, the competent authority must consider whether a development will have LSE on a European site, either alone or in combination with other plans or projects. The purpose of the LSE test is to identify the need for an AA and the activities, sites or plans and projects to be included for further consideration in the AA.

4.1.16. The European sites and qualifying features that were considered in the applicant's assessment of LSE are presented in section 5.2 of [REP5-079]. This includes an explanation of the methodology applied by the applicant to determine relevant sites for consideration in the assessment.

4.1.17. Through this approach, the applicant identified the following 2 sites within the UK National Site Network for assessment:

- Upper Nene Valley Gravel Pits Special Protection Area (UNVGP SPA)
- Upper Nene Valley Ramsar Site (UNVRS)

4.1.18. In paragraph 6.1.2 [REP5-079], the applicant notes that as the designations for the SPA and Ramsar site overlap, where the HRA Report refers to the SPA, the assessment is considered to reflect the Ramsar site as well.

4.1.19. Through written questions within its First Written Questions (ExQ1) [PD-007] and in the RIES [PD-014], the ExA established that the individual species that comprise the waterbird assemblage feature had been considered in the assessment of effects, noting that there were several for UNVGP SPA and UNVRS that had not initially been listed in the applicant's baseline or assessment. NE also commented [REP3-094] that individual species should be reflected in the applicant's HRA Report.

4.1.20. The applicant clarified its approach to assessment of the waterbird assemblage in [REP3-074] and in its updated DL5 HRA Report [REP5-079].

4.1.21. The final Statement of Common Ground (SoCG) between the applicant and NE [REP7-038] confirmed that NE was satisfied that the applicant had identified the correct European sites and qualifying features to which LSE could occur as a result of the proposed development. No further matters were raised with respect to the sites, qualifying features or approach to LSE screening by the ExA or IPs.

LSE FROM THE PROPOSED DEVELOPMENT

PROJECT ALONE EFFECTS

4.1.22. The applicant's assessment of project alone LSE is covered in section 6.2 of the HRA Report [REP5-079].

4.1.23. HRA Report table 2 [REP5-079] identifies each of the qualifying features of the UNVGP SPA and UNVRS and sets out the impact-pathways that were considered by the applicant for potential LSE. These are:

- direct habitat loss or change – all phases
- pollution and habitat degradation (airborne, waterborne, surface water) – all phases
- pollution and habitat degradation spread of invasive non-native species (INNS)) - construction
- killing, injury or removal of a designated species or their prey - all phases
- habitat fragmentation – all phases
- disturbance – species within the SPA / Ramsar site – all phases

- disturbance – species outside the SPA / Ramsar site – all phases

4.1.24. Two qualifying features, golden plover and the lapwing component of the waterbird assemblage qualifying feature, were screened in for both sites for further assessment. The conclusions against each qualifying feature and the LSE pathways screened in by the applicant are detailed in HRA Report table 2 [REP5-079] and in annex 1 of the RIES [PD-014] for both sites.

4.1.25. As described in the RIES [PD-014], the applicant confirmed [REP1-163] it considered that the assessment of decommissioning effects was comparable to those in construction in its response to ExQ1 (question 9.0.2, [PD-007]).

4.1.26. The applicant's second HRA Report [REP1-153] concluded no LSE from the proposed development on any of the qualifying features of UNVGP SPA and UNVRS from:

- direct habitat loss or change (project alone and in combination) (all qualifying features)
- killing, injury or removal of a designated species or their prey (project alone and in combination) (all qualifying features)
- disturbance to species outside the SPA (project alone and in combination) (all qualifying features)
- pollution and habitat degradation spread of INNS (in combination) (all qualifying features)

4.1.27. The applicant also concluded (table 2, [REP5-079]) no LSE on the bittern and gadwall qualifying features of the UNVGP SPA and the mute swan qualifying feature of the UNVRS from habitat fragmentation.

4.1.28. RIES table 2.2 [PD-014] summarises that NE initially disputed the applicant's conclusion that no LSE would arise from noise and visual disturbance to species outside the SPA as it considered that appropriate mitigation measures were required to reach this conclusion. Taking this into account, the applicant updated its assessment [REP5-079] to conclude LSE from this impact-pathway and to include an assessment of AEoI for golden plover and the lapwing component of the waterbird assemblage qualifying feature.

IN COMBINATION EFFECTS

4.1.29. The applicant's assessment of in combination LSE is covered in section 6.3 of the HRA Report [REP5-079]. The assessment considered projects within 10km of the proposed development, on the basis of the Zones of Influence for relevant ecological receptors.

4.1.30. A list of plans and projects considered in the applicant's in combination assessment is set out in paragraph 3.6.3 of [REP5-079], with the applicant providing figure 7.21.6 depicting their location in [REP5-079] following a request from the ExA (RQ1, [PD-014]).

4.1.31. The applicant concluded in combination LSE would arise as a result of all impact-pathways and qualifying features where project alone LSE were identified, with the exception of the spread of INNS. The applicant concluded

(paragraph 6.3.5, [REP5-079]) no in combination LSE would arise from INNS due to the lack of projects with major works to watercourses upstream of the SPA / Ramsar site.

4.1.32. Natural England confirmed [REP1-181] in its response to ExQ1 [PD-007] that it was satisfied with the applicant's approach to the in combination assessment. No further matters relating to the applicant's in combination assessment were raised during the examination.

LSE ASSESSMENT OUTCOMES

4.1.33. With the updated HRA Report supplied by the applicant at DL5 [REP5-079] including the potential for LSE from the noise and visual disturbance to species outside the SPA impact-pathway, no further matters relating to LSE were raised by IPs during the course of the examination.

4.1.34. The ExA is therefore satisfied, on the basis of the information provided, that the correct qualifying features and impact-pathways have been assessed and is satisfied with the approach to the assessment of alone and in combination LSE.

4.1.35. The ExA agrees that the proposed development is likely to have a significant effect from the impacts identified in the applicant's HRA report (table 2, [REP5-079]), which sets out the position reached on LSE, both project alone and in combination with other plans and projects.

FINDINGS IN RELATION TO ADVERSE EFFECTS ON THE INTEGRITY

4.1.36. The UNVGP SPA and UNVRS qualifying features identified in the HRA Report table 2 [REP5-079] were further assessed by the applicant to determine if they could be subject to AEoI from the proposed development, either alone or in combination. The assessment of AEoI was made in light of the conservation objectives for the European sites set out in paragraph 5.2.9 of the applicant's HRA Report [REP5-079]. The conservation objectives for the UNVGP SPA also apply to the UNVRS.

4.1.37. The applicant's HRA Report [REP5-079] concluded that the proposed development would not result in AEoI of either UNVGP SPA or UNVRS for all impact-pathways and qualifying features where LSE were identified.

4.1.38. One IP, GPC, considered [REP5-115] that AEoI could not be excluded on either site. Neither NE, nor any other IP, disputed the applicant's conclusions of no AEoI from any impact-pathway on either UNVGP or UNVRS either for project alone effects or for effects in combination. At the end of the examination, the final SoCG with NE reports agreement with all the applicant's conclusions [REP7-038].

4.1.39. Matters relating to AEoI that were discussed during the examination focussed on the timing, approach and monitoring plans for mitigation measures proposed by the applicant to address adverse effects. NE, West

Northamptonshire Council (WNC), NNC and SGHS all made representations on these matters, as described in the following sections.

MITIGATION

4.1.40. The following construction, operation and decommissioning management plans secured within the draft DCO [REP7-005] include the applicant's proposed mitigation for effects on integrity:

- Outline Ecological Protection and Mitigation Strategy (oEPMS) [APP-549] [AS-011] [REP1-139] [REP4-010] [REP5-072] [REP6-051] [REP7-017]
- Outline Landscape and Ecological Management Plan (oLEMP) [APP-548] [CR2-012] [REP1-137] [REP3-062] [REP5-069] [REP6-047]
- oCEMP [APP-545] [REP1-131] [REP5-063] [REP6-031] [REP7-015]
- Outline Battery Storage Safety Management Plan (oBSSMP) [APP-551] [REP1-143] [REP5-075]
- Outline Decommissioning Statement [APP-547] [REP1-135] [REP5-067] [REP6-045]
- Flood Risk Assessment (FRA) and Drainage Strategy Report [APP-097 to APP-108] [REP1-053 to REP1-058] [REP5-021 to REP5-032]

POLLUTION AND HABITAT DEGRADATION – AIRBORNE AND WATERBORNE POLLUTION AND SURFACE WATER RUNOFF, SPREAD OF INNS

Airborne pollution impact-pathway – all qualifying features – all stages

4.1.41. The applicant concluded no AEoI from airborne pollution [REP5-079], with mitigation measures set out in the applicant's oCEMP [REP7-015], oBSSMP [REP5-075] and oEPMS [REP7-017].

4.1.42. In commenting overall on the applicant's assessment of ecology and biodiversity, NNC [REP1-171] noted that there was potential for contamination to the SPA and Ramsar site from construction dust without mitigation in place (paragraph 8.74, [REP1-171]). However, NNC concluded (paragraph 8.114, [REP1-171]) that, with appropriate mitigation measures such as the CEMP in place and secured, impacts would be "neutral". No further matters were raised by NNC in respect of airborne pollution or specifically in its comments on the HRA [REP1-171]. No other IP disputed the conclusions of no AEoI from this impact-pathway.

4.1.43. The ExA is therefore satisfied that, with mitigation measures secured, AEoI can be excluded from this impact-pathway.

Waterborne pollution and surface water runoff - all qualifying features - all stages

4.1.44. The applicant concluded no AEoI from water pollution and surface water runoff [REP5-079].

4.1.45. The Environment Agency (EA) [RR-1224] raised overall concerns about the risk to the water environment from firewater and other chemicals from the Battery Energy Storage System (BESS), flood risk at the BESS and the

design of the BESS drainage systems. The ExA asked questions on these issues at ISH1, including a request for comment from the EA, which requested clarification on BESS drainage in the FRA and Drainage Strategy. The applicant's subsequent FRA and Drainage Strategy Annex J: Green Hill BESS [REP1-058] included updates in respect of this issue at section 3.5.

4.1.46. Both SGHS [REP1-193] (RQ17 and RQ19 in [REP5-121]) and NNC [REP1-171] raised concerns about potential operational effects on the SPA and Ramsar site should contaminants be released in the event of a BESS fire. SGHS noted the proximity of the River Nene and its floodplain to the SPA and Ramsar site [REP1-193].

4.1.47. Similar concerns were raised by GPC [REP5-115] who noted proximity and connectivity with the floodplain that could allow pollutants to be carried towards the SPA and Ramsar site. Other representations from Earls Barton Parish Council [RR-1222], Easton Maudit Parish Meeting [RR-1223], Scaldwell Parish Council [RR-1247] and 19 individual relevant representations raised this matter, as well as individuals at Open Floor Hearing 3 [EV10-002].

4.1.48. Section 3.11 of this recommendation outlines the applicant's approach to address overall risk to water environment receptors from the BESS. By the close of the examination, agreement had been reached on the content of the applicant's oBSSMP [REP6-088] and FRA and Drainage Strategy [REP5-021 to REP5-032] with the EA [REP7-036]. The applicant updated its measures in response to feedback during the examination.

4.1.49. The ExA's request to the EA for feedback specifically on the implications for European sites (RQ20, [PD-014]) from the BESS did not receive a response during the course of the examination. NE [REP5-129] also noted it had no comments to make on the proposed mitigation measures for waterborne pollution, nor did NE respond to the ExA's request to confirm (RQ17, [PD-014] whether it was satisfied with the applicant's conclusions of no AEoI from this impact-pathway. NE did not raise concerns relating to this impact-pathway in any of its representations, however.

4.1.50. No further substantive comments were received on the potential risks arising to the UNVGP SPA and UNVRS from the BESS during the course of the examination.

4.1.51. The ExA is therefore satisfied that AEoI can be excluded from this impact-pathway for all stages with the implementation of mitigation measures contained within the oBSSMP [REP5-075] and FRA and Drainage Strategy [REP5-021 to REP5-032] for control of potential risks arising from the BESS and to control surface water runoff.

Spread of INNS - all qualifying features (construction)

4.1.52. The applicant noted that no INNS had been identified during its ecological surveys, but acknowledged the potential for localised INNS spreading during watercourse crossings for both the cable route and access to the main Sites.

Mitigation measures to identify and prevent the spread of any INNS are therefore included within the final oEPMS [REP7-017] within section 6.7 and within Method Statements 3, 5 and 6 to address these risks. With these measures in place, the applicant concluded (paragraphs 7.2.21 to 7.2.25, [REP5-079]) no AEoI would occur from this impact-pathway.

4.1.53. NNC commented that it agreed with the assessment of the risk of the spread of invasive/non-native species in the HRA in [RR-1243]. No other substantive comments on the matter were received during the course of the examination. The ExA therefore agrees that, with the mitigation measures proposed in the oEPMS [REP7-017], AEoI can be excluded from this impact-pathway for project alone effects.

DISTURBANCE INSIDE THE UNVGP SPA AND UNVRS – ALL QUALIFYING FEATURES - ALL STAGES

4.1.54. The applicant concluded no AEoI from this impact-pathway [REP5-079] from both noise and visual impact disturbance. The applicant's conclusions were in light of the expected noise levels at all stages being no greater than background levels and on the basis of a lack of sightlines between the SPA and the proposed development.

4.1.55. NNC noted the potential for adverse disturbance effects on the SPA in its Local Impact Report [REP1-171]. It further considered that the applicant had proposed "various mitigation measures" for ecology and biodiversity and, as such, concluded there would be no AEoI from noise and visual disturbance.

4.1.56. In [REP1-181] NE also agreed with the applicant's conclusions of no AEoI to the SPA from disturbance (both visual and noise) within the SPA and Ramsar site.

4.1.57. No other IPs raised substantive comments during the course of the examination on this matter and the ExA agrees with the applicant's conclusions that AEoI can be excluded from this impact-pathway.

DISTURBANCE OUTSIDE THE UNVGP SPA AND UNVRS – GOLDEN PLOVER AND WATERBIRD ASSEMBLAGE (LAPWING) QUALIFYING FEATURES – ALL STAGES

4.1.58. The applicant concluded no AEoI from this impact-pathway from all stages of the proposed development to species using Functionally Linked Land (FLL) outside the UNVGP SPA and UNVRS. During construction, the applicant proposes a set of mitigation measures described in Method Statement 13 in the oEPMS [REP7-017]. This method statement proposes to avoid impacts occurring by monitoring bird movements and changing construction working patterns during the sensitive winter months to avoid disturbance where flocks of golden plover and lapwing are identified.

4.1.59. Paragraph 7.2.99 [REP5-079] states that Method Statement 13 would also be followed to address the potential for operational disturbance from access through field EF25, identified as FLL. The oEPMS [REP7-017] Method Statements 10 and 13 both set out the approach to avoiding disturbance

without specifically referring to operational activities. The Outline Operational Environmental Management Plan (oOEMP) [REP6-043] does not specifically cover the approach to operational disturbance to overwintering qualifying features.

4.1.60. No IPs disputed the applicant's proposed mitigation measures or conclusions of no AEoI for this impact-pathway. The ExA is confident that the approach to operational mitigation can be secured through appropriate wording within the final certified version of the oOEMP. The SoS should therefore request that the applicant prepare and consult IPs on appropriate wording for this mitigation requirement in relation to operational disturbance. Nevertheless, the ExA is satisfied that AEoI can be excluded on the basis of these amendments being secured.

HABITAT FRAGMENTATION – GOLDEN PLOVER AND WATERBIRD ASSEMBLAGE (LAPWING) – ALL STAGES

4.1.61. The applicant concluded no AEoI from this impact-pathway from habitat fragmentation caused by changes to FLL from all phases of the proposed development [REP5-079].

Identification of FLL

4.1.62. HRA Report table 3 [REP5-079] sets out the baseline numbers of both golden plover and lapwing assumed in the assessment. This used the original SPA citation population data and more recent British Trust for Ornithology data. The applicant's wintering bird surveys identified several fields affected by the proposed development where more than 1% of the baseline SPA population of golden plover were recorded. The applicant concluded fields BF3 and EF25 therefore constituted FLL for golden plover and identified regular use of fields BF2, EF25 and FF1 by lapwing. HRA Report table 4 and figures 7.21.1 and 7.21.4 [REP5-079] describe and show the location of these fields.

4.1.63. At the start of the examination, NE [RR-1242], NNC [RR-1243] and SGHS [REP1-218] queried the applicant's wintering bird survey data underpinning its assumptions on FLL. The initial points raised, relating to IPs' understanding of both the scale of the surveys completed and the applicant's use of a precautionary approach for situations where data were missing, were reported in the RIES section 3.3 [PD-014].

4.1.64. Both WNC [REP1-175] and NNC [REP1-171] [REP5-111] agree that the applicant's surveys and precautionary approach are appropriate to determine the extent of existing FLL and to inform the assessment. Following clarifications by the applicant [REP1-161] [REP2-048], the ExA requested (RQ6, [PD-014]) confirmation of any remaining concerns from NNC, NE and SGHS.

4.1.65. SGHS [REP5-121] maintained that it did not agree with the applicant's conclusion that disturbance during wintering bird surveys from its contractors was comparable to farming activities and not a major survey limitation, but SGHS stated in response to RQ6 [PD-014] that it had no further comments

on survey data, referring the matter to NE as the expert consultation body [REP5-121].

4.1.66. NE noted [REP5-129] it had no further comments or concerns in relation to survey data in response to RQ6 [PD-014].

4.1.67. The final SoCG with the applicant confirms that following clarifications by the applicant, both NE [REP7-038] and NNC [REP7-030] agree with the applicant's survey scope and the precautionary approach where surveys were unable to be completed.

FLL mitigation calculations

4.1.68. Using the precautionary approach to determining FLL, the applicant proposes that a further 44.22 hectares of land in fields FF1, FF11, FF13 and FF15 could also be FLL for golden plover and lapwing, in addition to the confirmed FLL described in paragraph 4.1.62 above. The total amount of FLL affected by the proposed development is therefore concluded to be 67.49 hectares (table 4, [REP5-079]).

4.1.69. Paragraphs 7.2.64 to 7.2.74 in [REP5-079] explain the applicant's approach to mitigation for habitat fragmentation. Table 5 [REP5-079] sets out the amount of mitigation for the loss of confirmed FLL and the amount of precautionary mitigation provided for the loss of precautionary FLL. This involves creation of a mix of new permanent grassland and scrapes or management of spring sown cereal crops in existing fields.

4.1.70. The approach to habitat creation is described in the applicant's oLEMP (table 5, [REP6-047]) for each relevant habitat type proposed as mitigation for changes in FLL. This would be supported by post-construction monitoring surveys for birds and habitats to identify any remedial measures required to ensure the objectives of the mitigation land are met.

4.1.71. A total area of 96.62 hectares is proposed as mitigation (confirmed FLL and precautionary FLL combined) and, with this in place, the applicant concluded no AEoI on the golden plover and waterbird (lapwing) qualifying features of both sites.

4.1.72. The applicant's HRA Report, table 4 [REP5-079] identifies two fields that are already in use by golden plover and lapwing and would be retained as conservation grassland in the proposed development. These are Confirmed FLL Field EF25 (8.29 hectares), and Precautionary FLL Field FF13 (7.53 hectares).

4.1.73. NNC [REP5-111] noted that if these fields are already in use by qualifying species, they should not be considered to also form part of the mitigation plans.

4.1.74. In response to the ExA's question in the RIES (RQ7, [PD-014]), NE confirmed [REP5-129] it was satisfied with the applicant's approach to mitigation set out in the oLEMP and that with the measures described, it was satisfied that there would be no AEoI on the UNVGP SPA or UNVRS.

4.1.75. NNC [RR-1243] had previously considered that the level of FLL mitigation provision by the applicant along with substantial areas of unaffected FLL available outside of the proposed development was sufficient for NNC to be satisfied that the proposed development would not result in harm to species associated with the UNVGP SPA.

4.1.76. The final SoCG with NNC [REP7-030] also notes that the council considered that, as FLL fields would be retained wherever possible and the applicant would deliver FLL mitigation land "beyond the quantum which is anticipated to be lost", "residual effects are considered agreed, subject to concerns with the implementation of the FLL mitigation".

Timing of delivery of FLL

4.1.77. WNC [REP1-175], NNC [REP1-171] and GPC [REP5-115] all raised issues about the timing of FLL delivery, stating that mitigation land should be in place and in a suitable condition before existing FLL was removed.

4.1.78. The applicant has maintained throughout the examination [REP2-049] [REP6-064] that there would be no net loss of FLL through the lifetime of the proposed development and that it did not intend to create mitigation land in advance of construction commencing. It stated that existing arable fields would be available from the outset and that, where land was proposed to be seeded, this would be established within the first seeding window after construction commenced. In response to a question in the RIES [PD-014] on how long this "time lag" could be, the applicant clarified [REP5-090] that the worst-case scenario window between construction starting and seeding would be 12 months, but that the fields would be maintained in their current land management, and thus suitable for foraging by golden plover and lapwing, during this time. The applicant concluded there would therefore be no net loss of FLL "at any stage".

4.1.79. The ExA also requested NE's feedback on the issue of the delay between mitigation land being available and the start of construction (RQ9, [PD-014] and final clarifications requested in [PD-019]). NE responded [REP5-129] [REP7-038] that it considered that the applicant's proposed timings were acceptable given that while establishing grassland would be superior for birds, arable land would "still suffice". NE also suggested the addition of manure to fields in the meantime would be helpful, but that the applicant's approach would nevertheless still be acceptable without this additional measure.

4.1.80. The applicant has noted [REP7-030] that adding manure would however introduce high nutrient levels to those fields and thus affect the creation of the proposed low nutrient wildflower grasslands. NE's response [REP7-038] indicated again that these were suggestions the applicant could investigate locally, but were not required as an essential part of the applicant's package of mitigation.

4.1.81. No further matters were raised during the examination on this matter and the ExA notes that it remained as a matter not agreed in the applicant's final SoCG with NNC [REP7-030].

THE EXA'S REASONING ON HABITAT FRAGMENTATION AND FLL

4.1.82. Noting the position of both NNC and NE at the end of the examination and that SGHS deferred to NE on this matter, the ExA considers that the applicant's surveys used to inform the identification of FLL are appropriate.

4.1.83. The ExA notes that where the applicant has supplied mitigation for FLL habitat fragmentation effects, this exceeds the amount of land that it calculated on a precautionary basis to be FLL affected by the proposed development. The ExA also notes that this mitigation land would still exceed the amount of FLL affected even where fields EF25 and FF13 were omitted from the calculations.

4.1.84. The ExA notes above the position of NNC with respect to the habitat fragmentation impact-pathway, noting that the matter of the timing of delivery of the FLL mitigation remained a matter of disagreement between NNC and the applicant at the close of the examination [REP7-030]. NNC would prefer that mitigation land is made available prior to commencement of construction or habitat transition following new management, "as early as possible".

4.1.85. In reaching its conclusions, however, the ExA has taken account of the level of precautionary FLL the applicant is proposing to provide and has secured through its oLEMP [REP6-047] and schedule 2 requirements in the draft DCO [REP7-005]. It also notes that, in principle, NNC agrees [REP7-030] with the applicant's overall conclusions on AEoI and the nature of the mitigation proposed. The ExA is satisfied that through the examination, agreement has been reached with NE, NNC and WNC that the applicant's approach to determining the amount of FLL affected by the proposed development is acceptable, and notes that these figures underpin the calculations of required FLL mitigation land.

4.1.86. As identified in paragraph 4.1.83 above, the provision of mitigation would exceed the potential losses of FLL, a matter acknowledged by NNC during the examination [REP7-030]. NE raised queries on the applicant's proposed mitigation during the examination, but raised no concern in relation to the delay between construction starting and the availability of replacement FLL. NE was satisfied on this issue by the close of the examination [REP7-038].

4.1.87. As such, the ExA is satisfied that, with mitigation in place, an AEoI from habitat fragmentation can be excluded.

IN COMBINATION EFFECTS

4.1.88. The applicant's assessment of in combination AEoI is covered in section 7.3 with the list of plans and projects considered in the assessment listed in paragraph 3.6.3 [REP5-079]. The applicant concluded no in combination AEoI from any of the impact-pathways considered for the project alone

assessment, and no matters related to the in combination assessment or in relation to the applicant's conclusions were raised during the examination.

HRA CONCLUSIONS

4.1.89. The proposed development is not directly connected with, or necessary to, the management of a European site, and therefore the implications of the project with respect to adverse effects on potentially affected sites must be assessed by the SoSESNZ.

4.1.90. Two European sites and their qualifying features were considered in the applicant's assessment of LSE: Upper Nene Valley Gravel Pits Special Protection Area and Upper Nene Valley Ramsar site. LSE were identified for both sites from the proposed development alone and in combination with other plans or projects. The ExA is satisfied that the correct European sites and qualifying features have been identified for the purposes of assessment, and that all potential impacts which could give rise to significant effects have been identified.

4.1.91. The methodology and outcomes of the applicant's screening for LSE on European sites were subject to some discussion and scrutiny, however, the sites and features for which LSE were identified were not disputed by any IP.

4.1.92. The applicant identified the following LSE to be considered in its shadow AA:

- pollution and habitat degradation
- disturbance to species inside the SPA and Ramsar site
- disturbance to species outside the SPA and Ramsar site
- habitat fragmentation

4.1.93. As described in paragraph 4.1.60 of this chapter, the SoSESNZ should request an update to the oOEMP to secure the approach to mitigation for operational disturbance to FLL.

4.1.94. The ExA's findings are that, subject to the mitigation measures described within the applicant's final control documents (paragraph 4.1.40 of this chapter) being secured in the ExA's recommended DCO, AEoI on UNVGP SPA and UNVRS from the proposed development can be excluded from all impact-pathways assessed when considered alone or in combination with other plans or projects.

5. CONCLUSION ON THE CASE FOR DEVELOPMENT CONSENT

5.1. INTRODUCTION

5.1.1. This chapter sets out the Examining Authority's (ExA) overall assessment of the planning merits of the proposed development.

5.1.2. The ExA is content that the Environmental Statement (ES) and other information submitted by the applicant during the examination has provided an adequate assessment of the environmental effects of the proposed development and meets the requirements of the Environmental Impact Assessment (EIA) Regulations.

5.1.3. The ExA is satisfied that the applicant has adequately defined the Rochdale Envelope and notes that the parameters within the consent envelope are set out in the Concept Design Parameters and Principles Revision C [REP6-039], and that these correspond to the areas set out in the Works Plan [REP6-003]. Schedule 2 to the dDCO [REP7-005] includes requirement (R) 5, which sets out that details submitted for approval by the relevant planning authority must accord with the concept design parameters and principles, and that the authorised development must be carried out in accordance with these.

5.1.4. Specific design requirements for the detailed design stage, including information on how the design features and commitments presented in the document would be secured by the dDCO, are additionally set out in the Design Approach Document [APP-560].

5.1.5. The ExA is content that the applicant's approach to the assessment of alternatives, as described in the ES, is comprehensive and complies with the EIA Regulations. The ExA is also satisfied that the proposed development has been through sufficient scrutiny, during examination, to ensure that the applicant studied reasonable alternatives before determining the chosen options for specific reasons, taking into account the environmental effects of those options. In this regard, the ExA is also satisfied that the requirements of section 4.3 of National Policy Statement (NPS) EN-1 are met.

5.1.6. The ExA is also satisfied with the applicant's methodology for assessing cumulative effects and their assessment of decommissioning. The ExA has taken full account of all environmental information in its consideration of this application.

5.1.7. The Overarching NPS for Energy (EN-1) and the NPS for Renewable Energy Infrastructure (EN-3) provide the primary basis for the Secretary of State for Energy Security and Net Zero (SoS) to make decisions on development consent applications for generating stations that are Nationally Significant Infrastructure Projects (NSIPs). NPS EN-5 (Electricity Networks Infrastructure) is also relevant, since it applies to underground cables. The ExA's conclusions on the case for development consent are therefore

reached within the context of the policies contained in these NPSs. In arriving at the conclusions set out in this chapter, the ExA has taken all other relevant law and policy into account.

5.2. HERITAGE BALANCE

5.2.1. This section weighs the harm to designated heritage assets against the public benefits of the proposed development before arriving at the ExA's overall conclusion on the weight to be attributed to historic environment effects in the planning balance.

5.2.2. NPS EN-1 paragraph 5.9.23 states that the SoS must comply with the requirements set out in the Infrastructure Planning (Decisions) Regulations 2010. Regulation 3 requires the SoS to have regard to the desirability of: preserving a listed building or its setting or any features of special architectural or historic interest which it possesses; preserving or enhancing the character or appearance of a conservation area; and preserving an affected scheduled monument or its setting.

HARM TO DESIGNATED HERITAGE ASSETS

5.2.3. In section 3.6 of this report the ExA confirmed that it agrees with the applicant that harm would occur to two conservation areas, one grade I listed building and one grade II* listed building due to effects on the settings of these assets as set out in ES Chapter 12: Cultural Heritage [APP-049] and the accompanying Heritage Statement [APP-110].

5.2.4. The harm to all the assets identified would be towards the lower end of less than substantial. The ExA afford great weight to each heritage asset's conservation, in accordance with NPS EN-1 paragraph 5.9.27.

5.2.5. The ExA is satisfied that the proposed development would not result in substantial harm to any designated or non-designated heritage asset. The ExA also note that any harm to the settings of assets would only apply during the construction and operational phases and be reversed once the proposed development was decommissioned.

PUBLIC BENEFITS

5.2.6. NPS EN-1 paragraph 5.9.32 states that where the proposed development will lead to less than substantial harm to the significance of a designated heritage asset, this harm should be weighed against the public benefits of a proposal, including, where appropriate securing its optimum viable use. NPS EN-3 paragraph 2.3.8 states that in considering this, the SoS should take into account the positive role that large-scale renewable projects play in the mitigation of climate change, the delivery of energy security and the urgency of meeting the net zero target.

5.2.7. The proposed development would make a meaningful contribution in meeting the urgent need for low carbon electricity infrastructure as well as towards the government's energy security and net zero ambitions. The ExA ascribes very great/ substantial weight to these benefits. There would also be biodiversity

benefits attracting a little weight and other more minor benefits, including socio-economic benefits associated with employment. These are all public, as opposed to private, benefits.

HERITAGE BALANCE AND THE EXA'S OVERALL CONCLUSION ON HISTORIC ENVIRONMENT MATTERS

5.2.8. The ExA concludes that the proposed development would accord with NPS EN-1 and NPS EN-3. Whilst the ExA attributes great weight to the conservation of the identified designated heritage assets, having applied the heritage balance, the ExA considers that the overall level of harm would be less than substantial and would be outweighed by the wider public benefits.

5.2.9. Consequently, the ExA considers overall that cultural heritage should be afforded a moderate amount of negative weight in the planning balance against the making of the order.

5.3. SUMMARY OF THE MAIN PLANNING ISSUES

5.3.1. The ExA's findings in relation to the effects of the proposed development and its compliance against the relevant policy and legislation can be found in the relevant sections of chapter 3 and are summarised in table 5.1 below. In reaching its findings, the ExA has given full consideration to the local impact reports (LIRs) submitted by North Northamptonshire Council [REP1-171], West Northamptonshire Council [REP1-175] and Milton Keynes City Council [REP1-169]. The planning matters and potential effects raised are considered in the relevant sections of this report.

Table 5.1: Summary of findings on main planning issues

Issue	Finding	Weighting	Section
Need Case for the Development (including Climate Change)	Positive	Very great/ Substantial	3.2
Biodiversity	Positive	A little	3.4
Hydrology and Flood Risk	Neutral	Does not affect the balance	3.7
Glint and Glare	Neutral	Does not affect the balance	3.5
Other Environmental Matters (Air Quality, EMFs, Ground Conditions, Major Accidents & Disasters, Minerals,	Neutral	Does not affect the balance	3.11

Noise & Vibration, Waste)			
Socio-Economics, including PRoW	Negative	A little	3.9
Traffic and Transport	Negative	A little	3.10
Agriculture and soil	Negative	Moderate	3.3
Historic Environment	Negative	Moderate	3.6
Landscape, including design	Negative	Moderate	3.8

HABITATS REGULATIONS ASSESSMENT CONSIDERATIONS

5.3.2. The applicant provided a Habitats Regulations Assessment (HRA) Report [REP5-079] for the proposed development. Whilst the SoS is the competent authority under the Habitats Regulations and will make the definitive assessment, the ExA is satisfied, on the basis of the information provided and subject to the recommended amendments to the oOEMP [REP6-043] set out in chapter 4 being secured, that adverse effects on integrity (AEoI) from the proposed development alone or in combination with other plans and projects can be excluded for all European sites within the UK National Site Network.

5.4. THE OVERALL PLANNING BALANCE

5.4.1. This section weighs the benefits and disbenefits of the proposed development in order to reach a recommendation as to whether or not the case is made for granting development consent.

LEGAL FRAMEWORK AND POLICY BACKGROUND

5.4.2. Sections 104(2) and 104(3) of the Planning Act 2008 (PA2008) require the SoS to have regard to and decide the application in accordance with the relevant NPSs, unless a relevant consideration arising from s104(4) to (8) applies.

5.4.3. NPS EN-1 states that, given the level and urgency of need for infrastructure of this type, the Secretary of State will start with a presumption in favour of granting consent to applications for energy NSIPs. That presumption applies unless any more specific and relevant policies set out in the relevant NPSs clearly indicate that consent should be refused. The presumption is also subject to the provisions of the PA2008.

5.4.4. In accordance with its duties under the PA2008, the ExA has had regard to the relevant NPSs, LIRs, any matters prescribed in relation to the proposed development, and any other matters which are both important and relevant to the decision. The ExA has had regard to human rights and to the Public

Sector Equality Duty. The ExA has taken all other relevant statutory and policy considerations into account.

5.4.5. The ExA considers that the proposed development would meet the need referred to in the NPS, and that the application should be decided in accordance with the relevant NPSs. The ExA does not consider that any of the considerations within s104(4)-(6), and s104(8) of the PA2008 apply to the application.

5.4.6. It is consequently necessary, in accordance with s104(7) of the PA2008, to consider whether the adverse impact of the proposed development would outweigh its benefits. Paragraph 4.1.7 of NPS EN-1 states that, where the NPSs require an applicant to mitigate a particular impact as far as possible, but there would still be residual adverse effects after the implementation of such mitigation measures, those residual effects should be weighed against the benefits of the proposed development.

5.4.7. Paragraph 4.1.7 of NPS EN-1 further states that, for projects which qualify as critical national priority (CNP) infrastructure, it is likely that the need case will outweigh the residual effects in all but the most exceptional cases. This presumption, however, does not apply to residual impacts which present an unacceptable risk to, or interference with, human health and public safety, defence, irreplaceable habitats or unacceptable risk to the achievement of net zero. Further, the same exception applies to this presumption for residual impacts which present an unacceptable risk to, or unacceptable interference to flood risk.

THE PLANNING BALANCE

5.4.8. Paragraph 4.2.6 of NPS EN-1 sets out that the overarching need case for each type of energy infrastructure and the substantial weight which should be given to this need in assessing applications, as set out in paragraphs 3.2.6 to 3.2.8 of EN-1, is the starting point for all assessments of energy infrastructure applications.

5.4.9. The ExA consequently attaches very great/ substantial weight, in the planning balance, to the need case for the proposed development and its associated climate change benefits. The ExA additionally finds that a little positive weight should be attached to the biodiversity benefits that would arise.

5.4.10. The ExA is satisfied that the applicant's assessment has followed the mitigation hierarchy. Following the application of the mitigation hierarchy, the ExA identifies that the proposed development would result in adverse effects to the historic environment, agriculture and soil, and landscape and visual considerations, each of which attract moderate negative weight against the making of the order. Furthermore, socio-economic and traffic and transport considerations each attract a little negative weight against the making of the order.

5.4.11. Applying paragraphs 5.10.14 and 5.10.35 of NPS EN-1, the ExA finds that the adverse visual effects on sensitive receptors would be outweighed by the benefits of the project. The ExA does not consider that the adverse impacts on the landscape would be so damaging that they would not be offset by the benefits (including need) of the project.

5.4.12. The conservation of the designated heritage assets identified in the Historic Environment section of this report attracts great weight, in accordance with paragraph 5.9.27 of NPS EN-1. As set out in the above heritage balance, the ExA considers that the lower-end less than substantial harm to designated heritage assets would be outweighed by the public benefits. The ExA is consequently satisfied that the application complies with paragraphs 5.9.32 and 5.9.36 of NPS EN-1, and paragraph 2.3.8 of NPS EN-3.

5.4.13. Taking the above considerations into account, the ExA concludes that the adverse impacts of the proposed development would not outweigh its benefits, including the very great/ substantial benefit which arises from the need for the proposed development, as set out in NPS EN-1, EN-3 and EN-5. Thus, the ExA considers that the application does not engage the exception within s104(7) of the PA2008, so that the application must be decided in accordance with any relevant NPS.

5.4.14. On the basis of the above considerations, the ExA concludes that the proposed development would result in no adverse impacts of sufficient weight, either on their own or collectively, to result in a recommendation that the DCO should not be made. The ExA consequently considers that the case has been made for development consent to be granted.

5.4.15. Compulsory acquisition matters are considered at chapter 6 of this report and the drafting of the DCO is considered at chapter 7 of this report.

CRITICAL NATIONAL PRIORITY CONSIDERATIONS

5.4.16. The ExA considers that the proposed development includes transmission network infrastructure associated with nationally significant low carbon infrastructure. It would consequently be considered CNP infrastructure, in accordance with paragraph 4.11.4 of NPS EN-1.

5.4.17. Paragraph 4.2.7 of NPS EN-1 sets out that the CNP policy is relevant during SoS decision making and specifically in reference to any residual impacts that have been identified. Paragraph 4.2.7 sets out that the policy applies following the normal consideration of the need case, the impacts of the project, and the application of the mitigation hierarchy. The CNP policy consequently also requires consideration within this recommendation.

5.4.18. Paragraphs 4.2.10-13 of NPS EN-1 set out requirements for applications for CNP infrastructure. The ExA is satisfied that the applicant's assessment meets these requirements.

5.4.19. The ExA is satisfied that the proposed development would not present an unacceptable risk to, or unacceptable interference with, human health and

public safety, defence, irreplaceable habitats or flood risk considerations, or that it would present an unacceptable risk to the achievement of net zero. Thus, the ExA considers that the presumption of consent for relevant applications, as set out in paragraph 4.2.15 of NPS EN-1, applies to the proposed development.

5.4.20. The ExA consequently finds that its consideration of the CNP policy, in accordance with NPS EN-1, does not alter its conclusions in respect of the proposed development.

6. LAND POWERS AND RELATED MATTERS

6.1. INTRODUCTION

6.1.1. In this chapter we consider:

- The relevant legislative requirements relating to compulsory acquisition (CA) and temporary possession (TP);
- The applicant's request for CA and TP powers in respect of the proposed Order Land;
- The examination of the CA and TP cases made by Statutory Undertakers and affected persons (APs)

6.1.2. Having regard to the above listed considerations at the end of this chapter we reach conclusions and recommendations with respect to land rights powers being sought.

6.2. LEGISLATIVE REQUIREMENTS AND RELATED GUIDANCE

LEGISLATION

Planning Act 2008 (PA2008)

6.2.1. Section 122(2) of PA2008 provides that a DCO may authorise CA only if the Secretary of State for Energy, Security and Net Zero (SoSESNZ) is satisfied that certain conditions are met. That includes that the land subject to CA is required for the development to which the development consent relates or is required to facilitate or is incidental to it.

6.2.2. In addition, s122(3) of PA2008 requires that there must be a compelling case in the public interest for the land to be acquired compulsorily. For that to be met, the former Department of Communities and Local Government's 'Guidance related to procedures for the compulsory acquisition of land' (September 2013 (the CA Guidance) indicates that the SoSESNZ will need to be persuaded that there is compelling evidence that the public benefits that would be derived from the CA would outweigh the private loss suffered by those whose land would be acquired.

6.2.3. Section 123 of PA2008 relates to the land which the authorisation of CA can cover. S123(1) permits CA if one of the three conditions in subsections (2) to (4) is met.

6.2.4. Section 127 of PA2008 applies to statutory undertakers' land and allows for a DCO to include the CA of land or rights over land held by a statutory undertaker for the purposes of its undertaking. Where a statutory undertaker makes representations about the CA sought, a made DCO can include the CA of rights over the undertaker's land provided the SoSESNZ is satisfied that the rights can be purchased without any serious detriment to the carrying on of the undertaking in consequence of the acquisition of the right, or can be made good by undertakers by the use of other land belonging to or available for acquisition by them.

6.2.5. Section 132 of PA2008 applies to common land and open space over which the CA of rights is being sought. Under s132 it is necessary to consider whether affected common land and/or open spaces when burdened with acquired rights would need to be replaced by other land capable of fulfilling the same purpose to ensure there would be no less advantage for the owner or any member of the public using the affected land. The seeking of rights under s132 may invoke special parliamentary procedure if the SoSESNZ is not satisfied the provisions of subsections (3) to (5) have been met.

6.2.6. Section 135 of PA2008 provides that an order granting development consent may include a provision authorising the CA of an interest in crown land only: if the interest is for the time being held otherwise than by or on behalf of the crown; and if the appropriate crown authority consents to the acquisition.

6.2.7. Section 138 of PA2008 relates to the extinguishment of rights on statutory undertakers' land. It states that an order may include a provision for the extinguishment of the relevant rights, or the removal of the relevant apparatus only if the SoSESNZ is satisfied that the extinguishment or removal is necessary for the purposes of carrying out the development to which it relates.

Human Rights Act 1998 (HRA1998)

6.2.8. The HRA1998 places the European Convention on Human Rights (ECHR) into UK statute. The ECHR is subscribed to by member states of the Council of Europe. ECHR rights are enforceable in the domestic courts but with final recourse to the European Court of Human Rights. Fulfilling duties under the ECHR are unaffected by the UK's decision to leave the European Union. Articles 1, 6 and 8 of the ECHR are engaged by the proposed development.

Equality Act 2010 (EA2010)

6.2.9. The EA2010 introduced the public sector equality duty (PSED) and the PSED applies to our conduct during the Examination, our reporting and to the SoSESNZ's decision making. Having regard to our responsibilities under the PSED, during the examination APs were given the opportunity to make their cases in writing and/or through attendance at hearings. We are content that we fulfilled our duties under the PSED.

RELATED POLICY AND GUIDANCE

CA Guidance

6.2.10. In addition to the legislative requirements set out above, the Planning Act 2008: Guidance related to procedures for the compulsory acquisition of land (CA Guidance) sets out a number of general considerations which also need to be addressed, namely that:

- All reasonable alternatives to CA (including modifications to the development) have been explored;
- The proposed interference with the rights of those with an interest in the land is for a legitimate purpose and is necessary and proportionate;

- The applicant must have a clear idea of how it intends to use the land subject to CA powers;
- The applicant must be able to demonstrate that funds are available to meet the compensation liabilities that might flow from the exercise of CA purposes;
- The decision-maker must be satisfied that the purposes stated for the CA are legitimate and sufficiently justify the inevitable interference with the human rights of those affected.

6.2.11. Paragraph 25 of the CA Guidance states that applicants should seek to acquire land by negotiation wherever practicable.

6.2.12. Further to part 1 of schedule (s) 5 of PA2008, TP powers are capable of being within the scope of a DCO. The PA2008 and the CA Guidance do not contain the same level of specification and tests to be met in relation to the granting of TP powers as for CA powers because, by definition, such powers do not seek to permanently deprive or amend a person's interest in land. The provisions of s122 and s123 of PA2008 do not apply to the consideration of any requested TP powers. However, the use of TP powers must be justifiable and compatible with human rights tests as discussed below.

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

6.2.13. Section 2.6 in NPS EN-5 advises that for projects to be able to lawfully install, inspect, maintain, repair, adjust, alter, replace or remove electricity lines (above or below land) or other related equipment, applicants must own or hold sufficient rights in the land required. Section 2.6 of NPS EN-5 further advises that where an applicant does not own the land needed it should try and reach voluntary agreements to be able to undertake the relevant work, with CA powers to be used as a last resort.

6.3. THE APPLICATION

6.3.1. The applicant's case in relation to CA and TP has been set out in the following documents:

- Land Plan (Revision E) [REP5-004]
- Crown Land Plan [APP-008]
- Draft Development Consent Order (Revision F) [REP7-005]
- Statement of Reasons (Revision B) [REP3-028]
- Funding Statement (Revision B) [REP3-028]
- Draft Explanatory Memorandum (Revision D) [REP7-008]
- Book of Reference (Revision F) [REP7-010]
- Land and Rights Negotiations Tracker (Revision E) [REP7-013]

6.3.2. During the examination, the applicant updated these documents and the most up to date versions are those listed above.

Draft Development Consent Order (dDCO)

6.3.3. The application dDCO [APP-017] and all subsequent versions submitted by the applicant up until the examination's close [REP7-005] include within Part 5 provisions intended to authorise the CA of the freehold over some land and the acquisition of rights over land. The powers sought within the dDCO are detailed in:

- Article 21 for all interests in land, shaded pink on the Land Plan (REP5-004);
- Article 29 for all interests in land including freehold in respect of subsoil only;
- Article 24 for the permanent acquisition of new rights shaded blue on the Land Plan;
- Articles 31 and 32 for the temporary use of land to permit construction or maintenance where the applicant has not yet exercised powers of CA, shaded yellow on the Land Plan and
- Articles 25 and 27 for the overriding of easements and other rights.
- In relation to statutory undertakers' apparatus within the Order land, the dDCO includes protective provisions within Part 6 Article 45.

6.3.4. The dDCO also includes additional powers that may constitute an interference with land or rights over land which comprise:

- Article 8 relating to street works;
- Article 12 for the temporary closure, restriction or prohibition of use of streets and public rights of way;
- Article 13 in relation to the use of private roads;
- Article 14 for access to works;
- Article 17 relating to the discharge of water;
- Article 19 for protective works to buildings;
- Article 20 for the authority to survey and investigate the land;
- Article 23 in relation to the incorporation of the minerals code;
- Article 27 relating to the power to override easements and other rights;
- Article 40 for the felling and lopping of trees and removal of hedgerows; and
- Article 41 relating to trees that are subject to Tree Preservation Orders.

Statement of Reasons

6.3.5. In the Statement of Reasons [REP3-028], the applicant considers that in the absence of the powers included in the dDCO, the Order land could not be assembled, uncertainty would continue to prevail, and its objectives and policy objectives would not be achieved. The CA powers in the dDCO would enable the applicant to construct, operate, maintain, protect and decommission the Scheme, mitigate the impacts where necessary and allow access as required.

6.3.6. In the Statement of Reasons, the applicant has set out that the scope of the powers of CA proposed goes no further than needed and all of the land included within the Order land is needed to achieve the delivery of the

proposed development. Steps have been undertaken to ensure that any interference of rights in respect of the land is no more than necessary to deliver the benefits associated with the scheme.

6.3.7. The applicant has provided details within section 8 to set out and evidence the communications and negotiations that have been carried out throughout the application and examination stages. The process included identifying parties within Categories 1, 2 and 3 and these are set out in the Book of Reference (BoR) [REP7-010] and Land and Rights Negotiations Tracker [REP7-013]. Section 8.2 details the methodology followed in order to carry out the diligent inquiries and 8.3 and 8.4 set out the consultations carried out.

6.3.8. The applicant notes that there are a number of plots in the Land plans which are not registered at Land Registry however they have carried out diligent inquiries and have established ownership of a number of these plots. The remaining plots where it has not been possible to establish ownership have been noted in the BoR as 'unregistered' or 'unknown'.

Land Rights and Negotiations Tracker

6.3.9. The applicant has submitted a Land and Rights Negotiations Tracker [REP7-013] with the purposes of enabling the applicant to report on the status of land rights including those not agreed with APs and other parties following the application's submission, and on any progress that might be made during the examination with respect to reaching agreements with APs and other parties before the examination's close.

6.3.10. The first completed version of the Land and Rights Negotiation Tracker was submitted at [APP-022] and then updated a further five times with [REP7-013] being the final submitted version, and serves as a point of reference for identifying which of the land rights powers sought by the applicant remain in dispute at the examination's close.

Funding Statement

6.3.11. In terms of the submitted Funding Statement, this sets out the applicant's case that it has the ability to procure the financial resources required for the proposed development, which includes the cost of acquiring land and rights, the payment of compensation where required and to cover any blight claims in the event that any arose. The document sets out the corporate structure including previous experience of delivering renewable energy projects and details that 100% ownership of Island Green Power now lies with Macquarie Asset Management, who have invested in the UK's green energy sector since 2005.

6.3.12. The Funding Statement estimates costs for the scheme at approximately £950 million to £1 billion, which includes allowance for inflation and project contingencies. The applicant advises that, should the DCO be granted for the scheme, IGP would seek further funding, which is a common approach, and therefore a final decision has not yet been made on the type of finance that would be used, however they are confident that the scheme is commercially viable and can be funded. Furthermore, the dDCO includes Article 48 in Part

6 which prevents the CA powers from being exercised until the SoS has approved security of funding from the applicant.

Summary of Position

6.3.13. The applicant has summarised the CA and TP position at the close of the examination in section 3.8 of their Closing Statement [REP7-025] and the Land Rights and Negotiations Tracker [REP7-013] and Book of Reference [REP7-010]. At the close of the examination, the applicant confirmed that they have progressed 67% of the length of the cable route corridor to signed Heads of Terms.

PROPOSED CHANGES

6.3.14. The applicant submitted a change request on 10 November 2025 [AS-016] and the changes requested are described in section 3 of the applicant's Change Application and Consultation Report [CR1-039].

6.3.15. The making of some of the changes to the application engaged the Infrastructure Planning (Compulsory Acquisition) Regulations 2010, requiring the applicant to give notice of and publicise the changes to the application.

6.3.16. The applicant's second change request [AS-017] and [CR2-023] did not involve any additional land or changes to the proposed compulsory acquisition powers and therefore the CA regs were not engaged in this instance. Full details of the change requests are set out in chapter 1 of this recommendation report.

6.4. ISSUES CONSIDERED DURING THE EXAMINATION

Statutory Consultees

6.4.1. Compulsory Acquisition Hearings were held on Wednesday 10 December 2025 (CAH1) [EV6-001] to [EV6-005] inclusive, and on Thursday 12 March 2026 (CAH2) [EV14-001] to [EV14-003] inclusive.

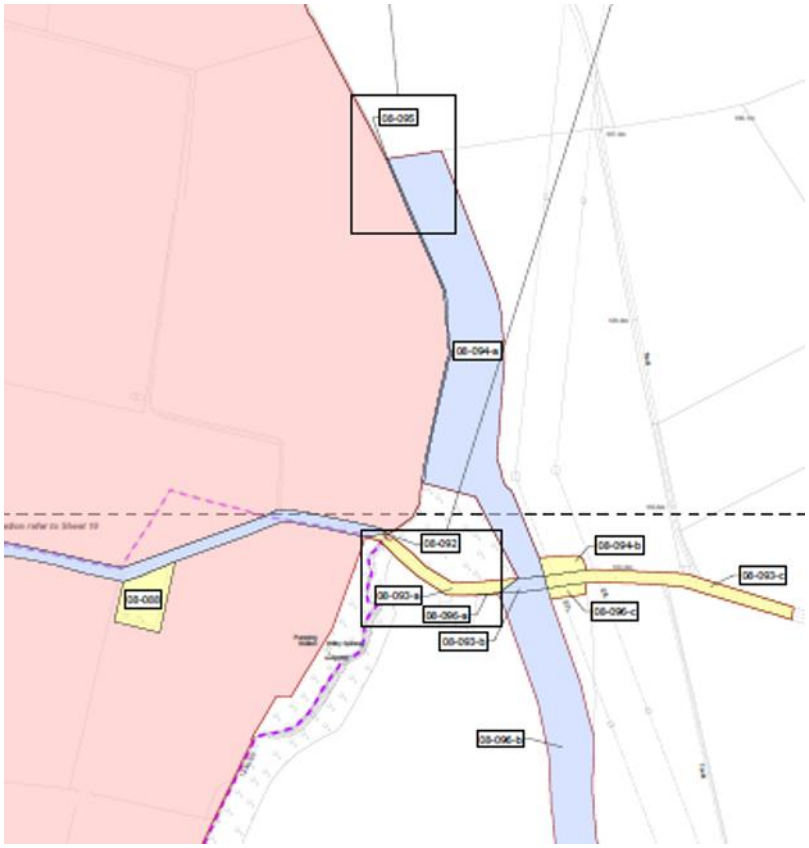
6.4.2. During the examination, it was highlighted by Anglian Water (AW) that not all easements and freehold assets had been identified. Under ExQ3 [PD-017] the ExA asked for an update on this position. At [REP6-061] the applicant and AW advised that this matter had now been resolved, and this was confirmed in the submitted Statement of Common Ground (SoCG) with AW [REP6-079] and a written response from AW [REP6-087].

6.4.3. During the examination, following on from CR1, National Highways (NH) raised an objection to granting an easement in respect of the additional plot 12-128-b [CR-006]. In [REP6-061] the applicant confirmed that protective provisions and a side agreement had been agreed with NH and the protective provisions are included in the dDCO. As such, all matters in respect of this plot have now been agreed between the applicant and NH and this is reflected in the final SoCG with NH [REP7-040].

Plot 08-094a

6.4.4. Throughout the examination, an AP raised concerns about the width of part of land plot 08-094a shown on Sheet 8 of 18 of [REP5-004] where it runs between the woodland and pylon ZA284 as shown in the excerpt below.

Figure 6.1: Excerpt from the applicant's Land Plan (Revision E)



Source: Sheet 8 of 18 of [REP5-004]

6.4.5. The AP's concerns related to the impact of the proposed cable route through this gap and the potential impacts on the habitats and species within this area of woodland [REP3-129].

6.4.6. The applicant engaged in discussions with the AP in relation to this and also provided further information at [REP6-061]. The applicant clarified that the approximate 41.3m width between the woodland and pylon would be sufficient to allow the cable route to be constructed in this location whilst adhering to safety restrictions in proximity to the pylon and ensuring there would be no adverse impacts on the woodland and its inhabitants. The width of the Order Limits in this section is shown at around 32.59m which allows for a 15m woodland offset, a 14.31m indicative cable route corridor and a 12m offset to the overhead lines. The applicant pointed out the Arboricultural Impact Assessment and Outline Arboricultural Method Statement [REP6-015] and the Outline Ecological Protection and Mitigation Strategy [REP7-015] would secure the buffer zones for the cable route corridors and the Green Hill sites themselves. The applicant also offered to attend the site with the AP and set out the measurements and distances to provide assurance.

Crown Land

6.4.7. During the examination, confirmation was provided that the crown did not hold any interests in the land originally identified. This was detailed in the Land Rights and Negotiations Tracker [REP5-012] and in [REP6-069]. It has therefore been confirmed that there is no crown land within the proposed development and as such section 135 of the PA2008 is not engaged in this case.

Funding Statement

6.4.8. The ExA posed a question in ExQ3 [PD-017] about the submitted Funding Statement [REP3-028] querying the level of detail provided. The ExA asked whether the applicant would consider providing additional information. In addition, concerns over the funding - particularly for decommissioning - were raised by IPs during the examination in OFH3 [EV10-001] to [EV10-003] inclusive.

6.4.9. The applicant responded to ExQ3 in [REP6-061] and explained that the funding and delivery process is common in all large-scale energy projects and the scheme is financially robust and deliverable and therefore providing accounts and summaries would not provide further evidence. Article 48 of the dDCO [REP7-005] requires a parent company guarantee or other security prior to any CA and TP powers and ensures that any compensation will be paid.

6.4.10. In terms of the funding for decommissioning concerns raised in SA-006, SB-004, BS-002, and TG-001 of [REP6-070], the applicant refers to requirement 21 of schedule 2 to the dDCO [REP7-005] which requires the scheme to be decommissioned in accordance with an approved plan, and that failure to adhere to this requirement is a criminal offence.

6.4.11. The applicant also notes that there is no policy requirement for a decommissioning fund to be imposed and therefore the inclusion of requirement 21 complies with the provisions of NPS EN-3. The applicant confirms that they have entered into voluntary agreements with the landowners of plots housing the solar panels to give decommissioning security for landowners' protection.

6.5. EXA'S CONCLUSIONS

6.5.1. The ExA is satisfied, based on the submitted information, that the issues raised by AW and NH have satisfactorily been addressed as detailed in [REP6-079], [REP6-087] and [REP7-040].

6.5.2. In relation to the width of the cable corridor at plot 08-094-a, the applicant has demonstrated that sufficient widths can be achieved to ensure the cable route corridor can be constructed whilst allowing for sufficient buffers to the woodland and the pylon and overhead lines. The ExA notes the applicant's intention to continue to work with the AP of this parcel of land and the ExA is satisfied from the applicant's explanations that this area of the Order limits, although narrow, could accommodate the proposed cable width without

resulting in adverse impacts on the woodland and any habitats and wildlife and would not pose a safety risk in working in proximity to the existing pylon. Measures to ensure safe working and protection of the woodland are detailed in the oEPMS [REP7-017], oAMS [REP6-015] and oCEMP [REP7-015]and these are subsequently secured by schedule 13 of the dDCO [REP7-005].

6.5.3. The ExA is content that matters relating to the potential for crown land have been dealt with satisfactorily and confirms that there is no crown land involved in the proposed development and therefore section 135 of the PA2008 is not engaged.

6.5.4. The ExA is aware that the submitted Funding Statement [REP3-028] contains less information than some other projects. However, the applicant's explanation of the procedure, as well as the inclusions within the dDCO [REP7-005] which require certain guarantees in relation to the funding for the project, decommissioning and compensation are noted. As such, the ExA is reassured that there are sufficient measures in place to secure all relevant funding for the lifetime of the proposed development, including decommissioning.

OVERALL CONCLUSIONS

6.5.5. The ExA is satisfied that there is a clear need for all the land included in the BoR to be subject to CA or TP and there is a need to secure the land and rights required to construct the proposed development which represents a significant public benefit to weigh into the balance. The applicant has justified its reasoning for the land identified to be subject to the powers, and the private loss to those affected has been mitigated by the minimisation of the extent of the rights and interests proposed to be acquired as far as reasonably possible. The applicant has demonstrated that all reasonable alternatives to CA have been adequately explored and the ExA is of the view that all reasonable efforts have been made to reach agreement with APs. Furthermore, the ExA is content that the applicant has done all it reasonably can to identify the unknown landowners.

6.5.6. In terms of considerations in relation to the Human Rights Act 1998 and Equalities Act 2010, the ExA considers that suitable consultation took place and APs had sufficient opportunities to make representations during the pre-application process and the examination. During CAH1 and CAH2, all APs who wished to be heard had the opportunity to do so fully, fairly and in public. The ExA therefore considers that the obligations set out in Article 6 have been met.

6.5.7. As the ExA has found that there is a compelling case in the public interest for all of the land identified to be acquired compulsorily, we are of the view that the proposed interference with individuals' rights would be lawful, necessary, proportionate and justified in the public interest. The ExA therefore concludes that the CA and TP powers sought comply with the Human Rights Act 1998 and Equalities Act 2010.

6.5.8. The powers sought therefore satisfy the conditions set out in s122 and s123 of the PA2008 as well as the CA guidance. In relation to statutory undertakers, all protective provisions were agreed at the close of the examination, except for NGET where negotiations were not concluded. This is covered in chapter 7 of this report. The ExA therefore consider that the powers sought meet the conditions set out in s127 and s138 of the PA2008 and CA guidance.

6.5.9. Having regard to all of the relevant submissions and the justifications provided, the ExA finds that there is a compelling case in the public interest for the CA and TP powers sought and that they are proportionate and reasonably required to enable the delivery of the scheme moving forward. As such, the ExA recommends acceptance of the CA and TP powers proposed in the dDCO.

7. DRAFT DEVELOPMENT CONSENT ORDER AND RELATED MATTERS

7.1. INTRODUCTION

7.1.1. The draft Development Consent Order (dDCO) [APP-017] and accompanying Explanatory Memorandum (EM) [APP-018] were submitted by the applicant as part of the application for development consent. The EM explains the purpose and effect of each article of, and schedules to, the dDCO and why they are required.

7.1.2. The power for the Secretary of State (SoS) to designate, and the requirement to have regard to, model provisions under the Infrastructure Planning (Model Provisions) (England and Wales) Order 2009 was removed by the Localism Act 2011. However, the applicant's dDCO does draw on the model provisions, together with drafting that takes precedence from recently made DCOs for other nationally significant infrastructure projects under the Planning Act 2008 (PA2008). The dDCO is in the form of a statutory instrument as required by section 117(4) of the PA2008.

7.1.3. Guidance on the preparation of a DCO includes:

- Planning Act 2008: Content of a Development Consent Order required for Nationally Significant Infrastructure Projects (30 April 2024); and
- Nationally Significant Infrastructure Projects - Advice Note Fifteen: drafting Development Consent Orders (1 July 2018).

7.1.4. This chapter starts by providing an overview of the dDCO, and reports on progress through the examination. Matters which were subject to discussion and changes subsequently made by the applicant to the dDCO are reported on. We have only reported on the main discussion points and contentious matters and have not reported on every change made to each version.

7.1.5. The dDCO and EM were updated by the applicant throughout the examination with the final version of the dDCO being Revision F [REP7-005] and the EM being Revision D [REP7-008].

7.1.6. This chapter then considers matters where there were outstanding objections at the end of the examination and any changes that should be made to the dDCO [REP7-005] in order to arrive at the Examining Authority's (ExA's) recommended DCO (rDCO) in appendix C to this report, should the SoS be minded to make the Order.

7.2. THE ORDER AS APPLIED FOR

7.2.1. The submitted dDCO [APP-017] sets out a number of provisions to enable the construction, operation and maintenance, and decommissioning of the proposed development. The final dDCO [REP7-005] contains 48 articles set out in six parts, which are briefly described here and in more detail in the EM [REP7-008]:

- Part 1 (Preliminary) - Article 1 sets out what the Order may be cited as and when it comes into force. Article 2 sets out the meaning of the defined terms used in the Order.
- Part 2 (Principal Powers) - Articles 3 to 5 provide development consent for the proposed development, and allow it to be constructed, operated and maintained by the undertaker. Articles 6 and 7 relate to the application and modification of certain legislative provisions and defence to proceedings in respect of statutory nuisance respectively.
- Part 3 (Streets) - Articles 8 to 16 provide powers in relation to street works.
- Part 4 (Supplemental Powers) - Articles 17 to 20 set out supplementary powers relating to the discharge of water, removal of human remains, protective works to buildings, and the authority to survey and investigate land.
- Part 5 (Powers of Acquisition) - Articles 21 to 35 provide for the undertaker to be able to compulsorily acquire land within the Order Limits and rights over and within it, including for the temporary use of land. The provisions provide for compensation to be payable to affected persons in respect of these powers, where that is not already secured elsewhere.
- Part 6 (Miscellaneous and General) - Articles 36 to 48 contain various miscellaneous and other general provisions. These include consent to transfer the benefit of the Order, how landlord and tenant law applies in relation to the Order and that the Order Limits will be "operational land", powers in relation to trees and hedgerows, certification of plans and documents, confirming no double recovery of compensation, rules for arbitration, protective provisions, serving notices, procedure for certain approvals (other than requirements) and guarantees in respect of payment of compensation.

7.2.2. There are 16 schedules to the Order, as follows:

- Schedule 1 - the description of the proposed development.
- Schedule 2 - sets out the requirements that apply to the construction, operation, maintenance and decommissioning of the proposed development.
- Schedule 3 - lists the legislation that the Order disapplies relating to drainage, infrastructure, land, planning, railways and water, in so far as any provisions are inconsistent with the powers contained in the Order.
- Schedules 4 to 8 - matters in relation to street works and alterations, public rights of way, access to works and details of the streets subject to traffic regulation measures both during construction of the proposed development and permanently.
- Schedule 9 - sets out the areas of land over which only new rights may be acquired by the undertaker and the nature of the rights that may be acquired.
- Schedule 10 - amendments to legislation to ensure appropriate compensation is payable where new rights over land are acquired under the Order.
- Schedule 11 - land which may be subject to temporary possession.
- Schedule 12 - details of hedgerows to be removed.

- Schedule 13 - list of documents and plans to be certified by the SoS.
- Schedule 14 - sets out arbitration rules that apply to most arbitrations in connection with the Order.
- Schedule 15 - sets out protective provisions for the benefit of statutory undertakers whose apparatus may be affected by the proposed development.
- Schedule 16 - procedure for the discharge of requirements.

ORDER PARAMETERS AND CONSENT ENVELOPE

7.2.3. The detailed design of the proposed development (Work Nos. 1, 2 and 3, being the solar arrays, battery storage and substations) must be in accordance with the Concept Design Parameters and Principles (CDPP) [REP6-039], as secured by requirement (R) 5 of the dDCO [REP7-005].

7.2.4. Article 3 grants development consent for the "authorised development" (the description of the scheme set out in schedule 1). Any consent for the authorised development is subject to two key controls, which together form the "consent envelope". These are:

- Works Plan [REP6-003] - in schedule 1, the authorised development is divided into a series of component parts, referred to as "numbered works". Article 3(2) of the Order requires that the numbered works authorised by the Order are situated within the corresponding areas shown on the Works Plan.
- Requirements - Article 3(1) provides that consent for the authorised development is only given subject to compliance with the requirements set out in schedule 2 to the Order.

7.2.5. In addition to the CDPP, other DCO requirements, certified documents and plans would operate to control and manage the detailed design of the proposed development, as well as its construction, operation and maintenance and decommissioning. These are set out in more detail in section 1.6 of the EM [REP7-008].

7.3. CHANGES DURING EXAMINATION

7.3.1. The content of the dDCO was explored by the ExA at several points during the examination, including as part of three rounds of written questions [PD-007] [PD-011] [PD-017] and at Issue Specific Hearing (ISH) 3 [EV5-001] and ISH6 [EV13-001].

7.3.2. The ExA issued its schedule of proposed changes to the dDCO [PD-015] on 28 January 2026, with any comments on it due by examination deadline 5.

7.3.3. Discussions on the provisions contained in the dDCO and representations made by the LPAs and interested parties resulted in various amendments. Details of the changes made between each version can be found in the applicant's Schedule of Changes to the dDCO [REP7-021]. Notable changes made to the dDCO during the examination are summarised below:

- Deadline 1 [REP1-008]:

- Table of contents added.
- Clarification of article 2 definition of outline drainage strategy.
- Drafting added to article 39 to address the implications of the Hillside Parks Ltd v Snowdonia National Park (2022) case.
- Anglian Water added to R11 as a consultee on the detailed surface water drainage scheme.
- Various corrections to schedules 5 and 6 for clarity and to amend numbering, distances and omissions.
- Corrections to colouring used for each type of hedgerow on the Hedgerow and Tree Protection Order Plan, and correction of plan name throughout schedule 12.
- Correction to schedule 13 of document reference and to include omitted document.
- Various amendments to schedule 15 protective provisions to reflect discussions between the applicant and statutory undertakers.

- Deadline 2:
  - a revised dDCO was not submitted at this deadline.
- Deadline 3 [REP3-024]:
  - Amendment to article 2 definition of authorised development to clarify its scope and to align with the definition used in the Tillbridge Solar Project Order 2025.
  - A requirement to provide details of the phasing of construction and a timeline added to R2 to address the request from West Northamptonshire Council (WNC) during ISH3 to have greater sight of when applications to discharge requirements will be made.
  - Amendment to R9 and R11 to provide clarification in response to comments from North Northamptonshire Council (NNC) during ISH3 that not all requirements dealt with the potential for multiple planning authorities to be discharging the requirement.
  - Amendment to R16 to ensure National Highways (NH) is consulted by the LPA on the operational traffic management plan.
  - Amendment to schedule 9 providing clarification in relation to the specific rights associated with the cable route that are being sought over NH plots forming the A45.
  - Footnotes have been added below the tables in schedule 12 in response to concerns raised during ISH3 that there should be improved signposting to the landscape and ecological management plan.
  - Amendment to schedule 16 to provide clarification that each application for discharge of a requirement or other consent will be treated as separate applications, even if submitted at the same time.
  - As requested by the LPAs at ISH3 schedule 16 was also updated to provide them with eight weeks instead of six to review applications.
- Deadline 4:
  - a revised dDCO was not submitted at this deadline.
- Deadline 5 [REP5-008]:

- Amendment to article 18 to clarify that, should any human remains be discovered where a licence under the Protection of Military Remains Act 1986 applies, the conditions of that licence are to be adhered to.
- Amendment to the description of Work No. 1 in schedule 1 following the amended threshold for onshore solar generating stations regarding the amount of installed capacity required to be considered as a nationally significant infrastructure project in the Infrastructure Planning (Onshore wind and Solar Generation) Order 2025.
- R9 updated following discussions at ISH3 to secure a greater than 10% gain in habitat units. The figure of 47% includes what the applicant considers to be an appropriate buffer taking into account any changes in the metric and detailed design between now and commencement of development.
- The Environment Agency (EA) added as a consultee under R11, R13 and R14.
- Amendments to R12 to reflect that the written scheme of investigation for further evaluative archaeological trenching post-consent has been agreed. Changes ensure that this evaluative work will be carried out, and the results are taken into consideration in the design of written schemes of investigation setting out the site-specific archaeological mitigation required. Definition added to article 2 as a consequence.
- Amendment to R21 to add NH as a consultee.

- Deadline 6 [REP6-005]:
  - Following confirmation that there is no crown land within the Order Limits article 49 was removed, with consequential amendments to articles 2, 21 and 24.
  - Responding to a query in the ExA's third written questions [Q3.10.3 of PD-017] a new work number (10C) was added to schedule 1 to describe a permissive path which will also permit use by cyclists.
  - Amendments to schedule 15 to implement the form of protective provisions agreed with National Grid Electricity Distribution (East Midlands) plc (NGED), NH, EA, and Cadent Gas Limited.
  - Updated definition to clarify in schedule 16 that the relevant bodies are also to be consulted on any amendments to approved documents, to address concerns raised by NH.
  - Schedule 16 determination period extended further to ten weeks to be consistent with the Mallard Pass Solar Farm Order 2024, following comments from NNC during ISH6. Time periods for requesting further information extended by five days in response to NNC comments.

- Deadline 7 [REP7-005]:
  - Schedule 13 updated to reflect document updates during the examination.

7.4. POSITION AT THE CLOSE OF THE EXAMINATION

7.4.1. At the close of the examination the applicant had addressed the majority of the points raised by the ExA, statutory undertakers, and other interested

parties with the various amendments previously summarised in this chapter contributing to the final version of the dDCO [REP7-005].

7.4.2. However, there remained some matters in relation to the dDCO upon which interested parties maintained their objections at the close of the examination. These are discussed below:

DURATION OF THE OPERATIONAL PHASE

7.4.3. Under R21 of the dDCO [REP7-005] the operational life of the proposed development would be up to 60 years. Throughout the examination NNC [REP7-030] and WNC [REP7-032] objected to the temporal impacts of the proposed development and maintained that R21 should be amended to a materially preferrable 40-year operational life. The Councils argue that a 60-year period is more akin to a permanent development than a temporary one.

7.4.4. The applicant's closing statement [REP7-025] summarises in section 3.4 its case setting out why a 60-year operational life is appropriate in this case. The applicant acknowledged that an upper limit of 40 years is typical; however, paragraph 2.10.141 of NPS EN-3 recognises that applicants may seek consent for differing time-periods for operation. The applicant highlights precedent for a 60-year operational life in a number of other made DCOs for solar projects. The applicant goes on to state that a 60-year period was chosen in recognition of the urgent need for renewable energy generation and that the impacts of a 60-year operational life were assessed through the Environmental Statement and appropriate mitigation secured through the dDCO.

7.4.5. The ExA has considered this matter carefully but has not amended the maximum operational life in our rDCO. We are mindful that NPS EN-3 allows for longer time periods for operation than the typical 40 years, and of the urgent need for renewable energy generation. Both the dDCO and Environmental Statement are based on assessing and mitigating a project with a 60-year operational life.

DECOMMISSIONING AND COMMUNITY FUND

7.4.6. During the examination, most notably during open floor hearings OFH1 [EV8-003], OFH2 [EV9-003] [EV9-005] and OFH3 [EV10-002] [EV10-003] a number of interested parties raised concerns relating to funding and that this should be secured through any made DCO.

Decommissioning - restoration fund

7.4.7. A number of parties expressed concerns regarding the operational life of the proposed development and that much can change over a 60-year period. Local people were worried that as, under article 37 of the dDCO [REP7-005], benefit of the Order could be transferred and companies could face harsh economic realities in an unknown future, restoration might not be properly carried out at the end of the operational life of the scheme. Accordingly, suggestions were made that some form of up-front restoration bond, akin to

those secured through the minerals planning process, should be secured through the dDCO.

7.4.8. The applicant responded [REP6-070] by stating the role of R21 of the dDCO in securing decommissioning and restoration. R21 requires the scheme to be decommissioned in accordance with a decommissioning plan to be approved by the relevant planning authorities. The scheme must then be decommissioned in accordance with the approved plan. Failure to comply with this requirement is a criminal offence. The applicant went on to note that there is no policy requirement for a decommissioning fund to be imposed and that it considers R21 complies with paragraphs 2.10.146 to 2.10.148 of NPS EN-3. The SoS considered the need for separate decommissioning funds to be secured in the DCO in the Oaklands Farm Solar Park decision, and was satisfied that the decommissioning requirement was sufficient.

7.4.9. The ExA is mindful that there is no precedent for securing a restoration bond through a made DCO and that NPS EN-1 makes no mention of such a mechanism. We are content that R21 of the dDCO secures the post-operation decommissioning and restoration of scheme.

Community fund

7.4.10. The applicant has stated its commitment to providing a Community Benefit Fund (CBF) (section 4.8 of [REP6-037]) which would be available to fund local community projects. However, the CBF does not form part of the DCO application, as in the applicant's view it is not required to mitigate the impacts of the proposed development. The CBF cannot therefore be taken into consideration by the ExA or the SoS when considering this application.

7.4.11. During the examination at hearings and in written submissions (such as [REP1-190] and [REP1-246]), local people, including Parish Councils, expressed their concerns that funding from the CBF would not be guaranteed for local community projects unless the CBF was secured within any made DCO. They pointed to examples of other developments in the local area where community funding had been offered on a voluntary basis but was not ultimately forthcoming.

7.4.12. The applicant responded (NNC-085 of [REP1-161]) stating that additional voluntary or other types of benefits that do not directly relate to the scheme are to be delivered through the CBF, hence its separation from the DCO process. In BS-002 of [REP6-070] the applicant quoted from the consultation on the Community Benefits and Shared Ownership for Low Carbon Energy Infrastructure Working Paper that community benefits are legally immaterial to planning decisions (although acknowledging that the consultation considered proposals to make community funding mandatory in future).

7.4.13. The ExA's view is that the CBF does not form part of this DCO application and therefore we are unable to add any reference to it into our rDCO.

NATIONAL HIGHWAYS

7.4.14. During the examination NH requested to be added as a consultee to a number of requirements, and the applicant accordingly added them to R16 and R21 of the dDCO [REP7-005].

7.4.15. Additionally, the applicant updated the oCEMP [REP7-015] to provide for NH to be consulted on fencing, drainage and construction activities that are outside of the strategic road network (SRN) but have the potential to affect the SRN. Therefore, NH confirmed in [REP7-040] it no longer needed to be added as a specific consultee to R10, R11 and R13.

7.4.16. However, NH continued to request that it is added as a consultee to R3 [REP7-040]. The applicant notes in [REP7-040] that R3 enables amendments to be made to approved documents. Schedule 16 of the dDCO [REP7-005] has been amended to confirm that any consultee named in a requirement is also to be consulted on any application, made under R3, to amend a document approved under that requirement. This ensures relevant technical consultees would also be consulted on amendments to approved documents.

7.4.17. The ExA considers the applicant's amendments to schedule 16 of the dDCO to be sufficient and has therefore not amended R3 in our rDCO.

PROTECTIVE PROVISIONS

7.4.18. The protective provisions in parts 5 to 9 of schedule 15 of [REP7-005] are set out in their agreed forms for the protection of Anglian Water [REP6-079], NH [REP7-040], EA [REP7-036], Cadent Gas Limited [REP6-068] and the lead local flood authorities [REP7-030] [REP7-032] [REP7-034].

7.4.19. The protective provisions in part 4 of schedule 15 are also in an agreed form with NGED. The applicant confirmed in its closing statement [REP7-025] that it had entered into an associated side agreement with NGED on 8 April 2026. NGED confirmed in [REP7-049] that it was therefore withdrawing its objection to the application.

National Grid Electricity Transmission plc

7.4.20. Protective provisions in favour of NGET are set out in part 3 of schedule 15 of the dDCO [REP7-005].

7.4.21. In its written representation [REP1-177], NGET highlighted that, in addition to existing assets within or in close proximity to the proposed development, it will be bringing forward two future projects in this location (collectively referred to as the NGET Upgrade Projects):

7.4.22. reconductoring works to 4ZA route of existing overhead lines at Grendon substation as part of the wider Weston Marsh to East Leicestershire Project; and

7.4.23. reinforcement and upgrade of the conductor on the existing 400kV double circuit overhead line (A486 and A487) between towers ZA301 and ZA418A

from Sundon to Grendon (known as the Sundon to Grendon Reconductoring Project).

7.4.24. NGET in [REP1-177] highlight the interactions between the proposed development and the NGET Upgrade Projects and the need to ensure that each project can be delivered without unduly interfering with the other. Their representation went on to acknowledge that a set of protective provisions for the benefit of NGET were included at part 3 of schedule 15 of the dDCO [APP-017]. However, NGET considered that specific reference to the NGET Upgrade Projects needed to be added, citing precedent in other made DCOs, and provided its preferred form of wording at appendix 2 of [REP1-171].

7.4.25. Both the applicant [REP7-025] and NGET [REP7-048] in their closing statements confirmed that, whilst negotiations remained positive between the parties on the protective provisions and a side agreement, final agreement had not been reached by the close of the examination.

7.4.26. Accordingly, NGET requested in [REP7-048] that the set of protective provisions put forward for its benefit at appendix 2 of its written representation [REP1-177] be included in any made DCO.

7.4.27. The ExA notes that both parties are confident that an agreed position would follow shortly after the close of the examination. We also note the applicant's view in [REP7-025] that it considers the protective provisions as drafted in [REP7-005] are sufficient to protect NGET’s existing and future apparatus. However, to ensure that the NGET Upgrade Projects are afforded specific protection, we have added NGET's suggested wording specific to those projects from [REP1-177] to part 3 of schedule 15 of the rDCO at appendix C to this report.

7.4.28. As the applicant states at paragraph 4.1.2 of [REP7-025] that it is in the process of finalising the form of protective provisions and a side agreement with NGET which should be concluded post-examination, part 3 of schedule 15 of the rDCO may need to be updated accordingly in any made DCO.

7.5. EXA'S PROPOSED CHANGES

7.5.1. In light of our conclusions above, we consider the following changes should be made to the applicant’s final dDCO [REP7-005] submitted at deadline 7 in order to form the rDCO included at appendix C.

Table 7.1: ExA's Proposed Changes to the dDCO

DCO provision	Recommendation	ExA's reasons
Schedule 15, Part 3	Add NGET's preferred form of wording from [REP1-177] relating to the interaction between the scheme and the NGET Upgrade Projects.	Whilst the ExA notes the positive tone of the ongoing discussions between the applicant and NGET, this matter had not been resolved at the close of the examination. Therefore, we consider it necessary to add NGET's preferred form of wording to schedule 15, part 3 to provide specific protection for the NGET Upgrade Projects.

7.6. CONCLUSIONS

7.6.1. The ExA acknowledges the issues raised by parties during the examination. The ExA has amended the dDCO where this has been considered necessary in its rDCO, as set out at appendix C. The ExA is content with the remainder of the dDCO in its final version [REP7-005]. Taking all matters raised in this chapter and all matters relevant to the Order raised throughout the examination and in this report, if the SoS is minded to make the Order, the ExA recommends that it should be made in the form set out at appendix C.

7.6.2. As discussions in relation to protective provisions between the applicant and NGET continued beyond the close of the examination the SoS may wish to invite both parties to provide an update on the final agreed form of the protective provisions to be included in part 3 of schedule 15 of the DCO.

8. SUMMARY OF FINDINGS AND CONCLUSIONS

8.1. INTRODUCTION

8.1.1. This chapter summarises the Examining Authority's (ExA) conclusions and sets out its recommendation to the Secretary of State for Energy Security and Net Zero (SoSESNZ).

8.2. CONSIDERATION OF FINDINGS AND CONCLUSIONS

8.2.1. The suite of National Policy Statements (NPS) for energy establishes an urgent need for low carbon energy. In relation to section 104 (s104) of the Planning Act 2008 (PA2008), the ExA concludes that making the recommended Development Consent Order (rDCO) would be in accordance with NPS EN-1, NPS EN-3 and NPS EN-5, where relevant.

8.2.2. In reaching its conclusions, the ExA has had regard to the submitted local impact reports (LIRs) produced by Milton Keynes City Council [REP1-169], North Northamptonshire Council [REP1-171] and West Northamptonshire Council [REP1-175].

8.2.3. Whilst the SoSESNZ is the competent authority under the Conservation of Habitats and Species Regulations 2017, and will make the definitive assessment, the ExA concludes that subject to the mitigation measures described within the applicant's final control documents, and on the basis of amendments to the Outline Operational Environmental Management Plan (oOEMP) we recommend in chapter 4, adverse effects from the proposed development on the integrity of European sites can be excluded from all impact-pathways assessed, when considered along or in combination with other plans or projects.

8.2.4. The ExA is also satisfied that biodiversity, ecological and nature conservation issues have been adequately addressed and that the requirements of NPS EN-1 have been met in this instance, having regard to regulation 7 of the Infrastructure Planning (Decisions) Regulations 2010 (Decisions Regulations). The ExA has also had due regard to conserving and enhancing biodiversity and fulfilling our biodiversity duty in accordance with the Natural Environment and Rural Communities Act 2006.

8.2.5. In relation to designated heritage assets and having regard to regulation 3 of the Decisions Regulations, the proposed development would result in less than substantial harm to four designated heritage assets, as described in section 3.6. Nevertheless, this harm would be outweighed by the substantial public benefits from the provision of low carbon energy to meet the need identified in NPS EN-1 as set out in chapter 5.

8.2.6. In considering the case for compulsory acquisition and temporary possession of land and rights in order to implement the proposed development, the ExA is satisfied that the legal interests in all plots of land in the Book of Reference [REP7-010] and the submitted Land Plans (Revision E) [REP5-004] would be required for the proposed development. The ExA considers that the applicant

has explored all reasonable alternatives and the sites have been selected appropriately with a clear intention for the use of the land. As such, the ExA is satisfied that the land to be taken is reasonably required and is proportionate and it has been demonstrated that there is a clear need to secure the land and rights required in order to construct, operate and maintain the proposed development. The applicant has also sufficiently demonstrated that there is a suitable mechanism to secure the required funding.

8.2.7. The ExA has had due regard to the provisions of the Human Rights Act 1998, in particular Article 6 (right to a fair trial) and Article 1 of the First Protocol (protection of property). The ExA considers that the examination has ensured a fair and public hearing, and that any interference with human rights arising from the implementation of the proposed development is proportionate and strikes a fair balance between the rights of individuals and the public interest. In terms of available compensation, the ExA is satisfied that this would be secured and available in respect of any quantifiable loss. As such, there is no disproportionate or unjustified interference with human rights that would conflict with the Human Rights Act 1998.

8.2.8. In terms of the Public Sector Equality Duty (PSED) the ExA finds that the proposed development would not harm the interests of persons who share a protected characteristic or have any adverse effects on the relationships between such persons and persons who do not share a protected characteristic. As such, there would be no breach of the PSED.

8.2.9. In relation to all other matters and representations received, the ExA has found no important and relevant matters that would individually or collectively lead to a different recommendation to that below.

8.2.10. The conclusions of the ExA are subject to the provisions of the recommended Development Consent Order (rDCO) in appendix C and the recommended update to the oOEMP to address the HRA concerns. Overall, the ExA finds that the very great weight to be attached to the need for the proposed development, as set out in NPS EN-1, NPS EN-3 and NPS EN-5, as well as the other benefits identified, outweighs the negative effects with respect to landscape and visual matters, historic environment, agriculture and soil, traffic and transport and socio-economics, concluded on in the planning balance in chapter 5.

8.2.11. Were the SoSESNZ to conclude differently and find that the negative effects outweigh the benefits of the proposed development in the planning balance, then the Critical National Priority (CNP) policy in NPS EN-1 would need to be considered. The ExA's CNP considerations are set out in chapter 5 of this report (Planning Balance).

8.3. MATTERS FOR THE SECRETARY OF STATE

8.3.1. The ExA recommends that the SoSESNZ considers the following matters further with the relevant parties.

8.3.2. In relation to Habitats Regulation Assessment matters, as set out in paragraph 4.1.60 of chapter 4 of this report, the ExA considers that an update to the oOEMP would be necessary in respect of operational disturbance, in order to exclude adverse effects on the integrity of the European sites.

8.3.3. In relation to the DCO, the ExA recommends that the SoSESNZ seek an update from the applicant and NGET in relation to the progress with the form of wording for their protective provisions. At this stage, protective provisions in line with NGET's suggested wording have been applied in the rDCO attached at appendix C of this report.

8.4. RECOMMENDATION

8.4.1. For all of the above reasons, and having regard to the submitted LIRs [REP1-169], [REP1-171] and [REP1-175], as well as the ExA's conclusions on important and relevant matters set out in this report, the ExA concludes that the proposed development meets the tests in s104 of the PA2008 and the case for the development has been made, and recommends that the SoSESNZ makes the Green Hill Solar Farm Order in the form set out in appendix C to this report.

8.4.2. This recommendation is made subject to resolution of the outstanding matters set out in section 8.3 above.

APPENDIX A: KEY LEGISLATION AND DEVELOPMENT PLAN POLICIES

APPENDIX A: KEY LEGISLATION AND DEVELOPMENT PLAN POLICIES

LEGISLATION

Acquisition of Land Act 1981

The Agricultural Land (Removal of Surface Soils) Act 1953

Air Quality (England) Regulations 2000

Air Quality (Standards) Regulations 2010 (as amended)

Ancient Monuments and Archaeological Areas Act (AMAAA) 1979

British Energy Security Strategy (2022)

Building Regulations (2010)

Carbon Budget Order (2021)

Climate Change Act 2008

Climate Change Act 2008 (2050 Target Amendment) Order 2019

Conservation of Habitats and Species Regulations 2017 (as amended) (The Habitats Regulations)

Construction (Design and Management) Regulations 2015 (CDM Regulations)

Control of Major Accident Hazards Regulations 2015

Control of Pollution Act 1974

Countryside Rights of Way Act 2000

The Eels (England and Wales) Regulations 2009

EIA Regulations 2017

Electromagnetic Compatibility Regulations 2016

Environment Act 1995

Environment Act 2021

Environmental Permitting (England and Wales) Regulations 2016

Environmental Protection Act 1990

Environmental Targets (Fine Particulate Matter) England Regulations 2023

Equality Act 2010

Flood Risk Regulations 2009

Flood and Water Management Act (2010)

Groundwater Directive (20061/18/EC as amended)

The Hazardous Waste Regulations (England and Wales) 2005

Health and Care Act 2022

Health and Safety at Work Act 1974

Hedgerows Regulations 1997

Historic Buildings and Ancient Monuments Act 1953

Infrastructure Planning (Decisions) Regulations 2010

Infrastructure Planning (Environmental Impact Assessment) Regulations 2017

Land Drainage Act 1991

Land Use Framework for England (Ref 79)

National Infrastructure Strategy 2020

Natural Environment and Rural Communities (NERC) Act 2006

Nitrates Directive (91/676/EEC) and Nitrate Pollution Prevention Regulations (2015)

Non-Road Mobile Machinery (Type-Approval and Emission of Gaseous and Particulate Pollutants) Regulations 2018

Planning Act 2008

Planning (Listed Buildings and Conservation Areas) Act 1990

Protection of Badgers Act 1992

Regulatory Reform (Fire Safety Order) 2005

Salmon and Freshwater Fisheries Act 1975

Town and Country Planning Act 1990

Water Environment (Water Framework Directive) (England and Wales) Regulations

Waste (England and Wales) Regulations 2011

The Waste Electrical and Electronic Equipment (WEEE) Regulations 2013

Water Resources Act 1991 (as amended)

Wildlife and Countryside Act 1981

DEVELOPMENT PLAN POLICIES REFERRED TO BY THE APPLICANT OR IN LOCAL IMPACT REPORTS

North Northamptonshire Joint Core Strategy (Adopted 2016)	• Policy 1 - Presumption in favour of sustainable development • Policy 2 - Historic environment • Policy 3 - Landscape character • Policy 4 - Biodiversity and geodiversity; • Policy 5 - Water environment, resources and flood risk management • Policy 6 - Development on brownfield land and land affected by contamination • Policy 7 - Community services and facilities • Policy 8 - North Northamptonshire place shaping principles • Policy 9 - Sustainable buildings • Policy 10 - Provision of infrastructure • Policy 11 - The network of urban and rural areas • Policy 19 - The Delivery of Green Infrastructure • Policy 20 - Nene and Ise Valleys • Policy 22 - Delivering economic prosperity • Policy 25 - Rural economic development and diversification • Policy 26 - Renewable and low carbon energy
West Northamptonshire Joint Core Strategy Local Plan Part 1 (Adopted 2014)	• Policy SA - Presumption in favour of sustainable development • Policy BN1 - Green Infrastructure Connections • Policy BN2 - Biodiversity • Policy BN3 - Woodland enhancement and creation • Policy BN4 - Upper Nene Valley Gravel Pits Special Protection Area • Policy BN5 - The Historic environment and landscape • Policy BN7 - Flood risk • Policy BN9 - Planning for pollution control • Policy BN10 - Ground instability • Policy C1 - Changing behaviour and achieving modal shift • Policy C2 - New developments • Policy C5 - Enhancing local and neighbourhood connections

	• Policy S1 - The distribution of development • Policy S7 - Provision of jobs • Policy S10 - Sustainable development principles • Policy S11 - Low carbon and renewable energy • Policy E6 - Education, skills and training • Policy E7 - Tourism, visitor and cultural industries, • Policy INF1 - Approach to infrastructure delivery • Policy INF2 - Contributions to infrastructure requirements • Policy R1 - Spatial strategy for the rural areas • Policy R2 - Rural economy • Policy R3 - A transport strategy for the rural areas
Milton Keynes Local Plan - Plan:MK 2016 - 2031 (Adopted 2019)	• Policy NE1 - Protection of sites • Policy NE2 - Protected species and priority species and habitats • Policy NE3 - Biodiversity and geological enhancement • Policy NE4 - Green infrastructure • Policy NE5 - Conserving and enhancing landscape character • Policy NE6 - Environmental pollution • Policy NE7 - Protection of the best and most versatile agricultural land • Policy D1 - Designing and high-quality place • Policy D2 - Creating a positive character • Policy SC1 - Sustainable construction • Policy SC2 - Community energy networks and large-scale renewable energy schemes • Policy SC3 - Low carbon and renewable energy generation • Policy FR1 - Managing flood risk • Policy FR2 - Sustainable drainage systems (SUDS) and integrated flood risk management • Policy FR3 - Protecting and enhancing watercourses • Policy HE1 - Heritage and development • Policy CT2 - Movements and access • Policy CT3 - Walking and cycling

	• Policy EH7 - Promoting healthy communities • Policy DS3 - Employment development strategy • Policy DS5 - Open countryside • Policy SD1 - Place-making principles for development • Policy ER8 - Employment uses and the rural economy • Policy ER15 - Hotel and visitor accommodation • Policy ER17 - Tourism, visitor and cultural destinations • Policy INF1 - Delivering infrastructure • Policy L2 - Protection of open space and existing facilities • Policy CC3 Protection of community facilities
Northampton Local Plan Part 2 (adopted March 2023)	• Policy Q3 - Carbon reduction, community energy networks, sustainable design and construction, and water use • Policy Q4 - Health and wellbeing
Wellingborough Local Plan Part 2 (Adopted 2019)	• Policy GI 1 - Local green infrastructure corridors • Policy GI 5 - Enhancement and provision of sport and recreation facilities • Policy E3 - Employment outside established employment estates
Settlements and Countryside Local Plan (Part 2) for Daventry District 2011 - 2029	• Policy ENV4 - Green infrastructure • Policy ENV5 - Biodiversity • Policy EN7 - Historic environment • Policy EN9 - Renewable energy and low carbon development • Policy ENV11 - Local flood risk management • Policy ST1 - Sustainable transport infrastructure
Northamptonshire Minerals and Waste Local Plan 2017	• Policy 1 - Providing for an adequate supply of aggregates • Policy 4 - Sites for the provision of sand and gravel • Policy 28 - Minerals safeguarding areas

Milton Keynes Minerals Local Plan 2017	• Policy 18 - Minerals safeguarding and consultation areas infrastructure
Lavendon Neighbourhood Plan 2019 - 2031	• Policy E1 - Access to the countryside • Policy E2 - Biodiversity offset and development • Policy E3 - Trees and hedgerows • Policy CD1 - Conservation and heritage • Policy FR1 - Development and flood risk • Policy HT1 - Transport, highways and new development • Policy HT2 - Village highway enhancement
Earls Barton Neighbourhood Plan (2016)	• Policy EB.D1

APPENDIX B: ABBREVIATIONS

APPENDIX B: ABBREVIATIONS

ABBREVIATION	MEANING
AA	Appropriate Assessment
AEoI	Adverse effects on integrity
AIA	Arboricultural Impact Assessment
ALC	Agricultural Land Classification
AMS	Archaeological Mitigation Strategy
ANCB	Appropriate Nature Conservation Body
AP	Affected Party
ASI	Accompanied Site Inspection
ATC	Air Traffic Control
ATV	Agreement to Vary
AW	Anglian Water
BESS	Battery Energy Storage System
BHS	British Horse Society
BMV	Best and Most Versatile (agricultural land)
BNG	Biodiversity Net Gain
BoR	Book of Reference
BPM	Best Practice Measures
CA	Compulsory Acquisition
CA2SEIR	Change Application 2 and Supporting Environmental Information Report
CACR	Change Application and Consultation Report
CAH	Compulsory Acquisition Hearing
CAPS	Consents and Agreements Position Statement
CA Regulations/Regs	Infrastructure Planning (Compulsory Acquisition) Regulations 2010
CBF	Community Benefit Fund
CCA2008	Climate Change Act 2008
CCR	Climate Change Risk

CDPP	Concept Design Parameters and Principles
CNP	Critical National Priority
CPRE	Campaign for the Protection of Rural England
CRC	Cable Route Corridor
CTMP	Construction Traffic Management Plan
CWTP	Construction Worker Travel Plan
DCLG	Department for Communities and Local Government
DCO	Development Consent Order
dDCO	Draft Development Consent Order
DL	Deadline
DWP	Department for Work and Pensions
EA	Environment Agency
EA2010	Equality Act 2010
ECHR	European Convention on Human Rights
EEA	European Economic Area
EIA	Environmental Impact Assessment
EIA Regulations	Infrastructure Planning (Environmental Impact Assessment) Regulations 2017
EL	Examination Library
EM	Explanatory Memorandum
EMF	Electromagnetic Fields
EPR	Infrastructure Planning (Examination Procedure) Rules 2010
ES	Environmental Statement
ExA	Examining Authority
FC	Forestry Commission
FLL	Functionally Linked Land
FRA	Flood Risk Assessment
GHG	Greenhouse Gas
GPC	Grendon Parish Council

Habitats Regulations	Conservation of Habitats and Species Regulations 2017
HDD	Horizontal Directional Drilling
HE	Historic England
HGV	Heavy Goods Vehicle
HRA	Habitats Regulations Assessment
HRA1998	Human Rights Act 1998
IAPI	Initial Assessment of Principal Issues
ICCI	In-combination Climate Change Impact
INNS	Invasive non-native species
IP	Interested Party
ISH	Issue Specific Hearing
Km	Kilometre
LCA	Landscape Character Area
LEMP	Landscape and Ecology Mitigation Plan
LGV	Light Goods Vehicle
LIR	Local Impact Report
LLFA	Lead Local Flood Authority
LNP	Lavendon Neighbourhood Plan
LPA	Local Planning Authority
LSE	Likely Significant Effects
LVIA	Landscape and Visual Impact Assessment
M	Metres
MKCC	Milton Keynes City Council
MW	Megawatts
NE	Natural England
NESO	National Energy System Operator
NETS	National Electricity Transmission System
NFPA	National Fire Protection Agency
NFRS	Northamptonshire Fire and Rescue Service
NGED	National Grid Electricity Distribution (East Midlands) plc

NGET	National Grid Electricity Transmission plc
NH	National Highways
NNC	North Northamptonshire Council
NNJCS	North Northamptonshire Joint Core Strategy
NPPF	National Planning Policy Framework
NPS	National Policy Statement
NSIP	Nationally Significant Infrastructure Project
oAMS	Outline Arboricultural Method Statement
oBSSMP	Outline Battery Storage Safety Management Plan
oCEMP	Outline Construction Environmental Management Plan
oCTMP	Outline Construction Traffic Management Plan
oDS	Outline Decommissioning Statement
oEPMS	Outline Ecological Protection and Mitigation Strategy
OFH	Open Floor Hearing
oLEMP	Outline Landscape and Ecological Management Plan
ONS	Office for National Statistics
oOEMP	Outline Operational Environmental Management Plan
oPRoWMP	Outline Public Rights of Way and Permissive Paths Management Plan
oSMP	Outline Soil Management Plan
oSSCEP	Outline Skills Supply Chain and Employment Plan
PA2008	Planning Act 2008
PD	Procedural Decision
PDA	Potential Development Area
PM	Preliminary Meeting
PoC	Point of Connection
PPG	Planning Practice Guidance

PRoW	Public Right of Way
PSED	Public Sector Equality Duty
PV	Photovoltaic
R (for example "R1")	Requirement
rDCO	Recommended Development Consent Order
RIES	Report on the Implications for European Sites
RPG	Registered Parks and Gardens
RR	Relevant Representation
s104	Section 104 of the Planning Act 2008
SGHS	Stop Green Hill Solar group
SLA	Special Landscape Area
SMP	Soil Management Plan
SoCG	Statement of Common Ground
SoS	Secretary of State
SoSESNZ	Secretary of State for Energy, Security and Net Zero
SoSHCLG	Secretary of State for Housing, Communities and Local Government
SPA	Special Protection Area
SRN	Strategic Road Network
SSSI	Site of Special Scientific Interest
TA	Transport Assessment
tCO2e	Tonnes of carbon dioxide equivalent
TP	Temporary Possession
UK	United Kingdom
UNVGP	Upper Nene Valley Gravel Pits
UNVRS	Upper Nene Valley Ramsar Site
USI	Unaccompanied Site Inspection
WFD	Water Framework Directive
WNC	West Northamptonshire Council
WNJCS	West Northamptonshire Joint Core Strategy
WTC	Wellingborough Town Council

ZOI	Zone of Influence
ZTV	Zone of Theoretical Visibility

APPENDIX C: THE RECOMMENDED DEVELOPMENT CONSENT ORDER

STATUTORY INSTRUMENTS

202[ ] No. ****

INFRASTRUCTURE PLANNING

The Green Hill Solar Farm Order 202[ ]

Made - - - - ***

Coming into force - - ***

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An application has been made to the Secretary of State under section 37 of the Planning Act 2008 ("the 2008 Act")(**a**) in accordance with the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009(**b**) for an order granting development consent.

The application has been examined by the Examining Authority appointed by the Secretary of State pursuant to Chapter 2 of Part 6 of the 2008 Act and carried out in accordance with Chapter 4 of Part 6 of the 2008 Act and the Infrastructure Planning (Examination Procedure) Rules 2010(**c**).

The Examining Authority, having considered the application together with the documents that accompanied it, and the representations made and not withdrawn, has, in accordance with section 74(2)(**d**) of the 2008 Act made a report and recommendation to the Secretary of State.

The Secretary of State has considered the report and recommendation of the Examining Authority, has taken into account the environmental information in accordance with regulation 4 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017(**e**) and has had regard to the documents and matters referred to in section 104(2)(**f**) of the 2008 Act.

The Secretary of State, having decided the application, has determined to make an Order granting development consent for the development described in the application on terms that in the opinion of the Secretary of State are not materially different from those proposed in the application.

The Secretary of State, in exercise of the powers conferred by sections 114(**g**), 115(**h**), 117(**i**), 120(**j**), 122(**k**), 123(**l**) of the 2008 Act, makes the following Order—

PART 1

PRELIMINARY

Citation and commencement

1. This Order may be cited as the Green Hill Solar Farm Order 202[ ] and comes into force on [ ] 202[ ].

Interpretation

2.—(1) In this Order—

"the 1961 Act" means the Land Compensation Act 1961(**m**);

"the 1965 Act" means the Compulsory Purchase Act 1965(**n**);

"the 1980 Act" means the Highways Act 1980(**o**);

(**a**) 2008 c. 29. Section 37 was amended by section 137(5) of, and paragraph 5 of Schedule 13 to the Localism Act 2011 (c. 20).
(**b**) S.I. 2009/2264.
(**c**) S.I. 2010/103.
(**d**) As amended by paragraph 29(1) and (3) of Part 1 of Schedule 13 to the Localism Act 2011 (c. 20).
(**e**) S.I. 2017/572.
(**f**) Section 104 was amended by section 58(5) of the Marine and Coastal Access Act 2009 (c. 23) and by section 128(2) of the and Schedule 13, paragraphs 1 and 49(1) to (6) of the Localism Act 2011 (c. 20).
(**g**) Section 114 was amended by paragraph 55 of Part 1 of Schedule 13 to the Localism Act 2011.
(**h**) Section 115 was amended by paragraph 56 of Part 1 of Schedule 13 and Part 20 of Schedule 25 to the Localism Act 2011, section 160 of the Housing and Planning Act 2016 (c. 22) and section 43 of the Wales Act 2017 (c. 4).
(**i**) Section 117 was amended by paragraph 58 of Part 1 of Schedule 13 and Part 20 of Schedule 25 to the Localism Act 2011.
(**j**) Section 120 was amended by section 140 and paragraph 60 of Part 1 of Schedule 13 to the Localism Act 2011.
(**k**) Section 122 was amended by paragraph 62 of Part 1 of Schedule 13 to the Localism Act 2011.
(**l**) Section 123 was amended by paragraph 62 of Part 1 of Schedule 13 to the Localism Act 2011.
(**m**) 1961 c. 33.
(**n**) 1965 c. 56.

"the 1981 Act" means the Compulsory Purchase (Vesting Declarations) Act 1981(**a**);

"the 1984 Act" means the Road Traffic Regulation Act 1984(**b**);

"the 1989 Act" means the Electricity Act 1989(**c**);

"the 1990 Act" means the Town and Country Planning Act 1990(**d**);

"the 1991 Act" means the New Roads and Street Works Act 1991(**e**);

"the 2008 Act" means the Planning Act 2008(**f**);

"access to works plan" means the plan of that name identified in the table at Schedule 13 (documents and plans to be certified) and which is certified by the Secretary of State as the access to works plan for the purposes of this Order;

"address" includes any number or address used for the purposes of electronic transmission;

"apparatus" has the same meaning as in Part 3 (street works in England and Wales) of the 1991 Act except that, unless otherwise provided, it further includes pipelines (and parts of them), aerial markers, cathodic protection test posts, field boundary markers, transformer rectifier kiosks, electricity cables, telecommunications equipment and electricity cabinets;

"applicable period" means the period of five years beginning on the day on which this Order comes into force and includes any extension applied by section 4A (extension of time limit during challenge) of the 1965 Act or section 5B (extension of time limit during challenge) of the 1981 Act;

"archaeological mitigation strategy" means the document of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the archaeological mitigation strategy for the purposes of this Order;

"authorised development" means the development and associated development described in Schedule 1 (authorised development) and any other development within the meaning of section 32 (meaning of "development") of the 2008 Act authorised by this Order;

"book of reference" means the document of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the book of reference for the purposes of this Order;

"building" includes any structure or erection or any part of a building, structure or erection;

"carriageway" has the same meaning as in the 1980 Act;

"commence" means beginning to carry out a material operation, as defined in section 155 (when development begins) of the 2008 Act, comprised in or carried out or for the purposes of the authorised development other than the permitted preliminary works (except where stated to the contrary) and "commencement" and "commenced" are to be construed accordingly;

"commercial use" means the export of electricity from any part, and the import of electricity to any part, by the authorised development on a commercial basis, following the date of final commissioning of any part of the authorised development;

"concept design parameters and principles" means the document of that name identified in the table of Schedule 13 and which is certified by the Secretary of State as the concept design parameters and principles for the purposes of this Order;

"date of decommissioning" means in respect of each part of the authorised development, the date notified under requirement 21 that that part of the authorised development has permanently ceased to generate electricity on a commercial basis;

(**o**) 1980 c. 66.
(**a**) 1981 c. 66.
(**b**) 1984 c. 27.
(**c**) 1989 c. 29.
(**d**) 1990 c. 8.
(**e**) 1991 c. 22. Section 48(3A) was inserted by section 124 of the Local Transport Act 2008 (c. 26). Sections 78(4), 80(4) and 83(4) were amended by section 40 of, and Schedule 1 to, the Traffic Management Act 2004 (c. 18).
(**f**) 2008 c. 29.

"date of final commissioning" means the date on which the authorised development commences operation by generating electricity on a commercial basis but excluding the generation of electricity during commissioning and testing;

"definitive map and statement" has the same meaning as in Part 3 of the Wildlife and Countryside Act 1981(**a**);

"electronic transmission" means a communication transmitted—

(a) by means of an electronic communications network; or

(b) by other means but while in electronic form;

"environmental statement" means the document of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the environmental statement for the purposes of this Order;

"footpath" and "footway" have the same meaning as in the 1980 Act;

"hedgerow and tree protection order plan" means the plan of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the hedgerow and tree protection order plan for the purposes of this Order;

"highway" and "highway authority" have the same meaning as in the 1980 Act(**b**);

"holding company" has the same meaning as in section 1159 of the Companies Act 2006(**c**);

"land plan" means the plan of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the land plan for the purposes of this Order;

"maintain" includes inspect, repair, adjust, alter, remove, refurbish, reconstruct, replace (including scheduled replacement) and improve any part of the authorised development and "maintenance" and "maintaining" are to be construed accordingly;

"National Grid" means National Grid Electricity Transmission plc (company number 2366977) whose registered office is at 1-3 Strand, London, WC2N 5EH or any successor as a licence holder within the meaning of Part 1 of the 1989 Act;

"Order land" means the land shown coloured pink or blue on the land plan which is required for or is required to facilitate or is incidental to the authorised development and which is within the limits of land to be acquired or used and described in the book of reference;

"Order limits" means the limits shown on the works plan within which the authorised development may be carried out and land acquired or used;

"outline battery storage safety management plan" means the document of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the battery storage safety management plan for the purposes of this Order;

"outline construction environmental management plan" means the document of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the outline construction environmental management plan for the purposes of this Order;

"outline construction traffic management plan" means the document of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the outline construction traffic management plan for the purposes of this Order;

"outline decommissioning statement" means the document of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the outline decommissioning statement for the purposes of this Order;

"outline drainage strategy" means the relevant part of the flood risk assessment and drainage strategy identified in the table at Schedule 13 and which is certified by the Secretary of State as the outline drainage strategy for the purposes of this Order;

(**a**) 1981 c. 69.
(**b**) "highway" is defined in section 328(1). For "highway authority" see section 1.
(**c**) 2006 c. 46.

"outline ecological protection and mitigation strategy" means the document of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the outline ecological protection and mitigation strategy for the purposes of this Order;

"outline landscape and ecological management plan" means the document of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the outline landscape and ecological management plan for the purposes of this Order;

"outline operational environmental management plan" means the document of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the outline operational environmental management plan for the purposes of this Order;

"outline operational traffic management plan" means the document of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the outline operational traffic management plan for the purposes of this Order;

"outline public rights of way and permissive paths management plan" means the document of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the outline public rights of way and permissive paths management plan for the purposes of this Order;

"outline skills, supply chain and employment plan" means the plan of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the outline skills, supply chain and employment plan for the purposes of this Order;

"outline soil management plan" means the document of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the outline soil management plan for the purposes of this Order;

"owner", in relation to land, has the same meaning as in section 7 (interpretation) of the Acquisition of Land Act 1981(**a**);

"permit scheme" means all or any of the West Northamptonshire Council Permit Scheme made by the West Northamptonshire Council Permit Scheme Order 2021 or the Milton Keynes Council Permit Scheme made by the Traffic Management (Milton Keynes Council) Permit Scheme Order 2015, which are schemes made under Part 3 of the Traffic Management Act 2004;

"permitted preliminary works" means all or any of—

(a) environmental surveys, geotechnical surveys, intrusive archaeological surveys and other investigations for the purpose of assessing ground conditions;

(b) removal of plant and machinery;

(c) above ground site preparation for temporary facilities for the use of contractors;

(d) remedial work in respect of any contamination or other adverse ground conditions;

(e) diversion and laying of apparatus;

(f) the provision of temporary means of enclosure and site security for construction;

(g) the temporary display of site notices or advertisements; or

(h) site clearance (including vegetation removal, demolition of existing buildings and structures);

"plot" means any plot as may be identified by reference to a number and which is listed in the book of reference and shown on the land plan;

"public right of way" includes any public right of way that is added to the definitive map and statement after the making of this Order;

"public rights of way plan" means the plans of that name identified in the table at Schedule 13 and which are certified by the Secretary of State as the public rights of way plan for the purposes of this Order;

(**a**) 1981 c. 67.

"relevant planning authority" means the local planning authority for the area in which the land to which the provisions of this Order apply is situated;

"requirements" means those matters set out at Schedule 2 (requirements) and "requirement" means any one of the requirements and any reference to a numbered requirement is to be construed accordingly;

"statutory undertaker" means any person falling within section 127(8) (statutory undertakers' land) of the 2008 Act and includes a public communications provider defined by section 151(1) (interpretation of chapter 1) of the Communications Act 2003(**a**);

"street" means a street within the meaning of section 48 (streets, street works and undertakers) of the 1991 Act, together with land on the verge of a street or between two carriageways, and includes any footpath and part of a street;

"street authority", in relation to a street, has the same meaning as in Part 3 of the 1991 Act(**b**);

"streets plan" means the plan of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the streets plan for the purposes of this Order;

"street works" means the works listed in article 8(1) (street works);

"subsidiary" has the same meaning as in section 1159 of the Companies Act 2006(**c**);

"traffic authority" has the same meaning as in section 121A (traffic authorities) of the 1984 Act(**d**);

"undertaker" means Green Hill Solar Farm Limited (company number 13362769) and any other person who for the time being has the benefit of this Order in accordance with article 36 (benefit of the Order) or article 37 (consent to transfer the benefit of the Order);

"Upper Tribunal" means the Lands Chamber of the Upper Tribunal;

"watercourse" includes every river, stream, creek, ditch, drain, canal, cut, culvert, dyke, sluice, sewer and passage through which water flows except a public sewer or drain;

"working day" means any day other than a Saturday, Sunday or English bank or public holiday;

"works plan" means the plan of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the works plan for the purposes of this Order; and

"written scheme of investigation: archaeological trenching" means the document of that name identified in the table at Schedule 13 and which is certified by the Secretary of State as the written scheme of investigation: archaeological trenching.

(2) References in this Order to rights over land include references to rights to do or restrain or to place and maintain anything in, on or under land or in the airspace above its surface and to any trusts or incidents (including restrictive covenants) to which the land is subject and references in this Order to the imposition of restrictive covenants are references to the creation of rights over land which interfere with the interests or rights of another and are for the benefit of land which is acquired under this Order or over which rights are created and acquired under this Order or is otherwise comprised in this Order.

(3) In this Order, references to the purposes of the authorised development include the construction, maintenance, operation, use and decommissioning of the authorised development.

(4) All distances, directions, capacities and lengths referred to in this Order are approximate and distances between lines or points on a numbered work comprised in the authorised development and shown on the works plan, access to works plan and public rights of way plan are to be taken to be measured along that work.

(**a**) 2003 c. 21.

(**b**) "street authority" is defined in section 49, which was amended by paragraph 117 of Schedule 1 to the Infrastructure Act (c. 7).

(**c**) 2006 c. 46.

(**d**) Section 121A was inserted by paragraph 70 of Schedule 8 to the 1991 Act, and subsequently amended by section 271 of the Greater London Authority Act 1999 (c. 29); section 1(6) of, and paragraphs 70 and 95 of Schedule 1 to the Infrastructure Act 2015; and S.I. 1999/1920 and S.I. 2001/1400.

(5) References in this Order to numbered works are references to the works comprising the authorised development as numbered in Schedule 1 (authorised development) and shown on the works plan and a reference in this Order to a work designated by a number, or by a combination of letters and numbers, is a reference to the work so designated in that Schedule and a reference to "Work No. 3" or "numbered work 3" means numbered works 3A, 3B and 3C inclusive and the same principle applies to such numbered works that contain letters.

(6) In this Order, the expression "includes" is to be construed without limitation.

(7) In this Order, references to any statutory body include that body's successor bodies.

(8) In this Order, all references to the singular is a reference to the plural, and vice versa, except where explicitly stated.

(9) All areas described in square metres in the book of reference are approximate.

(10) In this Order, references to materially new or materially different environmental effects in comparison with those reported in the environmental statement are not to be construed so as to include the avoidance, removal or reduction of an assessed adverse environmental effect or a positive environmental effect, or the increase of an assessed positive environmental effect or creation of a new positive environmental effect. A matter will be within scope of the environmental statement if it does not give rise to materially new or materially different environmental effects to those reported in the environmental statement.

PART 2

PRINCIPAL POWERS

Development consent etc. granted by this Order

3.—(1) Subject to the provisions of this Order and the requirements, the undertaker is granted development consent for the authorised development to be carried out within the Order limits.

(2) Each numbered work must be situated within the corresponding numbered area shown on the works plan.

Operation of generating station

4.—(1) The undertaker is authorised to use and operate the generating station comprised in the authorised development.

(2) This article does not relieve the undertaker of any requirement to obtain any permit or licence under any other legislation that may be required from time to time to authorise the operation of an electricity generating station.

Power to maintain the authorised development

5.—(1) The undertaker may at any time maintain the authorised development.

(2) This article only authorises the carrying out of maintenance within the Order limits.

(3) This article does not authorise the carrying out of any maintenance which is likely to give rise to any materially new or materially different effects in comparison with those reported in the environmental statement.

Disapplication and modification of legislation, etc.

6.—(1) The following provisions do not apply in relation to the construction of any work or the carrying out of any operation required for the purposes of, or in connection with, the construction, operation, maintenance or decommissioning of any part of the authorised development—

(a) section 23 (prohibition of obstructions, etc. in watercourses) of the Land Drainage Act 1991(**a**);

(b) section 32(**b**) (variation of awards) of the Land Drainage Act 1991;

(c) the provisions of any byelaws made under section 66(**c**) (powers to make byelaws) of the Land Drainage Act 1991;

(d) the provisions of any byelaws made under, or having effect as if made under, paragraphs 5, 6 or 6A of Schedule 25 (byelaw making powers of the appropriate agency) to the Water Resources Act 1991(**d**);

(e) regulation 12 (requirement for environmental permit) of the Environmental Permitting (England and Wales) Regulations 2016(**e**) in respect of a flood risk activity only;

(f) the legislation listed in Schedule 3 (legislation to be disapplied) in so far as the provisions still in force are incompatible with the powers contained within this Order; and

(g) the provisions of the Neighbourhood Planning Act 2017(**f**) insofar as they relate to the temporary possession of land under articles 31 (temporary use of land for constructing the authorised development) and 32 (temporary use of land for maintaining the authorised development) of this Order.

(2) For the purposes of section 9 (requirement of licence for felling) of the Forestry Act 1967(**g**) any felling comprised in the carrying out of any work or operation required for the purposes of, or in connection with, the construction of the authorised development is deemed to be immediately required for the purpose of carrying out development authorised by planning permission granted under the 1990 Act.

(3) Regulation 6(1) of the Hedgerows Regulations 1997 has effect as though after sub-paragraph (e) there were added—

"(ea) for carrying out any development or in the exercise of any functions that are authorised by the Green Hill Solar Farm Order 202[ ];".

(4) Notwithstanding the provisions of section 208 (liability) of the 2008 Act, for the purposes of regulation 6 (meaning of "development") of the Community Infrastructure Levy Regulations 2010(**h**) any building comprised in the authorised development is deemed to be—

(a) a building into which people do not normally go; or

(b) a building into which people go only intermittently for the purpose of inspecting or maintaining fixed plant or machinery.

Defence to proceedings in respect of statutory nuisance

7.—(1) Where proceedings are brought under section 82(1) (summary proceedings by a person aggrieved by statutory nuisance) of the Environmental Protection Act 1990(**i**) in relation to a nuisance falling within sub-paragraph (g) of section 79(1) (noise emitted from premises so as to be prejudicial to health or a nuisance) of that Act no order may be made, and no fine may be imposed, under section 82(2) of that Act if the defendant shows that the nuisance—

(**a**) 1991 c. 59. Section 23 was amended by paragraph 192(2) of Schedule 22 to the Environment Act 1995 (c. 25), paragraphs 25 and 32 of Schedule 2 to the Flood and Water Management Act 2010 (c. 29) and S.I. 2013/755.
(**b**) Section 32 was amended by S.I. 2013/755.
(**c**) Section 66 was amended by paragraphs 25 and 38 of Schedule 2 to the Flood and Water Management Act 2010 and section 86 of the Water Act 2014 (c. 21).
(**d**) 1991 c. 57. Paragraph 5 was amended by section 100 of the Natural Environment and Rural Communities Act 2006 (c. 16), section 84 of, and paragraph 3 of Schedule 11 to the Marine and Coastal Access Act 2009 (c. 23) and S.I. 2013/775. Paragraph 6 was amended by section 105 of, and paragraph 26 of Schedule 15 to, the Environment Act 1995, sections 224, 233 and 321 of and paragraphs 20 and 24 of Schedule 16 and Part 5(B) of Schedule 22 to the Marine and Coastal Access Act 2009 and S.I. 2013/755. Paragraph 6A was inserted by section 103(3) of the Environment Act 1995.
(**e**) S.I. 2016/1154. Regulation 12 was amended by S.I. 2018/110.
(**f**) 2017 c. 20.
(**g**) Section 9 was amended by section 4 of, and paragraph 141 of, Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c. 11) and S.I. 2013/755. There are other amendments to section 9 that are not relevant to this Order.
(**h**) S.I. 2010/948, amended by S.I. 2011/987. There are other amending instruments but none are relevant to this Order.
(**i**) 1990 c. 43.

(a) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised development and that the nuisance is attributable to the construction or maintenance of the authorised development in accordance with a notice served under section 60 (control of noise on construction site) of the Control of Pollution Act 1974(**a**), or a consent given under section 61 (prior consent for work on construction site) of that Act; or

(b) is a consequence of the construction or maintenance or decommissioning of the authorised development and that it cannot reasonably be avoided; or

(c) the nuisance is a consequence of the use of the authorised development and that it cannot be reasonably avoided.

(2) Section 61(9) (consent for work on construction sites to include statement that it does not of itself constitute a defence to proceedings under section 82 of the Environmental Protection Act 1990) of the Control of Pollution Act 1974, does not apply where the consent relates to the use of the premises by the undertaker for the purposes of, or in connection with, the construction or maintenance or decommissioning of the authorised development.

PART 3

STREETS

Street works

8.—(1) The undertaker may, for the purposes of the authorised development, enter on so much of any of the streets specified in Schedule 4 (streets subject to street works) and may—

(a) break up or open the street, or any sewer, drain or tunnel under it;

(b) drill, tunnel or bore under the street;

(c) place and keep apparatus in or under the street;

(d) maintain apparatus in or under the street, change its position or remove it;

(e) repair, replace or otherwise alter the surface or structure of the street or any culvert under the street; and

(f) execute any works required for or incidental to any works referred to in sub-paragraphs (a) to (e).

(2) The authority given by paragraph (1) is a statutory right for the purposes of sections 48(3) (streets, street works and undertakers) and 51(1) (prohibition of unauthorised street works) of the 1991 Act.

(3) Where the undertaker is not the street authority, the provisions of sections 54 (notice of certain works) to 106 (index of defined expressions) of the 1991 Act apply to any street works carried out under paragraph (1).

Application of the permit schemes

9.—(1) The permit schemes apply with the modifications set out in this article to street works carried out under the power conferred by article 8 (street works) of this Order.

(2) For the purposes of this Order—

(a) a permit may not be refused or granted subject to conditions which amount to the imposition of moratoria; and

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(**a**) 1974 c. 40. Sections 61(9) and 65(8) were amended by section 162 of, and paragraph 15 of Schedule 3 to, the Environmental Protection Act 1990 (c. 25). There are other amendments to the 1974 Act which are not relevant to the Order.

(b) a permit may not be granted subject to conditions where compliance with those conditions would constitute a breach of this Order or where the undertaker would be unable to comply with those conditions pursuant to the powers conferred by this Order.

(3) Without restricting the undertaker's recourse to any alternative appeal mechanism which may be available under the permit scheme or otherwise, the undertaker may appeal any decision to refuse to grant a permit or to grant a permit subject to conditions pursuant to the permit scheme in accordance with the mechanism set out in Schedule 16 (procedure for discharge of requirements) of this Order.

(4) References to moratoria in paragraph (2) mean restrictions imposed under section 58 (restrictions on works following substantial road works) or section 58A (restrictions on works following substantial street works) of the 1991 Act.

Power to alter layout, etc., of streets

10.—(1) The undertaker may for the purposes of the authorised development alter the layout of, and carry out the works to, the streets—

(a) specified in column 2 of the table in Part 1 (permanent alteration of layout) of Schedule 5 (alteration of streets) permanently in the manner specified in relation to that street in column 3; and

(b) specified in column 2 of the table in Part 2 (temporary alteration of layout) of Schedule 5 temporarily in the manner specified in relation to that street in column 3.

(2) Without prejudice to the specific powers conferred by paragraph (1), but subject to paragraphs (3) and (4), the undertaker may, for the purposes of constructing, operating or maintaining the authorised development, alter the layout of any street and, without limitation on the scope of this paragraph, the undertaker may—

(a) alter the level or increase the width of any kerb, footway, cycle track or verge; and

(b) make and maintain passing places.

(3) The undertaker must restore any street that has been temporarily altered under this Order to the reasonable satisfaction of the street authority.

(4) The powers conferred by paragraph (2) may not be exercised without the consent of the street authority, such consent to be in a form reasonably required by the street authority.

(5) Paragraphs (3) and (4) do not apply where the undertaker is the street authority for a street in which the works are being carried out.

Construction and maintenance of altered streets

11.—(1) Each of the streets altered by the undertaker under the powers conferred by article 10 (power to alter layout, etc., of streets) must—

(a) be completed to the reasonable satisfaction of the street authority; and

(b) unless otherwise agreed with the street authority, be maintained by and at the expense of—

(i) the undertaker, for a period of 12 months from the date the alteration of that street is completed; and

(ii) by the street authority, from the expiry of that 12 month period.

(2) In any action against the undertaker in respect of loss or damage resulting from any failure by it to maintain a street under this article, it is a defence (without prejudice to any other defence or the application of the law relating to contributory negligence) to prove that the undertaker had taken such care as in all the circumstances was reasonably required to secure that the part of the street to which the action relates was not dangerous to traffic.

(3) For the purposes of a defence under paragraph (2), a court must in particular have regard to the following matters—

(a) the character of the street including the traffic which was reasonably to be expected to use it;

(b) the standard of maintenance appropriate for a street of that character and used by such traffic;

(c) the state of repair in which a reasonable person would have expected to find the street;

(d) whether the undertaker knew, or could reasonably have been expected to know, that the condition of the part of the street to which the action relates was likely to cause danger to users of the street; and

(e) where the undertaker could not reasonably have been expected to repair that part of the street before the cause of action arose, what warning notices of its condition had been displayed,

but for the purposes of such a defence it is not relevant that the undertaker had arranged for a competent person to carry out or supervise the maintenance of that part of the street to which the action relates unless it is also proved that the undertaker had given that person proper instructions with regard to the maintenance of the street and that those instructions had been carried out.

Temporary closure, restriction or prohibition of use of streets and public rights of way

12.—(1) The undertaker, during and for the purposes of constructing, maintaining or decommissioning the authorised development, may temporarily close, prohibit the use of, restrict the use of, alter or divert any street or public right of way and may for any reasonable time—

(a) divert the traffic or a class of traffic from the street or public right of way;

(b) authorise the use of motor vehicles on classes of public rights of way where, notwithstanding the provisions of this article, there is otherwise no public right to use motor vehicles; and

(c) subject to paragraph (2), prevent all persons from passing along the street or public right of way.

(2) The undertaker must provide reasonable access for pedestrians going to or from premises abutting a street or public right of way affected by the temporary closure, prohibition, restriction, alteration or diversion of a street or public right of way under this article if there would otherwise be no such access.

(3) Without prejudice to the generality of paragraph (1), the undertaker may temporarily close, prohibit the use of, restrict the use of, authorise the use of, alter or divert—

(a) the streets specified in column 2 of the table in Part 1 (streets to be temporarily closed) of Schedule 6 (streets and public rights of way) to the extent specified in column 3 of that table;

(b) the public rights of way specified in column 2 of the table in Part 2 (public rights of way to be temporarily closed) of Schedule 6 to the extent specified in column 3 of that table; and

(c) the public rights of way specified in column 2 of the table in Part 3 (temporary use of motor vehicles on public rights of way) of Schedule 6 to the extent specified in column 3 of that table.

(4) The undertaker must not temporarily close, prohibit the use of, restrict the use of, authorise the use of, alter or divert—

(a) any street or public right of way specified in paragraph (3) without first consulting the street authority; and

(b) any other street or public right of way without the consent of the street authority, and the street authority may attach reasonable conditions to any such consent.

(5) Any person who suffers loss by the suspension of any street or private right of way under this article is entitled to compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(6) Without prejudice to the scope of paragraph (1), the undertaker may use any street or public right of way which has been temporarily closed or restricted under the powers conferred by this article and within the Order limits as a temporary working site.

(7) If the undertaker uses any street or public right of way as a temporary working site under this article the undertaker must restore the street or public right of way to the reasonable satisfaction of the street authority.

(8) Nothing in this article prevents the undertaker from temporarily closing, prohibiting the use of, authorising the use of, restricting the use of, altering or diverting a street or public right of way under this article more than once.

(9) In this article expressions used in this article and in the 1984 Act have the same meaning.

Use of private roads

13.—(1) The undertaker may use any private road within the Order limits for the passage of persons or vehicles (with or without materials, plant and machinery) for the purposes of, or in connection with, the construction or maintenance or decommissioning of the authorised development.

(2) The undertaker must compensate the person liable for the repair of a road to which paragraph (1) applies for any loss or damage which that person may suffer by reason of the exercise of the power conferred by paragraph (1).

(3) Any dispute as to a person's entitlement to compensation under paragraph (2), or as to the amount of such compensation, is to be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

Access to works

14. The undertaker may, for the purposes of the authorised development—

(a) form and lay out the permanent means of access, or improve existing means of access, in the locations specified in Part 1 (permanent means of access to works) of Schedule 7 (access to works);

(b) form and lay out the temporary means of access in the location specified in Part 2 (temporary means of access) of Schedule 7; and

(c) with the approval of the relevant planning authority after consultation with the highway authority, form and lay out such other means of access or improve existing means of access, at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised development.

Agreements with street authorities

15.—(1) A street authority and the undertaker may enter into agreements with respect to—

(a) the strengthening, improvement, repair or reconstruction of any street under the powers conferred by this Order;

(b) any closure, prohibition, restriction, alteration or diversion of a street authorised by this Order;

(c) the undertaking in the street of any of the works referred to in article 8 (street works), article 10 (power to alter layout, etc., of streets), article 11 (construction and maintenance of altered streets) and article 14 (access to works); or

(d) the adoption by a street authority which is the highway authority of works—

(i) undertaken on a street which is existing public maintainable highway; or

(ii) which the undertaker and highway authority agree to be adopted as public maintainable highway.

(2) If such agreement provides that the street authority must undertake works on behalf of the undertaker the agreement may, without prejudice to the generality of paragraph (1)—

(a) make provision for the street authority to carry out any function under this Order which relates to the street in question;

(b) specify a reasonable time for the completion of the works; and

(c) contain such terms as to payment and otherwise as the parties consider appropriate.

Traffic regulation measures

16.—(1) Subject to the provisions of this article, the undertaker may make temporary provision for the purposes of the construction, maintenance and decommissioning of the authorised development—

(a) as to the speed at which vehicles may proceed along any road;

(b) permitting, prohibiting or restricting the stopping, waiting, loading or unloading of vehicles on any road;

(c) as to the prescribed routes for vehicular traffic or the direction or priority of vehicular traffic on any road;

(d) permitting, prohibiting or restricting the use by vehicular traffic or non-vehicular traffic of any road; and

(e) suspending or amending in whole or in part any order made, or having effect as if made, under the 1984 Act.

(2) Subject to the provisions of this article the undertaker may at any time, in the interests of safety and for the purposes of, or in connection with, the construction of the authorised development, temporarily place traffic signs and signals in the extents specified in column 3 of road specified in column 2 of the table in Schedule 8 (traffic regulation measures) and over which temporary provision has been made under paragraph (1) and the placing of those traffic signs and signals is deemed to have been permitted by the traffic authority for the purposes of section 65 of the 1984 Act and the Traffic Signs Regulations and General Directions 2016(**a**).

(3) No speed limit imposed by or under this Order applies to vehicles falling within regulation 3(4) of the Road Traffic Exemptions (Special Forces) (Variation and Amendment) Regulations 2011(**b**) when in accordance with regulation 3(5) of those regulations.

(4) Before exercising the power conferred by paragraph (1) the undertaker must—

(a) consult with the chief officer of police in whose area the road is situated; and

(b) obtain the written consent of the traffic authority.

(5) The undertaker must not exercise the powers in paragraphs (1) or (2) unless it has—

(a) given not less than 4 weeks' notice in writing of its intention so to do to the chief officer of police and to the traffic authority in whose area the road is situated; and

(b) not less than 7 days before the provision is to take effect published the undertaker's intention to make the provision in one or more newspaper circulating in the area in which any road to which the provision relates is situated.

(6) Any provision made under the powers conferred by paragraph (1) of this article may be suspended, varied or revoked by the undertaker from time to time by subsequent exercise of the powers conferred by paragraph (1).

(7) Any provision made by the undertaker under article 12 (temporary closure, restriction or prohibition of use of streets and public rights of way) or paragraphs (1) or (2) of this article—

(a) must be made by written instrument in such form as the undertaker considers appropriate;

(**a**) S.I. 2016/362.
(**b**) S.I. 2011/935.

(b) has effect as if duly made by the traffic authority in whose area the road is situated as a traffic regulation order under the 1984 Act and the instrument by which it is effected may specify specific savings and exemptions to which the provision is subject; and

(c) is deemed to be a traffic order for the purposes of Schedule 7 to the Traffic Management Act 2004(**a**) (road traffic contraventions subject to civil enforcement).

PART 4

SUPPLEMENTAL POWERS

Discharge of water

17.—(1) Subject to paragraphs (3), (4) and (7) the undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the construction or maintenance or decommissioning of the authorised development and for that purpose may lay down, take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with, the watercourse, public sewer or drain.

(2) Any dispute arising from the making of connections to or the use of a public sewer or drain by the undertaker under paragraph (1) is to be determined as if it were a dispute under section 106 (right to communicate with public sewers) of the Water Industry Act 1991(**b**).

(3) The undertaker must not discharge any water into any watercourse, public sewer or drain except with the consent of the person to whom it belongs whose consent may be given subject to terms and conditions as that person may reasonably impose.

(4) The undertaker must not make any opening into any public sewer or drain except—

(a) in accordance with plans approved by the person to whom the sewer or drain belongs; and

(b) where that person has been given the opportunity to supervise the making of the opening.

(5) The undertaker must take such steps as are reasonably practicable to secure that any water discharged into a watercourse or public sewer or drain pursuant to this article is as free as may be practicable from gravel, soil or other solid substance, oil or matter in suspension.

(6) This article does not authorise the entry into controlled waters of any matter whose entry or discharge into controlled waters requires a licence pursuant to the Environmental Permitting (England and Wales) Regulations 2016.

(7) In this article—

(a) "public sewer or drain" means a sewer or drain which belongs to Homes England, the Environment Agency, an internal drainage board, a joint planning board, a local authority, a National Park Authority, a sewerage undertaker or an urban development corporation; and

(b) other expressions, excluding watercourse, used both in this article and in the Water Resources Act 1991 have the same meaning as in that Act.

Removal of human remains

18.—(1) Subject to paragraph (19), before the undertaker constructs any part of the authorised development or carries out works which will or may disturb any human remains in the Order limits it must remove those human remains from the Order limits, or cause them to be removed, in accordance with the following provisions of this article.

(2) Subject to paragraph (11), before any such remains are removed from the Order limits the undertaker must give notice of the intended removal, describing the Order limits and stating the general effect of the following provisions of this article, by—

(**a**) 2004 c. 18.
(**b**) 1991 c. 56.

(a) publishing a notice once in each of two successive weeks in a newspaper circulating in the area of the authorised development; and

(b) displaying a notice in a conspicuous place on or near the Order limits.

(3) As soon as reasonably practicable after the first publication of a notice under paragraph (2) the undertaker must send a copy of the notice to the relevant planning authority.

(4) At any time within 56 days after the first publication of a notice under paragraph (2) any person who is a personal representative or relative of any deceased person whose remains are interred in the Order limits may give notice in writing to the undertaker of that person's intention to undertake the removal of the remains.

(5) Where a person has given notice under paragraph (4), and the remains in question can be identified, that person may cause such remains to be—

(a) removed and reinterred in any burial ground or cemetery in which burials may legally take place; or

(b) removed to, and cremated in, any crematorium,

and that person must, as soon as reasonably practicable after such reinterment or cremation, provide to the undertaker a certificate for the purpose of enabling compliance with paragraph (10).

(6) If the undertaker is not satisfied that any person giving notice under paragraph (4) is the personal representative or relative as that person claims to be, or that the remains in question cannot be identified, the question is to be determined on the application of either party in a summary manner by the county court, and the court may make an order specifying who is to remove the remains and as to the payment of the costs of the application.

(7) The undertaker must pay the reasonable expenses of removing and reinterring or cremating the remains of any deceased person under this article.

(8) If—

(a) within the period of 56 days referred to in paragraph (4) no notice under that paragraph has been given to the undertaker in respect of any remains in the Order limits; or

(b) such notice is given and no application is made under paragraph (6) within 56 days after the giving of the notice but the person who gave the notice fails to remove the remains within a further period of 56 days; or

(c) within 56 days after any order is made by the county court under paragraph (6) any person, other than the undertaker, specified in the order fails to remove the remains; or

(d) it is determined that the remains to which any such notice relates cannot be identified,

subject to paragraph (9) the undertaker must remove the remains and cause them to be reinterred in such burial ground or cemetery in which burials may legally take place as the undertaker thinks suitable for the purpose; and, so far as possible, remains from individual graves must be reinterred in individual containers which must be identifiable by a record prepared with reference to the original position of burial of the remains that they contain.

(9) If the undertaker is satisfied that any person giving notice under paragraph (4) is the personal representative or relative as that person claims to be and that the remains in question can be identified, but that person does not remove the remains, the undertaker must comply with any reasonable request that person may make in relation to the removal and reinterment or cremation of the remains.

(10) On the reinterment or cremation of any remains under this article—

(a) a certificate of reinterment or cremation must be sent by the undertaker to the Registrar General by the undertaker giving the date of reinterment or cremation and identifying the place from which the remains were removed and the place in which they were reinterred or cremated; and

(b) a copy of the certificate of reinterment or cremation and the record mentioned in paragraph (8) must be sent by the undertaker to the relevant planning authority mentioned in paragraph (3).

(11) No notice is required under paragraph (2) before the removal of any human remains where the undertaker is satisfied—

(a) that the remains were interred more than 100 years ago; and

(b) that no personal representative or relative of the deceased is likely to object to the remains being removed in accordance with this article.

(12) In the case of human remains to which paragraph (11) applies, the undertaker—

(a) may remove the remains;

(b) must apply for direction from the Secretary of State under paragraph (14) as to their subsequent treatment; and

(c) must deal with the remains in such manner and subject to such conditions as the Secretary of State directs.

(13) In this article—

(a) references to a relative of the deceased are to a person who—

(i) is a husband, wife, civil partner, parent, grandparent, child or grandchild of the deceased; or

(ii) is, or is a child of, a brother, sister, uncle or aunt of the deceased; and

(b) references to a personal representative of the deceased are to a person or persons who—

(i) is the lawful executor of the estate of the deceased; or

(ii) is the lawful administrator of the estate of the deceased.

(14) The removal and subsequent treatment of the remains of any deceased person under this article must be carried out in accordance with any directions which may be given by the Secretary of State.

(15) Any jurisdiction or function conferred on the county court by this article may be exercised by the district judge of the court.

(16) Section 25 (offence of removal of body from burial ground) of the Burial Act 1857(**a**) is not applied to a removal carried out in accordance with this article.

(17) Section 239 (use and development of burial grounds) of the 1990 Act applies—

(a) in relation to land, other than a right over land, acquired for the purposes of the authorised development (whether or not by agreement), so as to permit use by the undertaker in accordance with the provisions of this Order; and

(b) in relation to a right over land so acquired (whether or not by agreement), or the temporary use of land pursuant to article 31 (temporary use of land for constructing the authorised development) or 32 (temporary use of land for maintaining the authorised development), so as to permit the exercise of that right or the temporary use of land by the undertaker in accordance with the provisions of this Order,

and in section 240(1) (provisions supplemental to ss. 238 and 239) of the 1990 Act reference to "regulations made for the purposes of section 238(3) and (4) and 239(2)" means, so far as applicable to land or a right over land acquired under this Order, paragraphs (2) to (16) of this article and section 240(3) of the 1990 Act reference to a "statutory undertaker" includes the undertaker and reference to "any other enactment" includes this Order.

(18) The Town and Country Planning (Churches, Places of Religious Worship and Burial Ground) Regulations 1950(**b**) do not apply to the authorised development.

(19) Where a licence issued under section 4 of the Protection of Military Remains Act 1986(**c**) ("a licence") applies to the remains, or where the remains are found in an area identified in the

(**a**) 1857 c. 81. Substituted by Church of England (Miscellaneous Provisions) Measure 2014 No., 1 s.2 (January 1, 2015: substitution has effect subject to transitional and saving provisions specified in S.I. 2014/2077 Schedule 1 paragraphs 1 and 2.

(**b**) S.I. 1950/792.

(**c**) 1986 c. 35.

construction environmental management plan as one to be treated as though a licence applies, the undertaker must comply with the terms of the licence.

Protective works to buildings

19.—(1) Subject to the following provisions of this article, the undertaker may at its own expense carry out such protective works to any building lying within the Order limits as the undertaker considers necessary or expedient.

(2) Protective works may be carried out—

(a) at any time before or during the construction of any part of the authorised development in the vicinity of the building; or

(b) after the completion of that part of the authorised development in the vicinity of the building at any time up to the end of the period of five years beginning with the date of final commissioning.

(3) For the purpose of determining how the powers under this article are to be exercised, the undertaker may enter and survey any building falling within paragraph (1) and any land within its curtilage.

(4) For the purpose of carrying out protective works under this article to a building, the undertaker may (subject to paragraphs (5) and (6))—

(a) enter the building and any land within its curtilage; and

(b) where the works cannot be carried out reasonably conveniently without entering land which is adjacent to the building but outside its curtilage, enter the adjacent land (whether or not such adjacent land is inside or outside the Order limits) but not any building erected on it.

(5) Before exercising—

(a) a right under paragraph (1) to carry out protective works to a building;

(b) a right under paragraph (3) to enter a building and land within its curtilage;

(c) a right under paragraph (4)(a) to enter a building and land within its curtilage;

(d) a right under paragraph (4)(b) to enter land,

the undertaker must, except in the case of emergency, serve on the owners and occupiers of the building or land not less than 14 days' notice of its intention to exercise that right and, in a case falling within sub-paragraph (a), (c) or (d), specifying the protective works proposed to be carried out.

(6) Where a notice is served under paragraph (5)(a), (5)(c) or (5)(d), the owner or occupier of the building or land concerned may, by serving a counter-notice within the period of 10 days beginning with the day on which the notice was served, require the question whether it is necessary or expedient to carry out the protective works or to enter the building or land to be referred to arbitration under article 44 (arbitration).

(7) The undertaker must compensate the owners and occupiers of any building or land in relation to which rights under this article have been exercised for any loss or damage arising to them by reason of the exercise of those rights.

(8) Where—

(a) protective works are carried out under this article to a building; and

(b) within the period of five years beginning with the date of final commissioning it appears protective works are inadequate to protect the building against damage caused by the construction or use of that part of the authorised development,

the undertaker must compensate the owners and occupiers of the building for any loss or damage sustained by them.

(9) Subject to article 43 (no double recovery) nothing in this article relieves the undertaker from any liability to pay compensation under section 152(**a**) (compensation in case where no right to claim in nuisance) of the 2008 Act.

(10) Any compensation payable under paragraph (7) or (8) must be determined, in case of dispute, as if it were a dispute under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(11) Section 13(**b**) (refusal to give possession to acquiring authority) of the 1965 Act applies to the entry onto, or possession of, land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125(**c**) (application of compulsory acquisition provisions) of the 2008 Act.

(12) In this article "protective works" in relation to a building means—

(a) underpinning, strengthening and any other works the purpose of which is to prevent damage which may be caused to the building by the construction, maintenance or use of the authorised development; and

(b) any works the purpose of which is to remedy any damage which has been caused to the building by the construction, maintenance or use of the authorised development.

Authority to survey and investigate the land

20.—(1) The undertaker may for the purposes of this Order enter on any land shown within the Order limits or enter on any land which may be affected by the authorised development or enter on any land upon which entry is required in order to carry out monitoring or surveys in respect of the authorised development and—

(a) survey or investigate the land;

(b) without prejudice to the generality of sub-paragraph (a), make trial holes or boreholes in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer and subsoil and groundwater and remove soil and groundwater samples;

(c) without prejudice to the generality of sub-paragraph (a), carry out ecological or archaeological investigations on such land, including the digging of trenches; and

(d) place on, leave on and remove from the land apparatus for use in connection with the survey and investigation of land and making of trial holes, boreholes or trenches.

(2) No land may be entered or equipment placed or left on or removed from the land under paragraph (1) unless at least 14 days' notice has been served on every owner and occupier of the land.

(3) Any person entering land under this article on behalf of the undertaker—

(a) must, if so required before entering the land, produce written evidence of their authority to do so; and

(b) may take with them such vehicles and equipment as are necessary to carry out the survey or investigation or to make the trial holes, boreholes or trenches.

(4) No trial holes, boreholes or trenches are to be made under this article—

(a) in land located within the highway boundary without the consent of the highway authority; or

(b) in a private street without the consent of the street authority.

(5) The undertaker must compensate the owners and occupiers of the land for any loss or damage arising by reason of the exercise of the authority conferred by this article, such

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(**a**) Section 152 was amended by S.I. 2009/1307.
(**b**) Section 13 was amended by sections 62(3), 139(4) to (9) and 146 of, and paragraphs 27 and 28 of Schedule 13, and Part 3 of Schedule 23 to the Tribunals, Courts and Enforcement Act 2007 (c. 15).
(**c**) Section 125 was amended by section 190 of, and paragraph 17 of Schedule 16 to, the Housing and Planning Act 2016 (c. 22).

compensation to be determined, in case of dispute, as if it were a dispute under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(6) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the entry onto land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

PART 5

POWERS OF ACQUISITION

Compulsory acquisition of land

21.—(1) The undertaker may—

(a) acquire compulsorily so much of the Order land as is required for the authorised development or to facilitate, or as is incidental, to it; and

(b) use any land so acquired for the purpose authorised by this Order or for any other purposes in connection with or ancillary to the authorised development.

(2) This article is subject to article 22 (time limit for exercise of authority to possess land temporarily or to acquire land compulsorily), article 24 (compulsory acquisition of rights) and article 31 (temporary use of land for constructing the authorised development).

Time limit for exercise of authority to possess land temporarily or to acquire land compulsorily

22. —(1) No notice to treat is to be served under Part 1 (compulsory purchase under Acquisition of Land Act 1981) of the 1965 Act and no declaration is to be executed under section 4 (execution of declaration) of the 1981 Act after the end of the applicable period.

(2) The authority conferred by article 31 (temporary use of land for constructing the authorised development) must not be used after the end of the applicable period.

(3) For the purposes of section 4 of the 1965 Act (time limit for giving notice to treat) and section 5A of the 1981 Act (time limit for general vesting declaration), as modified and applied by this Order, the definition of "applicable period" is to be construed as having the same meaning as in this Order.

(4) In this article—

(a) references to the 1965 Act include the modifications in article 28 (modification of Part 1 of the Compulsory Purchase Act 1965); and

(b) references to the 1981 Act are as applied by article 26 (application of the 1981 Act).

(5) Nothing in paragraph (2) prevents the undertaker remaining in possession of land after the end of the applicable period, if the land was entered and possession was taken before the end of that period.

Compulsory acquisition of land – incorporation of the mineral code

23. Parts 2 and 3 of Schedule 2 (minerals) to the Acquisition of Land Act 1981 are incorporated into this Order subject to the modifications that—

(a) for "the acquiring authority" substitute "the undertaker";

(b) for the "undertaking" substitute "authorised development"; and

(c) paragraph 8(3) is not incorporated.

Compulsory acquisition of rights

24.—(1) Subject to paragraph (2) and article 31 (temporary use of land for constructing the authorised development), the undertaker may acquire compulsorily such rights over the Order land or impose such restrictive covenants over the Order land as may be required for any purpose for which that land may be acquired under article 21 (compulsory acquisition of land), by creating them as well as by acquiring rights already in existence.

(2) Subject to the provisions of this paragraph, article 25 (private rights) and article 33 (statutory undertakers), in the case of the Order land specified in column 1 of the table in Schedule 9 (land in which only new rights etc. may be acquired) the undertaker's powers of compulsory acquisition are limited to the acquisition of existing rights and benefit of restrictive covenants over that land and the creation and acquisition of such new rights and the imposition of restrictive covenants for the purpose specified in relation to that land in column 2 of the table in that Schedule.

(3) Subject to section 8 (other provisions as to divided land) and Schedule 2A (counter-notice requiring purchase of land) of the 1965 Act (as substituted by paragraph 5(8) of Schedule 10 (modification of compensation and compulsory purchase enactments for the creation of new rights and imposition of new restrictive covenants)), where the undertaker creates or acquires an existing right over land or the benefit of a restrictive covenant under paragraph (1) or (2), the undertaker is not required to acquire a greater interest in that land.

(4) Schedule 10 has effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their application in relation to the compulsory acquisition under this article of a right over land by the creation of a new right or the imposition of restrictive covenants.

(5) In any case where the acquisition of new rights or imposition of a restriction under paragraph (1) or (2) is required for the purpose of diverting, replacing or protecting apparatus of a statutory undertaker, the undertaker may, with the consent of the Secretary of State, transfer the power to acquire such rights to the statutory undertaker in question.

(6) The exercise by a statutory undertaker of any power in accordance with a transfer under paragraph (5) is subject to the same restrictions, liabilities and obligations as would apply under this Order if that power were exercised by the undertaker.

(7) Nothing in this article prevents the undertaker from acquiring rights or imposing restrictions more than once in relation to any land that the undertaker acquires rights or imposes restrictions in under this article.

Private rights

25.—(1) Subject to the provisions of this article, all private rights and restrictive covenants over land subject to compulsory acquisition under this Order cease to have effect insofar as their continuance would be inconsistent with the exercise of the powers under article 21 (compulsory acquisition of land) on the earliest of—

(a) the date of acquisition of the land by the undertaker, whether compulsorily or by agreement; or

(b) the date of entry on the land by the undertaker under section 11(1) (power of entry) of the 1965 Act.

(2) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to the compulsory acquisition of rights or the imposition of restrictive covenants under article 24 (compulsory acquisition of rights) cease to have effect in so far as their continuance would be inconsistent with the exercise of the right or compliance with the restrictive covenant on the earliest of—

(a) the date of the acquisition of the right or imposition of the restrictive covenant by the undertaker (whether the right is acquired compulsorily or by agreement); or

(b) the date of entry on the land by the undertaker under section 11(1) (power of entry) of the 1965 Act in pursuance of the right.

(3) Subject to the provisions of this article, all private rights or restrictive covenants over land of which the undertaker takes temporary possession under article 31 or article 32 are suspended and unenforceable, in so far as their continuance would be inconsistent with the purpose for which temporary possession is taken, for as long as the undertaker remains in lawful possession of the land.

(4) The undertaker may by notice extinguish private rights and restrictive covenants over land subject to compulsory acquisition under this Order—

(a) from the date of acquisition of the land, or of the right, or of the benefit of the restrictive covenant by the undertaker, whether compulsorily or by agreement; or

(b) on the date of entry on the land by the undertaker under section 11(1) (power of entry) of the 1965 Act.

(5) Any person who suffers loss by the extinguishment, cessation of effect or suspension of any private right or restrictive covenant under this article is entitled to compensation in accordance with the terms of section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act to be determined, in case of dispute, under Part 1 of the 1961 Act.

(6) This article does not apply in relation to any right to which section 138 (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) of the 2008 Act or article 33 (statutory undertakers) applies.

(7) Paragraphs (1) to (3) have effect subject to—

(a) any notice given by the undertaker before—

(i) the completion of the acquisition of the land or the acquisition of rights or the imposition of restrictive covenants over or affecting the land;

(ii) the undertaker's appropriation of the land;

(iii) the undertaker's entry onto the land; or

(iv) the undertaker's taking temporary possession of the land,

that any or all of those paragraphs do not apply to any right specified in the notice; or

(b) any agreement made at any time between the undertaker and the person in or to whom the right or restrictive covenant in question is vested or belongs.

(8) If an agreement referred to in paragraph (7)(b)—

(a) is made with a person in or to whom the right is vested or belongs; and

(b) is expressed to have effect also for the benefit of those deriving title from or under that person,

the agreement is effective in respect of the persons so deriving title, whether that title was derived before or after the making of the agreement.

(9) References in this article to the acquisition of land or rights include the grant to the undertaker of a lease of the land or rights by agreement.

(10) References in this article to private rights over land include any right of way, trust, incident, restrictive covenant, easement, liberty, privilege, right or advantage annexed to land and adversely affecting other land, including any natural right to support; and include restrictions as to the user of land arising by virtue of a contract, agreement or undertaking having that effect.

Application of the 1981 Act

26.—(1) The 1981 Act applies as if this Order were a compulsory purchase order.

(2) The 1981 Act, as applied by paragraph (1), has effect with the following modifications.

(3) In section 1 (application of the Act), for subsection 2 substitute—

"(2) This section applies to any Minister, any local or other public authority or any other body or person authorised to acquire land by means of a compulsory purchase order.".

(4) In section 5(2) (earliest date for execution of declaration) omit the words from "and this subsection" to the end.

(5) In section 5B(1) (extension of time limit during challenge) for "section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order)" substitute "section 118 of the 2008 Act (legal challenges relating to applications for orders granting development consent)".

(6) In section 6 (notices after extension of declaration), in subsection (1)(b) for "section 15 of, or paragraph 6 of Schedule 1 to, the Acquisition of Land Act 1981" substitute "section 134 (notice of authorisation of compulsory acquisition of the Planning Act 2008".

(7) In section 7 (constructive notice to treat), in subsection (1)(a) omit the words "(as modified by section 4 of the Acquisition of Land Act 1981)".

(8) In Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration), for paragraph 1(2) substitute—

"(2) But see article 29(3) (acquisition of subsoil only) of the Green Hill Solar Farm Order 202[ ], which excludes the acquisition of subsoil only from this Schedule.".

(9) References to the 1965 Act in the 1981 Act must be construed as references to the 1965 Act as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act (and as modified by article 28 (modification of Part 1 of the Compulsory Purchase Act 1965)) to the compulsory acquisition of land under this Order.

Power to override easements and other rights

27.—(1) Any authorised activity which takes place on land within the Order limits (whether the activity is undertaken by the undertaker or by any person deriving title from the undertaker or by any contractors, servants or agents of the undertaker) is authorised by this Order if it is done in accordance with the terms of this Order, notwithstanding that it involves—

(a) an interference with an interest or right to which this article applies; or

(b) a breach of a restriction as to the user of land arising by virtue of a contract.

(2) The interests and rights to which this article applies include any easement, liberty, privilege, right or advantage annexed to land and adversely affecting other land, including any natural right to support and include restrictions as to the user of land arising by virtue of a contract.

(3) Where an interest, right or restriction is overridden by paragraph (1), compensation—

(a) is payable under section 7 (measure of compensation in case of severance) or section 10 (further provision as to compensation for injurious affection) of the 1965 Act; and

(b) is to be assessed in the same manner and subject to the same rules as in the case of other compensation under those sections where—

(i) the compensation is to be estimated in connection with a purchase under that Act; or

(ii) the injury arises from the execution of works on or use of land acquired under that Act.

(4) Where a person deriving title under the undertaker by whom the land in question was acquired—

(a) is liable to pay compensation by virtue of paragraph (3); and

(b) fails to discharge that liability,

the liability is enforceable against the undertaker.

(5) Nothing in this article is to be construed as authorising any act or omission on the part of any person which is actionable at the suit of any person on any grounds other than such an interference or breach as is mentioned in paragraph (1).

(6) In this article "authorised activity" means—

(a) the erection, construction, maintenance or decommissioning of any part of the authorised development;

(b) the exercise of any power authorised by the Order; or

(c) the use of any land within the Order limits (including the temporary use of land).

Modification of Part 1 of the Compulsory Purchase Act 1965

28.—(1) Part 1 of the 1965 Act (compulsory acquisition under Acquisition of Land Act 1946), as applied to this Order by section 125 (application of compulsory acquisition provisions) of the 2008 Act, is modified as follows.

(2) In section 4A(1) (extension of time limit during challenge) for "section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order)" substitute "section 118 (legal challenges relating to applications for orders granting development consent) of the Planning Act 2008".

(3) In section 11A (powers of entry: further notice of entry)—

(a) in subsection (1)(a), after "land" insert "under that provision"; and

(b) in subsection (2), after "land" insert "under that provision".

(4) In Schedule 2A (counter-notice requiring purchase of land not in notice to treat)—

(a) for paragraphs 1(2) and 14(2) substitute—

"(2) But see article 29(3) (acquisition of subsoil only) of the Green Hill Solar Farm Order 202[ ], which excludes the acquisition of subsoil only from this Schedule"; and

(b) after paragraph 29 insert—

"PART 4

INTERPRETATION

30. In this Schedule, references to entering on and taking possession of land do not include doing so under article 19 (protective works to buildings), article 31 (temporary use of land for constructing the authorised development) or article 32 (temporary use of land for maintaining the authorised development) of the Green Hill Solar Farm Order 202[ ].".

Acquisition of subsoil only

29.—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil of the Order land as may be required for any purpose for which that land or rights in that land may be acquired instead of acquiring or acquiring rights in the whole of the land.

(2) Where the undertaker acquires any part of, or rights in, the subsoil of land referred to in paragraph (1), the undertaker is not required to acquire an interest in any other part of the land.

(3) The following do not apply in connection with the exercise of the power under paragraph (1) in relation to subsoil only—

(a) Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act as modified by Schedule 10 (modification of compensation and compulsory purchase enactments for the creation of new rights and imposition of new restrictive covenants);

(b) Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration) to the 1981 Act; and

(c) section 153(4A)(**a**) (blighted land: proposed acquisition of part interest; material detriment test) of the 1990 Act.

(4) Paragraphs (2) and (3) do not apply where the undertaker acquires a cellar, vault, arch or other construction forming part of a house, building or factory.

Rights under or over streets

30.—(1) The undertaker may enter on, appropriate and use so much of the subsoil of or airspace over any street within the Order limits as may be required for the purposes of the authorised development and may use the subsoil or airspace for those purposes or any other purpose ancillary to the authorised development.

(**a**) Section 153(4A) was inserted by section 200(1) and (2) of the Housing and Planning Act 2016.

(2) Subject to paragraph (3), the undertaker may exercise any power conferred by paragraph (1) in relation to a street without being required to acquire any part of the street or any easement or right in the street.

(3) Paragraph (2) does not apply in relation to—

(a) any subway or underground building; or

(b) any cellar, vault, arch or other construction in, on or under a street which forms part of a building fronting onto the street.

(4) Subject to paragraph (5), any person who is an owner or occupier of land appropriated under paragraph (1) without the undertaker acquiring any part of that person's interest in the land, and who suffers loss as a result, is entitled to compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(5) Compensation is not payable under paragraph (4) to any person who is an undertaker to whom section 85 (sharing cost of necessary measures) of the 1991 Act applies in respect of measures of which the allowable costs are to be borne in accordance with that section.

Temporary use of land for constructing the authorised development

31.—(1) The undertaker may, in connection with the construction of the authorised development but subject to article 22 (time limit for exercise of authority to possess land temporarily or to acquire land compulsorily)—

(a) enter on and take temporary possession of—

(i) so much of the land specified in column (1) of the table in Schedule 11 (land of which temporary possession may be taken) for the purpose specified in relation to the land in column (2) of that table; and

(ii) any other Order land in respect of which no notice of entry has been served under section 11(**a**) of the 1965 Act (powers of entry) and no declaration has been made under section 4(**b**) of the 1981 Act (execution of declaration);

(b) remove any buildings, structures, agricultural plant and apparatus, electric lines, drainage, fences, debris and vegetation from that land;

(c) construct temporary works (including means of access), haul roads, security fencing, bridges, structures and buildings on that land;

(d) use the land for the purposes of a temporary working site with access to the working site in connection with the authorised development;

(e) construct any works on that land as are mentioned in Schedule 1 (authorised development); and

(f) carry out mitigation works on that land required under the requirements in Schedule 2 (requirements).

(2) Paragraph (1) does not authorise the undertaker to take temporary possession of—

(a) any house or garden belonging to a house; or

(b) any building (other than a house) if it is for the time being occupied.

(3) Not less than 14 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(**a**) Section 11 was amended by section 34(1) of, and paragraph 14(3) of Schedule 4 to, the Acquisition of Land Act 1981 (c. 67), section 3 of, and Part 1 of Schedule 1 to, the Housing (Consequential Provisions) Act 1985 (c. 71), section 14 of, and paragraph 12(1) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (No. 1), sections 186, 187 and 188 of, and paragraph 6 of Schedule 14 and paragraph 3 of Schedule 16 to, the Housing and Planning Act 2016 and S.I. 2009/1307.

(**b**) Section 4 as amended by section 184 and 185 of, and paragraphs 1 and 2 of Schedule 18 to, the Housing and Planning Act 2016.

(4) The undertaker must not, without the agreement of the owners of the land, remain in possession of any land under this article—

(a) in the case of the land referred to in paragraph (1)(a)(i) after the end of the period of one year beginning with the date of final commissioning of the part of the authorised development for which temporary possession of the land was taken; or

(b) in the case of land referred to in paragraph (1)(a)(ii) after the end of the period of one year beginning with the date of final commissioning of the part of the authorised development for which temporary possession of the land was taken unless the undertaker has, before the end of that period, served a notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act in relation to that land.

(5) Unless the undertaker has served notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act or otherwise acquired the land or rights over land subject to temporary possession the undertaker must, before giving up possession of land of which temporary possession has been taken under this article, remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land; but the undertaker is not required to—

(a) replace any building, structure, agricultural plant or apparatus, electric line, debris, drain or vegetation removed under this article;

(b) remove any drainage works installed by the undertaker under this article;

(c) remove any new road surface or other improvements carried out under this article to any street specified in Schedule 4 (streets subject to street works), Schedule 5 (alteration of streets) or Schedule 7 (access to works);

(d) remove any fencing or boundary treatments installed by the undertaker under this article to replace or enhance existing fencing or boundary treatments;

(e) restore the land on which any works have been carried out under paragraph (1)(f) insofar as the works relate to mitigation works identified in the environmental statement or required pursuant to the requirements in Schedule 2;

(f) remove any protective works which have been placed on the land under article 19 (protective works to buildings); or

(g) remove any measures installed over or around statutory undertakers' apparatus to protect that apparatus from the authorised development.

(6) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of any power conferred by this article.

(7) Any dispute as to a person's entitlement to compensation under paragraph (6), or as to the amount of the compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(8) Subject to article 43 (no double recovery), nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the carrying out of the authorised development, other than loss or damage for which compensation is payable under paragraph (6).

(9) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(10) The undertaker must not compulsorily acquire, acquire new rights over or impose restrictive covenants over, the land referred to in paragraph (1)(a)(i) under this Order.

(11) Nothing in this article prevents the undertaker from—

(a) creating and acquiring new rights or imposing restrictions over any part of the Order land identified in Schedule 9 (land in which only new rights etc. may be acquired); or

(b) acquiring any part of the subsoil of (or rights in the subsoil of) that land under article 29 (acquisition of subsoil only) or any part of the subsoil of that land under article 30 (rights under or over streets).

(12) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use of land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

(13) Nothing in this article prevents the taking of temporary possession more than once in relation to any land that the undertaker takes temporary possession of under this article.

Temporary use of land for maintaining the authorised development

32.—(1) The undertaker may, at any time during the maintenance period relating to any part of the authorised development—

(a) enter on and take temporary possession of any land within the Order limits if such possession is reasonably required for the purpose of maintaining the authorised development;

(b) enter on any land within the Order limits for the purpose of gaining such access as is reasonably required for the purpose of maintaining the authorised development; and

(c) construct such temporary works (including the provision of means of access) and buildings on the land as may be reasonably necessary for that purpose.

(2) Paragraph (1) does not authorise the undertaker to take temporary possession of—

(a) any house or garden belonging to a house; or

(b) any building (other than a house) if it is for the time being occupied.

(3) Not less than 28 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(4) The undertaker may only remain in possession of land under this article for so long as may be reasonably necessary to carry out the maintenance of the part of the authorised development for which possession of the land was taken.

(5) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land.

(6) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of any power conferred by this article.

(7) Any dispute as to a person's entitlement to compensation under paragraph (6), or as to the amount of compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(8) Subject to article 43 (no double recovery), nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the maintenance of the authorised development, other than loss or damage for which compensation is payable under paragraph (6).

(9) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(10) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use of land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

(11) In this article "the maintenance period" means—

(a) the period of five years beginning with the date of final commissioning of the part of the authorised development for which temporary possession is required under this article; or

(b) in relation to landscaping, such period as is set out in the landscape and ecological management plan which is approved by the relevant planning authority pursuant to requirement 7, beginning with the date on which that part of the landscaping is completed.

Statutory undertakers

33. Subject to the provisions of Schedule 15 (protective provisions) the undertaker may—

(a) acquire compulsorily, or acquire new rights or impose restrictive covenants over, the land belonging to statutory undertakers shown on the land plan within the Order land; and

(b) extinguish the rights of, remove, relocate the rights of or reposition the apparatus belonging to statutory undertakers over or within the Order land.

Apparatus and rights of statutory undertakers in closed or restricted streets

34. Where a street is closed, altered or diverted or its use is temporarily prohibited or restricted under article 8 (street works), article 10 (power to alter layout, etc., of streets), article 11 (construction and maintenance of altered streets) or article 12 (temporary closure, restriction or prohibition of use of streets and public rights of way) any statutory undertaker whose apparatus is under, in, on, along or across the street has the same powers and rights in respect of that apparatus, subject to Schedule 15 (protective provisions), as if this Order had not been made.

Recovery of costs of new connections

35.—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 33 (statutory undertakers) any person who is the owner or occupier of premises to which a supply was given from that apparatus is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of effecting a connection between the premises and any other apparatus from which a supply is given.

(2) Paragraph (1) does not apply in the case of the removal of a public sewer but where such a sewer is removed under article 33, any person who is—

(a) the owner or occupier of premises the drains of which communicated with that sewer; or

(b) the owner of a private sewer which communicated with that sewer,

is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of making the drain or sewer belonging to that person communicate with any other public sewer or with a private sewerage disposal plant.

(3) This article does not have effect in relation to apparatus to which Part 3 (street works in England and Wales) of the 1991 Act applies.

(4) In this article—

"public communications provider" has the same meaning as in section 151(1) (interpretation of Chapter 1) of the Communications Act 2003; and

"public utility undertaker" has the same meaning as in the 1980 Act.

PART 6

MISCELLANEOUS AND GENERAL

Benefit of the Order

36.—(1) Subject to paragraph (2) and article 37 (consent to transfer the benefit of the Order), the provisions of this Order have effect solely for the benefit of the undertaker.

(2) Paragraph (1) does not apply to Work No. 4 in respect of which the provisions of this Order are for the benefit of the undertaker and National Grid.

Consent to transfer the benefit of the Order

37.—(1) Subject to the powers of this Order, the undertaker may—

(a) transfer to another person ("the transferee") any or all of the benefit of the provisions of this Order and such related statutory rights as may be agreed between the undertaker and the transferee; and

(b) grant to another person ("the lessee") for a period agreed between the undertaker and the lessee any or all of the benefit of the provisions of this Order and such related statutory rights as may be so agreed.

(2) Where a transfer or grant has been made references in this Order to the undertaker, except in paragraph (8), are to include references to the transferee or lessee.

(3) The consent of the Secretary of State is required for the exercise of the powers of paragraph (1) except where—

(a) the transferee or lessee is the holder of a licence under section 6 (licences authorising supply etc.) of the 1989 Act;

(b) in respect of Work No. 9, the transferee or lessee is a holding company or subsidiary of the undertaker; or

(c) the time limits for claims for compensation in respect of the acquisition of land or effects upon land under this Order have elapsed and—

(i) no such claims have been made;

(ii) any such claim has been made and has been compromised or withdrawn;

(iii) compensation has been paid in full and final settlement of any such claim;

(iv) payment of compensation into court has taken place in lieu of settlement of any such claim; or

(v) it has been determined by a tribunal or court of competent jurisdiction in respect of any such claim that no compensation is payable.

(4) Where the consent of the Secretary of State is not required, the undertaker must notify the Secretary of State in writing before transferring or granting a benefit referred to in paragraph (1).

(5) The notification referred to in paragraph (4) must state—

(a) the name and contact details of the person to whom the benefit of the powers will be transferred or granted;

(b) subject to paragraph (6), the date on which the transfer will take effect;

(c) the powers to be transferred or granted;

(d) pursuant to paragraph (8), the restrictions, liabilities and obligations that will apply to the person exercising the powers transferred or granted; and

(e) where relevant, a plan showing the works or areas to which the transfer or grant relates.

(6) The date specified under paragraph (5)(b) must not be earlier than the expiry of 10 working days from the date of the receipt of the notification.

(7) The notification given must be signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted as specified in that notification.

(8) Where the undertaker has transferred any benefit, or for the duration of any period during which the undertaker has granted any benefit—

(a) the benefit transferred or granted ("the transferred benefit") must include any rights that are conferred, and any obligations that are imposed, by virtue of the provisions to which the benefit relates;

(b) the transferred benefit will reside exclusively with the transferee or, as the case may be, the lessee, and the transferred benefit will not be enforceable against the undertaker; and

(c) the exercise by a person of any benefits or rights conferred in accordance with any transfer or grant is subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.

Application of landlord and tenant law

38.—(1) This article applies to—

(a) any agreement for leasing to any person the whole or any part of the authorised development or the right to operate the same; and

(b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised development, or any part of it,

so far as any such agreement relates to the terms on which any land which is the subject of a lease granted by or under that agreement is to be provided for that person's use.

(2) No enactment or rule of law regulating the rights and obligations of landlords and tenants prejudices the operation of any agreement to which this article applies.

(3) Accordingly, no such enactment or rule of law applies in relation to the rights and obligations of the parties to any lease granted by or under any such agreement, so as to—

(a) exclude or in any respect modify any of the rights and obligations of those parties under the terms of the lease, whether with respect to the termination of the tenancy or any other matter;

(b) confer or impose on any such party any right or obligation arising out of or connected with anything done or omitted on or in relation to land which is the subject of the lease, in addition to any such right or obligation provided for by the terms of the lease; or

(c) restrict the enforcement (whether by action for damages or otherwise) by any party to the lease of any obligation of any other party under the lease.

Planning permission, etc.

39.—(1) Following the coming into force of this Order, if planning permission is granted under the powers conferred by the 1990 Act for development any part of which is within the Order limits and which does not constitute any part of the authorised development then the carrying out of development pursuant to that planning permission does not constitute a breach of the terms of this Order.

(2) Development consent granted by this Order is to be treated as specific planning permission for the purposes of section 264(3)(a) (cases in which land is to be treated as not being operational land) of the 1990 Act.

(3) To the extent any development carried out or used pursuant to a planning permission granted under section 57 (requirement of planning permission) of the 1990 Act or compliance with any conditions of that permission is inconsistent with the exercise of any power, right or obligation under this Order or the authorised development—

(a) that inconsistency is to be disregarded for the purposes of establishing whether any development which is the subject matter of that planning permission is capable of physical implementation; and

(b) in respect of that inconsistency, no enforcement action under the 1990 Act may be taken in relation to development carried out or used pursuant to that planning permission, or compliance with any conditions of that planning permission, whether inside or outside the Order limits.

(4) Any development or any part of a development within the Order limits which is constructed or used under the authority of a permission granted under section 57 of the 1990 Act, including permissions falling under paragraph (1) or (3), is deemed not to be a breach of, or inconsistent with, this Order and does not prevent the authorised development being carried out or used or any other function under this Order being exercised.

(5) In paragraph (3), "enforcement action" means any enforcement action provided for under Part 7 of the 1990 Act.

Felling or lopping of trees and removal of hedgerows

40.—(1) Subject to article 41 (trees subject to tree preservation orders), the undertaker may fell or lop any tree or shrub near any part of the authorised development or cut back its roots, if it reasonably believes it to be necessary to do so to prevent the tree or shrub from—

(a) obstructing or interfering with the construction, maintenance or operation of the authorised development or any apparatus used in connection with the authorised development;

(b) constituting a danger to persons using the authorised development; or

(c) obstructing or interfering with the passage of construction vehicles to the extent necessary for the purposes of constructing the authorised development.

(2) In carrying out any activity authorised by paragraph (1) the undertaker must do no unnecessary damage to any tree or shrub and must pay compensation to any person for any loss or damage arising from such activity.

(3) Any dispute as to a person's entitlement to compensation under paragraph (2), or as to the amount of compensation, is to be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(4) The undertaker may, for the purposes of the authorised development or in connection with the authorised development and subject to paragraph (2), remove the hedgerows specified in the table in Part 1, the table in Part 2, and the table in Part 3 of Schedule 12 (hedgerows to be removed) to the extent set out in the landscape and ecological management plan approved pursuant to requirement 7 in Schedule 2 (requirements).

(5) The undertaker may not pursuant to paragraphs (1) and (4) fell or lop a tree or remove hedgerows within the extent of the publicly maintainable highway without the prior consent of the highway authority.

(6) In this article "hedgerow" has the same meaning as in the Hedgerows Regulations 1997(**a**).

Trees subject to tree preservation orders

41.—(1) The undertaker may, if it reasonably believes it to be necessary to do so in order to prevent the tree from obstructing or interfering with the construction, maintenance, operation or decommissioning of the authorised development or any apparatus used in connection with the authorised development, fell or lop or cut back the roots of any tree that is subject to a tree preservation order that is within or overhanging land within the Order limits provided the relevant tree preservation order was made after the date of this Order.

(2) In carrying out any activity authorised by paragraph (1)—

(a) the undertaker must do no unnecessary damage to any tree and must pay compensation to any person for any loss or damage arising from such activity; and

(**a**) S.I. 1997/1160.

(b) the duty contained in section 206(1) (replacement of trees) of the 1990 Act does not apply.

(3) The authority given by paragraph (1) constitutes a deemed consent under the relevant tree preservation order.

(4) Any dispute as to a person's entitlement to compensation under paragraph (2), or as to the amount of compensation, is to be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

Certification of plans and documents, etc.

42.—(1) The undertaker must, as soon as practicable after the making of this Order, submit copies of all documents and plans listed in the table in Part 1 of Schedule 13 (documents and plans to be certified) to the Secretary of State for certification that they are true copies of the documents referred to in this Order.

(2) Before submitting the documents and plans in accordance with paragraph (1), the undertaker must substitute or supplement, as the case may be, the documents listed in column 1 of the table in Part 2 of Schedule 13 with the documents listed in column 2 of that table.

(3) Before submitting the environmental statement in accordance with paragraph (1), the undertaker must substitute any figures or appendices contained therein with the final revision of that figure or appendix that was submitted by the undertaker to the Planning Inspectorate or the Secretary of State prior to the making of this Order.

(4) A plan or document so certified is admissible in any proceedings as evidence of the contents of the document of which it is a copy.

No double recovery

43. Compensation is not payable in respect of the same matter both under this Order and under any enactment, any contract or any rule of law, or under two or more different provisions of this Order.

Arbitration

44.—(1) Subject to paragraph (2), any difference under any provision of this Order must, unless otherwise expressly provided for or agreed in writing between the undertaker and the party in question, be referred to and settled by arbitration in accordance with the rules set out in Schedule 14 (arbitration rules) of this Order.

(2) Any matter for which the consent or approval of the Secretary of State is required under any provision of this Order is not subject to arbitration.

Protective provisions

45. Schedule 15 (protective provisions) has effect.

Service of notices

46.—(1) A notice or other document required or authorised to be served for the purposes of this Order may be served—

(a) by post;

(b) by delivering it to the person on whom it is to be served or to whom it is to be given or supplied; or

(c) with the consent of the recipient and subject to paragraphs (5) to (8), by electronic transmission.

(2) Where the person on whom a notice or other document to be served for the purposes of this Order is a body corporate, the notice or document is duly served if it is served on the secretary or clerk of that body.

(3) For the purposes of section 7 (references to service by post) of the Interpretation Act 1978(**a**) as it applies for the purposes of this article, the proper address of any person in relation to the service on that person of a notice or document under paragraph (1) is, if that person has given an address for service, that address and otherwise—

(a) in the case of the secretary or clerk of a body corporate, the registered or principal office of that body; and

(b) in any other case, the last known address of that person at that time of service.

(4) Where for the purpose of this Order a notice or other document is required or authorised to be served on a person as having an interest in, or as the occupier of, land and the name or address of that person cannot be ascertained after reasonable enquiry, the notice may be served by—

(a) addressing it to that person by the description of "owner", or as the case may be "occupier" of the land (describing it); and

(b) either leaving it in the hands of the person who is or appears to be resident or employed on the land or leaving it conspicuously affixed to some building or object on or near the land.

(5) Where a notice or other document required to be served or sent for the purposes of this Order is served or sent by electronic transmission the requirement is to be taken to be fulfilled only where—

(a) the recipient of the notice or other document to be transmitted has given consent to the use of electronic transmission in writing or by electronic transmission;

(b) the notice or document is capable of being accessed by the recipient;

(c) the notice or document is legible in all material respects; and

(d) the notice or document is in a form sufficiently permanent to be used for subsequent reference.

(6) Where the recipient of a notice or other document served or sent by electronic transmission notifies the sender within seven days of receipt that the recipient requires a paper copy of all or any part of that notice or other document the sender must provide such a copy as soon as reasonably practicable.

(7) Any consent to the use of an electronic transmission by a person may be revoked by that person in accordance with paragraph (8).

(8) Where a person is no longer willing to accept the use of electronic transmission for any of the purposes of this Order—

(a) that person must give notice in writing or by electronic transmission revoking any consent given by that person for that purpose; and

(b) such revocation is final and takes effect on a date specified by the person in the notice but that date must not be less than seven days after the date on which the notice is given.

(9) This article does not exclude the employment of any method of service not expressly provided for by it.

(10) In this article, "legible in all material respects" means that the information contained in the notice or document is available to that person to no lesser extent than it would be if served, given or supplied by means of a notice or document in printed form.

(**a**) 1978 c. 30.

Procedure in relation to certain approvals etc.

47.—(1) Where an application is made to or request is made of a consenting authority for any consent, agreement or approval required or contemplated by any of the provisions of the Order (not including the requirements), such consent, agreement or approval to be validly given, must be given in writing.

(2) Where paragraph (1) applies to any consent, agreement or approval, such consent, agreement or approval must not be unreasonably withheld or delayed.

(3) Schedule 16 (procedure for discharge of requirements) has effect in relation to all consents, agreements or approvals required, granted, refused or withheld in relation to the requirements.

(4) Save for applications made pursuant to Schedule 16 and where stated to the contrary if, within six weeks (or such longer period as may be agreed between the undertaker and the relevant consenting authority in writing) after the application or request has been submitted to a consenting authority it has not notified the undertaker of its disapproval and the grounds of disapproval, it is deemed to have approved the application or request.

(5) Where any application is made as described in paragraph (1), the undertaker must include a statement in such application that refers to the timeframe for consideration of the application and the consequences of failure to meet that timeframe as prescribed by paragraph (4).

(6) Schedule 16 does not apply in respect of any consents, agreements or approvals contemplated by the provisions of Schedule 15 (protective provisions) or any dispute under article 19(6) (protective works to buildings).

(7) In this article "consenting authority" means the relevant planning authority, highway authority, traffic authority, street authority, the owner of a watercourse, sewer or drain or the beneficiary of any of the protective provisions contained in Schedule 15.

Guarantees in respect of payment of compensation

48.—(1) The undertaker must not exercise the powers conferred by the provisions referred to in paragraph (2) in relation to any part of the Order limits unless it has first put in place either—

(a) a guarantee, the form and amount of which has been approved by the Secretary of State in respect of the liabilities of the undertaker to pay compensation pursuant to the provisions referred to in paragraph (2); or

(b) an alternative form of security, the form and amount of which has been approved by the Secretary of State in respect of the liabilities of the undertaker to pay compensation pursuant to the provisions referred to in paragraph (2).

(2) The provisions are—

(a) article 21 (compulsory acquisition of land);

(b) article 24 (compulsory acquisition of rights);

(c) article 25 (private rights);

(d) article 31 (temporary use of land for constructing the authorised development);

(e) article 32 (temporary use of land for maintaining the authorised development); and

(f) article 33 (statutory undertakers).

(3) A guarantee or alternative form of security given in respect of any liability of the undertaker to pay compensation under this Order is to be treated as enforceable against the guarantor or person providing the alternative form of security by any person to whom such compensation is payable and must be in such a form as to be capable of enforcement by such a person.

(4) Nothing in this article requires a guarantee or alternative form of security to be in place for more than 15 years after the date on which the relevant power is exercised.

Signed by authority of the Secretary of State

Signature

Address

Title

Date Department

SCHEDULE 1

Article 3

AUTHORISED DEVELOPMENT

1. In this Schedule—

"energy storage" means equipment used for the storage of electrical energy;

"inverter" means electrical equipment required to convert direct current power to alternating current;

"mounting structure" means a frame or rack made of galvanised steel, anodised aluminium or other material designed to support the solar modules;

"National Grid substation" means the existing 400kV substation at Grendon, Northamptonshire, owned and operated by National Grid;

"solar module" means a solar photovoltaic panel or module designed to convert solar irradiance to electrical energy;

"substation" means a substation containing electrical equipment required to switch, transform, convert electricity and provide reactive power consumption;

"switchgear" means a combination of electrical disconnect switches, fuses or circuit breakers used to control, protect and isolate electrical equipment; and

"transformer" means a structure serving to transform electricity to a different voltage.

Authorised development

2. In the unitary areas of West Northamptonshire, North Northamptonshire and Milton Keynes a nationally significant infrastructure project as defined in sections 14 and 15 of the 2008 Act and associated development under section 115(1)(b) of the 2008 Act.

The nationally significant infrastructure project comprises all or any of the work numbers in this Schedule or any part of any work number in this Schedule—

Work No. 1— a ground mounted solar photovoltaic generating station with a gross electrical output capacity of over 100 megawatts including—

(a) solar modules fitted to mounting structures;

(b) DC electrical cabling and combiner DC boxes;

(c) conversion units including inverters, transformers, switchgear, and monitoring and control systems; and

(d) electrical and communications cabling connecting Work No. 1(c) to Work Nos. 3A, 3B and 3C;

and associated development within the meaning of section 115(2) of the 2008 Act comprising—

Work No. 2— an energy storage facility comprising—

(a) battery energy storage system units each containing fire protection systems and components;

(b) a structure protecting the battery energy storage cells comprised in Work No. 2(a) and ancillary equipment, being either one container or multiple containers joined to each other, mounted on a reinforced concrete foundation slab or concrete piling;

(c) interconnection units including heating, ventilation and air conditioning, liquid cooling systems and temperature management either housed within the containers comprised in Work No. 2(b), attached to the side or top of each of the containers, or located separate from but near to each of the containers;

(d) conversion units including inverters, transformers, switchgear and energy management system;

(e) monitoring and control systems housed within a container with Work No. 2(c) or located separately in its own container or control room;

(f) electrical cabling including electrical cables connecting Work No. 2 to Work No. 3A;

(g) bunded impermeable surface or other form of containment system to manage surface water drainage;

(h) water storage facility for the purposes of firefighting water supply; and

(i) bunded impermeable surface or other form of containment system and associated infrastructure to contain used firewater.

Work No. 3— works in connection with onsite substations including—

(a) **Work No. 3A**— a substation with works comprising—

(i) an up to 400 kV substation, with associated transformer bays, feeder bays, transformers, switchgear buildings and ancillary equipment including reactive power units;

(ii) control building or container relay rooms with associated offices, storage and welfare facilities;

(iii) monitoring and control systems for Work Nos. 1 and 3A;

(iv) maintenance compound;

(v) electrical cabling; and

(vi) earthworks, including soil stripping and site levelling.

(b) **Work No. 3B**— a substation with works comprising—

(i) an up to 132 kV substation, with associated transformer bays, feeder bays, transformers, switchgear buildings and ancillary equipment including reactive power units;

(ii) control building or container relay rooms with associated offices, storage and welfare facilities;

(iii) monitoring and control systems for Work Nos. 1 and 3B;

(iv) maintenance compound;

(v) electrical cabling; and

(vi) earthworks, including soil stripping and site levelling.

(c) **Work No. 3C**— a substation with works comprising—

(i) an up to 33 kV substation, with associated feeder bays, switchgear and ancillary equipment including reactive power units;

(ii) control unit or container relay unit with associated storage;

(iii) monitoring and control systems for Work Nos. 1 and 3C;

(iv) maintenance compound;

(v) electrical cabling; and

(vi) earthworks, including soil stripping and site levelling.

Work No. 4— works to the National Grid substation to facilitate connection of the authorised development to the National Grid including population of the substation bay—

(a) a 400 kV 3-phase 4000 A circuit breaker for control and protection of the outgoing circuit serving the authorised development;

(b) a 3-phase set of current transformers for protection of the new outgoing 400 kV feeder circuit and the overlap with the National Grid system;

(c) a 3-phase high accuracy metering current and voltage transformer assembly for commercial metering of the connection;

(d) a 3-phase 400 kV line disconnector/earth switch for isolation and earthing of the outgoing 400 kV feeder circuit;

(e) a 3-phase set of 400 kV high voltage cable sealing ends and cables connecting the National Grid substation with Work No. 5;

(f) a 3-phase power quality ready capacitor voltage transformer; and

(g) provision of a stand-alone building to house duplicate feeder protection systems, commercial metering systems, protection and control equipment and user remote control and data acquisition apparatus.

Work No. 5— works in connection with electrical cabling including—

(a) **Work No. 5A**— works to lay electrical cables up to 400 kV including—

(i) high voltage electrical cables connecting Work Nos. 3A and 4;

(ii) high voltage electrical cables connecting Work No. 3A to Work No. 3A;

(iii) laying down of access tracks, ramps, footpaths, roads, including the laying and construction of drainage infrastructure, signage and information boards;

(iv) joint bays, link boxes, cable ducts, cable protection, joint protection, manholes, marker posts, underground cable marker, tiles and tape, communications chambers, fibre optic cables and lighting and other works associated with cable laying;

(v) tunnelling, boring and drilling works; and

(vi) temporary construction and decommissioning laydown areas comprising—

(aa) areas of hardstanding, compacted ground or track matting;

(bb) car parking;

(cc) area to store materials and equipment;

(dd) site and welfare offices and workshops;

(ee) security infrastructure, including cameras, perimeter fencing and lighting;

(ff) safety infrastructure to manage traffic when crossing roads or other obstacles;

(gg) site drainage and waste management infrastructure (including sewerage); and

(hh) electricity, water, waste water and telecommunications connections.

(b) **Work No. 5B**— works to lay electrical cables up to 132 kV including—

(i) high voltage electrical cables up to 132 kV connecting Work Nos. 3A and 3B;

(ii) high voltage electrical cables up to 33 kV connecting Work Nos. 3B and 3C;

(iii) laying down of access tracks, ramps, footpaths, roads, including the laying and construction of drainage infrastructure, signage and information boards;

(iv) joint bays, link boxes, cable ducts, cable protection, joint protection, manholes, marker posts, underground cable marker, tiles and tape, communications chambers, fibre optic cables and lighting and other works associated with cable laying;

(v) tunnelling, boring and drilling works; and

(vi) temporary construction and decommissioning laydown areas comprising—

(aa) areas of hardstanding, compacted ground or track matting;

(bb) car parking;

(cc) area to store materials and equipment;

(dd) site and welfare offices and workshops;

(ee) security infrastructure, including cameras, perimeter fencing and lighting;

(ff) safety infrastructure to manage traffic when crossing roads or other obstacles;

(gg) site drainage and waste management infrastructure (including sewerage); and

(hh) electricity, water, waste water and telecommunications connections.

Work No. 6— works including—

(a) fencing, gates, boundary treatment and other means of enclosure;

(b) works for the provision of security and monitoring measures including CCTV columns, lighting columns and lighting, cameras, weather stations, communication infrastructure, and perimeter fencing;

(c) landscaping and biodiversity mitigation and enhancement measures including planting;

(d) improvement, maintenance and use of existing private tracks;

(e) laying down of internal access tracks, ramps, bridges, means of access and footpaths;

(f) temporary footpath diversions, signage and information boards;

(g) earthworks;

(h) sustainable drainage system ponds, runoff outfalls, general drainage and irrigation infrastructure and improvements or extensions to existing drainage and irrigation systems;

(i) acoustic barriers;

(j) electricity and telecommunications connections; and

(k) secondary temporary construction and decommissioning laydown areas.

Work No. 7— temporary construction and decommissioning laydown areas comprising—

(a) areas of hardstanding;

(b) car parking;

(c) site and welfare offices and workshops;

(d) security infrastructure, including cameras, perimeter fencing and lighting;

(e) area to store materials and equipment;

(f) site drainage and waste management infrastructure (including sewerage); and

(g) electricity, water, waste water and telecommunications connections.

Work No. 8— works to facilitate access to Work Nos. 1 to 7 and 9 to 10 including—

(a) **Work No. 8A**— works to facilitate temporary construction, maintenance and decommissioning access to Work Nos. 1 to 7 and 9 to 10 including—

(i) creation of accesses from the public highway;

(ii) creation of visibility splays;

(iii) works to alter the layout of any street or highway temporarily; and

(iv) offsite works adjacent to highways land including those to structures, boundary features, drainage features on private land, in connection with the movement of abnormal indivisible loads.

(b) **Work No. 8B**— works to facilitate permanent access to Work Nos. 1 to 6 and 9 to 10 including—

(i) creation of accesses from the public highway;

(ii) creation of visibility splays;

(iii) works to alter the layout of any street or highway permanently; and

(iv) offsite works adjacent to highways land including those to structures, boundary features, drainage features on private land, in connection with the movement of abnormal indivisible loads.

Work No. 9— works to create and maintain habitat management areas, including—

(a) fencing, gates, boundary treatment and other means of enclosure;

(b) signs, interpretation boards or any other information display board;

(c) earth works including bunds, embankments, ponds, trenching and swales;

(d) landscaping and biodiversity mitigation and enhancement measures including planting;

(e) means of access; and

(f) drainage.

Work No. 10— creation of permissive paths including—

(a) **Work No. 10A**— creation of permissive paths for the exclusive use of pedestrian users comprising—

(i) ramps, bridges and other means of access;

(ii) fencing, gates, boundary treatment and other means of enclosure;

(iii) signs, interpretation boards or any other information display board; and

(iv) landscaping and biodiversity mitigation and enhancement measures including planting.

(b) **Work No. 10B**— creation of permissive paths for the exclusive use of pedestrian and equestrian users comprising—

(i) ramps, bridges and other means of access;

(ii) fencing, gates, boundary treatment and other means of enclosure;

(iii) signs, interpretation boards or any other information display board; and

(iv) landscaping and biodiversity mitigation and enhancement measures including planting.

(c) **Work No. 10C**— creation of permissive paths for the exclusive use of pedestrian, cycle and equestrian users comprising—

(i) ramps, bridges and other means of access;

(ii) fencing, gates, boundary treatment and other means of enclosure;

(iii) signs, interpretation boards or any other information display board; and

(iv) landscaping and biodiversity mitigation and enhancement measures including planting.

In connection with and in addition to Work Nos. 1 to 10 further associated development within the Order limits including—

(a) fencing, gates, boundary treatment and other means of enclosure;

(b) bunds, embankments, trenching and swales;

(c) works to the existing irrigation system and works to alter the position and extent of such irrigation system;

(d) surface water drainage systems, storm water attenuation systems including storage basins, oil water separators, including channelling and culverting and works to existing drainage networks;

(e) electrical, gas, water, foul water drainage and telecommunications infrastructure connections, diversions and works to, and works to alter the position of, such services and utilities connections;

(f) works to alter the course of, or otherwise interfere with, non-navigable rivers, streams or watercourses;

(g) ramps, bridges and other means of access;

(h) works for the provision of security and monitoring measures such as CCTV columns, lighting columns and lighting, cameras, lightning protection masts, weather stations, storage containers, communication infrastructure, and perimeter fencing;

(i) improvement, maintenance and use of existing private tracks;

(j) temporary footpath diversions and footpath enhancement;

(k) signs, interpretation boards or any other information display board;

(l) landscaping and biodiversity mitigation and enhancement measures and related works;

(m) habitat creation and enhancement;

(n) site establishments and preparation works including site clearance (including vegetation removal, demolition of existing buildings and structures); earthworks (including soil stripping and storage and site levelling) and excavations; the alteration of the position of services and utilities; and works for the protection of buildings and land;

(o) works to maintain and repair streets and access roads;

(p) tunnelling, boring and drilling works; and

(q) other works to mitigate any adverse effects of the construction, maintenance, operation or decommissioning of the authorised development,

and further comprising such other works or operations for the purposes of or in connection with the construction, operation and maintenance of the authorised development and which fall within the scope of the environmental impact assessment recorded in the environmental statement.

SCHEDULE 2

Article 3

REQUIREMENTS

Interpretation

1. In this Schedule, "relevant planning authority" means West Northamptonshire Council, North Northamptonshire Council and Milton Keynes City Council, as applicable, and "relevant planning authorities" is to be construed accordingly.

Commencement of the authorised development

2.—(1) The authorised development must not be commenced after the expiration of the applicable period.

(2) No part of the authorised development may commence until a written scheme setting out the phase or phases of construction of the authorised development has been submitted to the relevant planning authorities.

(3) The written scheme submitted pursuant to sub-paragraph (2) must include a timetable for the construction of the phase or phases of the authorised development and a plan identifying the phasing areas.

(4) The undertaker must notify the relevant planning authority within fourteen days of the date of final commissioning for a part or parts of the authorised development that the final commissioning of that part or parts has taken place.

Approved details and amendments to them

3.—(1) The undertaker may submit any amendments to any approved document to the relevant planning authority for approval and, following approval, the relevant approved document is to be taken to include the amendments approved under this paragraph.

(2) The relevant planning authority must not approve any amendments under sub-paragraph (1) to any approved document unless it has been demonstrated to the satisfaction of the relevant planning authority that the subject matter of the approval sought is unlikely to give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement.

(3) In this paragraph, "approved document" means any document certified under article 42 (certification of plans and documents, etc.) and any plans, details or schemes which have been approved pursuant to any requirement.

Community liaison group

4.—(1) Prior to the commencement of the authorised development the undertaker must submit to the relevant planning authorities for approval the terms of reference for a community liaison group whose aim is to facilitate liaison between representatives of people living in the vicinity of the Order limits and other relevant organisations in relation to the construction of the authorised development.

(2) The community liaison group must be established prior to commencement of the authorised development and must be administered by the undertaker and operated in accordance with the approved terms of reference.

(3) The community liaison group is to continue to meet until the date of final commissioning of the authorised development unless otherwise agreed with the relevant planning authorities.

Detailed design approval

5.—(1) No part of Work Nos. 1, 2 or 3 may commence until details of—

(a) the layout;

(b) scale;

(c) proposed finished ground levels;

(d) external appearance;

(e) hard surfacing materials; and

(f) vehicular and pedestrian access, parking and circulation areas,

relating to that part have been submitted and approved by the relevant planning authority for that part.

(2) The details submitted must accord with the concept design parameters and principles.

(3) The authorised development must be carried out in accordance with the approved details.

(4) Work No. 5 must be carried out in accordance with the concept design parameters and principles.

Battery safety management

6.—(1) Work No. 2 must not commence until a battery storage safety management plan has been submitted to and approved by the relevant planning authority.

(2) The battery storage safety management plan must be substantially in accordance with the outline battery storage safety management plan.

(3) The relevant planning authority must consult with Northamptonshire Fire and Rescue Service and the Environment Agency before determining an application for approval of the battery storage safety management plan.

(4) The battery storage safety management plan must be implemented as approved.

Landscape and ecological management plan

7.—(1) No part of the authorised development may commence until a written landscape and ecological management plan has been submitted to and approved by the relevant planning authority for that part or, where the part falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities in consultation with the relevant statutory nature conservation body.

(2) The landscape and ecological management plan must be substantially in accordance with the outline landscape and ecological management plan.

(3) The landscape and ecological management plan must be implemented as approved.

Ecological protection and mitigation strategy

8.—(1) No part of the authorised development may commence until a written ecological protection and mitigation strategy has been submitted to and approved by the relevant planning authority for that part or, where the part falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities in consultation with the relevant statutory nature conservation body.

(2) The ecological protection and mitigation strategy must be substantially in accordance with the outline ecological protection and mitigation strategy.

(3) The ecological protection and mitigation strategy must be implemented as approved.

Biodiversity net gain

9.—(1) No part of the authorised development may commence until a biodiversity net gain strategy for that part has been submitted to and approved by the relevant planning authority for that part, or where a part falls within the administrative areas of multiple planning authorities each of the relevant planning authorities, in consultation with the relevant statutory nature conservation body.

(2) The biodiversity net gain strategy must include details of how the strategy will secure a minimum of 47% biodiversity net gain in habitat units, a minimum of 10% biodiversity net gain in hedgerow units and a minimum of 10% biodiversity net gain in river units for the authorised development during the operation of the authorised development, and the metric that has been used to calculate that those percentages will be reached.

(3) The biodiversity net gain strategy must be substantially in accordance with the outline landscape and ecological management plan and must be implemented as approved.

Fencing and other means of enclosure

10.—(1) No part of the authorised development may commence until written details of all proposed temporary fences, walls or other means of enclosure, including those set out in the construction environmental management plan, for that part have been submitted to and approved by the relevant planning authority or, where the part falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities.

(2) No part of the authorised development may commence until written details of all permanent fences, walls or other means of enclosure for that part have been submitted to and approved by the relevant planning authority or, where the part falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities.

(3) The written details provided under sub-paragraph (2) must be substantially in accordance with the relevant concept design parameters and principles.

(4) Any construction site must remain securely fenced in accordance with the approved details under sub-paragraph (1) or (2) at all times during construction of the authorised development.

(5) Any temporary fencing must be removed on completion of the part of construction of the authorised development for which it was used.

(6) Any approved permanent fencing for a part of the authorised development must be completed before the date of final commissioning in respect of that part.

Surface and foul water drainage

11.—(1) No part of the authorised development may commence until written details of the surface water drainage scheme and (if any) foul water drainage system for that part have been submitted to and approved by the relevant planning authority for that part, or where a part falls within the administrative areas of multiple planning authorities each of the relevant planning authorities.

(2) The written details under sub-paragraph (1) must be substantially in accordance with the outline drainage strategy.

(3) Before approving the written details under sub-paragraph (1), the relevant planning authority must consult with the Environment Agency and Anglian Water Services Limited or its successor in function as the relevant water undertaker.

(4) Any approved scheme must be implemented as approved.

Archaeology

12.—(1) The authorised development must not be commenced until the undertaker has carried out the programme of evaluative archaeological investigation in the written scheme of investigation: archaeological trenching.

(2) No part of the authorised development may be commenced until a written scheme of investigation for archaeological mitigation for that part has been submitted to and approved by the relevant planning authority or, where the part falls within the administrative areas of multiple planning authorities, each of the relevant planning authorities.

(3) Any written scheme of investigation for archaeological mitigation submitted under sub-paragraph (2) must be substantially in accordance with the archaeological mitigation strategy and take into account the findings of any archaeological evaluations, including those carried out under sub-paragraph (1), and the final design of the authorised development.

(4) Any written scheme of investigation approved under sub-paragraph (2) must be implemented as approved.

Construction environmental management plan

13.—(1) No part of the authorised development may commence until a construction environmental management plan for that part has been submitted to and approved by the relevant planning authority or, where the part falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities.

(2) The construction environmental management plan must be substantially in accordance with the outline construction environmental management plan.

(3) Before approving the construction environmental management plan the relevant planning authority must consult with the Environment Agency.

(4) All construction works associated with the authorised development must be carried out in accordance with the approved construction environmental management plan.

Operational environmental management plan

14.—(1) Prior to the date of final commissioning for any part of the authorised development, an operational environmental management plan for that part must be submitted to and approved by the relevant planning authority or, where the part falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities.

(2) The operational environmental management plan must be substantially in accordance with the outline operational environmental management plan.

(3) Before approving the operational environmental management plan the relevant planning authority must consult with the Environment Agency.

(4) The operational environmental management plan must be implemented as approved.

Construction traffic management plan

15.—(1) No part of the authorised development may commence until a construction traffic management plan for that part has been submitted to and approved by the relevant planning authority or, where the part falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities

(2) The construction traffic management plan must be substantially in accordance with the outline construction traffic management plan.

(3) Before approving the construction traffic management plan the relevant planning authority must consult with the relevant highway authority.

(4) All construction works associated with the authorised development must be carried out in accordance with the approved construction traffic management plan.

Operational traffic management plan

16.—(1) Prior to the date of final commissioning of the authorised development, an operational traffic management plan must be submitted to and approved by the relevant planning authority or,

where the part falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities.

(2) The operational traffic management plan must be substantially in accordance with the outline operational traffic management plan.

(3) Before approving the operational traffic management plan the relevant planning authority must consult with the relevant highway authority.

(4) The operational traffic management plan must be implemented as approved.

Operational noise

17.—(1) No part of Work Nos. 1, 2 or 3 may commence until an operational noise management plan containing details of how the design of that numbered work has incorporated the operational mitigation measures set out in the outline operational environmental management plan for that part has been submitted to and approved by the relevant planning authority or, where the part falls within the administrative areas of multiple planning authorities, each of the relevant planning authorities.

(2) The operational noise management plan must be implemented as approved.

Public rights of way and permissive paths

18.—(1) No part of the authorised development may commence until a public rights of way and permissive paths management plan for that part has been submitted to and approved by the relevant planning authority or, where the part falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities.

(2) The public rights of way and permissive paths management plan must be substantially in accordance with the outline public rights of way management plan.

(3) Before approving the public rights of way and permissive paths management plan the relevant planning authority shall consult with the relevant highway authority.

(4) The public rights of way and permissive paths management plan must be implemented as approved.

(5) The permission for the public to make use of any permissive path listed within the public rights of way and permissive paths management plan ceases on the date of decommissioning for that part of the authorised development.

Soil management

19.—(1) No part of the authorised development may commence until a soil management plan for that part has been submitted to and approved by the relevant planning authority or, where the part falls within the administrative areas of multiple planning authorities, each of the relevant planning authorities.

(2) Any soil management plan submitted in accordance with this paragraph must be substantially in accordance with the outline soil management plan as relevant to the activities to which it relates.

(3) The soil management plan must be implemented as approved.

Skills, supply chain and employment

20.—(1) No part of the authorised development may commence until a skills, supply chain and employment plan in relation to that part has been submitted to and approved by the relevant planning authority for that part or, where the part falls within the administrative areas of multiple planning authorities, each of the relevant planning authorities.

(2) The skills, supply chain and employment plan must be substantially in accordance with the outline skills, supply chain and employment plan.

(3) Any plan under this paragraph must identify opportunities for individuals and businesses to access employment and supply chain opportunities associated with that part of the authorised development and the means for publicising such opportunities.

(4) The skills, supply chain and employment plan must be implemented as approved.

Decommissioning and restoration

21.—(1) The date of decommissioning for each part of the authorised development must be no later than 60 years following the date of final commissioning.

(2) Unless otherwise agreed with the relevant planning authority, no later than 12 months prior to the date the undertaker intends to decommission any part of the authorised development, the undertaker must notify the relevant planning authority of the intended date of decommissioning for that part of the authorised development.

(3) Unless otherwise agreed with the relevant planning authority, no later than ten weeks prior to the intended date of decommissioning of any part of the authorised development notified pursuant to sub-paragraph (2), the undertaker must submit to the relevant planning authority for that part a decommissioning plan for approval.

(4) Where the undertaker decides to decommission a part of the authorised development that falls within the administrative areas of multiple planning authorities, the decommissioning plan must be submitted to each relevant planning authority and the approval of all relevant planning authorities is required for the purposes of this paragraph.

(5) The decommissioning plan must be substantially in accordance with the outline decommissioning statement and must include a timetable for its implementation.

(6) No decommissioning works must be carried out until the relevant planning authority has approved the decommissioning plan submitted in relation to those works, in consultation with the Environment Agency and the relevant highway authority.

(7) The decommissioning plan must be implemented as approved.

(8) Within 28 days of any part of the authorised development permanently ceasing to generate electricity on a commercial basis, the undertaker must notify the relevant planning authority or, where the part falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities, in writing of the date of decommissioning for that part.

(9) This requirement is without prejudice to any other consents or permissions that may be required to decommission any part of the authorised development.

SCHEDULE 3

Article 6

LEGISLATION TO BE DISAPPLIED

1. The following provisions do not apply insofar as they relate to the construction of any numbered work or the carrying out of any operation required for the purpose of, or in connection with, the construction, operation, maintenance or decommissioning of the authorised development and so far as the provisions still in force are incompatible with the powers contained within this Order—

(a) An Act for making a Branch Railway from the London and Birmingham Railway to Northampton and Peterborough(**a**);

(b) London and North-western Railway, Newport Pagnell, Olney, and Wellingborough Branch, Act 1847(**b**);

(c) The Nene Valley Drainage and Navigation Improvement Act 1852(**c**) and any byelaws made thereunder;

(d) The Nene Valley Drainage and Navigation Improvement (Amendment) Act 1854(**d**);

(e) The Nene Valley Act 1862(**e**);

(f) The Newport Pagnell Railway (Extension) Act 1866(**f**);

(g) The Gas and Water Orders Confirmation Act 1879(**g**);

(h) The Wellingborough and District Tramroads Act 1889(**h**);

(i) The Gas Orders Confirmation (No. 2) Act 1890(**i**);

(j) The Wellingborough and District Tramroads Act 1890(**j**);

(k) The Mid-Northamptonshire Water Board Confirmation (Special Procedure) Act 1949(**k**);

(l) The Great Ouse Water Act 1961(**l**); and

(m) The Anglian Water Authority Act 1977(**m**).

(**a**) 1843 c. lxiv.
(**b**) 1847 c. cxxxv.
(**c**) 1852 c. cxxviii.
(**d**) 1854 c. lxxxii.
(**e**) 1862 c. clxiv.
(**f**) 1866 c. cccliv.
(**g**) 1879 c. clix.
(**h**) 1889 c. ccxii.
(**i**) 1890 c. xcix.
(**j**) 1890 c. ccxiv.
(**k**) 1948 c. ix.
(**l**) 1961 c. xlii.
(**m**) 1977 c. i.

SCHEDULE 4

Article 8

STREETS SUBJECT TO STREET WORKS

(1) *Area*	*(2)* *Street*	*(3)* *Extent of the street works*
District of West Northamptonshire	Broughton Road	Between reference points 1a and 1e and shaded purple on sheet 1 of the streets plan
District of West Northamptonshire	Private track from Broughton Road	Between reference points 1b and 2a and shaded purple and outlined in yellow on sheets 1 and 2 of the streets plan
District of West Northamptonshire	Newland Road Walgrave	Between reference points 1c and 1f and shaded purple on sheet 1 of the streets plan
District of West Northamptonshire	Broughton Road	Between reference points 1d and 1e and shaded purple on sheet 1 of the streets plan
District of West Northamptonshire	Broughton Road	Between reference points 1e and 1f and shaded purple on sheet 1 of the streets plan
District of West Northamptonshire	Broughton Road	Between reference points 1g and 1h and shaded purple on sheet 1 of the streets plan
District of West Northamptonshire	Private track from Broughton Road	Between reference points 1h and 1m and shaded purple and outlined in yellow on sheet 1 of the streets plan
District of West Northamptonshire	Newland Road Walgrave	Between reference points 1i and 1j and shaded purple on sheet 1 of the streets plan
District of West Northamptonshire	Private track from Newland Road	Between reference points 1k and 1l and shaded purple and outlined in yellow on sheet 1 of the streets plan
District of West Northamptonshire	Newland Road Walgrave	Between reference points 1n and 1o and shaded purple on sheet 1 of the streets plan
District of West Northamptonshire	Kettering Road Walgrave	Between reference points 2b and 3b and shaded purple on sheets 2 and 3 of the streets plan
District of West Northamptonshire	Private track from Kettering Road	Between reference points 2c and 3a and shaded purple and outlined in yellow on sheets 2 and 3 of the streets plan
District of West Northamptonshire	Red House Lane Hannington	Between reference points 3c and 3e and shaded purple on sheet 3 of the streets plan
District of West Northamptonshire	Private track from Kettering Road	Between reference points 3f and 3g and shaded purple and outlined in yellow on sheet 3

		of the streets plan
District of West Northamptonshire	Private track	Between reference points 3h and 3i and shaded purple and outlined in yellow on sheet 3 of the streets plan
District of North Northamptonshire	Private track	Between reference points 3j and 3k and shaded purple and outlined in yellow on sheet 3 of the streets plan
District of North Northamptonshire	Kettering Road (A43)	Between reference points 4a and 5a and shaded purple on sheets 4 and 5 of the streets plan
District of North Northamptonshire	Private track from Kettering Road (A43) to rifle range	Between reference points 4b and 4d and shaded purple and outlined in yellow on sheet 4 of the streets plan
District of North Northamptonshire	Private track from Kettering Road (A43)	Between reference points 4c and 4e and shaded purple and outlined in yellow on sheet 4 of the streets plan
District of West Northamptonshire	Private track from Sywell Road	Between reference points 5b and 6b and shaded purple and outlined in yellow on sheets 5 and 6 of the streets plan
District of West Northamptonshire	Kettering Road (A43)	Between reference points 5c and 5d and shaded purple on sheet 5 of the streets plan
District of West Northamptonshire	Sywell Road Holcot	Between reference points 6a and 6c and shaded purple on sheet 6 of the streets plan
District of West Northamptonshire	Private track from Sywell Road to Tithe Farm	Between reference points 6b and 6i and shaded purple and outlined in yellow on sheet 6 of the streets plan
District of West Northamptonshire	Private track, Tithe Farm	Between reference points 6d and 6e and shaded purple and outlined in yellow on sheet 6 of the streets plan
District of West Northamptonshire	Private track from Sywell Road to Tithe Farm	Between reference points 6f and 6j and shaded purple and outlined in yellow on sheet 6 of the streets plan
District of West Northamptonshire	Private track from Moulton Road to Tithe Farm	Between reference points 6g and 6k and shaded purple and outlined in yellow on sheet 6 of the streets plan
District of West Northamptonshire	Private track from Moulton Road to Tithe Farm	Between reference points 6k and 6h and shaded purple and outlined in yellow on sheet 6 of the streets plan
District of North Northamptonshire	Private track from Sywell Road to solar farm	Between reference points 7a and 7d and shaded purple and outlined in yellow on sheet 7 of the streets plan

District of North Northamptonshire	Private track west of solar farm	Between reference points 7b and 7c and shaded purple and outlined in yellow on sheet 7 of the streets plan
District of North Northamptonshire	Wellingborough Road	Between reference points 7e and 7g and shaded purple on sheet 7 of the streets plan
District of North Northamptonshire	Moonshine Gap	Between reference points 7f and 7g and shaded purple on sheet 7 of the streets plan
District of North Northamptonshire	Highfield Road	Between reference points 7g and 8a and shaded purple on sheets 7 and 8 of the streets plan
District of North Northamptonshire	Private track from Wilby Road to The Grange	Between reference points 8b and 8c and shaded purple and outlined in yellow on sheet 8 of the streets plan
District of North Northamptonshire	Wilby Road	Between reference points 8d and 8e and shaded purple on sheet 8 of the streets plan
District of North Northamptonshire	Mears Ashby Road	Between reference points 8e and 8j and shaded purple on sheet 8 of the streets plan
District of North Northamptonshire	Private track south of Mears Ashby Road	Between reference points 8f and 8g and shaded purple and outlined in yellow on sheet 8 of the streets plan
District of North Northamptonshire	Private track north of Mears Ashby Road	Between reference points 8h and 8i and shaded purple and outlined in yellow on sheet 8 of the streets plan
District of North Northamptonshire	Private track from Wellingborough Road to field barn	Between reference points 8k and 10a and shaded purple and outlined in yellow on sheets 8 and 10 of the streets plan
District of North Northamptonshire	Private track from Wellingborough Road	Between reference points 8l and 9b and shaded purple and outlined in yellow on sheets 8 and 9 of the streets plan
District of North Northamptonshire	Mears Ashby Road	Between reference points 8m and 9h and shaded purple on sheets 8 and 9 of the streets plan
District of North Northamptonshire	Private track from Ward's Barn	Between reference points 9a and 9c and shaded purple and outlined in yellow on sheet 9 of the streets plan
District of North Northamptonshire	Private track from Mears Ashby Road to Ward's Barn	Between reference points 9d and 9e and shaded purple and outlined in yellow on sheet 9 of the streets plan
District of North Northamptonshire	Private track south of Ward's Barn	Between reference points 9f and 9g and shaded purple and outlined in yellow on sheet 9

		of the streets plan
District of North Northamptonshire	Main Road (A4500)	Between reference points 10b and 10c and shaded purple on sheet 10 of the streets plan
District of North Northamptonshire	Main Road (A4500)	Between reference points 10c and 10f and shaded purple on sheet 10 of the streets plan
District of North Northamptonshire	Main Road (A4500)	Between reference points 10c and 10e and shaded purple on sheet 10 of the streets plan
District of North Northamptonshire	Main Road (A4500)	Between reference points 10e and 10g and shaded purple on sheet 10 of the streets plan
District of North Northamptonshire	Private track near Doddington Barn	Between reference points 10h and 10i and shaded purple and outlined in yellow on sheet 10 of the streets plan
District of North Northamptonshire	Doddington Road, Earls Barton (B573)	Between reference points 11a and 11b and shaded purple on sheet 11 of the streets plan
District of North Northamptonshire	Nene Valley Way (A45)	Between reference points 11c and 11d and shaded purple on sheet 11 of the streets plan
District of North Northamptonshire	Private track, Mill Lane	Between reference points 11g and 11i and shaded purple and outlined in yellow on sheet 11 of the streets plan
District of North Northamptonshire	Private track, Mill Lane	Between reference points 11h and 11n and shaded purple and outlined in yellow on sheet 11 of the streets plan
District of North Northamptonshire	Dowthorpe Hill	Between reference points 11k and 11l and shaded purple on sheet 11 of the streets plan
District of North Northamptonshire	Private track from Mill Lane to Glebe Farm	Between reference points 11m and 11n and shaded purple and outlined in yellow on sheet 11 of the streets plan
District of North Northamptonshire	Private track, Mill Lane	Between reference points 11n and 11j and shaded purple and outlined in yellow on sheet 11 of the streets plan
District of North Northamptonshire	Private track from Station Road, north of A45	Between reference points 12a and 12b and shaded purple and outlined in yellow on sheet 12 of the streets plan
District of North Northamptonshire	Station Road	Between reference points 12c and 12d and shaded purple on sheet 12 of the streets plan
District of North Northamptonshire	Nene Valley Way (A45)	Between reference points 12e and 12f and shaded purple on sheet 12 of the streets plan
District of North Northamptonshire	Nene Valley Way (A45)	Between reference points 12g and 12h and shaded purple on sheet 12 of the streets plan

District of North Northamptonshire	Grendon Road	Between reference points 12i and 12n and shaded purple on sheet 12 of the streets plan
District of North Northamptonshire	Private track from Grendon Road to Earls Barton Spinney Quarry	Between reference points 12j and 12k and shaded purple and outlined in yellow on sheet 12 of the streets plan
District of North Northamptonshire	Nene Valley Way (A45)	Between reference points 12l and 12m and shaded purple on sheet 12 of the streets plan
District of North Northamptonshire	Station Road	Between reference points 12n and 13e and shaded purple on sheets 12 and 13 of the streets plan
District of North Northamptonshire	Nene Valley Way (A45)	Between reference points 12o and 12n and shaded purple on sheet 12 of the streets plan
District of North Northamptonshire	Private tracks at substation	Between reference points 12p, 12q, 12r, 12s, 12t and 13c and shaded purple and outlined in yellow on sheets 12 and 13 of the streets plan
District of North Northamptonshire	Whiston Road	Between reference points 12u and 12v and shaded purple on sheet 12 of the streets plan
District of North Northamptonshire	Private track from Station Road to Pastures Farm	Between reference points 12w and 13a and shaded purple and outlined in yellow on sheets 12 and 13 of the streets plan
District of North Northamptonshire	Private track from Station Road to quarry	Between reference points 12x and 12y and shaded purple and outlined in yellow on sheet 12 of the streets plan
District of North Northamptonshire	Private track from Station Road to substation	Between reference points 13b and 13d and shaded purple and outlined in yellow on sheet 13 of the streets plan
District of North Northamptonshire	Private track from Yardley Road	Between reference points 14a and 14b and shaded purple and outlined in yellow on sheet 14 of the streets plan
District of West Northamptonshire	Grendon Road	Between reference points 14b and 14d and shaded purple on sheet 14 of the streets plan
District of North Northamptonshire	Yardley Road	Between reference points 14b and 14c and shaded purple on sheet 14 of the streets plan
District of North Northamptonshire	Easton Way	Between reference points 14e and 14i and shaded purple on sheet 14 of the streets plan
District of North Northamptonshire	Private track from Easton Way	Between reference points 14f and 15i and shaded purple and outlined in yellow on sheets 14 and 15 of the streets plan
District of North	Private track from Easton Way	Between reference points 14g

Northamptonshire		and 14h and shaded purple and outlined in yellow on sheet 14 of the streets plan
District of North Northamptonshire	Yardley Road	Between reference points 14i and 14k and shaded purple on sheet 14 of the streets plan
District of North Northamptonshire	Grendon Road	Between reference points 14i and 14j and shaded purple on sheet 14 of the streets plan
District of North Northamptonshire	Private track west of Easton Maudit	Between reference points 14l and 14m and shaded purple and outlined in yellow on sheet 14 of the streets plan
District of North Northamptonshire	London Road (A509)	Between reference points 15a and 15b and shaded purple on sheet 15 of the streets plan
District of North Northamptonshire	Private track from London Road (A509)	Between reference points 15c and 15d and shaded purple and outlined in yellow on sheet 15 of the streets plan
District of North Northamptonshire	Wollaston Road	Between reference points 15e and 15f and shaded purple on sheet 15 of the streets plan
District of North Northamptonshire	Private track south of disused quarry	Between reference points 15g and 15h and shaded purple and outlined in yellow on sheet 15 of the streets plan
District of North Northamptonshire	Easton Lane	Between reference points 15j and 16a and shaded purple on sheets 15 and 16 of the streets plan
District of North Northamptonshire	Private track from Easton Lane to Low Farm	Between reference points 15k and 16b and shaded purple and outlined in yellow on sheets 15 and 16 of the streets plan
District of North Northamptonshire	London Road (A509)	Between reference points 16c and 16d and shaded purple on sheet 16 of the streets plan
District of North Northamptonshire	Private track from Oakfield to Horn Wood	Between reference points 16e and 16f and shaded purple and outlined in yellow on sheet 16 of the streets plan
District of North Northamptonshire	Private track around perimeter of Horn Wood	Between reference points 16f and 16h and shaded purple and outlined in yellow on sheet 16 of the streets plan
District of North Northamptonshire	Private track along northwest of Horn Wood	Between reference points 16f and 16g and shaded purple and outlined in yellow on sheet 16 of the streets plan
District of North Northamptonshire	Private track from London Road (A509) to Horn Wood	Between reference points 16i and 16l and shaded purple and outlined in yellow on sheet 16 of the streets plan
District of North	Private track to Low Farm	Between reference points 16j

Northamptonshire		and 16m and shaded purple and outlined in yellow on sheet 16 of the streets plan
District of North Northamptonshire	Private track west of London Road (A509)	Between reference points 16j and 16k and shaded purple and outlined in yellow on sheet 16 of the streets plan
District of North Northamptonshire	Private track around perimeter of Horn Wood	Between reference points 16n and 16o and shaded purple and outlined in yellow on sheet 16 of the streets plan
District of North Northamptonshire	Private track west of Easton Lodge Farm	Between reference points 17a and 17b and shaded purple and outlined in yellow on sheet 17 of the streets plan
Borough of Milton Keynes	London Road (A509)	Between reference points 17c and 18a and shaded purple on sheets 17 and 18 of the streets plan
Borough of Milton Keynes	Private track from Northampton Road (A428) to Northey Farm	Between reference points 17d and 18g and shaded purple and outlined in yellow on sheets 17 and 18 of the streets plan
Borough of Milton Keynes	Private track from Northey Farm	Between reference points 17e and 18b and shaded purple and outlined in yellow on sheets 17 and 18 of the streets plan
Borough of Milton Keynes	Private track west along western edge of Threeshire Wood	Between reference points 17f and 18e and shaded purple and outlined in yellow on sheets 17 and 18 of the streets plan
Borough of Milton Keynes	Private track west along southern edge of Threeshire Wood	Between reference points 18c and 18d and shaded purple and outlined in yellow on sheet 18 of the streets plan
Borough of Milton Keynes	Northampton Road (A428)	Between reference points 18f and 18h and shaded purple on sheet 18 of the streets plan

SCHEDULE 5

Article 10 and Article 11

ALTERATION OF STREETS

PART 1

PERMANENT ALTERATION OF LAYOUT

(1) *Area*	*(2)* *Street*	*(3)* *Description of alteration*
District of West Northamptonshire	Broughton Road	Permanent alteration of layout between reference points 1a and 1e and shaded purple on sheet 1 of the streets plan
District of West Northamptonshire	Private track from Broughton Road	Permanent alteration of layout between reference points 1b and 2a and shaded purple and outlined in yellow on sheets 1 and 2 of the streets plan
District of West Northamptonshire	Newland Road Walgrave	Permanent alteration of layout between reference points 1c and 1f and shaded purple on sheet 1 of the streets plan
District of West Northamptonshire	Broughton Road	Permanent alteration of layout between reference points 1d and 1e and shaded purple on sheet 1 of the streets plan
District of West Northamptonshire	Broughton Road	Permanent alteration of layout between reference points 1e and 1f and shaded purple on sheet 1 of the streets plan
District of West Northamptonshire	Broughton Road	Permanent alteration of layout between reference points 1g and 1h and shaded purple on sheet 1 of the streets plan
District of West Northamptonshire	Private track from Broughton Road	Permanent alteration of layout between reference points 1h and 1m and shaded purple and outlined in yellow on sheet 1 of the streets plan
District of West Northamptonshire	Newland Road Walgrave	Permanent alteration of layout between reference points 1i and 1j and shaded purple on sheet 1 of the streets plan
District of West Northamptonshire	Private track from Newland Road	Permanent alteration of layout between reference points 1k and 1l and shaded purple and outlined in yellow on sheet 1 of the streets plan
District of West Northamptonshire	Newland Road Walgrave	Permanent alteration of layout between reference points 1n and 1o and shaded purple on

		sheet 1 of the streets plan
District of West Northamptonshire	Kettering Road Walgrave	Permanent alteration of layout between reference points 2b and 3b and shaded purple on sheets 2 and 3 of the streets plan
District of West Northamptonshire	Private track from Kettering Road	Permanent alteration of layout between reference points 2c and 3a and shaded purple and outlined in yellow on sheets 2 and 3 of the streets plan
District of West Northamptonshire	Private track	Permanent alteration of layout between reference points 3h and 3i and shaded purple and outlined in yellow on sheet 3 of the streets plan
District of West Northamptonshire	Private track	Permanent alteration of layout between reference points 3j and 3k and shaded purple and outlined in yellow on sheet 3 of the streets plan
District of West Northamptonshire	Sywell Road Holcot	Permanent alteration of layout between reference points 6a and 6c and shaded purple on sheet 6 of the streets plan
District of West Northamptonshire	Private track from Sywell Road to Tithe Farm	Permanent alteration of layout between reference points 6b and 6i and shaded purple and outlined in yellow on sheet 6 of the streets plan
District of West Northamptonshire	Private track, Tithe Farm	Permanent alteration of layout between reference points 6d and 6e and shaded purple and outlined in yellow on sheet 6 of the streets plan
District of West Northamptonshire	Private track from Sywell Road to Tithe Farm	Permanent alteration of layout between reference points 6f and 6j and shaded purple and outlined in yellow on sheet 6 of the streets plan
District of West Northamptonshire	Private track from Moulton Road to Tithe Farm	Permanent alteration of layout between reference points 6k and 6h and shaded purple and outlined in yellow on sheet 6 of the streets plan
District of North Northamptonshire	Private track from Sywell Road to solar farm	Permanent alteration of layout between reference points 7a and 7d and shaded purple and outlined in yellow on sheet 7 of the streets plan
District of North Northamptonshire	Private track west of solar farm	Permanent alteration of layout between reference points 7b and 7c and shaded purple and outlined in yellow on sheet 7 of the streets plan
District of North	Wellingborough Road	Permanent alteration of layout

Northamptonshire		between reference points 7e and 7g and shaded purple on sheet 7 of the streets plan
District of North Northamptonshire	Moonshine Gap	Permanent alteration of layout between reference points 7f and 7g and shaded purple on sheet 7 of the streets plan
District of North Northamptonshire	Highfield Road	Permanent alteration of layout between reference points 7g and 8a and shaded purple on sheets 7 and 8 of the streets plan
District of North Northamptonshire	Private track from Wilby Road to The Grange	Permanent alteration of layout between reference points 8b and 8c and shaded purple and outlined in yellow on sheet 8 of the streets plan
District of North Northamptonshire	Wilby Road	Permanent alteration of layout between reference points 8d and 8e and shaded purple on sheet 8 of the streets plan
District of North Northamptonshire	Private track from Wellingborough Road to field barn	Permanent alteration of layout between reference points 8k and 10a and shaded purple and outlined in yellow on sheets 8 and 10 of the streets plan
District of North Northamptonshire	Private track from Wellingborough Road	Permanent alteration of layout between reference points 8l and 9b and shaded purple and outlined in yellow on sheets 8 and 9 of the streets plan
District of North Northamptonshire	Mears Ashby Road	Permanent alteration of layout between reference points 8m and 9h and shaded purple on sheets 8 and 9 of the streets plan
District of North Northamptonshire	Private track from Ward's Barn	Permanent alteration of layout between reference points 9a and 9c and shaded purple and outlined in yellow on sheet 9 of the streets plan
District of North Northamptonshire	Private track from Mears Ashby Road to Ward's Barn	Permanent alteration of layout between reference points 9d and 9e and shaded purple and outlined in yellow on sheet 9 of the streets plan
District of North Northamptonshire	Private track south of Ward's Barn	Permanent alteration of layout between reference points 9f and 9g and shaded purple and outlined in yellow on sheet 9 of the streets plan
District of North Northamptonshire	Private tracks at substation	Permanent alteration of layout between reference points 12p, 12q, 12r, 12s, 12t and 13c and shaded purple and outlined in yellow on sheets 12 and 13 of

		the streets plan
District of North Northamptonshire	Whiston Road	Permanent alteration of layout between reference points 12u and 12v and shaded purple on sheet 12 of the streets plan
District of North Northamptonshire	Private track from Station Road to Pastures Farm	Permanent alteration of layout between reference points 12w and 13a and shaded purple and outlined in yellow on sheets 12 and 13 of the streets plan
District of North Northamptonshire	Private track from Station Road to substation	Permanent alteration of layout between reference points 13b and 13d and shaded purple and outlined in yellow on sheet 13 of the streets plan
District of North Northamptonshire	Easton Way	Permanent alteration of layout between reference points 14e and 14i and shaded purple on sheet 14 of the streets plan
District of North Northamptonshire	Private track from Easton Way	Permanent alteration of layout between reference points 14f and 15i and shaded purple and outlined in yellow on sheet 14 of the streets plan
District of North Northamptonshire	Private track from Easton Way	Permanent alteration of layout between reference points 14g and 14h and shaded purple and outlined in yellow on sheet 14 of the streets plan
District of North Northamptonshire	Grendon Road	Permanent alteration of layout between reference points 14i and 14j and shaded purple on sheet 14 of the streets plan
District of North Northamptonshire	Private track west of Easton Maudit	Permanent alteration of layout between reference points 14l and 14m and shaded purple and outlined in yellow on sheet 14 of the streets plan
District of North Northamptonshire	London Road (A509)	Permanent alteration of layout between reference points 15a and 15b and shaded purple on sheet 15 of the streets plan
District of North Northamptonshire	Private track from London Road (A509)	Permanent alteration of layout between reference points 15c and 15d and shaded purple and outlined in yellow on sheet 15 of the streets plan
District of North Northamptonshire	Private track south of disused quarry	Permanent alteration of layout between reference points 15g and 15h and shaded purple and outlined in yellow on sheet 15 of the streets plan
District of North Northamptonshire	Easton Lane	Permanent alteration of layout between reference points 15j and 16a and shaded purple on sheets 15 and 16 of the streets

		plan
District of North Northamptonshire	Private track from Easton Lane to Low Farm	Permanent alteration of layout between reference points 15k and 16b and shaded purple and outlined in yellow on sheets 15 and 16 of the streets plan
District of North Northamptonshire	Private track from Oakfield to Horn Wood	Permanent alteration of layout between reference points 16e and 16f and shaded purple and outlined in yellow on sheet 16 of the streets plan
District of North Northamptonshire	Private track around perimeter of Horn Wood	Permanent alteration of layout between reference points 16f and 16h and shaded purple and outlined in yellow on sheet 16 of the streets plan
District of North Northamptonshire	Private track along northwest of Horn Wood	Permanent alteration of layout between reference points 16f and 16g and shaded purple and outlined in yellow on sheet 16 of the streets plan
District of North Northamptonshire	Private track from London Road (A509) to Horn Wood	Permanent alteration of layout between reference points 16i and 16l and shaded purple and outlined in yellow on sheet 16 of the streets plan
District of North Northamptonshire	Private track to Low Farm	Permanent alteration of layout between reference points 16j and 16m and shaded purple and outlined in yellow on sheet 16 of the streets plan
District of North Northamptonshire	Private track around perimeter of Horn Wood	Permanent alteration of layout between reference points 16n and 16o and shaded purple and outlined in yellow on sheet 16 of the streets plan
District of North Northamptonshire	Private track west of London Road (A509)	Permanent alteration of layout between reference points 16j and 16k and shaded purple and outlined in yellow on sheet 16 of the streets plan
Borough of Milton Keynes	Private track from Northampton Road (A428) to Northey Farm	Permanent alteration of layout between reference points 17d and 18g and shaded purple and outlined in yellow on sheets 17 and 18 of the streets plan
Borough of Milton Keynes	Private track from Northey Farm	Permanent alteration of layout between reference points 17e and 18b and shaded purple and outlined in yellow on sheets 17 and 18 of the streets plan
Borough of Milton Keynes	Private track west along western edge of Threeshire Wood	Permanent alteration of layout between reference points 17f and 18e and shaded purple and outlined in yellow on sheets 17 and 18 of the streets plan

Borough of Milton Keynes	Private track west along southern edge of Threeshire Wood	Permanent alteration of layout between reference points 18c and 18d and shaded purple and outlined in yellow on sheet 18 of the streets plan
Borough of Milton Keynes	Northampton Road (A428)	Permanent alteration of layout between reference points 18f and 18h and shaded purple on sheet 18 of the streets plan

PART 2

TEMPORARY ALTERATION OF LAYOUT

(1) *Area*	*(2)* *Street*	*(3)* *Description of alteration*
District of West Northamptonshire	Red House Lane Hannington	Temporary alteration of layout between reference points 3c and 3e and shaded purple on sheet 3 of the streets plan
District of West Northamptonshire	Private track from Kettering Road	Temporary alteration of layout between reference points 3f and 3g and shaded purple and outlined in yellow on sheet 3 of the streets plan
District of North Northamptonshire	Kettering Road (A43)	Temporary alteration of layout between reference points 4a and 5a and shaded purple on sheets 4 and 5 of the streets plan
District of North Northamptonshire	Private track from Kettering Road (A43) to rifle range	Temporary alteration of layout between reference points 4b and 4d and shaded purple and outlined in yellow on sheet 4 of the streets plan
District of North Northamptonshire	Private track from Kettering Road (A43)	Temporary alteration of layout between reference points 4c and 4e and shaded purple and outlined in yellow on sheet 4 of the streets plan
District of West Northamptonshire	Private track from Sywell Road	Temporary alteration of layout between reference points 5b and 6b and shaded purple and outlined in yellow on sheet 5 of the streets plan
District of North Northamptonshire	Mears Ashby Road	Temporary alteration of layout between reference points 8e and 8j and shaded purple on sheet 8 of the streets plan
District of North Northamptonshire	Private track south of Mears Ashby Road	Temporary alteration of layout between reference points 8f and 8g and shaded purple and outlined in yellow on sheet 8 of the streets plan
District of North	Private track north of Mears	Temporary alteration of layout

Northamptonshire	Ashby Road	between reference points 8h and 8i and shaded purple and outlined in yellow on sheet 8 of the streets plan
District of North Northamptonshire	Main Road (A4500)	Temporary alteration of layout between reference points 10b and 10c and shaded purple on sheet 10 of the streets plan
District of North Northamptonshire	Private track near Doddington Barn	Temporary alteration of layout between reference points 10h and 10i and shaded purple and outlined in yellow on sheet 10 of the streets plan
District of North Northamptonshire	Doddington Road, Earls Barton (B573)	Temporary alteration of layout between reference points 11a and 11b and shaded purple on sheet 11 of the streets plan
District of North Northamptonshire	Nene Valley Way (A45)	Temporary alteration of layout between reference points 11c and 11d and shaded purple on sheet 11 of the streets plan
District of North Northamptonshire	Private track, Mill Lane	Temporary alteration of layout between reference points 11g and 11i and shaded purple and outlined in yellow on sheet 11 of the streets plan
District of North Northamptonshire	Private track, Mill Lane	Temporary alteration of layout between reference points 11h and 11n and shaded purple and outlined in yellow on sheet 11 of the streets plan
District of North Northamptonshire	Dowthorpe Hill	Temporary alteration of layout between reference points 11k and 11l and shaded purple on sheet 11 of the streets plan
District of North Northamptonshire	Private track from Mill Lane to Glebe Farm	Temporary alteration of layout between reference points 11m and 11n and shaded purple and outlined in yellow on sheet 11 of the streets plan
District of North Northamptonshire	Private track, Mill Lane	Temporary alteration of layout between reference points 11n and 11j and shaded purple and outlined in yellow on sheet 11 of the streets plan
District of North Northamptonshire	Private track from Station Road, north of A45	Temporary alteration of layout between reference points 12a and 12b and shaded purple and outlined in yellow on sheet 12 of the streets plan
District of North Northamptonshire	Station Road	Temporary alteration of layout between reference points 12c and 12d and shaded purple on sheet 12 of the streets plan
District of North Northamptonshire	Grendon Road	Temporary alteration of layout between reference points 12i

		and 12n and shaded purple on sheet 12 of the streets plan
District of North Northamptonshire	Private track from Grendon Road to Earls Barton Spinney Quarry	Temporary alteration of layout between reference points 12j and 12k and shaded purple and outlined in yellow on sheet 12 of the streets plan
District of North Northamptonshire	Nene Valley Way (A45)	Temporary alteration of layout between reference points 12l and 12m and shaded purple on sheet 12 of the streets plan
District of North Northamptonshire	Station Road	Temporary alteration of layout between reference points 12n and 13e and shaded purple on sheets 12 and 13 of the streets plan
District of North Northamptonshire	Nene Valley Way (A45)	Temporary alteration of layout between reference points 12o and 12n and shaded purple on sheet 12 of the streets plan
District of North Northamptonshire	Private track from Station Road to quarry	Temporary alteration of layout between reference points 12x and 12y and shaded purple and outlined in yellow on sheet 12 of the streets plan
District of North Northamptonshire	Private track from Yardley Road	Temporary alteration of layout between reference points 14a and 14b and shaded purple and outlined in yellow on sheet 14 of the streets plan
District of West Northamptonshire	Grendon Road	Temporary alteration of layout between reference points 14b and 14d and shaded purple on sheet 14 of the streets plan
District of North Northamptonshire	Yardley Road	Temporary alteration of layout between reference points 14b and 14c and shaded purple on sheet 14 of the streets plan
District of North Northamptonshire	Yardley Road	Temporary alteration of layout between reference points 14i and 14k and shaded purple on sheet 14 of the streets plan
District of North Northamptonshire	London Road (A509)	Temporary alteration of layout between reference points 16c and 16d and shaded purple on sheet 16 of the streets plan
District of North Northamptonshire	Private track west of Easton Lodge Farm	Temporary alteration of layout between reference points 17a and 17b and shaded purple and outlined in yellow on sheet 17 of the streets plan
Borough of Milton Keynes	London Road (A509)	Temporary alteration of layout between reference points 17c and 18a and shaded purple on sheet 17 of the streets plan

SCHEDULE 6

Article 12

STREETS AND PUBLIC RIGHTS OF WAY

PART 1

STREETS TO BE TEMPORARILY CLOSED

(1) *Area*	*(2)* *Street*	*(3)* *Measure*
District of West Northamptonshire	Approximately 476m of Broughton Road as shown between points 1a and 1e and shaded green on sheet 1 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Northamptonshire	Approximately 1079m of Private track from Broughton Road as shown between points 1b and 2a and shaded green and outlined in yellow on sheets 1 and 2 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Northamptonshire	Approximately 35m of Newland Road Walgrave as shown between points 1c and 1f and shaded green on sheet 1 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Northamptonshire	Approximately 94m of Broughton Road as shown between points 1d and 1e and shaded green on sheet 1 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Northamptonshire	Approximately 37m of Broughton Road as shown between points 1e and 1f and shaded green on sheet 1 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Northamptonshire	Approximately 902m of Broughton Road as shown between points 1g and 1h and shaded green on sheet 1 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Northamptonshire	Approximately 202m of Private track from Broughton Road as shown between points 1h and 1m and shaded green and outlined in yellow on sheet 1 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Northamptonshire	Approximately 545m of Newland Road Walgrave as shown between points 1i and 1j and shaded green on sheet 1 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker

District of West Northamptonshire	Approximately 1046m of Private track from Newland Road as shown between points 1k and 1l and shaded green and outlined in yellow on sheet 1 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Northamptonshire	Approximately 9m of Newland Road Walgrave as shown between points 1n and 1o and shaded purple on sheet 1 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Northamptonshire	Approximately 1596m of Kettering Road Walgrave as shown between points 2b and 3b and shaded green on sheets 2 and 3 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Northamptonshire	Approximately 454m of Private track from Kettering Road as shown between points 2c and 3a and shaded green and outlined in yellow on sheets 2 and 3 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Northamptonshire	Approximately 747m of Red House Lane Hannington as shown between points 3c and 3e and shaded green on sheet 3 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Northamptonshire	Approximately 177m of Private track from Kettering Road as shown between points 3f and 3g and shaded green and outlined in yellow on sheet 3 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Northamptonshire	Approximately 63m of Private track as shown between points 3h and 3i and shaded green and outlined in yellow on sheet 3 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Northamptonshire	Approximately 34m of Private track as shown between points 3j and 3k and shaded green and outlined in yellow on sheet 3 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 661m of Kettering Road (A43) as shown between points 4a and 5a and shaded green on sheets 4 and 5 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 128m of Private track from Kettering Road (A43) to rifle range as shown between points 4b and 4d and shaded green and outlined in yellow on sheet 4 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker

District of North Northamptonshire	Approximately 143m of Private track from Kettering Road (A43) as shown between points 4c and 4e and shaded green and outlined in yellow on sheet 4 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Northamptonshire	Approximately 762m of Private track from Sywell Road as shown between points 5b and 6b and shaded green and outlined in yellow on sheets 5 and 6 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Northamptonshire	Approximately 503m of Sywell Road Holcot as shown between points 6a and 6c and shaded green on sheet 6 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Northamptonshire	Approximately 417m of Private track from Sywell Road to Tithe Farm as shown between points 6b and 6i and shaded green and outlined in yellow on sheet 6 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Northamptonshire	Approximately 79m of Private track, Tithe Farm as shown between points 6d and 6e and shaded green and outlined in yellow on sheet 6 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Northamptonshire	Approximately 395m of Private track from Sywell Road to Tithe Farm as shown between points 6f and 6j and shaded green and outlined in yellow on sheet 6 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Northamptonshire	Approximately 253m of Private track from Moulton Road to Tithe Farm as shown between points 6k and 6h and shaded green and outlined in yellow on sheet 6 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 931m of Private track from Sywell Road to solar farm as shown between points 7a and 7d and shaded green and outlined in yellow on sheet 7 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 259m of Private track west of solar farm as shown between points 7b and 7c and shaded green	Temporarily closed to all traffic save for traffic under the direction of the undertaker

	and outlined in yellow on sheet 7 of the streets plan	
District of North Northamptonshire	Approximately 1551m of Wellingborough Road as shown between points 7e and 7g and shaded green on sheet 7 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 246m of Moonshine Gap as shown between points 7f and 7g and shaded green on sheet 7 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 1685m of Highfield Road as shown between points 7g and 8a and shaded green on sheets 7 and 8 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 1317m of Private track from Wilby Road to The Grange as shown between points 8b and 8c and shaded green and outlined in yellow on sheet 8 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 1020m of Wilby Road as shown between points 8d and 8e and shaded green on sheet 8 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 631m of Mears Ashby Road as shown between points 8e and 8j and shaded green on sheet 8 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 6m of Private track south of Mears Ashby Road as shown between points 8f and 8g and shaded green and outlined in yellow on sheet 8 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 9m of Private track north of Mears Ashby Road as shown between points 8h and 8i and shaded green and outlined in yellow on sheet 8 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 1328m of Private track from Wellingborough Road to field barn as shown between points 8k and 10a and shaded green and outlined in yellow on sheets 8 and 10 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 1238m of Private track from	Temporarily closed to all traffic save for traffic under

	Wellingborough Road as shown between points 8l and 9b and shaded green and outlined in yellow on sheets 8 and 9 of the streets plan	the direction of the undertaker
District of North Northamptonshire	Approximately 902m of Mears Ashby Road as shown between points 8m and 9h and shaded green on sheets 8 and 9 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 322m of Private track from Ward's Barn as shown between points 9a and 9c and shaded green and outlined in yellow on sheet 9 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 221m of Private track from Mears Ashby Road to Ward's Barn as shown between points 9d and 9e and shaded green and outlined in yellow on sheet 9 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 487m of Private track south of Ward's Barn as shown between points 9f and 9g and shaded green and outlined in yellow on sheet 9 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 169m of Main Road (A4500) as shown between points 10b and 10c and shaded green on sheet 10 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 50m of Private track near Doddington Barn as shown between points 10h and 10i and shaded green and outlined in yellow on sheet 10 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 944m of Doddington Road, Earls Barton (B573) as shown between points 11a and 11b and shaded green on sheet 11 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 24m of Nene Valley Way (A45) as shown between points 11c and 11d and shaded green on sheet 11 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 20m of Private track, Mill Lane as shown between points 11g and 11i and shaded green and outlined in yellow on sheet 11 of the	Temporarily closed to all traffic save for traffic under the direction of the undertaker

	streets plan	
District of North Northamptonshire	Approximately 2m of Private track, Mill Lane as shown between points 11j and 11n and shaded green and outlined in yellow on sheet 11 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 571m of Private track, Mill Lane as shown between points 11h and 11n and shaded green and outlined in yellow on sheet 11 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 9m of Dowthorpe Hill as shown between points 11k and 11l and shaded green on sheet 11 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 600m of Private track from Mill Lane to Glebe Farm as shown between points 11m and 11n and shaded green and outlined in yellow on sheet 11 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 194m of Private track from Station Road, north of A45 as shown between points 12a and 12b and shaded green and outlined in yellow on sheet 12 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 47m of Station Road as shown between points 12c and 12d and shaded green on sheet 12 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 341m of Grendon Road as shown between points 12i and 12n and shaded green on sheet 12 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 17m of Private track from Grendon Road to Earls Barton Spinney Quarry as shown between points 12j and 12k and shaded green and outlined in yellow on sheet 12 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 19m of Nene Valley Way (A45) as shown between points 12l and 12m and shaded green on sheet 12 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 3139m of Station Road as shown between points 12n and 13e	Temporarily closed to all traffic save for traffic under the direction of the undertaker

	and shaded green on sheet 12 of the streets plan	
District of North Northamptonshire	Approximately 20m of Nene Valley Way (A45) as shown between points 12o and 12n and shaded green on sheet 12 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 2467m of Private tracks at substation as shown between points 12p, 12q, 12r, 12s, 12t and 13c and shaded green and outlined in yellow on sheets 12 and 13 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 101m of Whiston Road as shown between points 12u and 12v and shaded green on sheet 12 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 85m of Private track from Station Road to Pastures Farm as shown between points 12w and 13a and shaded green and outlined in yellow on sheets 12 and 13 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 120m of Private track from Station Road to quarry as shown between points 12x and 12y and shaded green and outlined in yellow on sheet 12 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 431m of Private track from Station Road to substation as shown between points 13b and 13d and shaded green and outlined in yellow on sheet 13 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 533m of Private track from Yardley Road as shown between points 14a and 14b and shaded green and outlined in yellow on sheet 14 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 254m of Yardley Road as shown between points 14b and 14c and shaded green on sheet 14 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of West Northamptonshire	Approximately 268m of Grendon Road as shown between points 14b and 14d and shaded green on sheet 14 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker

District of North Northamptonshire	Approximately 536m of Easton Way as shown between points 14e and 14i and shaded green on sheet 14 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 820m of Private track from Easton Way as shown between points 14f and 15i and shaded green and outlined in yellow on sheets 14 and 15 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 177m of Private track from Easton Way as shown between points 14g and 14h and shaded green and outlined in yellow on sheet 14 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 244m of Grendon Road as shown between points 14i and 14j and shaded green on sheet 14 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 163m of Yardley Road as shown between points 14i and 14k and shaded green on sheet 14 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 54m of Private track west of Easton Maudit as shown between points 14l and 14m and shaded green and outlined in yellow on sheet 14 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 547m of London Road (A509) as shown between points 15a and 15b and shaded green on sheet 15 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 417m of Private track from London Road (A509) as shown between points 15c and 15d and shaded green and outlined in yellow on sheet 15 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 375m of Private track south of disused quarry as shown between points 15g and 15h and shaded green and outlined in yellow on sheet 15 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 487m of Easton Lane as shown between points 15j and 16a and shaded green on sheets 15 and 16 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker

District of North Northamptonshire	Approximately 329m of Private track from Easton Lane to Low Farm as shown between points 15k and 16b and shaded green and outlined in yellow on sheets 15 and 16 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 509m of London Road (A509) as shown between points 16c and 16d and shaded green on sheet 16 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 406m of Private track from Oakfield to Horn Wood as shown between points 16e and 16f and shaded green and outlined in yellow on sheet 16 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 32m of Private track around perimeter of Horn Wood as shown between points 16f and 16h and shaded green and outlined in yellow on sheet 16 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 319m of Private track along northwest of Horn Wood as shown between points 16f and 16g and shaded green and outlined in yellow on sheet 16 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 349m of Private track from London Road (A509) to Horn Wood as shown between points 16i and 16l and shaded green and outlined in yellow on sheet 16 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 20m of Private track to Low Farm as shown between points 16j and 16m and shaded green and outlined in yellow on sheet 16 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of North Northamptonshire	Approximately 177m of Private track west of London Road (A509) as shown between points 16j and 16k and shaded green and outlined in yellow on sheet 16 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of Northamptonshire	Approximately 837m of Private track as shown between points 16n and 16o and shaded green and outlined in yellow on sheet 16 of the	Temporarily closed to all traffic save for traffic under the direction of the undertaker

	streets plan	
District of North Northamptonshire	Approximately 140m of Private track west of Easton Lodge Farm as shown between points 17a and 17b and shaded green and outlined in yellow on sheet 17 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Borough of Milton Keynes	Approximately 1438m of London Road (A509) as shown between points 17c and 18a and shaded green on sheet 17 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Borough of Milton Keynes	Approximately 2593m of Private track from Northampton Road (A428) to Northey Farm as shown between points 17d and 18g and shaded green and outlined in yellow on sheets 17 and 18 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Borough of Milton Keynes	Approximately 917m of Private track from Northey Farm as shown between points 17e and 18b and shaded green and outlined in yellow on sheets 17 and 18 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Borough of Milton Keynes	Approximately 860m of Private track west along western edge of Threeshire Wood as shown between points 17f and 18e and shaded green and outlined in yellow on sheets 17 and 18 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Borough of Milton Keynes	Approximately 248m of Private track west along southern edge of Threeshire Wood as shown between points 18c and 18d and shaded green and outlined in yellow on sheet 18 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
Borough of Milton Keynes	Approximately 1283m of Northampton Road (A428) as shown between points 18f and 18h and shaded green on sheet 18 of the streets plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker

PART 2

PUBLIC RIGHTS OF WAY TO BE TEMPORARILY CLOSED

(1) *Area*	*(2)* *Public right of way*	*(3)* *Measures*
District of West	Approximately 52 m of	Temporarily closed along the

Northamptonshire	Footpath reference NN|DT|8 between points marked 3a/i and 3a/ii on sheet 3 of the public rights of way plan	route shown in yellow and labelled NN|DT|8 to facilitate the construction and maintenance of the authorised development
District of West Northamptonshire	Approximately 7 m of Footpath reference NN|DT|8 between points marked 3b/i and 3b/ii on sheet 3 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NN|DT|8 to facilitate the construction and maintenance of the authorised development
District of West Northamptonshire	Approximately 68 m of Bridleway reference NN|CT|3 between points marked 3c/i and 3c/ii on sheet 3 of the public rights of way plan	Temporarily closed along the route shown in green and labelled NN|CT|3 to facilitate the construction and maintenance of the authorised development
District of West Northamptonshire	Approximately 34m of Bridleway reference NN|CT|3 between points marked 3d/i and 3d/ii on sheet 3 of the public rights of way plan	Temporarily closed along the route shown in green and labelled NN|CT|3 to facilitate the construction and maintenance of the authorised development
District of West Northamptonshire	Approximately 63 m of Footpath reference NN|CT|6 between points marked 4a/i and 4a/ii on sheet 4 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NN|CT|6 to facilitate the construction and maintenance of the authorised development
District of West Northamptonshire	Approximately 66 m of Bridleway reference NN|CT|5 between points marked 4b/i and 4b/ii on sheet 4 of the public rights of way plan	Temporarily closed along the route shown in green and labelled NN|CT|5 to facilitate the construction and maintenance of the authorised development
District of North Northamptonshire	Approximately 575 m of Bridleway reference TN/007 between points marked 5a/i and 5a/ii on sheet 7 of the public rights of way plan	Temporarily closed along the route shown in green and labelled TN/007 to facilitate the construction and maintenance of the authorised development
District of West Northamptonshire	Approximately 1 m of Footpath reference NN|DG|2#2 between points marked 6a/i and 6a/ii on sheet 6 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NN|DG|2#2 to facilitate the construction and maintenance of the authorised development
District of West Northamptonshire	Approximately 79 m of Footpath reference NN|CW|1 between points marked 6b/i and 6b/ii on sheet 6 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled NN|CW|1 to facilitate the construction and maintenance of the authorised development
District of West Northamptonshire	Approximately 420 m of Footpath reference NN|CW|1 between points marked 6c/i	Temporarily closed along the route shown in yellow and labelled NN|CW|1 to facilitate

	and 6a/i on sheet 6 of the public rights of way plan	the construction and maintenance of the authorised development
District of North Northamptonshire	Approximately 177 m of Footpath reference TU/003 between points marked 7a/i and 7a/ii on sheet 7 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled TU/003 to facilitate the construction and maintenance of the authorised development
District of North Northamptonshire	Approximately 81 m of Footpath reference TN/003 between points marked 7c/i and 7c/ii on sheet 7 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled TN/003 to facilitate the construction and maintenance of the authorised development
District of North Northamptonshire	Approximately 1551 m of Footpath reference TN/003 between points marked 8a/i and 8a/ii on sheet 8 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled TN/003 to facilitate the construction and maintenance of the authorised development
District of North Northamptonshire	Approximately 19m of BOAT reference TC/010 between points marked 8b/i and 8b/ii on sheet 8 of the public rights of way plan	Temporarily closed along the route shown in blue and labelled TC/010 to facilitate the construction and maintenance of the authorised development
District of North Northamptonshire	Approximately 318 m of Footpath reference TN/001 between points marked 9a/i and 9a/ii on sheet 9 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled TN/001 to facilitate the construction and maintenance of the authorised development
District of North Northamptonshire	Approximately 0.4 m of Footpath reference TU/002 between points marked 10a/i and 10a/ii on sheet 10 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled TU/002 to facilitate the construction and maintenance of the authorised development
District of North Northamptonshire	Approximately 549 m of BOAT reference TC/014 between points marked 11a/i and 11a/ii on sheet 11 of the public rights of way plan	Temporarily closed along the route shown in blue and labelled TC/014 to facilitate the construction and maintenance of the authorised development
District of North Northamptonshire	Approximately 258 m of Footpath reference TC/017 between points marked 12a/i and 12a/ii on sheet 12 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled TC/017 to facilitate the construction and maintenance of the authorised development
District of North Northamptonshire	Approximately 0.1 m of Footpath reference TF/003 between points marked 12b/i and 12b/ii on sheet 12 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled TF/003 to facilitate the construction and maintenance of the authorised

		development
District of North Northamptonshire	Approximately 59 m of Footpath reference TF/010 between points marked 13a/i and 13a/ii on sheet 13 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled TF/010 to facilitate the construction and maintenance of the authorised development
District of North Northamptonshire	Approximately 57 m of Footpath reference TF/004 between points marked 14a/i and 14a/ii on sheet 14 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled TF/004 to facilitate the construction and maintenance of the authorised development
District of North Northamptonshire	Approximately 0.45 m of Footpath reference TF/005 between points marked 14b/i and 14b/ii on sheet 14 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled TF/005 to facilitate the construction and maintenance of the authorised development
District of North Northamptonshire	Approximately 718 m of Footpath reference TA/001 between points marked 15a/i and 15a/ii on sheet 15 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled TA/001 to facilitate the construction and maintenance of the authorised development
District of North Northamptonshire	Approximately 944 m of Footpath reference TD/002 between points marked 14b/ii and 15b/ii on sheet 15 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled TD/002 to facilitate the construction and maintenance of the authorised development
District of North Northamptonshire	Approximately 620 m of Footpath reference TD/003 between points marked 15c/i and 15c/ii on sheet 15 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled TD/003 to facilitate the construction and maintenance of the authorised development
District of North Northamptonshire	Approximately 22 m of Footpath reference TA/004 between points marked 15d/i and 15d/ii on sheet 15 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled TA/004 to facilitate the construction and maintenance of the authorised development
District of North Northamptonshire	Approximately 451 m of Footpath reference TA/004 between points marked 15e/i and 15e/ii on sheet 15 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled TA/004 to facilitate the construction and maintenance of the authorised development
District of North Northamptonshire	Approximately 364 m of Footpath reference TA/004 between points marked 15f/i and 15f/ii on sheet 15 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled TA/004 to facilitate the construction and maintenance of the authorised development
District of North	Approximately 73 m of	Temporarily closed along the

Northamptonshire	Footpath reference TA/004 between points marked 15g/i and 15g/ii on sheet 15 of the public rights of way plan	route shown in yellow and labelled TA/004 to facilitate the construction and maintenance of the authorised development
District of North Northamptonshire	Approximately 439 m of Footpath reference TD/005 between points marked 16a/i and 16a/ii on sheet 16 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled TD/005 to facilitate the construction and maintenance of the authorised development
District of North Northamptonshire	Approximately 127 m of Bridleway reference TD/008 between points marked 16b/i and 16b/ii on sheet 16 of the public rights of way plan	Temporarily closed along the route shown in green and labelled TD/008 to facilitate the construction and maintenance of the authorised development
District of North Northamptonshire	Approximately 357 m of Bridleway reference TD/008 between points marked 16c/i and 16c/ii on sheet 16 of the public rights of way plan	Temporarily closed along the route shown in green and labelled TD/008 to facilitate the construction and maintenance of the authorised development
District of North Northamptonshire	Approximately 54 m of Bridleway reference TD/009 between points marked 16d/i and 16d/ii on sheet 16 of the public rights of way plan	Temporarily closed along the route shown in green and labelled TD/009 to facilitate the construction and maintenance of the authorised development
District of North Northamptonshire	Approximately 222 m of Footpath reference TD/005 between points marked 16e/I and 16e/ii on sheet 16 of the public rights of way plan	Temporarily closed along the route shown in orange and labelled TD/005 to facilitate the construction and maintenance of the authorised development
District of North Northamptonshire	Approximately 106 m of Footpath reference TA/020 between points marked 17a/i and 17a/ii on sheet 17 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled TA/020 to facilitate the construction and maintenance of the authorised development
District of North Northamptonshire	Approximately 618 m of Footpath reference TD/007 between points marked 17b/i and 17b/ii on sheet 17 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled TD/007 to facilitate the construction and maintenance of the authorised development
Borough of Milton Keynes	Approximately 22 m of Footpath reference MK|Warrington|007 between points marked 17a/ii and 17c/i on sheet 17 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled MK|Warrington|007 to facilitate the construction and maintenance of the authorised development
District of North Northamptonshire	Approximately 1 m of Footpath reference TD/005 between points marked 17d/i	Temporarily closed along the route shown in yellow and labelled TD/005 to facilitate

	and 17d/ii on sheet 17 of the public rights of way plan	the construction and maintenance of the authorised development
District of North Northamptonshire	Approximately 150 m of Bridleway reference TD/008 between points marked 17e/i and 17e/ii on sheet 17 of the public rights of way plan	Temporarily closed along the route shown in green and labelled TD/008 to facilitate the construction and maintenance of the authorised development
Borough of Milton Keynes	Approximately 1251 m of Footpath reference MK|Lavendon|005 between points marked 18a/i and 18a/ii on sheets 17 and 18 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled MK|Lavendon|005 to facilitate the construction and maintenance of the authorised development
Borough of Milton Keynes	Approximately 20 m of Footpath reference MK|Lavendon|001 between points marked 18a/ii and 18b/ii on sheet 18 of the public rights of way plan	Temporarily closed along the route shown in yellow and labelled MK|Lavendon|001 to facilitate the construction and maintenance of the authorised development
Borough of Milton Keynes	Approximately 6 m of Bridleway reference MK|Lavendon|015#1 between points marked 18c/i and 18c/ii on sheet 18 of the public rights of way plan	Temporarily closed along the route shown in green and labelled MK|Lavendon|015#1 to facilitate the construction and maintenance of the authorised development
Borough of Milton Keynes	Approximately 866 m of Bridleway reference MK|Lavendon|015#2 between points marked 18d/i and 18d/ii on sheet 18 of the public rights of way plan	Temporarily closed along the route shown in green and labelled MK|Lavendon|015#2 to facilitate the construction and maintenance of the authorised development
Borough of Milton Keynes	Approximately 984 m of Bridleway reference MK|Lavendon|002 between points marked 18e/i and 18d/i on sheet 18 of the public rights of way plan	Temporarily closed along the route shown in green and labelled MK|Lavendon|002 to facilitate the construction and maintenance of the authorised development
Borough of Milton Keynes	Approximately 437 m of Bridleway reference MK|Lavendon|014 between points marked 18f/i and 18f/ii on sheet 18 of the public rights of way plan	Temporarily closed along the route shown in green and labelled MK|Lavendon|014 to facilitate the construction and maintenance of the authorised development
Borough of Milton Keynes	Approximately 247 m of Bridleway reference MK|Lavendon|004 between points marked 18g/i and 18g/ii on sheet 18 of the public rights of way plan	Temporarily closed along the route shown in green and labelled MK|Lavendon|004 to facilitate the construction and maintenance of the authorised development

PART 3

TEMPORARY USE OF MOTOR VEHICLES ON PUBLIC RIGHTS OF WAY

(1) *Area*	*(2)* *Public right of way*	*(3)* *Measures*
District of West Northamptonshire	Approximately 52 m of Footpath reference NN|DT|8 between points marked 3a/i and 3a/ii on sheet 3 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of West Northamptonshire	Approximately 7 m of Footpath reference NN|DT|8 between points marked 3b/i and 3b/ii on sheet 3 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of West Northamptonshire	Approximately 68 m of Bridleway reference NN|CT|3 between points marked 3c/i and 3c/ii on sheet 3 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of West Northamptonshire	Approximately 34 m of Bridleway reference NN|CT|3 between points marked 3d/i and 3d/ii on sheet 3 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of West Northamptonshire	Approximately 63 m of Footpath reference NN|CT|6 between points marked 4a/i and 4a/ii on sheet 4 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of West Northamptonshire	Approximately 66 m of Bridleway reference NN|CT|5 between points marked 4b/i and 4b/ii on sheet 4 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Northamptonshire	Approximately 575 m of Bridleway reference TN/007 between points marked 5a/i and 5a/ii on sheet 7 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of West Northamptonshire	Approximately 1 m of Footpath reference NN|DG|2#2 between points marked 6a/i and 6a/ii on sheet 6 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of West Northamptonshire	Approximately 79 m of Footpath reference NN|CW|1 between points marked 6b/i and 6b/ii on sheet 6 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of West Northamptonshire	Approximately 420 m of Footpath reference NN|CW|1	Motor vehicles under the direction of the undertaker

	between points marked 6c/i and 6a/i on sheet 6 of the public rights of way plan	may cross the public right of way
District of North Northamptonshire	Approximately 177 m of Footpath reference TU/003 between points marked 7a/i and 7a/ii on sheet 7 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Northamptonshire	Approximately 81 m of Footpath reference TN/003 between points marked 7c/i and 7c/ii on sheet 7 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Northamptonshire	Approximately 1551 m of Footpath reference TN/003 between points marked 8a/i and 8a/ii on sheet 8 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Northamptonshire	Approximately 318 m of Footpath reference TN/001 between points marked 9a/i and 9a/ii on sheet 9 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Northamptonshire	Approximately 0.4 m of Footpath reference TU/002 between points marked 10a/i and 10a/ii on sheet 10 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Northamptonshire	Approximately 549 m of BOAT reference TC/014 between points marked 11a/i and 11a/ii on sheet 11 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Northamptonshire	Approximately 258 m of Footpath reference TC/017 between points marked 12a/i and 12a/ii on sheet 12 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Northamptonshire	Approximately 0.1 m of Footpath reference TF/003 between points marked 12b/i and 12b/ii on sheet 12 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Northamptonshire	Approximately 59 m of Footpath reference TF/010 between points marked 13a/i and 13a/ii on sheet 13 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Northamptonshire	Approximately 57 m of Footpath reference TF/004 between points marked 14a/i and 14a/ii on sheet 14 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Northamptonshire	Approximately 0.45 m of Footpath reference TF/005 between points marked 14b/i	Motor vehicles under the direction of the undertaker may cross the public right of

	and 14b/ii on sheet 14 of the public rights of way plan	way
District of North Northamptonshire	Approximately 718 m of Footpath reference TA/001 between points marked 15a/i and 15a/ii on sheet 15 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Northamptonshire	Approximately 944 m of Footpath reference TD/002 between points marked 14b/ii and 15b/ii on sheet 15 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Northamptonshire	Approximately 620 m of Footpath reference TD/003 between points marked 15c/i and 15c/ii on sheet 15 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Northamptonshire	Approximately 22 m of Footpath reference TA/004 between points marked 15d/i and 15d/ii on sheet 15 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Northamptonshire	Approximately 451 m of Footpath reference TA/004 between points marked 15e/i and 15e/ii on sheet 15 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Northamptonshire	Approximately 364 m of Footpath reference TA/004 between points marked 15f/i and 15f/ii on sheet 15 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Northamptonshire	Approximately 73 m of Footpath reference TA/004 between points marked 15g/i and 15g/ii on sheet 15 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Northamptonshire	Approximately 439 m of Footpath reference TD/005 between points marked 16a/i and 16a/ii on sheet 16 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Northamptonshire	Approximately 127 m of Bridleway reference TD/008 between points marked 16b/i and 16b/ii on sheet 16 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Northamptonshire	Approximately 357 m of Bridleway reference TD/008 between points marked 16c/i and 16c/ii on sheet 16 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Northamptonshire	Approximately 54 m of Bridleway reference TD/009 between points marked 16d/i and 16d/ii on sheet 16 of the	Motor vehicles under the direction of the undertaker may cross the public right of way

	public rights of way plan	
District of North Northamptonshire	Approximately 222 m of Footpath reference TD/005 between points marked 16e/i and 16e/ii on sheet 16 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Northamptonshire	Approximately 106 m of Footpath reference TA/020 between points marked 17a/i and 17a/ii on sheet 17 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Northamptonshire	Approximately 618 m of Footpath reference TD/007 between points marked 17b/i and 17b/ii on sheet 17 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
Borough of Milton Keynes	Approximately 22 m of Footpath reference MK|Warrington|007 between points marked 17a/ii and 17c/i on sheet 17 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Northamptonshire	Approximately 1 m of Footpath reference TD/005 between points marked 17d/i and 17d/ii on sheet 17 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
District of North Northamptonshire	Approximately 150 m of Bridleway reference TD/008 between points marked 17e/i and 17e/ii on sheet 17 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
Borough of Milton Keynes	Approximately 1251 m of Footpath reference MK|Lavendon|005 between points marked 18a/i and 18a/ii on sheets 17 and 18 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
Borough of Milton Keynes	Approximately 20 m of Footpath reference MK|Lavendon|001 between points marked 18a/ii and 18b/ii on sheet 18 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
Borough of Milton Keynes	Approximately 6 m of Bridleway reference MK|Lavendon|015#1 between points marked 18c/i and 18c/ii on sheet 18 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
Borough of Milton Keynes	Approximately 866 m of Bridleway reference MK|Lavendon|015#2 between points marked 18d/i and 18d/ii on sheet 18 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way

Borough of Milton Keynes	Approximately 984 m of Bridleway reference MK|Lavendon|002 between points marked 18e/i and 18d/i on sheet 18 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
Borough of Milton Keynes	Approximately 437 m of Bridleway reference MK|Lavendon|014 between points marked 18f/i and 18f/ii on sheet 18 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way
Borough of Milton Keynes	Approximately 247 m of Bridleway reference MK|Lavendon|004 between points marked 18g/i and 18g/ii on sheet 18 of the public rights of way plan	Motor vehicles under the direction of the undertaker may cross the public right of way

SCHEDULE 7

Article 14

ACCESS TO WORKS

PART 1

PERMANENT MEANS OF ACCESS TO WORKS

(1) *Area*	*(2)* *Street*	*(3)* *Description of means of access*
District of West Northamptonshire	Broughton Road	The provision of a permanent means of access to the authorised development from the point marked Access-A-1 on sheet 1 of the access to works plan.
District of West Northamptonshire	Broughton Road	The provision of a permanent means of access to the authorised development from the point marked Access-A-2 on sheet 1 of the access to works plan.
District of West Northamptonshire	Newland Road, Walgrave	The provision of a permanent means of access to the authorised development from the point marked Crossing-A-1 (E) on sheet 1 of the access to works plan.
District of West Northamptonshire	Newland Road, Walgrave	The provision of a permanent means of access to the authorised development from the point marked Crossing-A-1 (W) on sheet 1 of the access to works plan.
District of West Northamptonshire	Kettering Road	The provision of a permanent means of access to the authorised development from the point marked Access-A.2-1 on sheet 2 of the access to works plan.
District of West Northamptonshire	Sywell Road	The provision of a permanent means of access to the authorised development from the point marked Access-B-1 on sheet 6 of the access to works plan.
District of West Northamptonshire	Moulton Road	The provision of a permanent means of access to the authorised development from the point marked Access-B-2 on sheet 6 of the access to works plan.
District of North	Sywell Road	The provision of a permanent

Northamptonshire		means of access to the authorised development from the point marked Access-C-1 on sheet 7 of the access to works plan.
District of North Northamptonshire	Highfield Road	The provision of a permanent means of access to the authorised development from the point marked Access-D-2 on sheet 7 of the access to works plan.
District of North Northamptonshire	Highfield Road	The provision of a permanent means of access to the authorised development from the point marked Access-D-4 on sheet 8 of the access to works plan.
District of North Northamptonshire	Highfield Road	The provision of a permanent means of access to the authorised development from the point marked Access-E-1 on sheet 8 of the access to works plan.
District of North Northamptonshire	Wilby Road	The provision of a permanent means of access to the authorised development from the point marked Crossing-E-1 (S) on sheet 8 of the access to works plan.
District of North Northamptonshire	Wilby Road	The provision of a permanent means of access to the authorised development from the point marked Crossing-E-1(N) on sheet 8 of the access to works plan.
District of North Northamptonshire	Mears Ashby Road	The provision of a permanent means of access to the authorised development from the point marked Access-E-2 on sheet 9 of the access to works plan.
District of North Northamptonshire	Station Road	The provision of a permanent means of access to the authorised development from the point marked Access-BESS-1 on sheet 13 of the access to works plan.
District of West Northamptonshire	Station Road	The provision of a permanent means of access to the authorised development from the point marked Access-BESS-2 on sheet 13 of the access to works plan.
District of North Northamptonshire	Station Road	The provision of a permanent means of access to the authorised development from

		the point marked Access-BESS-3 on sheet 13 of the access to works plan.
District of North Northamptonshire	Station Road	The provision of a permanent means of access to the authorised development from the point marked Access-BESS-4 on sheet 13 of the access to works plan.
District of North Northamptonshire	Easton Way	The provision of a permanent means of access to the authorised development from the point marked Crossing-F-1 (E) on sheet 14 of the access to works plan.
District of North Northamptonshire	Easton Way	The provision of a permanent means of access to the authorised development from the point marked Crossing-F-1 (W) on sheet 14 of the access to works plan.
District of North Northamptonshire	London Road (A509)	The provision of a permanent means of access to the authorised development from the point marked Access-F-1 on sheet 15 of the access to works plan.
District of North Northamptonshire	Easton Lane	The provision of a permanent means of access to the authorised development from the point marked Access-F-2 on sheet 16 of the access to works plan.
District of North Northamptonshire	London Road (A509)	The provision of a permanent means of access to the authorised development from the point marked Access-F-3 on sheet 16 of the access to works plan.
Borough of Milton Keynes	Northampton Road (A428)	The provision of a permanent means of access to the authorised development from the point marked Access-G-1 on sheet 18 of the access to works plan.

PART 2

TEMPORARY MEANS OF ACCESS

(1) *Area*	*(2)* *Street*	*(3)* *Description of means of access*
District of West Northamptonshire	Kettering Road	The provision of a temporary means of access to the authorised development from

		the point marked CR1 on sheet 3 of the access to works plan.
District of West Northamptonshire	Kettering Road	The provision of a temporary means of access to the authorised development from the point marked CR2 on sheet 3 of the access to works plan.
District of West Northamptonshire	Red House Lane	The provision of a temporary means of access to the authorised development from the point marked CR3 on sheet 3 of the access to works plan.
District of North Northamptonshire	Kettering Road (A43)	The provision of a temporary means of access to the authorised development from the point marked CR4 on sheet 4 of the access to works plan.
District of West Northamptonshire	Sywell Road	The provision of a temporary means of access to the authorised development from the point marked CR5 on sheet 6 of the access to works plan.
District of North Northamptonshire	Highfield Road	The provision of a temporary means of access to the authorised development from the point marked Access-D-1 on sheet 7 of the access to works plan.
District of North Northamptonshire	Highfield Road	The provision of a temporary means of access to the authorised development from the point marked Access-D-3 on sheet 7 of the access to works plan.
District of North Northamptonshire	Wellingborough Road	The provision of a temporary means of access to the authorised development from the point marked CR6 on sheet 7 of the access to works plan.
District of North Northamptonshire	Wellingborough Road	The provision of a temporary means of access to the authorised development from the point marked CR7 on sheet 7 of the access to works plan.
District of North Northamptonshire	Highfield Road	The provision of a temporary means of access to the authorised development from the point marked Access-D-5 on sheet 8 of the access to works plan.
District of North Northamptonshire	Mears Ashby Road	The provision of a temporary means of access to the authorised development from the point marked CR8 on sheet 8 of the access to works plan.
District of North	Mears Ashby Road	The provision of a temporary

Northamptonshire		means of access to the authorised development from the point marked CR9 on sheet 8 of the access to works plan.
District of North Northamptonshire	Main Road (A4500)	The provision of a temporary means of access to the authorised development from the point marked CR10 on sheet 10 of the access to works plan.
District of North Northamptonshire	Main Road (A4500)	The provision of a temporary means of access to the authorised development from the point marked CR11 on sheet 10 of the access to works plan.
District of North Northamptonshire	Doddington Road	The provision of a temporary means of access to the authorised development from the point marked CR14 on sheet 11 of the access to works plan.
District of North Northamptonshire	Doddington Road (B573)	The provision of a temporary means of access to the authorised development from the point marked CR12 on sheet 11 of the access to works plan.
District of North Northamptonshire	Doddington Road (B573)	The provision of a temporary means of access to the authorised development from the point marked CR13 on sheet 11 of the access to works plan.
District of North Northamptonshire	Grendon Road	The provision of a temporary means of access to the authorised development from the point marked CR15 on sheet 12 of the access to works plan.
District of North Northamptonshire	Station Road	The provision of a temporary means of access to the authorised development from the point marked CR16 on sheet 12 of the access to works plan.
District of North Northamptonshire	Station Road	The provision of a temporary means of access to the authorised development from the point marked CR17 on sheet 13 of the access to works plan.
District of North Northamptonshire	Station Road	The provision of a temporary means of access to the authorised development from the point marked CR18 on

		sheet 13 of the access to works plan.
District of West Northamptonshire	Grendon Road	The provision of a temporary means of access to the authorised development from the point marked CR19 on sheet 14 of the access to works plan.
District of West Northamptonshire	Grendon Road	The provision of a temporary means of access to the authorised development from the point marked CR20 on sheet 14 of the access to works plan.
District of North Northamptonshire	Yardley Road	The provision of a temporary means of access to the authorised development from the point marked CR21 on sheet 14 of the access to works plan.
District of North Northamptonshire	Yardley Road	The provision of a temporary means of access to the authorised development from the point marked CR22 on sheet 14 of the access to works plan.
District of North Northamptonshire	Easton Lane	The provision of a temporary means of access to the authorised development from the point marked CR23 on sheet 15 of the access to works plan.
District of North Northamptonshire	London Road (A509)	The provision of a temporary means of access to the authorised development from the point marked CR24 on sheet 17 of the access to works plan.

SCHEDULE 8

Article 16

TRAFFIC REGULATION MEASURES

(1) *Area*	*(2)* *Street*	*(3)* *Extent of the street works*
District of West Northamptonshire	Kettering Road (A43)	Between reference points 5c and 5d and shaded purple on sheet 5 of the streets plan
District of North Northamptonshire	Nene Valley Way (A45)	Between reference points 12e and 12f and shaded purple on sheet 12 of the streets plan
District of North Northamptonshire	Nene Valley Way (A45)	Between reference points 12g and 12h and shaded purple on sheet 12 of the streets plan
District of North Northamptonshire	Kettering Road (A43)	Between reference points 4a and 5a and shaded purple on sheet 4 of the streets plan
District of North Northamptonshire	Main Road (A4500)	Between reference points 10c and 10f and shaded purple on sheet 10 of the streets plan
District of North Northamptonshire	Main Road (A4500)	Between reference points 10c and 10e and shaded purple on sheet 10 of the streets plan
District of North Northamptonshire	Main Road (A4500)	Between reference points 10e and 10g and shaded purple on sheet 10 of the streets plan
District of West Northamptonshire	Broughton Road	Between reference points 1a and 1e and shaded purple on sheet 1 of the streets plan
District of West Northamptonshire	Newland Road Walgrave	Between reference points 1c and 1f and shaded purple on sheet 1 of the streets plan
District of West Northamptonshire	Broughton Road	Between reference points 1d and 1e and shaded purple on sheet 1 of the streets plan
District of West Northamptonshire	Broughton Road	Between reference points 1e and 1f and shaded purple on sheet 1 of the streets plan
District of West Northamptonshire	Broughton Road	Between reference points 1g and 1h and shaded purple on sheet 1 of the streets plan
District of West Northamptonshire	Newland Road Walgrave	Between reference points 1i and 1j and shaded purple on sheet 1 of the streets plan
District of West Northamptonshire	Newland Road Walgrave	Between reference points 1n and 1o and shaded purple on sheet 1 of the streets plan
District of West Northamptonshire	Kettering Road Walgrave	Between reference points 2b and 3b and shaded purple on sheet 2 of the streets plan
District of West	Sywell Road Holcot	Between reference points 6a

Northamptonshire		and 6c and shaded purple on sheet 6 of the streets plan
District of North Northamptonshire	Wellingborough Road	Between reference points 7e and 7g and shaded purple on sheet 7 of the streets plan
District of North Northamptonshire	Moonshine Gap	Between reference points 7f and 7g and shaded purple on sheet 7 of the streets plan
District of North Northamptonshire	Highfield Road	Between reference points 7g and 8a and shaded purple on sheet 7 of the streets plan
District of North Northamptonshire	Wilby Road	Between reference points 8d and 8e and shaded purple on sheet 8 of the streets plan
District of North Northamptonshire	Mears Ashby Road	Between reference points 8m and 9h and shaded purple on sheet 8 of the streets plan
District of North Northamptonshire	Whiston Road	Between reference points 12u and 12v and shaded purple on sheet 12 of the streets plan
District of North Northamptonshire	Easton Way	Between reference points 14e and 14i and shaded purple on sheet 14 of the streets plan
District of North Northamptonshire	Grendon Road	Between reference points 14i and 14j and shaded purple on sheet 14 of the streets plan
District of North Northamptonshire	London Road (A509)	Between reference points 15a and 15b and shaded purple on sheet 15 of the streets plan
District of North Northamptonshire	Easton Lane	Between reference points 15j and 16a and shaded purple on sheet 15 of the streets plan
Borough of Milton Keynes	Northampton Road (A428)	Between reference points 18f and 18h and shaded purple on sheet 18 of the streets plan
District of West Northamptonshire	Red House Lane Hannington	Between reference points 3c and 3e and shaded purple on sheet 3 of the streets plan
District of North Northamptonshire	Mears Ashby Road	Between reference points 8e and 8j and shaded purple on sheet 8 of the streets plan
District of North Northamptonshire	Main Road (A4500)	Between reference points 10b and 10c and shaded purple on sheet 10 of the streets plan
District of North Northamptonshire	Doddington Road, Earls Barton (B573)	Between reference points 11a and 11b and shaded purple on sheet 11 of the streets plan
District of North Northamptonshire	Nene Valley Way (A45)	Between reference points 11c and 11d and shaded purple on sheet 11 of the streets plan
District of North Northamptonshire	Dowthorpe Hill	Between reference points 11k and 11l and shaded purple on sheet 11 of the streets plan
District of North Northamptonshire	Station Road	Between reference points 12c and 12d and shaded purple on

		sheet 12 of the streets plan
District of North Northamptonshire	Grendon Road	Between reference points 12i and 12n and shaded purple on sheet 12 of the streets plan
District of North Northamptonshire	Nene Valley Way (A45)	Between reference points 12l and 12m and shaded purple on sheet 12 of the streets plan
District of North Northamptonshire	Station Road	Between reference points 12n and 13e and shaded purple on sheet 12 of the streets plan
District of North Northamptonshire	Nene Valley Way (A45)	Between reference points 12o and 12n and shaded purple on sheet 12 of the streets plan
District of West Northamptonshire	Grendon Road	Between reference points 14b and 14d and shaded purple on sheet 14 of the streets plan
District of North Northamptonshire	Yardley Road	Between reference points 14b and 14c and shaded purple on sheet 14 of the streets plan
District of North Northamptonshire	Yardley Road	Between reference points 14i and 14k and shaded purple on sheet 14 of the streets plan
District of North Northamptonshire	London Road (A509)	Between reference points 16c and 16d and shaded purple on sheet 16 of the streets plan
Borough of Milton Keynes	London Road (A509)	Between reference points 17c and 18a and shaded purple on sheet 17 of the streets plan

SCHEDULE 9

Article 24

LAND IN WHICH ONLY NEW RIGHTS ETC. MAY BE ACQUIRED

(1) *Plot reference number shown on the Land Plan*	*(2)* *Purposes for which rights over land may be required and restrictive covenants imposed*
06-065, 10-099-b, 10-100, 16-210-b, 16-210-c	Alter, improve, form, maintain, retain, use (with or without vehicles, plant and machinery), remove, reinstate means of access to the authorised development including visibility splays, bridges and road widening and to remove impediments (including vegetation) to such access;
	pass and repass on foot, with or without vehicles, plant and machinery (including rights to lay and use any temporary surface) for all purposes in connection with the authorised development;
	install, use, support, protect, inspect, alter, remove, replace, refurbish, reconstruct, retain, renew, improve and maintain security fencing, gates, boundary treatment, public rights of way and any other ancillary apparatus and any other works as necessary;
	install, use, support, protect, inspect, alter, remove, replace, refurbish, reconstruct, retain, renew, improve and maintain sewers, drains, pipes, ducts, mains, conduits, services, flues and to drain into and manage waterflows in any drains, watercourses and culverts;
	install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodlands, shrubs, hedgerows, seeding, landscaping and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs, hedgerows, landscaping and other ecological measures the right to pass and repass on foot, with or without vehicles, plant and machinery for all purposes in connection with the implementation and maintenance of landscaping and ecological mitigation or enhancement works;
	restrict and remove the erection of buildings or structures, restrict the altering of ground levels, restrict and remove the planting of trees or carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt or interfere with the exercise of the rights or damage the authorised development.
01-012-a, 01-022, 02-025-b, 03-028, 03-031-b, 03-032, 03-033, 03-034-b, 03-036, 04-037, 04-043, 04-039-a, 04-041-a, 04-042, 04-050, 05-	install, use, support, protect, inspect, alter, remove, replace, refurbish, reconstruct, retain, renew, improve and maintain electrical

051, 05-052, 05-054, 05-055-a, 05-055-b, 05-056, 05-057, 06-058-b, 06-059, 06-060, 06-061, 07-066-b, 07-066-d, 07-069-c, 07-070-b, 07-072-d, 07-073, 07-074, 07-075, 07-076, 07-077, 07-080, 08-083-a, 08-084, 08-087, 08-093-b, 08-094-a, 08-095, 08-096-b, 10-099-a, 10-101, 10-102, 10-103-b, 10-104-b, 10-106-b, 10-107, 10-108, 11-109-b, 11-110-b, 11-116-b, 11-119-a, 11-120-b, 11-121-b, 11-122, 12-123, 12-124, 12-125, 12-126-a, 12-126-b, 12-129-a, 12-129-b, 12-130-a, 12-130-b, 12-131-b, 12-131-c, 12-131-d, 12-136-a, 12-136-b 12-137, 12-138, 12-139, 12-140, 12-141, 12-142, 12-143, 12-144, 12-145, 12-146, 12-147, 12-148, 12-155-b, 12-160, 12-161, 12-162, 12-163-a, 12-163-b, 12-164, 12-165-b, 13-171-a, 13-172, 13-173, 13-174, 13-176, 13-177-a, 13-181, 13-182, 13-183, 13-184-a, 14-185, 14-187-a, 14-189-a, 14-193, 14-197, 15-203-a, 15-204-b, 17-215-a, 17-216-b, 18-220	underground cables, earthing cables, optical fibre cables, data cables, telecommunications cables and other services, works associated with such cables including bays, ducts, protection and safety measures and equipment, and other ancillary apparatus and structures (including but not limited to access chambers, manholes and marker posts) and any other works necessary together with the right to fell, trim or lop trees and bushes which may obstruct or interfere with the said cables, telecommunications and other ancillary apparatus;
	remain, pass and repass on foot, with or without vehicles, plant and machinery (including rights to lay and use any temporary surface or form a temporary compound) for all purposes in connection with the authorised development;
	continuous vertical and lateral support for the authorised development;
	install, use, support, protect, inspect, alter, remove, replace, refurbish, reconstruct, retain, renew, improve and maintain sewers, drains, pipes, ducts, mains, conduits, services, flues and to drain into and manage waterflows in any drains, watercourses and culverts;
	alter, improve, form, maintain, retain, use (with or without vehicles, plant and machinery), remove, reinstate means of access to the authorised development including visibility splays, bridges and road widening and to remove impediments (including vegetation) to such access;
	install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodlands, shrubs, hedgerows, seeding, landscaping and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs, hedgerows, landscaping and other ecological measures the right to pass and repass on foot, with or without vehicles, plant and machinery for all purposes in connection with the implementation and maintenance of landscaping and ecological mitigation or enhancement works;
	install, use, support, protect, inspect, alter, remove, replace, refurbish, reconstruct, retain, renew, improve and maintain security fencing, gates, boundary treatment, public rights of way and any other ancillary apparatus and any other works as necessary;
	restrict and remove the erection of buildings or structures, restrict the altering of ground levels, restrict and remove vegetation and restrict the planting of trees or carrying out operations or actions (including but not limited to blasting

	and piling) which may obstruct, interrupt or interfere with the exercise of the rights or damage the authorised development.
12-127, 12-128-a, 12-128-b	install, use, support, protect, inspect, alter, remove, replace, refurbish, reconstruct, retain, renew, improve and maintain electrical underground cables, earthing cables, optical fibre cables, data cables, telecommunications cables and other services, works associated with such cables including bays, ducts, protection and safety measures and equipment, and other ancillary apparatus and structures (including but not limited to access chambers, manholes and marker posts) and any other works necessary;
	continuous vertical and lateral support for the authorised development;
	restrict the altering of ground levels, restrict and remove vegetation and restrict the planting of trees or carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt or interfere with the exercise of the rights or damage the authorised development.

SCHEDULE 10

Article 24

MODIFICATION OF COMPENSATION AND COMPULSORY PURCHASE ENACTMENTS FOR THE CREATION OF NEW RIGHTS AND IMPOSITION OF NEW RESTRICTIVE COVENANTS

Compensation enactments

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land are to apply, with the necessary modifications as respects compensation, in the case of a compulsory acquisition under this Order of a right by the creation of a new right or the imposition of a restrictive covenant as they apply as respects compensation on the compulsory purchase of land and interests in land.

2.—(1) Without limitation on the scope of paragraph 1, the Land Compensation Act 1973(**a**) has effect subject to the modifications set out in sub-paragraph (2).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 (measure of compensation in case of severance) of the 1965 Act as substituted by paragraph 5—

(a) for the words "land is acquired or taken from" substitute "a right or restrictive covenant over land is purchased from or imposed on"; and

(b) for the words "acquired or taken from him" substitute "over which the right is exercisable or the restrictive covenant enforceable".

3.—(1) Without limitation on the scope of paragraph 1, the 1961 Act has effect subject to the modifications set out in sub-paragraph (2).

(2) In section 5A(5A) (relevant valuation date), omit the words after "if—" and substitute—

"(a) the acquiring authority enters on land for the purpose of exercising a right in pursuant of a notice of entry under section 11(1) of the 1965 Act (as modified by paragraph 5(5) of Schedule 10 (modification of compensation and compulsory purchase enactments for the creation of new rights and imposition of new restrictive covenants) to the Green Hill Solar Farm Order 202[ ];

(b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A to the 1965 Act (as substituted by paragraph 5(8) of Schedule 10 to the Green Hill Solar Farm Order 202[ ]) to acquire an interest in the land; and

(c) the acquiring authority enters on and takes possession of that land,

the authority is deemed for the purposes of subsection (3)(a) to have entered on that land where it entered on that land for the purpose of exercising that right.".

Application of Part 1 of the 1965 Act

4. Part 1 (compulsory purchase under Acquisition of Land Act 1946) of the 1965 Act, as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act to the acquisition of land under article 20 (compulsory acquisition of land) and as modified by article 28 (modification of Part 1 of the Compulsory Purchase Act 1965), applies to the compulsory acquisition of a right by the creation of a new right under article 24 (compulsory acquisition of rights)—

(a) with the modifications specified in paragraph 5; and

(**a**) 1973 c. 26.

(b) with such other modifications as may be necessary.

5.—(1) The modifications referred to in paragraph 4(a) are as follows—

(2) References in the 1965 Act to land are, in the appropriate contexts, to be read (according to the requirements of the particular context) as referring to, or as including references to—

(a) the right acquired or to be acquired, or the restriction imposed or to be imposed; or

(b) the land over which the right is or is to be exercisable, or the restriction is to be enforceable.

(3) For section 7 of the 1965 Act (measure of compensation in case of severance) substitute—

"**7.** In assessing the compensation to be paid by the acquiring authority under this Act, regard must be had not only to the extent (if any) to which the value of the land over which the right is to be acquired or the restrictive covenant is to be imposed is depreciated by the acquisition of the right or the imposition of the covenant but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act.".

(4) The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

(a) section 9(4) (failure by owners to convey);

(b) paragraph 10(3) of Schedule 1 (owners under incapacity);

(c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and

(d) paragraphs 2(3) and 7(2) of Schedule 4 (common land),

are modified to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired or the restrictive covenant which is to be imposed is vested absolutely in the acquiring authority.

(5) Section 11(**a**) (powers of entry) of the 1965 Act is modified to secure that, as from the date on which the acquiring authority has served notice to treat in respect of any right or restrictive covenant, as well as the notice of entry required by subsection (1) of that section (as it applies to compulsory acquisition under article 20 (compulsory acquisition of land)), it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant (which is deemed for this purpose to have been created on the date of service of the notice); and sections 11A(**b**) (powers of entry: further notices of entry), 11B(**c**) (counter-notice requiring possession to be taken on specified date), 12(**d**) (penalty for unauthorised entry) and 13(**e**) (refusal to give possession to acquiring authority) of the 1965 Act are modified correspondingly.

(6) Section 20(**f**) (tenants at will, etc.) of the 1965 Act applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such

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(**a**) Section 11 was amended by section 34(1) of, and Schedule 4 to, the Acquisition of Land Act 1981 (c. 67), section 3 of, and Part 1 of Schedule 1 to, the Housing (Consequential Provisions) Act 1958 (c. 71), section 14 of, and paragraph 12(1) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (No. 1), sections 186(2) and 188 of, and paragraph 6 of Schedule 14 and paragraph 3 of Schedule 16 to, the Housing and Planning Act 2016 (c. 22) and S.I. 2009/1307.

(**b**) Section 11A was inserted by section 186(3) of the Housing and Planning Act 2016.

(**c**) Section 11B was inserted by section 187(3) of the Housing and Planning Act 2016.

(**d**) Section 12 was amended by sections 56(2) of, and Part 1 of Schedule 9 to, the Courts Act 1971 (c. 23) and paragraphs (2) and (4) of Schedule 16 to the Housing and Planning Act 2016.

(**e**) Section 13 was amended by sections 62(3), 139(4) to (9) and 146 of, and paragraphs 27 and 28 of Schedule 13 and Part 3 of Schedule 23 to the Tribunals, Courts and Enforcement Act 2007 (c. 15).

(**f**) Section 20 was amended by paragraph 4 of Schedule 15 to the Planning and Compensation Act 1991 (c. 34) and S.I. 2009/1307.

interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right or enforcement of the restrictive covenant in question.

(7) Section 22 (interests omitted from purchase) of the 1965 Act as modified by article 27(3) (modification of Part 1 of the Compulsory Purchase Act 1965) is so modified as to enable the acquiring authority, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired or restrictive covenant imposed, subject to compliance with that section as respects compensation.

(8) For Schedule 2A to the 1965 Act (counter notice requiring purchase of land not in notice to treat) substitute—

"SCHEDULE 2A

COUNTER-NOTICE REQUIRING PURCHASE OF LAND

1.—(1) This Schedule applies where an acquiring authority serves a notice to treat in respect of a right over, or restrictive covenant affecting, the whole or part of a house, building or factory and have not executed a general vesting declaration under section 4 of the 1981 Act as applied by article 26 (application of the 1981 Act) of the Green Hill Solar Farm Order 202[ ] in respect of the land to which the notice to treat relates.

(2) But see article 29(3) (acquisition of subsoil only) of the Green Hill Solar Farm Order 202[ ] which excludes the acquisition of subsoil only from this Schedule.

2. In this Schedule, "house" includes any park or garden belonging to a house.

Counter-notice requiring purchase of land

3. A person who is able to sell the house, building or factory ("the owner") may serve a counter-notice requiring the authority to purchase the owner's interest in the house, building or factory.

4. A counter-notice under paragraph 3 must be served within the period of 28 days beginning with the day on which the notice to treat was served.

Response to counter-notice

5. On receiving a counter-notice, the acquiring authority must decide whether to—

(a) withdraw the notice to treat,

(b) accept the counter notice, or

(c) refer the counter notice to the Upper Tribunal.

6. The authority must serve notice of their decision on the owner within the period of three months beginning with the day on which the counter-notice is served ("the decision period").

7. If the authority decides to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

8. If the authority does not serve notice of a decision within the decision period they are to be treated as if they had served notice of a decision to withdraw the notice to treat at the end of that period.

9. If the authority serves notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in the house, building or factory.

Determination by the Upper Tribunal

10. On a referral under paragraph 7, the Upper Tribunal must determine whether the acquisition of the right or the imposition of the restrictive covenant would—

(a) in the case of a house, building or factory; cause material detriment to the house, building or factory, or

(b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.

11. In making its determination, the Upper Tribunal must take into account—

(a) the effect of the acquisition of the right or the imposition of the covenant,

(b) the use to be made of the right or covenant proposed to be acquired or imposed, and

(c) if the right or covenant is proposed to be acquired or imposed for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.

12. If the Upper Tribunal determines that the acquisition of the right or the imposition of the covenant would have either of the consequences described in paragraph 10, it must determine how much of the house, building or factory the authority ought to be required to take.

13. If the Upper Tribunal determines that the authority ought to be required to take some or all of the house, building or factory, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in that land.

14.—(1) If the Upper Tribunal determines that the authority ought to be required to take some or all of the house, building or factory, the authority may at any time within the period of six weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the acquiring authority withdraws the notice to treat under this paragraph they must pay the person on whom the notice was served compensation for any loss or expense cause by the giving and withdrawal of the notice.

(3) Any dispute as to the compensation is to be determined by the Upper Tribunal.".

SCHEDULE 11

Article 31

LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

(1) *Plot reference number shown on the Land Plan*	*(2)* *Purpose for which temporary possession may be taken*
01-001, 01-007, 01-011-c, 01-012-b, 01-019, 01-020, 02-023, 02-024, 02-025-a, 02-025-c, 03-030, 03-034-a, 03-034-c, 03-035, 04-038, 04-039-b, 04-041-b, 04-044, 04-045, 04-046, 04-047, 04-048, 04-049, 06-058-a, 06-058-c, 07-066-a, 07-066-c, 07-066-e, 07-079, 08-083-b, 08-088, 08-092, 08-093-a, 08-093-c, 08-094-b, 08-096-a, 08-096-c, 09-091, 10-103-a, 10-103-c, 10-104-a, 10-104-c, 10-105, 10-106-a, 11-109-a, 11-110-a, 11-110-c, 11-111, 11-112, 11-114, 11-116-a, 11-116-c, 11-119-b, 11-120-a, 11-121-a, 12-131-a, 12-132, 12-133, 12-134, 12-135, 12-149, 12-150, 12-151, 12-152, 12-153, 12-154, 12-155-a, 12-156, 12-158, 12-159, 13-177-b, 13-184-b, 14-186, 14-187-b, 14-188, 14-189-b, 14-195, 15-202-a, 15-202-b, 15-202-c, 15-202-d, 15-203-b, 15-204-a, 15-204-c, 16-210-a, 16-211, 17-215-b, 17-216-a, 17-216-c, 18-223-a, 18-223-b, 18-223-c, 18-223-d, 18-223-e, 18-223-f, 18-223-g, 18-223-h, 18-223-i	Temporary use (including access and compounds) to facilitate the construction of Work Nos. 1 to 10.

SCHEDULE 12

Article 40

HEDGEROWS TO BE REMOVED

PART 1

REMOVAL OF HEDGEROWS

(1) *Hedgerow ID*	*(2)* *Extent of removal*[1]
AB10	Removal of part of approximately 116m of hedgerow within the area identified by orange line on sheet 1 of the hedgerow and tree protection order plan
AB13	Removal of part of approximately 312m of hedgerow within the area identified by orange line on sheet 1 of the hedgerow and tree protection order plan
AB14.2	Removal of part of approximately 14m of hedgerow within the area identified by orange line on sheet 1 of the hedgerow and tree protection order plan
AB19	Removal of part of approximately 255m of hedgerow within the area identified by orange line on sheet 1 of the hedgerow and tree protection order plan
AB20	Removal of part of approximately 229m of hedgerow within the area identified by orange line on sheet 1 of the hedgerow and tree protection order plan
AB21.1	Removal of part of approximately 170m of hedgerow within the area identified by orange line on sheet 1 of the hedgerow and tree protection order plan
AB21.2	Removal of part of approximately 16m of hedgerow within the area identified by orange line on sheet 1 of the hedgerow and tree protection order plan
AB23	Removal of part of approximately 218m of hedgerow within the area identified by orange line on sheet 1 of the hedgerow and tree protection order plan
AB24	Removal of part of approximately 234m of hedgerow within the area identified by orange line on sheet 1 of the hedgerow and tree protection order plan
AB26	Removal of part of approximately 177m of hedgerow within the area identified by orange line on sheet 1 of the hedgerow and tree protection order plan

AB55	Removal of part of approximately 222m of hedgerow within the area identified by orange line on sheet 1 of the hedgerow and tree protection order plan
AB58	Removal of part of approximately 181m of hedgerow within the area identified by orange line on sheet 1 of the hedgerow and tree protection order plan
AB59	Removal of part of approximately 135m of hedgerow within the area identified by orange line on sheet 1 of the hedgerow and tree protection order plan
AB65	Removal of part of approximately 264m of hedgerow within the area identified by orange line on sheet 1 of the hedgerow and tree protection order plan
AB66	Removal of part of approximately 185m of hedgerow within the area identified by orange line on sheet 1 of the hedgerow and tree protection order plan
AB67	Removal of part of approximately 273m of hedgerow within the area identified by orange line on sheet 1 of the hedgerow and tree protection order plan
A2B4.2	Removal of part of approximately 195m of hedgerow within the area identified by orange line on sheet 2 of the hedgerow and tree protection order plan
AB1	Removal of part of approximately 209m of hedgerow within the area identified by orange line on sheet 2 of the hedgerow and tree protection order plan
AB14.1	Removal of part of approximately 399m of hedgerow within the area identified by orange line on sheet 2 of the hedgerow and tree protection order plan
AB17	Removal of part of approximately 280m of hedgerow within the area identified by orange line on sheet 2 of the hedgerow and tree protection order plan
AB2	Removal of part of approximately 214m of hedgerow within the area identified by orange line on sheet 2 of the hedgerow and tree protection order plan
AB8	Removal of part of approximately 185m of hedgerow within the area identified by orange line on sheet 2 of the hedgerow and tree protection order plan
AB9	Removal of part of approximately 150m of hedgerow within the area identified by orange line on sheet 2 of the hedgerow and tree protection order plan
H3b.1	Removal of part of approximately 6m of hedgerow within the area identified by orange line on sheet 2 of the hedgerow and tree protection order plan

H3b.2	Removal of part of approximately 29m of hedgerow within the area identified by orange line on sheet 2 of the hedgerow and tree protection order plan
A2B13	Removal of part of approximately 468m of hedgerow within the area identified by orange line on sheet 3 of the hedgerow and tree protection order plan
A2B4.1	Removal of part of approximately 231m of hedgerow within the area identified by orange line on sheet 3 of the hedgerow and tree protection order plan
A2B6	Removal of part of approximately 132m of hedgerow within the area identified by orange line on sheet 3 of the hedgerow and tree protection order plan
A2B9	Removal of part of approximately 123m of hedgerow within the area identified by orange line on sheet 3 of the hedgerow and tree protection order plan
H228	Removal of part of approximately 25m of hedgerow within the area identified by orange line on sheet 3 of the hedgerow and tree protection order plan
H3	Removal of part of approximately 294m of hedgerow within the area identified by orange line on sheet 3 of the hedgerow and tree protection order plan
CR1aB18.1	Removal of part of approximately 364m of hedgerow within the area identified by orange line on sheet 4 of the hedgerow and tree protection order plan
CR1aB19.2	Removal of part of approximately 247m of hedgerow within the area identified by orange line on sheet 4 of the hedgerow and tree protection order plan
CR1aB19.5	Removal of part of approximately 72m of hedgerow within the area identified by orange line on sheet 4 of the hedgerow and tree protection order plan
CR1aB21	Removal of part of approximately 160m of hedgerow within the area identified by orange line on sheet 4 of the hedgerow and tree protection order plan
CR1aB23	Removal of part of approximately 459m of hedgerow within the area identified by orange line on sheet 4 of the hedgerow and tree protection order plan
H229	Removal of part of approximately 25m of hedgerow within the area identified by orange line on sheet 4 of the hedgerow and tree protection order plan
CR1B6	Removal of part of approximately 316m of hedgerow within the area identified by orange line on sheet 5 of the hedgerow and tree protection order plan

CR2aB4	Removal of part of approximately 327m of hedgerow within the area identified by orange line on sheet 5 of the hedgerow and tree protection order plan
CR2aB5	Removal of part of approximately 248m of hedgerow within the area identified by orange line on sheet 5 of the hedgerow and tree protection order plan
H224	Removal of part of approximately 230m of hedgerow within the area identified by orange line on sheet 5 of the hedgerow and tree protection order plan
CB12	Removal of part of approximately 110m of hedgerow within the area identified by orange line on sheet 7 of the hedgerow and tree protection order plan
CB5	Removal of part of approximately 81m of hedgerow within the area identified by orange line on sheet 7 of the hedgerow and tree protection order plan
H222	Removal of part of approximately 160m of hedgerow within the area identified by orange line on sheet 7 of the hedgerow and tree protection order plan
EB10	Removal of part of approximately 165m of hedgerow within the area identified by orange line on sheet 8 of the hedgerow and tree protection order plan
EB14	Removal of part of approximately 200m of hedgerow within the area identified by orange line on sheet 8 of the hedgerow and tree protection order plan
EB15	Removal of part of approximately 151m of hedgerow within the area identified by orange line on sheet 8 of the hedgerow and tree protection order plan
EB16	Removal of part of approximately 198m of hedgerow within the area identified by orange line on sheet 8 of the hedgerow and tree protection order plan
EB20	Removal of part of approximately 364m of hedgerow within the area identified by orange line on sheet 8 of the hedgerow and tree protection order plan
EB21	Removal of part of approximately 118m of hedgerow within the area identified by orange line on sheet 8 of the hedgerow and tree protection order plan
EB26	Removal of part of approximately 272m of hedgerow within the area identified by orange line on sheet 8 of the hedgerow and tree protection order plan
EB27	Removal of part of approximately 224m of hedgerow within the area identified by orange line on sheet 8 of the hedgerow and tree protection order plan

EB28	Removal of part of approximately 275m of hedgerow within the area identified by orange line on sheet 8 of the hedgerow and tree protection order plan
EB30	Removal of part of approximately 436m of hedgerow within the area identified by orange line on sheet 8 of the hedgerow and tree protection order plan
EB4.1	Removal of part of approximately 340m of hedgerow within the area identified by orange line on sheet 8 of the hedgerow and tree protection order plan
EB41	Removal of part of approximately 144m of hedgerow within the area identified by orange line on sheet 8 of the hedgerow and tree protection order plan
EB5	Removal of part of approximately 67m of hedgerow within the area identified by orange line on sheet 8 of the hedgerow and tree protection order plan
EB51	Removal of part of approximately 146m of hedgerow within the area identified by orange line on sheet 8 of the hedgerow and tree protection order plan
EB6	Removal of part of approximately 189m of hedgerow within the area identified by orange line on sheet 8 of the hedgerow and tree protection order plan
EB9	Removal of part of approximately 151m of hedgerow within the area identified by orange line on sheet 8 of the hedgerow and tree protection order plan
EB59	Removal of part of approximately 309m of hedgerow within the area identified by orange line on sheet 9 of the hedgerow and tree protection order plan
EB66	Removal of part of approximately 242m of hedgerow within the area identified by orange line on sheet 9 of the hedgerow and tree protection order plan
EB69	Removal of part of approximately 210m of hedgerow within the area identified by orange line on sheet 9 of the hedgerow and tree protection order plan
EB70	Removal of part of approximately 325m of hedgerow within the area identified by orange line on sheet 9 of the hedgerow and tree protection order plan
EB71	Removal of part of approximately 185m of hedgerow within the area identified by orange line on sheet 9 of the hedgerow and tree protection order plan
CR5aB15	Removal of part of approximately 227m of hedgerow within the area identified by orange line on sheet 10 of the hedgerow and tree protection order plan

CR5aB6	Removal of part of approximately 751m of hedgerow within the area identified by orange line on sheet 10 of the hedgerow and tree protection order plan
CR5aB8	Removal of part of approximately 113m of hedgerow within the area identified by orange line on sheet 10 of the hedgerow and tree protection order plan
EB54	Removal of part of approximately 201m of hedgerow within the area identified by orange line on sheet 10 of the hedgerow and tree protection order plan
EB82	Removal of part of approximately 273m of hedgerow within the area identified by orange line on sheet 10 of the hedgerow and tree protection order plan
EB84.1	Removal of part of approximately 229m of hedgerow within the area identified by orange line on sheet 10 of the hedgerow and tree protection order plan
EB85	Removal of part of approximately 306m of hedgerow within the area identified by orange line on sheet 10 of the hedgerow and tree protection order plan
EB88.2	Removal of part of approximately 99m of hedgerow within the area identified by orange line on sheet 10 of the hedgerow and tree protection order plan
EB92	Removal of part of approximately 76m of hedgerow within the area identified by orange line on sheet 10 of the hedgerow and tree protection order plan
H104	Removal of part of approximately 47m of hedgerow within the area identified by orange line on sheet 10 of the hedgerow and tree protection order plan
H236	Removal of part of approximately 41m of hedgerow within the area identified by orange line on sheet 10 of the hedgerow and tree protection order plan
CR5aB21	Removal of part of approximately 384m of hedgerow within the area identified by orange line on sheet 11 of the hedgerow and tree protection order plan
CR5aB27	Removal of part of approximately 81m of hedgerow within the area identified by orange line on sheet 11 of the hedgerow and tree protection order plan
CR5aB28	Removal of part of approximately 148m of hedgerow within the area identified by orange line on sheet 11 of the hedgerow and tree protection order plan
CR5aB30	Removal of part of approximately 441m of hedgerow within the area identified by orange line on sheet 11 of the hedgerow and tree protection order plan

CR5aB31	Removal of part of approximately 87m of hedgerow within the area identified by orange line on sheet 11 of the hedgerow and tree protection order plan
CR5aB34	Removal of part of approximately 60m of hedgerow within the area identified by orange line on sheet 11 of the hedgerow and tree protection order plan
CR5aB36	Removal of part of approximately 307m of hedgerow within the area identified by orange line on sheet 11 of the hedgerow and tree protection order plan
H122a	Removal of part of approximately 52m of hedgerow within the area identified by orange line on sheet 11 of the hedgerow and tree protection order plan
H218	Removal of part of approximately 82m of hedgerow within the area identified by orange line on sheet 11 of the hedgerow and tree protection order plan
H219	Removal of part of approximately 179m of hedgerow within the area identified by orange line on sheet 11 of the hedgerow and tree protection order plan
CR5aB39	Removal of part of approximately 221m of hedgerow within the area identified by orange line on sheet 12 of the hedgerow and tree protection order plan
CR5aB41	Removal of part of approximately 265m of hedgerow within the area identified by orange line on sheet 12 of the hedgerow and tree protection order plan
CR5aB42.1	Removal of part of approximately 90m of hedgerow within the area identified by orange line on sheet 12 of the hedgerow and tree protection order plan
CR5aB43	Removal of part of approximately 296m of hedgerow within the area identified by orange line on sheet 12 of the hedgerow and tree protection order plan
CR5aB44	Removal of part of approximately 267m of hedgerow within the area identified by orange line on sheet 12 of the hedgerow and tree protection order plan
CR5aB48	Removal of part of approximately 61m of hedgerow within the area identified by orange line on sheet 12 of the hedgerow and tree protection order plan
CR6B1	Removal of part of approximately 153m of hedgerow within the area identified by orange line on sheet 12 of the hedgerow and tree protection order plan
CR6B4	Removal of part of approximately 113m of hedgerow within the area identified by orange line on sheet 12 of the hedgerow and tree protection order plan

H126b	Removal of part of approximately 85m of hedgerow within the area identified by orange line on sheet 12 of the hedgerow and tree protection order plan
H243	Removal of part of approximately 156m of hedgerow within the area identified by orange line on sheet 12 of the hedgerow and tree protection order plan
BESSB3.1	Removal of part of approximately 409m of hedgerow within the area identified by orange line on sheet 13 of the hedgerow and tree protection order plan
BESSB5	Removal of part of approximately 83m of hedgerow within the area identified by orange line on sheet 13 of the hedgerow and tree protection order plan
H191	Removal of part of approximately 106m of hedgerow within the area identified by orange line on sheet 13 of the hedgerow and tree protection order plan
CR7B7	Removal of part of approximately 376m of hedgerow within the area identified by orange line on sheet 14 of the hedgerow and tree protection order plan
FB31	Removal of part of approximately 88m of hedgerow within the area identified by orange line on sheet 14 of the hedgerow and tree protection order plan
FB44	Removal of part of approximately 569m of hedgerow within the area identified by orange line on sheet 14 of the hedgerow and tree protection order plan
FB45	Removal of part of approximately 194m of hedgerow within the area identified by orange line on sheet 14 of the hedgerow and tree protection order plan
H237	Removal of part of approximately 16m of hedgerow within the area identified by orange line on sheet 14 of the hedgerow and tree protection order plan
H246	Removal of part of approximately 206m of hedgerow within the area identified by orange line on sheet 14 of the hedgerow and tree protection order plan
FB15	Removal of part of approximately 144m of hedgerow within the area identified by orange line on sheet 15 of the hedgerow and tree protection order plan
FB16	Removal of part of approximately 289m of hedgerow within the area identified by orange line on sheet 15 of the hedgerow and tree protection order plan
FB20.1	Removal of part of approximately 259m of hedgerow within the area identified by orange line on sheet 15 of the hedgerow and tree protection order plan

FB20.2	Removal of part of approximately 68m of hedgerow within the area identified by orange line on sheet 15 of the hedgerow and tree protection order plan
FB3	Removal of part of approximately 305m of hedgerow within the area identified by orange line on sheet 15 of the hedgerow and tree protection order plan
FB42	Removal of part of approximately 186m of hedgerow within the area identified by orange line on sheet 15 of the hedgerow and tree protection order plan
FB43	Removal of part of approximately 163m of hedgerow within the area identified by orange line on sheet 15 of the hedgerow and tree protection order plan
FB48	Removal of part of approximately 150m of hedgerow within the area identified by orange line on sheet 15 of the hedgerow and tree protection order plan
FB57	Removal of part of approximately 204m of hedgerow within the area identified by orange line on sheet 15 of the hedgerow and tree protection order plan
FB6	Removal of part of approximately 87m of hedgerow within the area identified by orange line on sheet 15 of the hedgerow and tree protection order plan
FB7	Removal of part of approximately 164m of hedgerow within the area identified by orange line on sheet 15 of the hedgerow and tree protection order plan
FB64	Removal of part of approximately 165m of hedgerow within the area identified by orange line on sheet 16 of the hedgerow and tree protection order plan
FB65	Removal of part of approximately 77m of hedgerow within the area identified by orange line on sheet 16 of the hedgerow and tree protection order plan
FB73	Removal of part of approximately 428m of hedgerow within the area identified by orange line on sheet 16 of the hedgerow and tree protection order plan
FB75	Removal of part of approximately 204m of hedgerow within the area identified by orange line on sheet 16 of the hedgerow and tree protection order plan
FB76	Removal of part of approximately 414m of hedgerow within the area identified by orange line on sheet 16 of the hedgerow and tree protection order plan
FB85	Removal of part of approximately 197m of hedgerow within the area identified by orange line on sheet 16 of the hedgerow and tree protection order plan

CR9B1	Removal of part of approximately 306m of hedgerow within the area identified by orange line on sheet 17 of the hedgerow and tree protection order plan
CR9B4	Removal of part of approximately 374m of hedgerow within the area identified by orange line on sheet 17 of the hedgerow and tree protection order plan
H231	Removal of part of approximately 12m of hedgerow within the area identified by orange line on sheet 17 of the hedgerow and tree protection order plan
H232	Removal of part of approximately 263m of hedgerow within the area identified by orange line on sheet 17 of the hedgerow and tree protection order plan
H233	Removal of part of approximately 8m of hedgerow within the area identified by orange line on sheet 17 of the hedgerow and tree protection order plan
H235	Removal of part of approximately 17m of hedgerow within the area identified by orange line on sheet 17 of the hedgerow and tree protection order plan
GB16	Removal of part of approximately 141m of hedgerow within the area identified by orange line on sheet 18 of the hedgerow and tree protection order plan

(1) The extent to which each hedgerow listed in this table may be removed is controlled by the landscape and ecological management plan, pursuant to article 40(4) of the Order.

PART 2

REMOVAL OF POTENTIALLY IMPORTANT HEDGEROWS

(1) *Hedgerow ID*	*(2)* *Extent of removal*(2)
H220	Removal of part of approximately 63m of hedgerow within the area identified by pale green line on sheet 8 of the hedgerow and tree protection order plan
CR6B2.2	Removal of part of approximately 56m of hedgerow within the area identified by pale green line on sheet 12 of the hedgerow and tree protection order plan
CR6B5.2	Removal of part of approximately 176m of hedgerow within the area identified by pale green line on sheet 12 of the hedgerow and tree protection order plan
CR6B5.4	Removal of part of approximately 168m of hedgerow within the area identified by pale green line on sheet 12 of the hedgerow and tree protection order plan

H174	Removal of part of approximately 81m of hedgerow within the area identified by pale green line on sheet 12 of the hedgerow and tree protection order plan

(2) The extent to which each hedgerow listed in this table may be removed is controlled by the landscape and ecological management plan, pursuant to article 40(4) of the Order.

PART 3

REMOVAL OF IMPORTANT HEDGEROWS

(1) *Hedgerow ID*	*(2)* *Extent of removal*[3]
AB11.1	Removal of part of approximately 149m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB11.2	Removal of part of approximately 154m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB12	Removal of part of approximately 204m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB15.2	Removal of part of approximately 87m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB16	Removal of part of approximately 399m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB22.1	Removal of part of approximately 126m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB22.2	Removal of part of approximately 123m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB27.1	Removal of part of approximately 170m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB27.2	Removal of part of approximately 40m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB28	Removal of part of approximately 326m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB29	Removal of part of approximately 402m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan

AB31	Removal of part of approximately 353m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB32	Removal of part of approximately 488m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB33.1	Removal of part of approximately 289m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB33.2	Removal of part of approximately 156m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB34	Removal of part of approximately 262m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB35	Removal of part of approximately 270m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB36	Removal of part of approximately 133m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB37	Removal of part of approximately 186m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB38	Removal of part of approximately 152m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB39	Removal of part of approximately 117m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB40.1	Removal of part of approximately 166m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB40.2	Removal of part of approximately 49m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB41	Removal of part of approximately 387m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB42.1	Removal of part of approximately 141m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan

AB42.2	Removal of part of approximately 28m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB43.1	Removal of part of approximately 137m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB43.2	Removal of part of approximately 90m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB44	Removal of part of approximately 501m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB45	Removal of part of approximately 157m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB46	Removal of part of approximately 313m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB47	Removal of part of approximately 246m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB48	Removal of part of approximately 39m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB49	Removal of part of approximately 114m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB51	Removal of part of approximately 289m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB52	Removal of part of approximately 346m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB53	Removal of part of approximately 134m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB54	Removal of part of approximately 194m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB57	Removal of part of approximately 210m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan

AB60	Removal of part of approximately 194m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB61	Removal of part of approximately 666m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB62.1	Removal of part of approximately 635m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB62.2	Removal of part of approximately 635m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB63	Removal of part of approximately 215m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB64	Removal of part of approximately 301m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
AB68	Removal of part of approximately 302m of hedgerow within the area identified by green line on sheet 1 of the hedgerow and tree protection order plan
A2B1	Removal of part of approximately 410m of hedgerow within the area identified by an green line on sheet 2 of the hedgerow and tree protection order plan
A2B5	Removal of part of approximately 480m of hedgerow within the area identified by green line on sheet 2 of the hedgerow and tree protection order plan
AB15.1	Removal of part of approximately 203m of hedgerow within the area identified by green line on sheet 2 of the hedgerow and tree protection order plan
AB18	Removal of part of approximately 209m of hedgerow within the area identified by green line on sheet 2 of the hedgerow and tree protection order plan
AB3	Removal of part of approximately 156m of hedgerow within the area identified by green line on sheet 2 of the hedgerow and tree protection order plan
AB4	Removal of part of approximately 172m of hedgerow within the area identified by green line on sheet 2 of the hedgerow and tree protection order plan
AB5	Removal of part of approximately 262m of hedgerow within the area identified by green line on sheet 2 of the hedgerow and tree protection order plan

AB6	Removal of part of approximately 180m of hedgerow within the area identified by green line on sheet 2 of the hedgerow and tree protection order plan
AB7	Removal of part of approximately 174m of hedgerow within the area identified by green line on sheet 2 of the hedgerow and tree protection order plan
CR1aB01	Removal of part of approximately 214m of hedgerow within the area identified by green line on sheet 2 of the hedgerow and tree protection order plan
CR1aB03	Removal of part of approximately 80m of hedgerow within the area identified by green line on sheet 2 of the hedgerow and tree protection order plan
CR1aB04	Removal of part of approximately 433m of hedgerow within the area identified by green line on sheet 2 of the hedgerow and tree protection order plan
H215	Removal of part of approximately 25m of hedgerow within the area identified by green line on sheet 2 of the hedgerow and tree protection order plan
A2B10.1	Removal of part of approximately 600m of hedgerow within the area identified by green line on sheet 3 of the hedgerow and tree protection order plan
A2B10.2	Removal of part of approximately 227m of hedgerow within the area identified by green line on sheet 3 of the hedgerow and tree protection order plan
A2B11	Removal of part of approximately 295m of hedgerow within the area identified by green line on sheet 3 of the hedgerow and tree protection order plan
A2B12	Removal of part of approximately 624m of hedgerow within the area identified by green line on sheet 3 of the hedgerow and tree protection order plan
A2B2	Removal of part of approximately 503m of hedgerow within the area identified by green line on sheet 3 of the hedgerow and tree protection order plan
A2B3	Removal of part of approximately 176m of hedgerow within the area identified by green line on sheet 3 of the hedgerow and tree protection order plan
A2B7	Removal of part of approximately 545m of hedgerow within the area identified by green line on sheet 3 of the hedgerow and tree protection order plan
A2B8	Removal of part of approximately 286m of hedgerow within the area identified by green line on sheet 3 of the hedgerow and tree protection order plan

CR1aB05	Removal of part of approximately 187m of hedgerow within the area identified by green line on sheet 3 of the hedgerow and tree protection order plan
CR1aB06	Removal of part of approximately 346m of hedgerow within the area identified by green line on sheet 3 of the hedgerow and tree protection order plan
CR1aB07	Removal of part of approximately 195m of hedgerow within the area identified by green line on sheet 3 of the hedgerow and tree protection order plan
CR1aB08	Removal of part of approximately 225m of hedgerow within the area identified by green line on sheet 3 of the hedgerow and tree protection order plan
CR1aB09	Removal of part of approximately 246m of hedgerow within the area identified by green line on sheet 3 of the hedgerow and tree protection order plan
CR1aB10	Removal of part of approximately 730m of hedgerow within the area identified by green line on sheet 3 of the hedgerow and tree protection order plan
CR1aB11	Removal of part of approximately 278m of hedgerow within the area identified by green line on sheet 3 of the hedgerow and tree protection order plan
CR1aB14	Removal of part of approximately 221m of hedgerow within the area identified by green line on sheet 3 of the hedgerow and tree protection order plan
CR1aB15	Removal of part of approximately 229m of hedgerow within the area identified by green line on sheet 3 of the hedgerow and tree protection order plan
CR1aB16	Removal of part of approximately 449m of hedgerow within the area identified by green line on sheet 3 of the hedgerow and tree protection order plan
H242	Removal of part of approximately 182m of hedgerow within the area identified by green line on sheet 3 of the hedgerow and tree protection order plan
H4	Removal of part of approximately 69m of hedgerow within the area identified by green line on sheet 3 of the hedgerow and tree protection order plan
CR1aB17	Removal of part of approximately 378m of hedgerow within the area identified by green line on sheet 4 of the hedgerow and tree protection order plan
CR1aB18.2	Removal of part of approximately 65m of hedgerow within the area identified by green line on sheet 4 of the hedgerow and tree protection order plan

CR1aB19.3	Removal of part of approximately 51m of hedgerow within the area identified by green line on sheet 4 of the hedgerow and tree protection order plan
CR1aB19.4	Removal of part of approximately 19m of hedgerow within the area identified by green line on sheet 4 of the hedgerow and tree protection order plan
CR1aB20	Removal of part of approximately 108m of hedgerow within the area identified by green line on sheet 4 of the hedgerow and tree protection order plan
CR1aB22	Removal of part of approximately 279m of hedgerow within the area identified by green line on sheet 4 of the hedgerow and tree protection order plan
CR1B1	Removal of part of approximately 200m of hedgerow within the area identified by green line on sheet 4 of the hedgerow and tree protection order plan
CR1B10	Removal of part of approximately 113m of hedgerow within the area identified by green line on sheet 4 of the hedgerow and tree protection order plan
CR1B2	Removal of part of approximately 192m of hedgerow within the area identified by green line on sheet 4 of the hedgerow and tree protection order plan
CR1B3	Removal of part of approximately 259m of hedgerow within the area identified by green line on sheet 4 of the hedgerow and tree protection order plan
CR1B7.1	Removal of part of approximately 193m of hedgerow within the area identified by green line on sheet 4 of the hedgerow and tree protection order plan
CR1B8.2	Removal of part of approximately 539m of hedgerow within the area identified by green line on sheet 4 of the hedgerow and tree protection order plan
CR1B9	Removal of part of approximately 392m of hedgerow within the area identified by green line on sheet 4 of the hedgerow and tree protection order plan
CR1B4	Removal of part of approximately 396m of hedgerow within the area identified by green line on sheet 5 of the hedgerow and tree protection order plan
CR1B7.2	Removal of part of approximately 811m of hedgerow within the area identified by green line on sheet 5 of the hedgerow and tree protection order plan
CR1B8.1	Removal of part of approximately 569m of hedgerow within the area identified by green line on sheet 5 of the hedgerow and tree protection order plan

CR1bB19	Removal of part of approximately 389m of hedgerow within the area identified by green line on sheet 5 of the hedgerow and tree protection order plan
CR1bB22	Removal of part of approximately 227m of hedgerow within the area identified by green line on sheet 5 of the hedgerow and tree protection order plan
CR2aB1	Removal of part of approximately 356m of hedgerow within the area identified by green line on sheet 5 of the hedgerow and tree protection order plan
CR2aB2	Removal of part of approximately 299m of hedgerow within the area identified by green line on sheet 5 of the hedgerow and tree protection order plan
CR2aB3.1	Removal of part of approximately 62m of hedgerow within the area identified by green line on sheet 5 of the hedgerow and tree protection order plan
CR2aB6	Removal of part of approximately 268m of hedgerow within the area identified by green line on sheet 5 of the hedgerow and tree protection order plan
BB1	Removal of part of approximately 346m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
BB10	Removal of part of approximately 479m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
BB11	Removal of part of approximately 209m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
BB12	Removal of part of approximately 403m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
BB13	Removal of part of approximately 223m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
BB14	Removal of part of approximately 96m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
BB2.1	Removal of part of approximately 154m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
BB2.2	Removal of part of approximately 14m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan

BB3	Removal of part of approximately 459m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
BB4	Removal of part of approximately 369m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
BB5	Removal of part of approximately 204m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
BB6	Removal of part of approximately 638m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
BB7	Removal of part of approximately 365m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
BB8	Removal of part of approximately 421m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
BB9.1	Removal of part of approximately 350m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
BB9.2	Removal of part of approximately 113m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
CR1bB1	Removal of part of approximately 230m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
CR1bB10.1	Removal of part of approximately 208m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
CR1bB10.2	Removal of part of approximately 316m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
CR1bB10.3	Removal of part of approximately 208m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
CR1bB11.1	Removal of part of approximately 208m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
CR1bB11.2	Removal of part of approximately 254m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan

CR1bB12.1	Removal of part of approximately 298m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
CR1bB12.2	Removal of part of approximately 375m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
CR1bB12.3	Removal of part of approximately 312m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
CR1bB13	Removal of part of approximately 117m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
CR1bB14	Removal of part of approximately 286m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
CR1bB15	Removal of part of approximately 293m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
CR1bB16	Removal of part of approximately 512m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
CR1bB17	Removal of part of approximately 411m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
CR1bB18	Removal of part of approximately 596m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
CR1bB2	Removal of part of approximately 38m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
CR1bB20	Removal of part of approximately 359m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
CR1bB21	Removal of part of approximately 222m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
CR1bB3	Removal of part of approximately 109m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
CR1bB4	Removal of part of approximately 102m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan

CR1bB5	Removal of part of approximately 75m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
CR1bB6	Removal of part of approximately 376m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
CR1bB7	Removal of part of approximately 345m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
CR1bB8	Removal of part of approximately 359m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
CR1bB9	Removal of part of approximately 393m of hedgerow within the area identified by green line on sheet 6 of the hedgerow and tree protection order plan
CB1	Removal of part of approximately 251m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan
CB10	Removal of part of approximately 168m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan
CB13	Removal of part of approximately 360m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan
CB14	Removal of part of approximately 257m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan
CB15	Removal of part of approximately 237m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan
CB16	Removal of part of approximately 149m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan
CB17	Removal of part of approximately 317m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan
CB18	Removal of part of approximately 208m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan
CB19	Removal of part of approximately 481m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan

CB2	Removal of part of approximately 293m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan
CB20	Removal of part of approximately 220m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan
CB3	Removal of part of approximately 113m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan
CB4	Removal of part of approximately 285m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan
CB6	Removal of part of approximately 274m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan
CB7	Removal of part of approximately 125m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan
CB8	Removal of part of approximately 155m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan
CB9	Removal of part of approximately 120m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan
CR2aB7	Removal of part of approximately 493m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan
CR3aB1	Removal of part of approximately 256m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan
CR3aB2	Removal of part of approximately 321m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan
CR3aB3	Removal of part of approximately 243m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan
CR3aB3	Removal of part of approximately 468m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan
CR3aB4	Removal of part of approximately 247m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan

CR3aB5.1	Removal of part of approximately 56m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan
CR3aB5.2	Removal of part of approximately 117m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan
CR3bB1	Removal of part of approximately 206m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan
DB1.1	Removal of part of approximately 249m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan
DB1.2	Removal of part of approximately 20m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan
DB2	Removal of part of approximately 300m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan
DB4	Removal of part of approximately 155m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan
DB5	Removal of part of approximately 316m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan
DB6	Removal of part of approximately 267m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan
DB7	Removal of part of approximately 394m of hedgerow within the area identified by green line on sheet 7 of the hedgerow and tree protection order plan
CR4B1.1	Removal of part of approximately 125m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
CR4B1.2	Removal of part of approximately 62m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
CR4B2	Removal of part of approximately 258m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
CR4B3	Removal of part of approximately 84m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan

CR4B4	Removal of part of approximately 322m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
CR5aB1	Removal of part of approximately 181m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
CR5aB2.1	Removal of part of approximately 118m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
CR5aB2.2	Removal of part of approximately 84m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
DB10.1	Removal of part of approximately 195m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
DB10.2	Removal of part of approximately 147m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
DB11	Removal of part of approximately 613m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
DB12	Removal of part of approximately 597m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
DB8	Removal of part of approximately 349m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
DB9	Removal of part of approximately 233m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
EB1	Removal of part of approximately 118m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
EB13	Removal of part of approximately 222m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
EB17	Removal of part of approximately 334m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
EB18.1	Removal of part of approximately 131m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan

EB18.2	Removal of part of approximately 14m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
EB19	Removal of part of approximately 85m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
EB2	Removal of part of approximately 177m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
EB22	Removal of part of approximately 226m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
EB23	Removal of part of approximately 158m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
EB24	Removal of part of approximately 126m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
EB25	Removal of part of approximately 243m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
EB3	Removal of part of approximately 253m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
EB31	Removal of part of approximately 441m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
EB32	Removal of part of approximately 234m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
EB33	Removal of part of approximately 183m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
EB34	Removal of part of approximately 393m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
EB36	Removal of part of approximately 110m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
EB37	Removal of part of approximately 242m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan

EB38	Removal of part of approximately 184m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
EB39	Removal of part of approximately 109m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
EB4.2	Removal of part of approximately 177m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
EB40	Removal of part of approximately 281m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
EB42	Removal of part of approximately 230m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
EB43	Removal of part of approximately 332m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
EB44	Removal of part of approximately 465m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
EB45	Removal of part of approximately 378m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
EB46	Removal of part of approximately 249m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
EB47	Removal of part of approximately 297m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
EB48.1	Removal of part of approximately 213m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
EB48.2	Removal of part of approximately 113m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
EB49	Removal of part of approximately 262m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
EB50	Removal of part of approximately 249m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan

EB7	Removal of part of approximately 334m of hedgerow within the area identified by green line on sheet 8 of the hedgerow and tree protection order plan
CR5bB2	Removal of part of approximately 201m of hedgerow within the area identified by green line on sheet 9 of the hedgerow and tree protection order plan
EB58	Removal of part of approximately 295m of hedgerow within the area identified by green line on sheet 9 of the hedgerow and tree protection order plan
EB61	Removal of part of approximately 669m of hedgerow within the area identified by green line on sheet 9 of the hedgerow and tree protection order plan
EB62	Removal of part of approximately 280m of hedgerow within the area identified by green line on sheet 9 of the hedgerow and tree protection order plan
EB64	Removal of part of approximately 387m of hedgerow within the area identified by green line on sheet 9 of the hedgerow and tree protection order plan
EB65	Removal of part of approximately 507m of hedgerow within the area identified by green line on sheet 9 of the hedgerow and tree protection order plan
EB67	Removal of part of approximately 383m of hedgerow within the area identified by green line on sheet 9 of the hedgerow and tree protection order plan
EB72	Removal of part of approximately 177m of hedgerow within the area identified by green line on sheet 9 of the hedgerow and tree protection order plan
EB75	Removal of part of approximately 448m of hedgerow within the area identified by green line on sheet 9 of the hedgerow and tree protection order plan
CR5aB10.1	Removal of part of approximately 532m of hedgerow within the area identified by green line on sheet 10 of the hedgerow and tree protection order plan
CR5aB11	Removal of part of approximately 245m of hedgerow within the area identified by green line on sheet 10 of the hedgerow and tree protection order plan
CR5aB12	Removal of part of approximately 218m of hedgerow within the area identified by green line on sheet 10 of the hedgerow and tree protection order plan
CR5aB13	Removal of part of approximately 128m of hedgerow within the area identified by green line on sheet 10 of the hedgerow and tree protection order plan

CR5aB19	Removal of part of approximately 106m of hedgerow within the area identified by green line on sheet 10 of the hedgerow and tree protection order plan
CR5aB3	Removal of part of approximately 373m of hedgerow within the area identified by green line on sheet 10 of the hedgerow and tree protection order plan
CR5aB5	Removal of part of approximately 476m of hedgerow within the area identified by green line on sheet 10 of the hedgerow and tree protection order plan
CR5aB7	Removal of part of approximately 560m of hedgerow within the area identified by green line on sheet 10 of the hedgerow and tree protection order plan
EB53	Removal of part of approximately 388m of hedgerow within the area identified by green line on sheet 10 of the hedgerow and tree protection order plan
EB55.1	Removal of part of approximately 36m of hedgerow within the area identified by green line on sheet 10 of the hedgerow and tree protection order plan
EB55.2	Removal of part of approximately 173m of hedgerow within the area identified by green line on sheet 10 of the hedgerow and tree protection order plan
EB56	Removal of part of approximately 252m of hedgerow within the area identified by green line on sheet 10 of the hedgerow and tree protection order plan
EB57	Removal of part of approximately 197m of hedgerow within the area identified by green line on sheet 10 of the hedgerow and tree protection order plan
EB73	Removal of part of approximately 320m of hedgerow within the area identified by green line on sheet 10 of the hedgerow and tree protection order plan
EB74	Removal of part of approximately 231m of hedgerow within the area identified by green line on sheet 10 of the hedgerow and tree protection order plan
EB76	Removal of part of approximately 390m of hedgerow within the area identified by green line on sheet 10 of the hedgerow and tree protection order plan
EB78	Removal of part of approximately 146m of hedgerow within the area identified by green line on sheet 10 of the hedgerow and tree protection order plan
EB83	Removal of part of approximately 269m of hedgerow within the area identified by green line on sheet 10 of the hedgerow and tree protection order plan

EB84.2	Removal of part of approximately 97m of hedgerow within the area identified by green line on sheet 10 of the hedgerow and tree protection order plan
EB86.1	Removal of part of approximately 209m of hedgerow within the area identified by green line on sheet 10 of the hedgerow and tree protection order plan
EB88	Removal of part of approximately 30m of hedgerow within the area identified by green line on sheet 10 of the hedgerow and tree protection order plan
EB89	Removal of part of approximately 160m of hedgerow within the area identified by green line on sheet 10 of the hedgerow and tree protection order plan
EB90	Removal of part of approximately 238m of hedgerow within the area identified by green line on sheet 10 of the hedgerow and tree protection order plan
EB91	Removal of part of approximately 353m of hedgerow within the area identified by green line on sheet 10 of the hedgerow and tree protection order plan
CR5aB23	Removal of part of approximately 407m of hedgerow within the area identified by green line on sheet 11 of the hedgerow and tree protection order plan
CR5aB24	Removal of part of approximately 476m of hedgerow within the area identified by green line on sheet 11 of the hedgerow and tree protection order plan
CR5aB25	Removal of part of approximately 312m of hedgerow within the area identified by green line on sheet 11 of the hedgerow and tree protection order plan
CR5aB26	Removal of part of approximately 142m of hedgerow within the area identified by green line on sheet 11 of the hedgerow and tree protection order plan
CR5aB32	Removal of part of approximately 279m of hedgerow within the area identified by green line on sheet 11 of the hedgerow and tree protection order plan
CR5aB33	Removal of part of approximately 165m of hedgerow within the area identified by green line on sheet 11 of the hedgerow and tree protection order plan
CR5aB35	Removal of part of approximately 292m of hedgerow within the area identified by green line on sheet 11 of the hedgerow and tree protection order plan
CR5aB37	Removal of part of approximately 114m of hedgerow within the area identified by green line on sheet 11 of the hedgerow and tree protection order plan

CR5aB40	Removal of part of approximately 159m of hedgerow within the area identified by green line on sheet 12 of the hedgerow and tree protection order plan
CR5aB45	Removal of part of approximately 225m of hedgerow within the area identified by green line on sheet 12 of the hedgerow and tree protection order plan
CR5aB46	Removal of part of approximately 228m of hedgerow within the area identified by green line on sheet 12 of the hedgerow and tree protection order plan
CR5aB47	Removal of part of approximately 140m of hedgerow within the area identified by green line on sheet 12 of the hedgerow and tree protection order plan
CR6B5.1	Removal of part of approximately 41m of hedgerow within the area identified by green line on sheet 12 of the hedgerow and tree protection order plan
CR6B5.10	Removal of part of approximately 334m of hedgerow within the area identified by green line on sheet 12 of the hedgerow and tree protection order plan
CR6B5.11	Removal of part of approximately 357m of hedgerow within the area identified by green line on sheet 12 of the hedgerow and tree protection order plan
CR6B5.3	Removal of part of approximately 413m of hedgerow within the area identified by green line on sheet 12 of the hedgerow and tree protection order plan
CR6B5.5	Removal of part of approximately 154m of hedgerow within the area identified by green line on sheet 12 of the hedgerow and tree protection order plan
CR6B5.6	Removal of part of approximately 136m of hedgerow within the area identified by green line on sheet 12 of the hedgerow and tree protection order plan
CR6B5.7	Removal of part of approximately 46m of hedgerow within the area identified by green line on sheet 12 of the hedgerow and tree protection order plan
CR6B5.8	Removal of part of approximately 290m of hedgerow within the area identified by green line on sheet 12 of the hedgerow and tree protection order plan
CR6B5.9	Removal of part of approximately 360m of hedgerow within the area identified by green line on sheet 12 of the hedgerow and tree protection order plan
BESSB1	Removal of part of approximately 230m of hedgerow within the area identified by green line on sheet 13 of the hedgerow and tree protection order plan

BESSB2	Removal of part of approximately 132m of hedgerow within the area identified by green line on sheet 13 of the hedgerow and tree protection order plan
BESSB3.2	Removal of part of approximately 409m of hedgerow within the area identified by green line on sheet 13 of the hedgerow and tree protection order plan
BESSB4	Removal of part of approximately 130m of hedgerow within the area identified by green line on sheet 13 of the hedgerow and tree protection order plan
BESSB6	Removal of part of approximately 303m of hedgerow within the area identified by green line on sheet 13 of the hedgerow and tree protection order plan
CR7B1	Removal of part of approximately 245m of hedgerow within the area identified by green line on sheet 13 of the hedgerow and tree protection order plan
CR7B2	Removal of part of approximately 416m of hedgerow within the area identified by green line on sheet 13 of the hedgerow and tree protection order plan
CR7B3	Removal of part of approximately 334m of hedgerow within the area identified by green line on sheet 13 of the hedgerow and tree protection order plan
CR7B4	Removal of part of approximately 129m of hedgerow within the area identified by green line on sheet 13 of the hedgerow and tree protection order plan
CR7B6	Removal of part of approximately 142m of hedgerow within the area identified by green line on sheet 13 of the hedgerow and tree protection order plan
CR7B10	Removal of part of approximately 307m of hedgerow within the area identified by green line on sheet 14 of the hedgerow and tree protection order plan
CR7B12	Removal of part of approximately 344m of hedgerow within the area identified by green line on sheet 14 of the hedgerow and tree protection order plan
CR7B13	Removal of part of approximately 696m of hedgerow within the area identified by green line on sheet 14 of the hedgerow and tree protection order plan
CR7B8	Removal of part of approximately 172m of hedgerow within the area identified by green line on sheet 14 of the hedgerow and tree protection order plan
CR7B9	Removal of part of approximately 276m of hedgerow within the area identified by green line on sheet 14 of the hedgerow and tree protection order plan

CR8B1	Removal of part of approximately 33m of hedgerow within the area identified by green line on sheet 14 of the hedgerow and tree protection order plan
CR8B2.1	Removal of part of approximately 358m of hedgerow within the area identified by green line on sheet 14 of the hedgerow and tree protection order plan
FB28.1	Removal of part of approximately 384m of hedgerow within the area identified by green line on sheet 14 of the hedgerow and tree protection order plan
FB28.2	Removal of part of approximately 266m of hedgerow within the area identified by green line on sheet 14 of the hedgerow and tree protection order plan
FB29	Removal of part of approximately 236m of hedgerow within the area identified by green line on sheet 14 of the hedgerow and tree protection order plan
FB30	Removal of part of approximately 229m of hedgerow within the area identified by green line on sheet 14 of the hedgerow and tree protection order plan
FB32	Removal of part of approximately 176m of hedgerow within the area identified by green line on sheet 14 of the hedgerow and tree protection order plan
FB33	Removal of part of approximately 367m of hedgerow within the area identified by green line on sheet 14 of the hedgerow and tree protection order plan
FB34	Removal of part of approximately 270m of hedgerow within the area identified by green line on sheet 14 of the hedgerow and tree protection order plan
FB35.1	Removal of part of approximately 425m of hedgerow within the area identified by green line on sheet 14 of the hedgerow and tree protection order plan
FB35.2	Removal of part of approximately 73m of hedgerow within the area identified by green line on sheet 14 of the hedgerow and tree protection order plan
FB36	Removal of part of approximately 287m of hedgerow within the area identified by green line on sheet 14 of the hedgerow and tree protection order plan
FB46	Removal of part of approximately 215m of hedgerow within the area identified by green line on sheet 14 of the hedgerow and tree protection order plan
FB47	Removal of part of approximately 324m of hedgerow within the area identified by green line on sheet 14 of the hedgerow and tree protection order plan

FB1	Removal of part of approximately 290m of hedgerow within the area identified by green line on sheet 15 of the hedgerow and tree protection order plan
FB10	Removal of part of approximately 384m of hedgerow within the area identified by green line on sheet 15 of the hedgerow and tree protection order plan
FB12	Removal of part of approximately 232m of hedgerow within the area identified by green line on sheet 15 of the hedgerow and tree protection order plan
FB13	Removal of part of approximately 70m of hedgerow within the area identified by green line on sheet 15 of the hedgerow and tree protection order plan
FB14.1	Removal of part of approximately 457m of hedgerow within the area identified by green line on sheet 15 of the hedgerow and tree protection order plan
FB14.2	Removal of part of approximately 204m of hedgerow within the area identified by green line on sheet 15 of the hedgerow and tree protection order plan
FB19	Removal of part of approximately 262m of hedgerow within the area identified by green line on sheet 15 of the hedgerow and tree protection order plan
FB2	Removal of part of approximately 594m of hedgerow within the area identified by green line on sheet 15 of the hedgerow and tree protection order plan
FB21	Removal of part of approximately 315m of hedgerow within the area identified by green line on sheet 15 of the hedgerow and tree protection order plan
FB22	Removal of part of approximately 283m of hedgerow within the area identified by green line on sheet 15 of the hedgerow and tree protection order plan
FB25	Removal of part of approximately 105m of hedgerow within the area identified by green line on sheet 15 of the hedgerow and tree protection order plan
FB4	Removal of part of approximately 174m of hedgerow within the area identified by green line on sheet 15 of the hedgerow and tree protection order plan
FB41	Removal of part of approximately 420m of hedgerow within the area identified by green line on sheet 15 of the hedgerow and tree protection order plan
FB49	Removal of part of approximately 499m of hedgerow within the area identified by green line on sheet 15 of the hedgerow and tree protection order plan

FB5	Removal of part of approximately 459m of hedgerow within the area identified by green line on sheet 15 of the hedgerow and tree protection order plan
FB50	Removal of part of approximately 151m of hedgerow within the area identified by green line on sheet 15 of the hedgerow and tree protection order plan
FB51.1	Removal of part of approximately 106m of hedgerow within the area identified by green line on sheet 15 of the hedgerow and tree protection order plan
FB51.2	Removal of part of approximately 27m of hedgerow within the area identified by green line on sheet 15 of the hedgerow and tree protection order plan
FB52	Removal of part of approximately 251m of hedgerow within the area identified by green line on sheet 15 of the hedgerow and tree protection order plan
FB53	Removal of part of approximately 315m of hedgerow within the area identified by green line on sheet 15 of the hedgerow and tree protection order plan
FB54	Removal of part of approximately 225m of hedgerow within the area identified by green line on sheet 15 of the hedgerow and tree protection order plan
FB55	Removal of part of approximately 240m of hedgerow within the area identified by green line on sheet 15 of the hedgerow and tree protection order plan
FB58	Removal of part of approximately 222m of hedgerow within the area identified by green line on sheet 15 of the hedgerow and tree protection order plan
FB60	Removal of part of approximately 262m of hedgerow within the area identified by green line on sheet 15 of the hedgerow and tree protection order plan
FB62	Removal of part of approximately 485m of hedgerow within the area identified by green line on sheet 15 of the hedgerow and tree protection order plan
FB9	Removal of part of approximately 357m of hedgerow within the area identified by green line on sheet 15 of the hedgerow and tree protection order plan
CR8B2.2	Removal of part of approximately 312m of hedgerow within the area identified by green line on sheet 16 of the hedgerow and tree protection order plan
CR8B3	Removal of part of approximately 253m of hedgerow within the area identified by green line on sheet 16 of the hedgerow and tree protection order plan

CR8B4	Removal of part of approximately 417m of hedgerow within the area identified by green line on sheet 16 of the hedgerow and tree protection order plan
CR8B5	Removal of part of approximately 469m of hedgerow within the area identified by green line on sheet 16 of the hedgerow and tree protection order plan
CR8B6	Removal of part of approximately 186m of hedgerow within the area identified by green line on sheet 16 of the hedgerow and tree protection order plan
CR8B7	Removal of part of approximately 270m of hedgerow within the area identified by green line on sheet 16 of the hedgerow and tree protection order plan
FB61	Removal of part of approximately 391m of hedgerow within the area identified by green line on sheet 16 of the hedgerow and tree protection order plan
FB63	Removal of part of approximately 389m of hedgerow within the area identified by green line on sheet 16 of the hedgerow and tree protection order plan
FB66	Removal of part of approximately 194m of hedgerow within the area identified by green line on sheet 16 of the hedgerow and tree protection order plan
FB67.1	Removal of part of approximately 197m of hedgerow within the area identified by green line on sheet 16 of the hedgerow and tree protection order plan
FB67.2	Removal of part of approximately 10m of hedgerow within the area identified by green line on sheet 16 of the hedgerow and tree protection order plan
FB68	Removal of part of approximately 239m of hedgerow within the area identified by green line on sheet 16 of the hedgerow and tree protection order plan
FB69.1	Removal of part of approximately 184m of hedgerow within the area identified by green line on sheet 16 of the hedgerow and tree protection order plan
FB69.2	Removal of part of approximately 89m of hedgerow within the area identified by green line on sheet 16 of the hedgerow and tree protection order plan
FB72	Removal of part of approximately 206m of hedgerow within the area identified by green line on sheet 16 of the hedgerow and tree protection order plan
FB74	Removal of part of approximately 212m of hedgerow within the area identified by green line on sheet 16 of the hedgerow and tree protection order plan

FB77	Removal of part of approximately 442m of hedgerow within the area identified by green line on sheet 16 of the hedgerow and tree protection order plan
FB81	Removal of part of approximately 441m of hedgerow within the area identified by green line on sheet 16 of the hedgerow and tree protection order plan
FB84	Removal of part of approximately 607m of hedgerow within the area identified by green line on sheet 16 of the hedgerow and tree protection order plan
CR9B3	Removal of part of approximately 314m of hedgerow within the area identified by green line on sheet 17 of the hedgerow and tree protection order plan
CR9B5.1	Removal of part of approximately 174m of hedgerow within the area identified by green line on sheet 17 of the hedgerow and tree protection order plan
FB78.1	Removal of part of approximately 159m of hedgerow within the area identified by green line on sheet 17 of the hedgerow and tree protection order plan
FB78.2	Removal of part of approximately 47m of hedgerow within the area identified by green line on sheet 17 of the hedgerow and tree protection order plan
FB79	Removal of part of approximately 211m of hedgerow within the area identified by green line on sheet 17 of the hedgerow and tree protection order plan
FB80	Removal of part of approximately 574m of hedgerow within the area identified by green line on sheet 17 of the hedgerow and tree protection order plan
FB82	Removal of part of approximately 319m of hedgerow within the area identified by green line on sheet 17 of the hedgerow and tree protection order plan
FB83	Removal of part of approximately 333m of hedgerow within the area identified by green line on sheet 17 of the hedgerow and tree protection order plan
GB1	Removal of part of approximately 218m of hedgerow within the area identified by green line on sheet 17 of the hedgerow and tree protection order plan
GB2	Removal of part of approximately 227m of hedgerow within the area identified by green line on sheet 17 of the hedgerow and tree protection order plan
GB4	Removal of part of approximately 300m of hedgerow within the area identified by green line on sheet 17 of the hedgerow and tree protection order plan

GB9	Removal of part of approximately 454m of hedgerow within the area identified by green line on sheet 17 of the hedgerow and tree protection order plan
H234	Removal of part of approximately 496m of hedgerow within the area identified by green line on sheet 17 of the hedgerow and tree protection order plan
CR9B10	Removal of part of approximately 271m of hedgerow within the area identified by green line on sheet 18 of the hedgerow and tree protection order plan
CR9B6	Removal of part of approximately 584m of hedgerow within the area identified by green line on sheet 18 of the hedgerow and tree protection order plan
CR9B7	Removal of part of approximately 134m of hedgerow within the area identified by green line on sheet 18 of the hedgerow and tree protection order plan
CR9B8	Removal of part of approximately 35m of hedgerow within the area identified by green line on sheet 18 of the hedgerow and tree protection order plan
CR9B9	Removal of part of approximately 321m of hedgerow within the area identified by green line on sheet 18 of the hedgerow and tree protection order plan
GB11	Removal of part of approximately 203m of hedgerow within the area identified by green line on sheet 18 of the hedgerow and tree protection order plan
GB12	Removal of part of approximately 225m of hedgerow within the area identified by green line on sheet 18 of the hedgerow and tree protection order plan
GB13	Removal of part of approximately 299m of hedgerow within the area identified by green line on sheet 18 of the hedgerow and tree protection order plan
GB14	Removal of part of approximately 499m of hedgerow within the area identified by green line on sheet 18 of the hedgerow and tree protection order plan
GB15	Removal of part of approximately 728m of hedgerow within the area identified by green line on sheet 18 of the hedgerow and tree protection order plan
GB17	Removal of part of approximately 81m of hedgerow within the area identified by green line on sheet 18 of the hedgerow and tree protection order plan
GB18	Removal of part of approximately 355m of hedgerow within the area identified by green line on sheet 18 of the hedgerow and tree protection order plan

GB19	Removal of part of approximately 180m of hedgerow within the area identified by green line on sheet 18 of the hedgerow and tree protection order plan
GB20	Removal of part of approximately 275m of hedgerow within the area identified by green line on sheet 18 of the hedgerow and tree protection order plan
GB21	Removal of part of approximately 474m of hedgerow within the area identified by green line on sheet 18 of the hedgerow and tree protection order plan
GB5	Removal of part of approximately 295m of hedgerow within the area identified by green line on sheet 18 of the hedgerow and tree protection order plan
GB6	Removal of part of approximately 69m of hedgerow within the area identified by green line on sheet 18 of the hedgerow and tree protection order plan
GB7	Removal of part of approximately 183m of hedgerow within the area identified by green line on sheet 18 of the hedgerow and tree protection order plan
GB8	Removal of part of approximately 218m of hedgerow within the area identified by green line on sheet 18 of the hedgerow and tree protection order plan

(3) To extent to which each hedgerow listed in this table may be removed is controlled by the landscape and ecological management plan, pursuant to article 40(4) of the Order.

SCHEDULE 13

Article 42

DOCUMENTS AND PLANS TO BE CERTIFIED

PART 1

DOCUMENTS AND PLANS

(1) *Document name*	*(2)* *Document reference*	*(3)* *Revision number*	*(4)* *Date*
Access to works plan	GH2.7	A	December 2025
Archaeological mitigation strategy	GH6.3.12.6	B	February 2026
Book of reference	GH4.3	F	April 2026
Concept design parameters and principles	GH7.17	C	March 2026
Environmental statement	GH6.1	-	May 2025
Hedgerow and tree protection order plan	GH2.11	B	December 2025
Land plan	GH2.2	E	February 2026
Outline battery storage safety management plan	GH7.7	B	February 2026
Outline construction environmental management plan	GH7.1	D	April 2026
Outline construction traffic management plan	GH7.9	C	March 2026
Outline decommissioning statement	GH7.3	C	March 2026
Outline drainage strategy	GH6.3.10.1	B	February 2026
Outline ecological protection and mitigation strategy	GH7.5	E	April 2026
Outline landscape and ecological management plan	GH7.4	E	March 2026
Outline operational environmental management plan	GH7.2	D	March 2026
Outline operational traffic management plan	GH7.25	A	November 2025
Outline public rights of way and permissive paths management plan	GH7.10	C	March 2026

Outline skills, supply chain and employment plan	GH7.8	-	May 2025
Outline soil management plan	GH7.6	A	March 2026
Public rights of way plan	GH2.6	C	December 2025
Streets plan	GH2.5	C	December 2025
Works plan	GH2.4	G	March 2026
Written scheme of investigation: archaeological trenching	GH8.2.17	-	February 2026

PART 2

SUBSTITUTE AND SUPPLEMENTARY DOCUMENTS

(1) Originating Document	*(2) Replacement or supplementary part*	*(3) Document reference*	*(4) Date*	*(5) Examination library reference*
Environmental Statement	Chapter 3: The Development Site	[EX1/GH6.2.3_A]	November 2025	[REP1-029]
Environmental Statement	Chapter 4: Scheme Description	[EX6/GH6.2.4_B]	March 2026	[REP6-011]
Environmental Statement	Chapter 9: Ecology and Biodiversity	[EX6/GH6.2.9_B]	March 2026	[REP6-013]
Environmental Statement	Chapter 10: Hydrology, Flood Risk and Drainage	[EX6/GH6.2.10_C]	February 2026	[REP6-007]
Environmental Statement	Chapter 13: Transport and Access	[EX2/GH6.2.13_A]	November 2025	[REP2-003]
Environmental Statement	Chapter 22: Ground Conditions and Contamination	[EX1/GH6.2.22_A]	November 2025	[REP1-025]
Environmental Statement	Chapter 24: Other Environmental Matters	[EX1/GH6.2.24_A]	November 2025	[REP1-027]
Environmental Statement	Chapter 27: Commitments Register	[EX6/GH6.2.27_A]	March 2026	[REP6-009]
Environmental Statement	Technical Addendum to Chapter 13: Transport and Access	[EX3/GH8.2.6]	December 2025	[REP3-080]

Environmental Statement	Technical Addendum to Chapter 14: Noise and Vibration	[EX1/GH8.4.1]	November 2025	[REP1-168]
Environmental Statement	Technical Addendum to Chapter 15: Glint and Glare	[EX2/GH8.2.4]	November 2025	[REP2-054]

SCHEDULE 14

Article 44

ARBITRATION RULES

Commencing an arbitration

1.—(1) The arbitration is deemed to have commenced when a party ("the claimant") serves a written notice of arbitration on the other party ("the respondent").

(2) The written notice of arbitration must set out—

(a) the parties to the arbitration;

(b) a brief statement of the legal issues between the parties; and

(c) the nature of the relief sought.

Appointment of the arbitrator

2.—(1) Within 14 days of the receipt of the notice of arbitration, the parties must agree and nominate a single arbitrator and notify the arbitrator of their appointment.

(2) If the nominated arbitrator refuses the appointment, the parties must agree and nominate an alternative arbitrator within 14 days of the receipt of the notice of the nominated arbitrator's refusal.

(3) If the parties do not agree and nominate a single arbitrator within the time period stipulated in sub-paragraph (1) (or as the case may be, sub-paragraph (2)), the Secretary of State will, on application by either party after giving written notice to the other party, appoint the a single arbitrator.

Time periods

3.—(1) All time periods in these arbitration rules are measured in days and include weekends, but not bank or public holidays.

(2) Time periods are calculated from the day after the arbitrator is appointed which is either—

(a) the date the arbitrator notifies the parties in writing of his/her acceptance of an appointment by agreement of the parties; or

(b) the date the arbitrator is appointed by the Secretary of State.

Timetable

4.—(1) The timetable for the arbitration is that which is set out in sub-paragraphs (2) to (4) below unless amended in accordance with paragraph 6(5).

(2) Within 28 days of the arbitrator being appointed, the claimant must provide both the respondent and the arbitrator with—

(a) a written statement of claim which describes the nature of the difference between the parties, the legal and factual issues, the claimant's contentions as to those issues, the amount of its claim or the remedy it is seeking; and

(b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports.

(3) Within 28 days of receipt of the claimant's statements under sub-paragraph (2) by the arbitrator and respondent, the respondent must provide the claimant and the arbitrator with—

(a) a written statement of defence consisting of a response to the claimant's statement of claim, its statement in respect of the nature of the difference, the legal and factual issues

in the claimant's claim, its acceptance of any elements of the claimant's claim and its contentions as to those elements of the claimant's claim it does not accept;

(b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports; and

(c) any objection it wishes to make to the claimant's statements, comments on the claimant's expert reports (if submitted by the claimant) and explanations of the objections.

(4) Within 21 days of the respondent serving its statements under sub-paragraph (3), the claimant may make a statement of reply by providing both the respondent and the arbitrator with—

(a) a written statement responding to the respondent's submissions, including its reply in respect of the nature of the difference, the issues (both factual and legal) and its contentions in relation to the issues;

(b) all statements of evidence and copies of documents in response to the respondent's submissions;

(c) any expert report in response to the respondent's submissions;

(d) any objections to the statements of evidence, expert reports or other documents submitted by the respondent; and

(e) its written submissions in response to the legal and factual issues involved.

Procedure

5.—(1) The parties' pleadings, witness statements and expert reports (if any) must be concise. A single pleading must not exceed 30 single-sided A4 pages using 10pt Arial font.

(2) The arbitrator will make an award on the substantive differences based solely on the written material submitted by the parties unless the arbitrator decides that a hearing is necessary to explain or resolve any matters.

(3) Either party may, within two days of delivery of the last submission, request a hearing giving specific reasons why it considers a hearing is required.

(4) Within 14 days of receiving the last submission, the arbitrator must notify the parties whether a hearing is to be held and the length of that hearing.

(5) Within 21 days of the arbitrator advising the parties that a hearing is to be held, the date and venue for the hearing are to be fixed by agreement with the parties, save that if there is no agreement the arbitrator must direct a date and venue which the arbitrator considers is fair and reasonable in all the circumstances. The date for the hearing must not be less than 35 days from the date of the agreement or arbitrator's direction confirming the date and venue of the hearing.

(6) A decision must be made by the arbitrator on whether there is any need for expert evidence to be submitted orally at the hearing. If oral expert evidence is required by the arbitrator, then any experts attending the hearing may be asked questions by the arbitrator.

(7) There is to be no examination or cross-examination of experts, but the arbitrator must invite the parties to ask questions of the experts by way of clarification of any answers given by the experts in response to the arbitrator's questions. Prior to the hearing in relation to the experts—

(a) at least 28 days before a hearing, the arbitrator must provide a list of issues to be addressed by the experts;

(b) if more than one expert is called, they will jointly confer and produce a joint report or reports within 21 days of the issues being provided; and

(c) the form and content of a joint report must be as directed by the arbitrator and must be provided at least seven days before the hearing.

(8) Within 14 days of a hearing or a decision by the arbitrator that no hearing is to be held the parties may by way of exchange provide the arbitrator with a final submission in connection with

the matters in dispute and any submissions on costs. The arbitrator must take these submissions into account in the award.

(9) The arbitrator may make other directions or rulings as considered appropriate in order to ensure that the parties comply with the timetable and procedures to achieve an award on the substantive difference within six months of the date on which the arbitrator is appointed, unless both parties otherwise agree to an extension to the date for the award.

(10) If a party fails to comply with the timetable, procedure or any other direction then the arbitrator may continue in the absence of a party or submission or document, and may make a decision on the information before the arbitrator attaching the appropriate weight to any evidence submitted beyond any timetable or in breach of any procedure or direction.

(11) The arbitrator's award must include reasons. The parties must accept that the extent to which reasons are given must be proportionate to the issues in dispute and the time available to the arbitrator to deliver the award.

Arbitrator's powers

6.—(1) The arbitrator has all the powers of the Arbitration Act 1996, save where modified in this Schedule.

(2) There must be no discovery or disclosure except as may be ordered by the arbitrator under sub-paragraph (3).

(3) The arbitrator may order the parties to produce such documents as are reasonably requested, either by another party no later than the statement of reply or by the arbitrator, where—

(a) in the opinion of the arbitrator the documents are manifestly relevant to the legal issues between the parties;

(b) the documents requested have been specifically identified; and

(c) the arbitrator is satisfied that the burden of production is not excessive.

(4) Any application and orders made under sub-paragraph (3) should be made by way of a Redfern Schedule without any hearing.

(5) Any time limits fixed in accordance with this procedure or by the arbitrator may be varied by agreement between the parties, subject to any such variation being acceptable to and approved by the arbitrator. In the absence of agreement, the arbitrator may vary the timescales or procedure—

(a) if the arbitrator is satisfied that a variation of any fixed time limit is reasonably necessary to avoid a breach of the rules of natural justice and then; and

(b) only for such a period that is necessary to achieve fairness between the parties.

(6) On the date the award is made, the arbitrator will notify the parties that the award is completed, signed and dated, and that it will be issued to the parties on receipt of cleared funds for the arbitrator's fees and expenses.

Costs

7.—(1) The costs of the arbitration must include the fees and expenses of the arbitrator, the reasonable fees and expenses of any experts and the reasonable legal and other costs incurred by the parties for the arbitration.

(2) Where the difference involves connected or interrelated issues, the arbitrator must consider the relevant costs collectively.

(3) The final award must fix the costs of the arbitration and decide which of the parties are to bear them or in what proportion they are to be borne by the parties.

(4) The arbitrator must specify the proportions in which the parties must bear the costs of the arbitration, and in determining such proportions the arbitrator must apply the general principle that each party should bear its own costs, making such adjustments as the arbitrator considers appropriate having regard to all material circumstances, including such matters as exaggerated

claims or defences, the degree of success for different elements of the claims, claims that have incurred substantial costs, the conduct of the parties and the degree of success of a party.

Confidentiality

8.—(1) Hearings in this arbitration are to take place in public unless otherwise agreed by the arbitrator on application from one or both of the parties.

(2) Materials, documents, awards, expert reports and any matters relating to the arbitration are confidential and must not be disclosed to any third party without prior written consent of the other party, save for any application to the courts or where disclosure is required under any legislative or regulatory requirement.

SCHEDULE 15

Article 45

PROTECTIVE PROVISIONS

PART 1

FOR THE PROTECTION OF ELECTRICITY, GAS, WATER AND SEWERAGE UNDERTAKERS

1. For the protection of the utility undertakers referred to in this Part of this Schedule (save for any utility undertakers which are specifically protected by any other Part of this Schedule, which will take precedence), the following provisions have effect, unless otherwise agreed in writing between the undertaker and the utility undertakers concerned.

2. In this Part of this Schedule—

"alternative apparatus" means alternative apparatus adequate to enable the utility undertaker in question to fulfil its statutory functions in a manner not less efficient than previously;

"apparatus" means—

(a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the 1989 Act, belonging to or maintained by that utility undertaker;

(b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply;

(c) in the case of a water undertaker—

(i) mains, pipes or other apparatus belonging to or maintained by that utility undertaker for the purposes of water supply; and

(ii) any water mains or service pipes (or part of a water main or service pipe) that is the subject of an agreement to adopt made under section 51A of the Water Industry Act 1991;

(d) in the case of a sewerage undertaker—

(i) any drain or works vested in the utility undertaker under the Water Industry Act 1991; and

(ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of that Act or an agreement to adopt made under section 104 of that Act,

and includes a sludge main, disposal main (within the meaning of section 219 of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works, and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus; and

(e) any other mains, pipelines or cables that are not the subject of the protective provisions in Parts 2 to 8 of this Schedule;

"functions" includes powers and duties;

"in", in a context referring to apparatus or alternative apparatus in land, includes a reference to apparatus or alternative apparatus under, over or upon land; and

"utility undertaker" means—

(a) any licence holder within the meaning of Part 1 of the 1989 Act;

(b) a gas transporter within the meaning of Part 1 of the Gas Act 1986(**a**);

(c) water undertaker within the meaning of the Water Industry Act 1991;

(d) a sewerage undertaker within the meaning of Part 1 of the Water Industry Act 1991; and

(e) an owner or operator of apparatus within paragraph (e) of the definition of that term,

for the area of the authorised development, and in relation to any apparatus, means the utility undertaker to whom it belongs or by whom it is maintained.

3. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the utility undertaker are regulated by the provisions of Part 3 of the 1991 Act.

4. Regardless of the temporary prohibition or restriction of use of streets under the powers conferred by article 12 (temporary closure, restriction or prohibition of use of streets and public rights of way), a utility undertaker is at liberty at all times to take all necessary access across any such street and to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the prohibition or restriction was in that street.

5. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

6.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or over which access to any apparatus is enjoyed or requires that the utility undertaker's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of a utility undertaker to maintain that apparatus in that land and to gain access to it must not be extinguished, until alternative apparatus has been constructed and is in operation, and access to it has been provided, to the reasonable satisfaction of the utility undertaker in question in accordance with sub-paragraphs (2) to (7).

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to the utility undertaker in question written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order a utility undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the utility undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, the utility undertaker in question must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between the utility undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 44 (arbitration).

(5) The utility undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 44, and after the grant to the utility undertaker of any such facilities and rights as are referred to in sub-paragraph

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(**a**) 1986 c. 44. A new section 7 was substituted by section 5 of the Gas Act 1995 (c. 45), and was further amended by section 76 of the Utilities Act 2000 (c. 27).

(2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the utility undertaker in question that it desires itself to execute any work, or part of any work, in connection with the construction or removal of apparatus in any land controlled by the undertaker, that work, instead of being executed by the utility undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the utility undertaker.

(7) Nothing in sub-paragraph (6) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 300 millimetres of the apparatus.

7.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to a utility undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and the utility undertaker in question or in default of agreement settled by arbitration in accordance with article 44 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the utility undertaker in question than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that utility undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

8.—(1) Not less than 28 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 6(2), the undertaker must submit to the utility undertaker in question a plan, section and description of the works to be executed.

(2) Those works must be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the utility undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the utility undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by a utility undertaker under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If a utility undertaker in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 7 apply as if the removal of the apparatus had been required by the undertaker under paragraph 6(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan, section and description.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to the utility undertaker in question notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable

subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

9.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to a utility undertaker the reasonable expenses incurred by that utility undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 6(2).

(2) There is to be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 44 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the utility undertaker in question by virtue of sub-paragraph (1) is to be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus where such extension is required in consequence of the execution of any such works as are referred to in paragraph 6(2); and

(b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to a utility undertaker in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the utility undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

10.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any of the works referred to in paragraph 6(2), any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of a utility undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any utility undertaker, the undertaker must—

(a) bear and pay the cost reasonably incurred by that utility undertaker in making good such damage or restoring the supply; and

(b) make reasonable compensation to that utility undertaker for any other expenses, loss, damages, penalty or costs incurred by the utility undertaker,

by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of a utility undertaker, its officers, servants, contractors or agents.

(3) A utility undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

11. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and a utility undertaking in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

PART 2

FOR THE PROTECTION OF OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS

12. For the protection of any operator, the following provisions have effect, unless otherwise agreed in writing between the undertaker and the operator.

13. In this Part of this Schedule—

"the 2003 Act" means the Communications Act 2003;

"electronic communications apparatus" has the same meaning as in the electronic communications code;

"electronic communications code" has the same meaning as in section 106 (application of the electronic communications code) of the 2003 Act;

"electronic communications code network" means—

(a) so much of an electronic communications network or conduit system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 of the 2003 Act; and

(b) an electronic communications network which the Secretary of State is providing or proposing to provide;

"electronic communications code operator" means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act; and

"operator" means the operator of an electronic communications code network.

14. The exercise of the powers of article 32 (statutory undertakers) is subject to Part 10 (undertakers' works affecting electronic communications apparatus) of the electronic communications code.

15.—(1) Subject to sub-paragraphs (2) to (4), if as the result of the authorised development or its construction, or of any subsidence resulting from any of those works—

(a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works), or other property of an operator; or

(b) there is any interruption in the supply of the service provided by an operator,

the undertaker must bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and make reasonable compensation to that operator for any other expenses, loss, damages, penalty or costs incurred by it, by reason, or in consequence of, any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an operator, its officers, servants, contractors or agents.

(3) The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand is to be made without the consent of the

undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) Any difference arising between the undertaker and the operator under this Part of this Schedule must be referred to and settled by arbitration under article 44 (arbitration).

16. This Part of this Schedule does not apply to—

(a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act; or

(b) any damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised development.

17. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and an operator in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

PART 3

FOR THE PROTECTION OF NATIONAL GRID ELECTRICITY TRANSMISSION PLC

Application

18.—(1) For the protection of National Grid as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing, between the undertaker and National Grid.

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Grid, where the benefit of this Order is transferred or granted to another person under article 37 (consent to transfer the benefit of the Order)—

(a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between National Grid and the transferee or grantee (as the case may be); and

(b) written notice of the transfer or grant must be given to National Grid on or before the date of that transfer or grant.

(3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to National Grid (but without prejudice to paragraph 33(3)(b)).

Interpretation

19. In this Part of this Schedule—

"acceptable credit provider" means a bank or financial institution with a credit rating that is not lower than: (i) "A-" if the rating is assigned by Standard & Poor's Ratings Group or Fitch Ratings; and "A3" if the rating is assigned by Moody's Investors Services Inc.;

"acceptable insurance" means general third party liability insurance effected and maintained by the undertaker or its contractor with a combined property damage and bodily injury limit of indemnity of not less than £50,000,000.00 (fifty million pounds) per occurrence or series of occurrences arising out of one event or such lower amount as approved by National Grid. Such insurance must be maintained during the construction period of the authorised works and in respect of any maintenance works to the authorised development by or on behalf of the undertaker which constitute specified works and such insurance must be arranged with an insurer whose security/credit rating meets the same requirements as an "acceptable credit provider", such insurance to include (without limitation)—

(a) a waiver of subrogation and an indemnity to principal clause in favour of National Grid;

(b) pollution liability for third party property damage and third party bodily damage arising from any pollution/contamination event with a (sub)limit of indemnity of not less than £10,000,000.00 (ten million pounds) per occurrence or series of occurrences arising out of one event or £20,000,000.00 (twenty million pounds) in aggregate;

"acceptable security" means either—

(a) a parent company guarantee from a parent company in favour of National Grid to cover the undertaker's liability to National Grid to a total liability cap of £50,000,000.00 (fifty million pounds) or such lower amount as approved by National Grid (in a form reasonably satisfactory to National Grid and where required by National Grid, accompanied with a legal opinion confirming the due capacity and authorisation of the parent company to enter into and be bound by the terms of such guarantee); or

(b) a bank bond or letter of credit from an acceptable credit provider in favour of National Grid to cover the undertaker's liability to National Grid for an amount of not less than £10,000,000.00 (ten million pounds) per asset per event up to a total liability cap of £50,000,000.00 (fifty million pounds) or such lower amount as approved by National Grid (in a form reasonably satisfactory to National Grid);

"alternative apparatus" means appropriate alternative apparatus to the satisfaction of National Grid to enable National Grid to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means any electric lines or electrical plant as defined in the 1989 Act, belonging to or maintained by National Grid together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Grid for the purposes of any or all of transmission, distribution or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

"authorised works" has the same meaning as given to the term "authorised development" in article 2 (interpretation) of this Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Part of this Schedule;

"commence" and "commencement" in this Part of this Schedule includes any below ground surveys, monitoring, ground work operations or the receipt and erection of construction plant and equipment;

"deed of consent" means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

"functions" includes powers and duties;

"ground mitigation scheme" means a scheme approved by National Grid (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

"ground monitoring scheme" means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, must require the undertaker to submit for National Grid's approval a ground mitigation scheme;

"ground subsidence event" means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

"in" in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

"incentive deduction" means any incentive deduction National Grid receives under its electricity transmission licence which is caused by an event on its transmission system that

causes electricity not to be supplied to a demand customer and which arises as a result of the authorised works;

"maintain" and "maintenance" will include the ability and right of National Grid in relation to any apparatus or alternative apparatus of National Grid, to do any of construct, use, repair, alter, inspect, renew or remove the apparatus;

"National Grid" means National Grid Electricity Transmission Plc (company number 2366977) whose registered office is at 1-3 Strand, London, WC2N 5EH or any successor as a licence holder within the meaning of Part 1 of the 1989 Act;

"NGESO" is as defined in the STC;

"parent company" means a parent company of the undertaker acceptable to and which shall have been approved by National Grid acting reasonably;

"plan" or "plans" include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary to properly and sufficiently describe and assess the works to be executed;

"SGRE Project" means reinforcement and upgrade of the conductor on the existing 400kV double circuit overhead line from Grendon to Sundon and associated works to be undertaken by National Grid Electricity Transmission Plc and any temporary construction compounds and laydown areas for such works;

"shared area works" means:

(a) the Green Hill project works;

(b) any part of the authorised works taking place on any land associated with the WMEL Project, the SGRE Project and/or any access thereto;

"specified works" means any of the authorised works or activities undertaken in association with the authorised development which—

(a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 29 or otherwise; or

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 29 or otherwise; or

(c) includes any of the activities that are referred to in development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines";

"STC" means the System Operator Transmission Owner Code prepared by the electricity transmission owners and NGESO as modified from time to time;

"STC claims" means any claim made under the STC against National Grid arising out of or in connection with the de-energisation (whereby no electricity can flow to or from the relevant system through the generator or interconnector's equipment) of a generator or interconnector party solely as a result of the de-energisation of plant and apparatus forming part of National Grid's transmission system which arises as a result of the authorised works; and

"transmission owner" is as defined in the STC;

"WMEL Project" means the proposed Weston Marsh to East Leicestershire Project being the construction of two new substations near Corby Glen and Wartnaby in Leicestershire and new overhead line between the new substations and the Weston Marsh substation and associated works to be undertaken by National Grid Electricity Transmission Plc and any temporary construction compounds and laydown areas for such works.

Interaction with the SGRE Project and/or the WMEL Project

20. Without limiting any other provision of this Part of this Schedule, the undertaker must use reasonable endeavours to avoid any conflict arising between the construction, maintenance and operation of the authorised works and the SGRE Project and/or the WMEL Project. For the purposes of this paragraph, "reasonable endeavours" means –

(a) undertaking consultation on the detailed design and programming of the shared area works and all works associated with or ancillary to the shared area works to ensure that the design and programme for the Green Hill project works does not unreasonably impede or interfere with the SGRE Project and/or the WMEL Project;

(b) having regard to the proposed programme of works for the SGRE Project and/or the WMEL Project as may be made available to the undertaker by National Grid Electricity Transmission Plc and facilitating a co-ordinated approach to the programme, land assembly, and the carrying out of the shared area works and the SGRE Project and/or the WMEL Project;

(c) providing a point of contact for continuing liaison and co-ordination throughout the construction and operation of the authorised works; and

(d) keeping National Grid Electricity Transmission Plc informed on the programme of works for the authorised works.

Shared area works

21. The undertaker must not except with the prior written agreement of National Grid Electricity Transmission Plc carry out the shared area works, or any part of it.

22.—(1) Before beginning to construct any shared area works, or any part of it, the undertaker must submit to National Grid Electricity Transmission Plc plans of the relevant shared area works (or part of it) and such further particulars available to it as National Grid Electricity Transmission Plc may request within 21 days of receipt of the plans reasonably requested.

(2) Any shared area works must not be constructed except in accordance with such plans as may be approved in writing by National Grid Electricity Transmission Plc.

23.—(1) Any approval of National Grid Electricity Transmission Plc required under this Schedule—

(a) must not be unreasonably withheld or delayed;

(b) in the case of a refusal must be accompanied by a statement of grounds or refusal; and

(c) may be given subject to such reasonable requirements as National Grid Electricity Transmission Plc may have in connection with the safe, economic and efficient construction, commissioning, operation, maintenance and future decommissioning of the SGRE Project and/or the WMEL Project or otherwise for the protection of the SGRE Project apparatus and/or the WMEL Project apparatus, provided always that in relation to a refusal under sub-paragraph (b) or any requirements requested pursuant to sub-paragraph (c) the undertaker shall be permitted to refer such matters to dispute resolution pursuant to paragraph 37.

(2) National Grid Electricity Transmission Plc must employ reasonable endeavours to respond to the submission of any plans within a period of 56 days from the date of submission of the plans. If National Grid Electricity Transmission Plc require further particulars, such particulars must be requested by National Grid Electricity Transmission Plc no later than 21 days from the submission of plans and thereafter National Grid Electricity Transmission Plc must employ reasonable endeavours to respond to the submission within 56 days from receipt of the further particulars.

24.—(1) The undertaker must give to National Grid Electricity Transmission Plc not less than 14 days' notice in writing of its intention to commence construction of any shared area works and notice in writing of its completion not later than 7 days after the date on which it is completed and National Grid Electricity Transmission Plc will be entitled by its officer to watch and inspect the construction of such works.

(2) If any part of the shared area works is constructed otherwise than in accordance with paragraph 22(2) above National Grid Electricity Transmission Plc may by notice in writing identify the extent to which the shared area works do not comply with the approved details and request the undertaker at the undertaker's own expense carry out remedial works so as to comply with the requirements of paragraph 22(2) of this Schedule or such alternative works as may be

agreed with National Grid Electricity Transmission Plc or as otherwise may be agreed between the parties.

(3) Subject to sub-paragraph (4), if within a reasonable period, being not less than 28 days beginning with the date when a notice under sub-paragraph (2) is served upon the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, National Grid Electricity Transmission Plc may execute the works specified in the notice and any reasonable expenditure incurred by National Grid Electricity Transmission Plc in so doing will be recoverable from the undertaker.

(4) In the event of any dispute as to whether sub-paragraph (2) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, National Grid Electricity Transmission Plc will not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined in accordance with paragraph 37.

On street apparatus

25. Except for paragraph 26 (apparatus of National Grid in streets subject to temporary prohibition or restriction of use), paragraph 31 (retained apparatus: protection of National Grid as electricity undertaker), paragraph 32 (expenses), and paragraph 33 (indemnity) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of National Grid, the provisions of this Part of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Grid are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of National Grid in streets subject to temporary prohibition or restriction of use and public rights of way

26.—(1) Notwithstanding the temporary prohibition or restriction of use or diversion of a street or public right of way under the powers of article 12 (temporary closure, restriction or prohibition of use of streets and public rights of way), National Grid is at liberty at all times to take all necessary access across any such street or public right of way and to execute and do all such works and things in, upon or under any such street or public right of way as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the prohibition or restriction of use or diversion was in that street or public right of way.

Protective works to buildings

27. The undertaker, in the case of the powers conferred by article 19 (protective works to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of National Grid.

Acquisition of land

28.—(1) Regardless of any provision in this Order or anything shown on the land plan or contained in the book of reference to the Order, the undertaker may not appropriate or acquire or take temporary possession of any land or apparatus or appropriate, acquire, extinguish, interfere with or override any easement, other interest or right or apparatus of National Grid otherwise than by agreement (such agreement not to be unreasonably withheld or delayed).

(2) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between National Grid and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of National Grid or affect the provisions of any enactment or agreement regulating the relations between National Grid and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as National Grid reasonably

requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Grid and the undertaker acting reasonably and which must be no less favourable on the whole to National Grid unless otherwise agreed by National Grid, and the undertaker must use reasonable endeavours to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) The undertaker and National Grid agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Grid or other enactments relied upon by National Grid as of right or other use in relation to the apparatus, then the provisions in this Part of this Schedule will prevail.

(4) Any agreement or consent granted by National Grid under paragraph 31 or any other paragraph of this Part of this Schedule, will not be taken to constitute agreement under sub-paragraph 28(1).

Removal of apparatus

29.—(1) If, in the exercise of the powers conferred by the Order, the undertaker acquires any interest in or possesses temporarily any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of National Grid to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Grid in accordance with sub-paragraphs (2) to (5).

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to National Grid advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), secure any necessary consents for the alternative apparatus and afford to National Grid to its satisfaction (taking into account paragraph 30(1) below) the necessary facilities and rights—

(a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and

(b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Grid may, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances to assist the undertaker to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation will not extend to the requirement for National Grid to use its compulsory purchase powers to this end unless it elects to do so.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between National Grid and the undertaker.

(5) National Grid must, after the alternative apparatus to be provided or constructed has been agreed, and subject to a written diversion agreement having been entered into between the parties and the grant to National Grid of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

30.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for National Grid facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and National Grid and must be no less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Grid.

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed (in National Grid's opinion, acting reasonably), the terms and conditions to which those facilities and rights are subject may be referred to arbitration in accordance with paragraph 37 of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to National Grid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of National Grid as electricity undertaker

31.—(1) Not less than 56 days before the commencement of any specified works, the undertaker must submit to National Grid a plan of the works to be executed and seek from National Grid details of the underground extent of their electricity assets.

(2) The plan to be submitted to National Grid under sub-paragraph (1) must include a method statement and describe—

(a) the exact position of the works;

(b) the level at which these are proposed to be constructed or renewed;

(c) the manner of their construction or renewal including details of excavation, positioning of plant;

(d) the position of all apparatus;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;

(f) any intended maintenance regimes;

(g) an assessment of risks of rise of earth issues; and

(h) a ground monitoring scheme, where required.

(3) In relation to any works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an electricity tower or between any two or more electricity towers, the plan to be submitted under sub-paragraph (1) must, in addition to the matters set out in sub-paragraph (2), include a method statement describing—

(a) details of any cable trench design including route, dimensions, clearance to pylon foundations;

(b) demonstration that pylon foundations will not be affected prior to, during and post construction;

(c) details of load bearing capacities of trenches;

(d) details of any cable installation methodology including access arrangements, jointing bays and backfill methodology;

(e) a written management plan for high voltage hazard during construction and ongoing maintenance of any cable route;

(f) written details of the operations and maintenance regime for any cable, including frequency and method of access;

(g) assessment of earth rise potential if reasonably required by National Grid's engineers; and

(h) evidence that trench bearing capacity is to be designed to support overhead line construction traffic of up to and including 26 tonnes in weight.

(4) The undertaker must not commence any specified works until National Grid has given written approval of the plan submitted pursuant to sub-paragraph (1).

(5) Any approval of National Grid required under sub-paragraph (4)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (6) or (8); and

(b) must not be unreasonably withheld and must be provided within 42 days of submission of the plan under sub-paragraph (1).

(6) In relation to any work to which sub-paragraph (1) applies, National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing apparatus against interference or risk of damage or for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(7) The specified works must be carried out in accordance with the plan submitted under sub-paragraph (1) as approved or as amended from time to time by agreement between the undertaker and National Grid and in accordance with such reasonable modifications and requirements as may be made in accordance with sub-paragraphs (6) or (8) by National Grid and National Grid will be entitled to watch and inspect the execution of those works.

(8) Where National Grid requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Grid's satisfaction prior to the commencement of the specified works for which protective works are required and National Grid must give notice of its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(9) If National Grid in accordance with sub-paragraph (6) or (8) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, sub-paragraphs (1) to (3) and (6) to (8) apply as if the removal of the apparatus had been required by the undertaker under paragraph 29(2).

(10) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of any specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(11) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid notice as soon as is reasonably practicable and a plan of those works and must comply with—

(a) sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances; and

(b) sub-paragraph (12) at all times.

(12) At all times when carrying out any works authorised under this Order, the undertaker must comply with National Grid's policies for development near overhead lines EN43-8 and the Health and Safety Executive's guidance note 6 "Avoidance of Danger from Overhead Lines".

Expenses

32.—(1) Save where otherwise agreed in writing between National Grid and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to National Grid within 30 days of receipt of an itemised invoice or claim from National Grid all charges, costs and expenses reasonably anticipated within the following three months or reasonably or properly incurred by National Grid in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus

which may be required in consequence of the execution of any authorised works as are referred to in this Part of this Schedule including without limitation—

(a) any costs reasonably incurred by or compensation properly paid by National Grid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Grid as a consequence of National Grid—

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 29(3); or

(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid;

(b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;

(c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;

(d) the approval of plans;

(e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;

(f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 37 to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Grid by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and

(b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) Any amount which apart from this sub-paragraph would be payable to National Grid in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Grid any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

Indemnity

33.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by it) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of National Grid, or there is any interruption in any service provided, or in the supply of any goods, by National Grid, or National Grid becomes liable to pay any amount to any third party, the undertaker will—

(a) bear and pay on demand accompanied by an invoice or claim from National Grid the cost reasonably and properly incurred by National Grid in making good such damage or restoring the supply; and

(b) indemnify National Grid for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Grid, by reason or in consequence of any such damage or interruption or National Grid becoming liable to any third party and including STC claims or an incentive deduction other than arising from any negligence or default of National Grid.

(2) The fact that any act or thing may have been done by National Grid on behalf of the undertaker or in accordance with a plan approved by National Grid or in accordance with any requirement of National Grid or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph unless National Grid fails to carry out and execute the works properly with due care and attention and in a skilful and workmanlike manner or in a manner that does not accord with the approved plan or as otherwise agreed in writing between the undertaker and National Grid.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker in respect of—

(a) any damage or interruption to the extent that it is attributable to the neglect or default of National Grid, its officers, servants, contractors or agents;

(b) any authorised works or any other works authorised by this Part of this Schedule carried out by National Grid as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the 2008 Act or article 37 (consent to transfer the benefit of the Order) subject to the proviso that once such works become apparatus ("new apparatus"), any authorised works yet to be executed and not falling within this paragraph 33(3)(b) will be subject to the full terms of this Part of this Schedule including this paragraph 33; or

(c) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable.

(4) National Grid must give the undertaker reasonable notice of any such third party claim or demand and no settlement, admission of liability or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering its representations.

(5) National Grid must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

(6) National Grid must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within National Grid's reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of National Grid's

control and if reasonably requested to do so by the undertaker National Grid must provide an explanation of how the claim has been minimised, where relevant.

(7) The undertaker must not commence construction (and must not permit the commencement of such construction) of the authorised works on any land owned by National Grid or in respect of which National Grid has an easement or wayleave for its apparatus or any other interest or to carry out any works within 15 metres of National Grid's apparatus until the following conditions are satisfied—

(a) unless and until National Grid is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has first provided the acceptable security and (unless otherwise agreed with National Grid acting reasonably) provided evidence that it shall maintain such acceptable security for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works and National Grid has confirmed the same to the undertaker in writing; and

(b) unless and until National Grid is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance and (unless otherwise agreed with National Grid acting reasonably) provided evidence to National Grid that it shall maintain such acceptable insurance for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works and National Grid has confirmed the same in writing to the undertaker.

(8) In the event that the undertaker fails to comply with sub-paragraph (7), nothing in this Part of this Schedule will prevent National Grid from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

Enactments and agreements

34. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between National Grid and the undertaker, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and National Grid in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

35.—(1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or National Grid requires the removal of apparatus under paragraph 29(2) or National Grid makes requirements for the protection or alteration of apparatus under paragraph 31, the undertaker will use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised works and taking into account the need to ensure the safe and efficient operation of National Grid's undertaking and National Grid will use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever National Grid's consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker, it must not be unreasonably withheld or delayed.

Access

36. If in consequence of the agreement reached in accordance with paragraph 28 or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable National Grid to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

37. Save for differences or disputes arising under paragraphs 29(2), 29(4) and 30(1) any difference or dispute arising between the undertaker and National Grid under this Part of this

Schedule must, unless otherwise agreed in writing between the undertaker and National Grid, be determined by arbitration in accordance with article 44 (arbitration).

Notices

38. Notwithstanding article 46 (service of notices), any plans submitted to National Grid by the undertaker pursuant to paragraph 31 must be submitted using the LSBUD system (https://lsbud.co.uk) or to such other address as National Grid may from time to time appoint instead for that purpose and notify to the undertaker in writing.

PART 4

FOR THE PROTECTION OF NATIONAL GRID ELECTRICITY DISTRIBUTION (EAST MIDLANDS) PLC AS ELECTRICITY UNDERTAKER

Application

39. For the protection of National Grid Electricity Distribution (East Midlands) plc the following provisions, unless otherwise agreed in writing between the undertaker and National Grid Electricity Distribution (East Midlands) plc, have effect.

Interpretation

40. In this Part of this Schedule—

"alternative apparatus" means alternative apparatus adequate to enable NGED to fulfil its statutory functions in a manner not less efficient than previously and where the context requires includes any part of such alternative apparatus;

"alternative rights" means all and any necessary legal easements, leases, consents, or permissions required by NGED in order to permit or authorise a diversion and to permit or authorise NGED to lay, keep, operate, maintain, adjust, repair, alter, relay, renew, supplement, inspect, examine, test and remove the alternative apparatus;

"apparatus" means electric lines or electrical plant as defined in the 1989 Act(**a**), belonging to or maintained by NGED;

"diversion" means an alteration to the NGED Network in order to enable or facilitate the authorised development;

"functions" includes powers and duties;

"in" in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land;

"NGED" means National Grid Electricity Distribution (East Midlands) plc (company number 02366923) whose registered office is at Avonbank, Feeder Road, Bristol, BS2 0TB;

"NGED Network" means NGED's distribution network operated pursuant to its distribution licence issued pursuant to section 6 of the 1989 Act;

"plan" or "plans" includes all designs, drawings, specifications, method statements, programmes, calculations, risk assessments and other documents that are reasonably necessary to properly and sufficiently describe and assess the works to be executed; and

"specified work" means so much of any of the authorised development that is carried out within 6 metres of any apparatus.

(**a**) 1989 c. 29. The definition of "electrical plant" (in section 64) was amended by paragraphs 24 and 38(1) and (3) of Schedule 6 to the Utilities Act 2000 (c.27).

Precedence of 1991 Act in respect of apparatus in streets

41. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and NGED are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

42. Regardless of the temporary prohibition or restriction of use of streets under the powers conferred by article 12 (temporary closure, restriction or prohibition of use of streets and public rights of way), NGED is at liberty at all times to take all necessary access across any such street and to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the prohibition or restriction was in that street.

No acquisition except by agreement

43. Regardless of any provision in this Order, the undertaker must not acquire any apparatus otherwise than by agreement.

Removal of apparatus

44.—(1) If, in the exercise of the powers conferred by this Order, the undertaker requires that apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule and any right of NGED to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, alternative rights acquired or granted for the alternative apparatus and the alternative apparatus is in operation and access to it has been provided if necessary to the reasonable satisfaction of NGED in accordance with sub-paragraphs (2) to (10) or with such alternative or supplementary provisions as the undertaker and NGED may agree between them.

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to NGED written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed.

(3) If as a direct consequence of the exercise of any of the powers conferred by this Order NGED reasonably needs to remove or divert any of its apparatus and the removal of that apparatus has not been required by the undertaker under sub-paragraph (2) then NGED must give to the undertaker written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and this Part has effect as if the removal or diversion of such apparatus had been required by the undertaker under sub-paragraph (2).

(4) If as a direct consequence of the removal or diversion of apparatus under sub-paragraph (2) or (3) alternative apparatus is to be constructed in land owned or controlled by the undertaker then the undertaker must afford to NGED the necessary facilities, alternative rights and any necessary third party consent or approvals for the construction of alternative apparatus in the other land owned or controlled by the undertaker.

(5) If the undertaker or NGED requires to remove or divert any apparatus placed within the Order land and alternative apparatus is to be constructed in land not owned or controlled by the undertaker as a consequence of the removal or diversion of apparatus then NGED shall use its reasonable endeavours to obtain alternative rights in the land in which the alternative apparatus is to be constructed.

(6) If alternative apparatus is to be constructed in land not owned or controlled by the undertaker and NGED is unable to obtain such alternative rights as are mentioned in sub-paragraph (5), the undertaker and NGED shall consider whether there is an alternative engineering solution that can achieve the diversion without the need for the use of compulsory powers. Should such an alternative engineering solution not be practicable and deliverable in a reasonable timescale and at a reasonable cost (which shall be determined by the undertaker acting reasonably), NGED may but

shall not be compelled to use the powers of compulsory acquisition set out in this Order or the 1989 Act to obtain the necessary facilities and rights in the land outside the Order limits in which the alternative apparatus is to be constructed in accordance with a timetable agreed between NGED and the undertaker.

(7) Any alternative apparatus required pursuant to sub-paragraphs (2) or (3) must be constructed in such manner and in such line or situation as may be agreed between NGED and the undertaker or in default of agreement settled in accordance with paragraph 49 (expert determination).

(8) NGED must, after the alternative apparatus to be provided or constructed has been agreed or settled in accordance with paragraph 49(2) (expert determination) and, after the acquisition by or grant to NGED of any such facilities and alternative rights as are referred to in sub-paragraphs (2) to (6), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(9) Regardless of anything in sub-paragraph (8), if the undertaker gives notice in writing to NGED that it desires itself to execute any work, or part of any work in connection with the construction or removal of apparatus in any land controlled by the undertaker, that work, instead of being executed by NGED, must be executed by the undertaker—

(a) in accordance with plans and specifications and in such line or situation agreed between the undertaker and NGED, or, in default of agreement, determined in accordance with paragraph 49(2) (expert determination); and

(b) without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of NGED.

(10) Nothing in sub-paragraph (9) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus or alternative apparatus, or execute any filling around the apparatus or alternative apparatus (where the apparatus or alternative apparatus is laid in a trench) within 600 millimetres of the point of connection or disconnection.

Facilities and rights for alternative apparatus

45.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to NGED facilities and alternative rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and alternative rights must be granted upon such terms and conditions as may be agreed between the undertaker and NGED or in default of agreement settled in accordance with paragraph 49(2) (expert determination).

(2) In settling those terms and conditions in respect of alternative apparatus to be constructed in the land of the undertaker, the expert must—

(a) give effect to all reasonable requirements of the undertaker for ensuring the safety and efficient operation of the authorised development and for securing any subsequent alterations or adaptations of the alternative apparatus which may be required to prevent interference with any proposed works of the undertaker;

(b) have regard to the terms and conditions, if any, applicable to the apparatus for which the alternative apparatus is to be substituted;

(c) have regard to NGED's ability to fulfil its service obligations and comply with its licence conditions; and

(d) have regard to the standard form rights NGED ordinarily secures for the type of alternative apparatus to be constructed in the circumstances similar to the authorised development.

(3) If the facilities and alternative rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and alternative rights are to be granted, are in the opinion of the expert less favourable on the whole to NGED than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms

and conditions to which those facilities and rights are subject, the expert must make such provision for the payment of compensation by the undertaker to NGED as appears to the expert to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus

46.—(1) Not less than 60 days before the undertaker intends to start the execution of any specified work where the removal of the apparatus in question has not been required under paragraph 44 (removal of apparatus), the undertaker shall submit to NGED a plan of the works to be executed. Any submission must note the time limits imposed on NGED under sub-paragraph (3).

(2) Subject to sub-paragraph (3) below the undertaker shall not commence any works to which sub-paragraph (1) applies until NGED has identified any reasonable requirements it has for the alteration or protection of the apparatus, or for securing access to it.

(3) If by the expiry of 60 days beginning with the date on which a plan under sub-paragraph (1) is submitted NGED has not advised the undertaker in writing of any reasonable requirements for the alteration or protection of the apparatus, or for securing access to it, it shall be deemed not to have any such requirements and the undertaker shall be at liberty to proceed with the works.

(4) The works referred to in sub-paragraph (1) must be executed only in accordance with the plan submitted under sub-paragraph (1) and in accordance with any reasonable requirements as may be notified in accordance with sub-paragraph (2) by NGED and NGED shall be entitled to watch and inspect the execution of those works.

(5) At all times when carrying out the authorised development the undertaker must comply with NGED's Avoidance of Danger from Electricity Overhead Lines and Underground Cables (2014), the Energy Network Association's A Guide to the Safe Use of Mechanical Plant in the Vicinity of Electricity Overhead Lines (undated), the Health and Safety Executive's GS6 Avoiding Danger from Overhead Power Lines, and the Health and Safety Executive's HSG47 Avoiding Danger from Underground Services (Third Edition) (2014) as the same may be replaced from time to time.

(6) If NGED, in accordance with sub-paragraph (2) and in consequence of the works proposed by the undertaker, reasonably requires the removal or diversion of any apparatus and gives written notice to the undertaker of that requirement, this Part of this Schedule applies as if the removal or diversion of the apparatus had been required by the undertaker under paragraph 44(3) (removal of apparatus).

(7) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 60 days before commencing the execution of any works, a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(8) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to NGED notice as soon as is reasonably practicable and a plan of those works as soon as reasonably practicable subsequently and must comply with any reasonable requirements stipulated by NGED under sub-paragraph (2) and with sub-paragraphs (4) and (5) in so far as is reasonably practicable in the circumstances. Nothing in this sub-paragraph prevents NGED from exercising its rights under sub-paragraph (6).

Expenses and costs

47.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to NGED the proper and reasonable expenses reasonably incurred by NGED in, or in connection with, the inspection, removal, diversion, alteration or protection of any apparatus, the construction of any alternative apparatus and the acquisition or grant of alternative rights for the alternative apparatus, arising as a result of the powers conferred upon the undertaker pursuant to this Order.

(2) The value of any apparatus removed under the provisions of this Part of this Schedule must be deducted from any sum payable under sub-paragraph (1), that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule NGED requires that alternative apparatus of better type, of greater capacity, of greater dimensions or at a greater depth is necessary in substitution for existing apparatus which for NGED's network requirements is over and above what is necessary as a consequence of and for the purpose of the authorised development, NGED shall reduce the cost of such additional requirements from the amount payable by the undertaker pursuant to sub-paragraph (1).

(4) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus where such extension is required in consequence of the authorised development; and

(b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to a utility undertaker in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the utility undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

48.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any specified work or any subsidence resulting from any of those works any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of NGED the undertaker is to—

(a) bear and pay the cost reasonably incurred by NGED in making good such damage or restoring the supply; and

(b) reimburse NGED for any other expenses, loss, damages, penalty or costs reasonably and properly incurred by NGED, by reason or in consequence of any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of NGED, its officers, servants, contractors or agents.

(3) NGED must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker which, if it withholds such consent, is to have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) NGED must act reasonably in relation to any claim or demand served under sub-paragraph (1) and use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, claims, demands, proceedings and penalties to which a claim or demand under sub-paragraph (1) applies.

(5) NGED's liability to the undertaker for negligence or breach of contract in respect of each diversion shall be limited to the value of that diversion and NGED shall not otherwise be liable to the undertaker for any losses or costs incurred by the undertaker resulting from delays to the authorised development as a result of its failure to undertake works to deliver any alternative apparatus.

Expert determination

49.—(1) Article 44 (arbitration) shall apply to any difference as to the legal interpretation of this Part of this Schedule and as provided for in sub-paragraph (7).

(2) Save as provided for in sub-paragraph (1) or sub-paragraph (7) any difference under this Part of this Schedule must be referred to and settled by a single independent and suitable person who holds appropriate professional qualifications and is a member of a professional body relevant to

the matter in dispute acting as an expert, such person to be agreed by the differing parties or, in the absence of agreement, identified by the President of the Institution of Civil Engineers or the President of the Institution of RICS or the President of the Institution of Engineering and Technology (as relevant and agreed between NGED and the undertaker, both acting reasonably and without delay).

(3) All parties involved in settling any difference must use best endeavours to do so within 14 days from the date of a dispute first being notified in writing by one party to the other and in the absence of the difference being settled within that period the expert must be appointed within 21 days of the notification of the dispute.

(4) The costs and fees of the expert and the costs of NGED and the undertaker are payable by the parties in such proportions as the expert may determine. In the absence of such determination the costs and fees of the expert are payable equally by the parties who shall each bear their own costs.

(5) The expert must—

(a) invite the parties to make submissions to the expert in writing and copied to the other party to be received by the expert within 14 days of the expert's appointment;

(b) permit a party to comment on the submissions made by the other party within 7 days of receipt of the submission;

(c) issue a decision within 14 days of receipt of the submissions under paragraph (b); and

(d) give reasons for the decision.

(6) The expert must consider where relevant—

(a) the development outcome sought by the undertaker;

(b) the ability of the undertaker to achieve its outcome in a timely and cost-effective manner;

(c) the nature of the power sought to be exercised by the undertaker;

(d) the effectiveness, cost and reasonableness of proposals for mitigation arising from any party;

(e) NGED's service obligations and licence conditions; and

(f) any other important and relevant consideration.

(7) Any determination by the expert is final and binding, except in the case of manifest error in which case the difference that has been subject to expert determination may be referred to and settled by arbitration under article 44.

PART 5

FOR THE PROTECTION OF ANGLIAN WATER

Application

50. For the protection of Anglian Water the following provisions have effect, unless otherwise agreed in writing between the undertaker and Anglian Water.

Interpretation

51. In this Part of this Schedule—

"alternative apparatus" means alternative apparatus adequate to enable Anglian Water to fulfil its statutory functions in a manner no less efficient than previously;

"Anglian Water" means Anglian Water Services Limited (company number 02366656) whose registered office is at Lancaster House, Lancaster Way, Ermine Business Park, Huntington, Cambridgeshire PE29 6XU;

"apparatus" means—

(a) works, mains, pipes or other apparatus belonging to or maintained by Anglian Water for the purposes of water supply and sewerage;

(b) any drain or works vested in Anglian Water under the Water Industry Act 1991;

(c) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of that Act or an agreement to adopt made under section 104 of that Act;

(d) any drainage system constructed for the purpose of reducing the volume of surface water entering any public sewer belonging to Anglian Water; and

(e) includes a sludge main, disposal main or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works, and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

and for the purpose of this definition, where words are defined by section 219 of that Act, they must be taken to have the same meaning;

"functions" includes powers and duties;

"in", in a context referring to apparatus or alternative apparatus in land, includes a reference to apparatus or alternative apparatus under, over or upon land; and

"plan" includes all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe the works to be executed.

On street apparatus

52. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and Anglian Water are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus in restricted streets

53. Regardless of the temporary closure, restriction or diversion of any highway under the powers conferred by article 12 (temporary closure, restriction or prohibition of use of streets and public rights of way), Anglian Water is at liberty at all times to take all necessary access across any such stopped up highway and to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway.

Protective works to buildings

54. The undertaker, in the case of the powers conferred by article 19 (protective works to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus unless the prior written consent of Anglian Water has been obtained pursuant to paragraph 58 (such consent not to be unreasonably withheld).

Acquisition of land

55. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement, such agreement not to be unreasonably withheld or delayed if the acquisition is required in connection with an approval or consent granted under this Part of this Schedule.

Removal of apparatus

56.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or requires that Anglian Water's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of Anglian Water to maintain that apparatus in that land must not be extinguished, until

(a) alternative apparatus has been constructed and is in operation to the reasonable satisfaction of Anglian Water in accordance with sub-paragraphs (2) to (8); and

(b) facilities and rights have been secured for that alternative apparatus in accordance with paragraph 57.

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to Anglian Water 28 days' written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order an undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to Anglian Water the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed Anglian Water must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its best endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of or secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between Anglian Water and the undertaker or in default of agreement settled by arbitration in accordance with article 44 (arbitration).

(5) Anglian Water must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 44 (arbitration), and after the grant to Anglian Water of any such facilities and rights as are referred to in sub-paragraphs (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if Anglian Water gives notice in writing to the undertaker that it desires the undertaker to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker or to the extent that Anglian Water fails to proceed with that work in accordance with sub-paragraph (5) or the undertaker and Anglian Water otherwise agree, that work, instead of being executed by Anglian Water, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of Anglian Water.

(7) If Anglian Water fails either reasonably to approve, or to provide reasons for its failure to approve along with an indication of what would be required to make acceptable, any proposed details relating to required removal works under sub-paragraph (2) within 28 days of receiving a notice of the required works from the undertaker, then such details are deemed to have been approved. For the avoidance of doubt, any such "deemed consent" does not extend to the actual undertaking of the removal works, which must remain the sole responsibility of Anglian Water or its contractors unless the works are to be carried out by the undertaker in accordance with sub-paragraph (6).

(8) Whenever alternative apparatus is to be or is being substituted for existing apparatus, the undertaker must, before taking or requiring any further step in such substitution works, use best endeavours to comply with Anglian Water's reasonable requests for a reasonable period of time to enable Anglian Water to—

(a) make network contingency arrangements; or

(b) bring such matters as it may consider reasonably necessary to the attention of end users of the utility in question.

Facilities and rights for alternative apparatus

57.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to Anglian Water facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights are to be granted upon such terms and conditions as may be agreed between the undertaker and Anglian Water or in default of agreement settled by arbitration in accordance with article 44 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to Anglian Water than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to Anglian Water as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

(3) Such facilities and rights as are set out in this paragraph are deemed to include any statutory permits granted to the undertaker or Anglian Water in respect of the apparatus in question, whether under the Environmental Permitting (England and Wales) Regulations 2016 or other legislation.

Retained apparatus

58.—(1) Not less than 28 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus (or any means of access to it) the removal of which has not been required by the undertaker under paragraph 56(2), the undertaker must submit to Anglian Water a plan of the works to be executed.

(2) Those works must be executed only in accordance with the plan submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by Anglian Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Anglian Water is entitled to watch and inspect the execution of those works.

(3) Any requirements made by Anglian Water under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan under sub-paragraph (1) is submitted to it.

(4) If Anglian Water in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 50 to 52 and 55 to 57 apply as if the removal of the apparatus had been required by the undertaker under paragraph 56(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case must give to Anglian Water notice as soon as is reasonably practicable and a plan of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (3) in so far as is reasonably practicable in the circumstances, using its best endeavours to keep the impact of those emergency works on Anglian Water's apparatus, on the operation of its water and sewerage network and on end-users of the services Anglian Water provides to a minimum, save that the undertaker's obligation to use such best endeavours is subject to the undertaker's obligation to ensure the safe operation of the authorised development and measures taken by the undertaker to address a danger to life or property must be interpreted as the use of best endeavours.

(7) For the purposes of sub-paragraph (1) and without prejudice to the generality of the principles set out in that sub-paragraph, works are deemed to be in land near Anglian Water's

apparatus (where it is a pipe) if those works fall within the following distances measured from the medial line of such apparatus—

(a) 4 metres where the diameter of the pipe is less than 250 millimetres;

(b) 5 metres where the diameter of the pipe is between 250 and 400 millimetres; and

(c) a distance to be agreed on a case by case basis and before the submission of the Plan under sub-paragraph (1) is submitted where the diameter of the pipe exceeds 400 millimetres.

Expenses and costs

59.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to Anglian Water all expenses reasonably incurred by Anglian Water in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in this Part of this Schedule but always excluding any consequential loss or indirect loss suffered by Anglian Water.

(2) There must be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated, and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 44 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to Anglian Water by virtue of sub-paragraph (1) must be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and

(b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(5) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraphs 54 or 56(2), or by reason of any subsidence resulting from such development or works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the undertaker must—

(a) bear and pay the cost reasonably incurred by Anglian Water in making good such damage or restoring the supply; and

(b) make reasonable compensation to Anglian Water for any other expenses, loss, damages, penalty or costs incurred by Anglian Water,

by reason or in consequence of any such damage or interruption but always excluding any consequential loss or indirect loss arising from such damage or interruption.

(6) The fact that any act or thing may have been done by Anglian Water on behalf of the undertaker or in accordance with a plan approved by Anglian Water or in accordance with any requirement of Anglian Water or under its supervision does not, subject to sub-paragraph (7), excuse the undertaker from liability under the provisions of sub-paragraph (1) unless Anglian Water fails to carry out and execute the works properly with due care and attention and in a skilful and professional like manner or in a manner that does not accord with the approved plan.

(7) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the unlawful or unreasonable act, neglect or default of Anglian Water, its officers, servants, contractors or agents.

(8) Anglian Water must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made, without the consent of the undertaker (such consent not to be unreasonably withheld or delayed) who, if withholding such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(9) Anglian Water must use reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands and penalties to which the undertaker must bear and pay the costs for.

Cooperation

60.—(1) Where in consequence of the proposed construction of any of the authorised development, the undertaker or Anglian Water requires the removal of apparatus under paragraph 56(2) or Anglian Water makes requirements for the protection or alteration of apparatus under paragraph 58, the undertaker must use all reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Anglian Water's undertaking, using existing processes where requested by Anglian Water, provided it is appropriate to do so, and Anglian Water must use all reasonable endeavours to co-operate with the undertaker for that purpose.

(2) Where the undertaker identifies any apparatus which may belong to or be maintainable by Anglian Water but which does not appear on any statutory map kept for the purpose by Anglian Water, it shall inform Anglian Water of the existence and location of the apparatus as soon as reasonably practicable.

(3) Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Anglian Water in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

(4) The undertaker and Anglian Water may by written agreement substitute any period of time for those periods set out in this Part of this Schedule.

PART 6

FOR THE PROTECTION OF NATIONAL HIGHWAYS

Application etc.,

61.—(1) The provisions of this Part of this Schedule apply for the protection of National Highways and have effect unless otherwise agreed in writing between the undertaker and National Highways.

(2) For any part of the strategic road network that is managed under a DBFO contract, both National Highways and the highway operations and maintenance contractor will have the benefit of this Part of this Schedule, save that for the purposes of any approval required under this Part the undertaker must liaise with National Highways.

(3) Except where expressly amended by the Order, the operation of the powers and duties of National Highways or the Secretary of State under the 1980 Act, the 1984 Act, the 1991 Act, the

Transport Act 2000, or the Town and Country Planning (General Permitted Development) (England) Order 2015 shall continue to apply in respect of the exercise of all statutory functions of National Highways.

Interpretation

62.—(1) Where the terms defined in article 2 (interpretation) of this Order are inconsistent with sub-paragraph (2) the latter prevail.

(2) In this Part of this Schedule—

"as built information" means one electronic copy of the following information where National Highways deems it to be necessary and insofar as it is relevant to the works impacting the strategic road network or any land in which National Highways holds an interest—

(a) as constructed drawings in both PDF and AutoCAD DWG formats for any road work designed by the undertaker; in compliance with Interim Advice Note 184 or any successor document, and for the cable works, showing the location and depth of the cable as installed and any ancillary or protective measures installed within the strategic road network or land that National Highways has an interest in;

(b) list of suppliers and materials used, as well as any relevant test results and CCTV surveys (if required to comply with DMRB standards);

(c) product data sheets and technical specifications for all materials used;

(d) as constructed information for any utilities discovered or moved during the works;

(e) method statements for the works carried out;

(f) in relation to road lighting, signs, and traffic signals any information required by Series 1300 and 1400 of the Specification for Highway Works or any replacement or modification of it;

(g) organisation and methods manuals for all products used;

(h) as constructed programme;

(i) test results and records as required by the detailed design information and during construction phase of the project;

(j) a stage 3 road safety audit subject to any exceptions to the road safety audit standard as agreed by the undertaker and National Highways;

(k) the health and safety file; and

(l) such other information, including CCTV surveys, as is required by National Highways to be used to update all relevant databases and to ensure compliance with National Highway's Asset Data Management Manual or any successor of it as is in operation at the relevant time.

"bond" means a bond in the form approved by National Highways duly executed by the undertaker and a reputable UK surety company or other UK financial institution to be previously approved in writing by National Highways (such approval not to be unreasonably withheld or delayed);

"the bond sum" means the sum equal to 200% of the cost of carrying out the road works and the cable works (to include all costs plus any commuted sum), or such other sum agreed between the undertaker and National Highways, to be provided to National Highways in the form of—

(a) a bond; or

(b) a cash surety; or

(c) where agreed by National Highways a combination of a bond and cash surety;

"cash surety" means a cash deposit to be paid by the undertaker into an account specified by National Highways;

"commuted sum" means such sum calculated as provided for in paragraph 73 of this Part of this Schedule to be used to fund the future cost of maintaining any new National Highways assets, structures or apparatus as part of the road works provided under the Order;

"cable works" means any works under this Order which consist of the installation and maintenance of cables, cable ducts, tunnels for cables and cable ducts and related or associated works to those operations under the strategic road network or in land in which National Highways has an interest, and to be installed through the use of trenchless installation techniques where no works are required to or on the operational carriageway;

"cable works provisional certificate" means the certificate of provisional completion relating to those aspects of the cable works that have resulted in any alteration to the strategic road network to be issued by National Highways in accordance with paragraph 68 when it considers the cable works are substantially complete;

"condition survey" means a survey of the condition of National Highways structures and assets that in the reasonable opinion of National Highways may be affected by the road works or cable works which National Highways may require including a CCTV survey of specified drains that National Highways reasonably considers may be materially and adversely affected by the road works or cable works;

"contractor" means any contractor or subcontractor appointed by the undertaker to carry out the road works or the cable works or both;

"defects period" means the period from the date of the provisional certificate to the date of the final certificate which shall be no less than 12 months from the date of the provisional certificate;

"detailed design information" means such of the following drawings specifications and calculations as are relevant to—

(a) the road works—

(i) site clearance details;

(ii) boundary, environmental and mitigation fencing;

(iii) road restraints systems and supporting road restraint risk appraisal process assessment;

(iv) drainage and ducting as required by DMRB CD 535 Drainage asset data and risk management and DMRB CS551 Drainage surveys – standards for Highways;

(v) earthworks including supporting geotechnical assessments required by DMRB CD622 Managing geotechnical risk and any required strengthened earthworks appraisal form certification;

(vi) pavement, pavement foundations, kerbs, footways and paved areas;

(vii) traffic signs and road markings;

(viii) traffic signal equipment and associated signal phasing and timing detail;

(ix) road lighting (including columns and brackets);

(x) regime of California Bearing Ratio testing;

(xi) electrical work for road lighting, traffic signs and signals;

(xii) motorway communications as required by DMRB;

(xiii) highway structures and any required structural approval in principle;

(xiv) landscaping;

(xv) proposed departures from DMRB standards;

(xvi) walking, cycling and horse riding assessment and review report in accordance with DMRB GG142 Designing for walking, cycling and horse riding or any successor document;

(xvii) stage 1 and stage 2 road safety audits and exceptions agreed;

(xviii) utilities diversions;

(xix) topographical survey;

(xx) maintenance and repair strategy in accordance with the DMRB GD304 Designing health and safety into maintenance, or any replacement or modification of it;

(xxi) health and safety information including any asbestos survey required by GG105 or any successor document;

(xxii) other such information that may be required by National Highways to be used to inform the detailed design of the road works; and

(b) the cable works—

(i) earthworks including supporting geotechnical assessments required by DMRB CD622 Managing geotechnical risk or any successor document and any required strengthened earthworks appraisal form certification;

(ii) health and safety information including any asbestos survey required by GG105 or any successor document;

(iii) regime of California Bearing Ratio testing;

(iv) any proposed departures from DMRB standards;

(v) apparatus diversions;

(vi) topographical survey;

(vii) technical approval of highway structures under CG300 of DMRB; and

(viii) other such information that may be required by National Highways to be used to inform the detailed design of the cable works;

"DBFO contract" means the design build finance operate contract between National Highways and the highway operations and maintenance contractor for the maintenance and operation of parts of the strategic road network which are within the Order Limits or any successor or replacement contract that may be current at the relevant time;

"DMRB" means the Design Manual for Roads and Bridges or any replacement or modification of it;

"final certificate" means the certificate relating to those aspects of the road works that have resulted in any alteration to the strategic road network to be issued by National Highways pursuant to paragraph 71(2);

"the health and safety file" means the file or other permanent record containing the relevant health and safety information for the authorised development required by the Construction Design and Management Regulations 2015 (or such updated or revised regulations as may come into force from time to time);

"highway operations and maintenance contractor" means the contractor appointed by National Highways under the DBFO contract;

"nominated persons" means the undertaker's representatives or the contractor's representatives on site during the carrying out of the cable works or road works as notified to National Highways from time to time;

"programme of works" means a document setting out the sequence and timetabling of the cable works or road works;

"road safety audit" means an audit carried out in accordance with the road safety audit standard;

"road safety audit standard" means DMRB Standard HD GG119 or any replacement or modification of it;

"road space booking" means road space bookings in accordance with National Highways' Asset Management Operational Requirements (AMOR) including Network Occupancy Management System (NOMS) used to manage road space bookings and network occupancy;

"road works" means so much of any work including highway works, street works, surveys and signalisation authorised by this Order and including any maintenance of that work, but

excluding the cable works, as is undertaken on the strategic road network or land in which National Highways has an interest;

"road works provisional certificate" means the certificate of provisional completion relating to those aspects of the road works that have resulted in any alteration to the strategic road network to be issued by National Highways in accordance with paragraph 67 when it considers the road works are substantially complete and, if relevant, may be opened for traffic;

"specification for highways works" means the specification, or any successor of it, for highways works forming part of the manual of contract documents for highway works published by National Highways and setting out the requirements and approvals procedures for work, goods or materials used in the construction, improvement or maintenance of the strategic road network;

"strategic road network" means any part of the road network including trunk roads, special roads or streets for which National Highways is the highway authority including structures drainage infrastructure, street furniture, verges and vegetation and all other highways assets together with all land, apparatus and rights located in, on, over or under the highway;

"utilities" means any pipes, wires, cables or equipment belonging to any person or body having power or consent to undertake street works under the 1991 Act; and

"winter maintenance" means maintenance of the road surface to deal with snow and ice.

(3) Notwithstanding the grant of development consent in article 3 of the Order, no works in carrying out, maintaining or diverting the authorised development may be carried out in, under or over the strategic road network without the written consent of National Highways pursuant to this Part of this Schedule.

(4) References to any standards, manuals, contracts, Regulations and Directives including to specific standards forming part of the DMRB are, for the purposes of this Part of this Schedule, to be construed as a reference to the same as amended, substituted or replaced, and with such modifications as are required in those circumstances.

Works outside the Order limits

63. If the undertaker proposes to carry out works to the strategic road network that are outside of the Order Limits in connection with the authorised development, the undertaker must enter into an agreement with National Highways in respect of the carrying out of those works prior to the commencement of those works.

Prior approvals

64.—(1) The road works must not commence, save to the extent agreed otherwise by National Highways, until—

(a) a stage 1 and stage 2 road safety audit has been carried out and all recommendations raised by them or any exceptions are approved by National Highways;

(b) the programme of works has been approved by National Highways;

(c) the detailed design of the road works comprising the following details, insofar as considered relevant by National Highways, has been submitted to and approved by National Highways—

(i) the detailed design information, incorporating all recommendations and any exceptions approved by National Highways under paragraph (a);

(ii) details of the proposed road space bookings and the undertaker is entitled to submit its application for road space bookings at the same time as the relevant details are submitted under sub-paragraph (i) to National Highways;

(iii) the identity and qualifications of the contractor and nominated persons; and

(iv) a process for stakeholder liaison, with key stakeholders to be identified and agreed between National Highways and the undertaker;

(d) a scheme of traffic management has been submitted by the undertaker and approved by National Highways such scheme to be capable of amendment by agreement between the undertaker and National Highways from time to time;

(e) stakeholder liaison has taken place in accordance with the process for such liaison agreed between the undertaker and National Highways under paragraph (c)(iv) above;

(f) National Highways has approved the audit brief and CVs for all road safety audits and exceptions to items raised in accordance with the road safety audit standard;

(g) the undertaker has agreed the estimate of the commuted sum with National Highways;

(h) the scope of all maintenance operations (routine inspections, incident management, reactive and third party damage) to be carried out by the undertaker during the construction of the road works (which must include winter maintenance) has been agreed in writing by National Highways;

(i) the undertaker has procured to National Highways collateral warranties in a form approved by National Highways from the contractor and designer of the road works in favour of National Highways to include covenants requiring the contractor and designer to exercise all reasonable skill care and diligence in designing and constructing the road works, including in the selection of materials, goods, equipment and plant;

(j) a condition survey and regime of monitoring has been agreed in writing by National Highways; and

(k) any further information that National Highways may reasonably request within 14 days of the submission to National Highways of the detailed design of any road works.

(2) The cable works must not commence until—

(a) the programme of works has been approved by National Highways;

(b) the detailed design of the cable works comprising the following details insofar as is considered relevant by National Highways has been submitted to and approved by National Highways—

(i) the detailed design information;

(ii) details of the proposed road space bookings and the undertaker is entitled to submit its application for road space bookings at the same time as the relevant details are submitted under sub-paragraph (i) to National Highways;

(iii) a method statement including details of the cable works, equipment and location;

(c) a survey to determine the appropriate minimum depth for the cable works has been carried out and the minimum cable depth has been approved by National Highways;

(d) the detailed design of the cable works including supporting geotechnical assessments required by DMRB CD622 Managing geotechnical risk and any required strengthened earthworks appraisal form certification, has been submitted to and approved by National Highways;

(e) a condition survey and regime of monitoring has been agreed in writing by National Highways;

(f) the CASS01 has been approved by National Highways; and

(g) the undertaker has paid to National Highways the estimate of the NH costs notified to it pursuant to paragraph 66 of this Part of this Schedule;

(h) any further information that National Highways may reasonably request within 14 days of the submission to National Highways of the detailed design of any cable works.

(3) The undertaker must not, without the consent of National Highways, exercise the powers in—

(a) article 5 (power to maintain the authorised development);

(b) article 8 (street works);

(c) article 10 (power to alter layout, etc., of streets);

(d) article 12 (temporary closure, restriction or prohibition of use of streets and public rights of way);

(e) article 14 (access to works);

(f) article 16 (traffic regulation measures);

(g) article 17 (discharge of water);

(h) article 19 (protective works to buildings);

(i) article 20 (authority to survey and investigate the land);

(j) article 21 (compulsory acquisition of land);

(k) article 24 (compulsory acquisition of rights);

(l) article 27 (power to override easements and other rights);

(m) article 29 (acquisition of subsoil only);

(n) article 30 (rights under or over streets);

(o) article 31 (temporary use of land for constructing the authorised development);

(p) article 32 (temporary use of land for maintaining the authorised development);

(q) article 40 (felling or lopping of trees and removal of hedgerows),

over any part of the strategic road network or land in which National Highways has an interest, and National Highways may, in connection with any such exercise, require the undertaker to provide details of any proposed road space bookings and submit a scheme of traffic management to National Highways for approval.

(4) National Highways must, prior to the commencement of the cable works and road works or the exercise of any power referenced in sub-paragraph (3), inform the undertaker of the identity of the person who will act as a point of contact on behalf of National Highways for consideration of the information required under sub-paragraph (1) and (2).

(5) Any approval of National Highways required under this paragraph—

(a) must not be unreasonably withheld;

(b) must be given in writing;

(c) will be deemed to have been refused if neither given nor refused within 2 months of the receipt of the information for approval or where further particulars are requested by National Highways, within 2 months of receipt of the information to which the request for further particulars relates; and

(d) may be subject to any conditions as National Highways considers necessary.

(6) Any change to the identity of the contractor or designer of the road works or the cable works will be notified to National Highways immediately and details of their suitability to deliver the road works or cable works (as applicable) will be provided on request along with collateral warranties for the road works in a form agreed by National Highways.

(7) Any change to the detailed design of the road works or cable works must be approved by National Highways in accordance with sub-paragraph (1) and (2).

(8) Article 47 does not apply to any application for consent, agreement or approval required or contemplated by any of the provisions to this Part of this Schedule.

Construction of the cable works and road works

65.—(1) The undertaker must give National Highways 3 months' notice in writing of the date on which the cable works and/or road works will start unless otherwise agreed by National Highways.

(2) The undertaker must comply with National Highways' road space booking procedures when booking road space on the strategic road network prior to and during the carrying out the road works or cable works (as applicable) and no road works or cable works for which a road space booking is required may commence without a road space booking having first been secured from National Highways.

(3) The cable works and road works must be carried out by the undertaker to the satisfaction of National Highways in accordance with—

(a) the relevant detailed design information and programme of works approved pursuant to paragraph 64(1) or 64(2) above or as subsequently varied by agreement between the undertaker and National Highways;

(b) the DMRB, the Manual of Contract Documents for Highway Works, including the Specification for Highway Works, together with all other relevant standards as required by National Highways to include, inter alia; all relevant interim advice notes, the Traffic Signs Manual and the Traffic Signs Regulations and General Directions 2016 save to the extent that exceptions from those standards apply which have been approved by National Highways; and

(c) all aspects of the Construction (Design and Management) Regulations 2015 ("the CDM Regulations") or any statutory amendment or variation of the same, and the undertaker will be the client and must ensure that all client duties (as defined in the CDM Regulations) are undertaken to the satisfaction of National Highways. No approval or consent issued by National Highways shall be taken to be a consent or approval pursuant to the CDM Regulations.

(4) The undertaker must ensure that, where practicable and without entering the highway, the highway is kept free from mud, soil and litter as a result of carrying out a road work or cable work.

(5) The undertaker must permit and must require the contractor to permit at all reasonable times persons authorised by National Highways (whose identity must have been previously notified to the undertaker by National Highways) to gain reasonable access to the cable works and road works for the purposes of inspection and supervision of those works, and to gain reasonable access to land in which National Highways has an interest where access is affected by the cable works or road works or the exercise of the powers in this Order.

(6) If any part of the cable works or road works is constructed—

(a) other than in accordance with the requirements of this Part of this Schedule; or

(b) in a way that causes damage to the highway, highway structure or asset or any other land of National Highways,

National Highways may by notice in writing require the undertaker, at the undertaker's own expense, to comply promptly with the requirements of this Part of this Schedule or remedy any damage notified to the undertaker under this Part of this Schedule, to the satisfaction of National Highways.

(7) If during the carrying out of the authorised development the undertaker or its appointed contractors or agents causes damage to the strategic road network then National Highways may by notice in writing require the undertaker, at its own expense, to remedy the damage.

(8) If, within 28 days from the day on which a notice under sub-paragraph (6) or (7) is served on the undertaker (or, in the event of there being, in the opinion of National Highways, a danger to road users, within such lesser period as National Highways may stipulate in the notice), the undertaker has failed to take the steps required by that notice, National Highways may carry out the steps required of the undertaker by that notice and may recover from the undertaker any expenditure reasonably incurred by National Highways in so doing, such sum to be payable within 28 days of written demand.

(9) Nothing in this Part of this Schedule prevents National Highways from carrying out any work or taking any such action as it reasonably believes to be necessary as a result of or in connection with the carrying out or maintenance of the authorised development without prior notice to the undertaker in the event of an emergency or to prevent the occurrence of danger to the public and National Highways may recover any expenditure it reasonably incurs in so doing

(10) In constructing the cable works and road works, the undertaker must at its own expense divert or protect all utilities and all agreed alterations and reinstatement of highway over existing utilities must be constructed to the satisfaction of National Highways.

(11) Until such time that National Highways issues the road works provisional certificate, the undertaker must carry out all maintenance (including winter maintenance) in accordance with the scope of maintenance operations agreed by National Highways pursuant to paragraph 64(1)(h) and the undertaker must carry out such maintenance at its own cost.

(12) The undertaker must notify National Highways if it fails to complete the road works or cable works in accordance with the agreed programme pursuant to paragraph 64(1)(b) and 64(2)(a) of this Part or suspends the carrying out of any road work or cable work beyond a reasonable period of time and National Highways reserves the right to withdraw any road space booking granted to the undertaker to ensure compliance with its network occupancy requirements.

Payments

66.—(1) The undertaker must pay to National Highways a sum equal to the costs and expenses which National Highways reasonably and properly incurs (including costs and expenses for using internal or external staff and costs relating to work which becomes abortive) in relation to the cable works and road works and in relation to any approvals sought under this Order, or otherwise incurred under this Part, including—

(a) the checking and approval of the information required under paragraphs 64(1) and 64(2);

(b) the supervision of the cable works and road works;

(c) contractual costs properly payable to the highway operations and maintenance contractor as a consequence of any road works or cable works, including costs incurred by the highway operations and maintenance contractor in carrying out the tasks referred to in paragraphs (a) and (b), in which case National Highways will be responsible for the payment of any sums received from the undertaker under this paragraph to the highway operations and maintenance contractor;

(d) the checking and approval of the information required to determine approvals under this Order;

(e) all costs relating to the transfer of any land required for the road works or cable works;

(f) all legal and administrative costs and disbursements incurred by National Highways in connection with the exercise by the undertaker of the powers in the Order and paragraphs (a) to (c) of this sub-paragraph; and

(g) any value added tax which is payable by National Highways in respect of such costs and expenses and for which it cannot obtain reinstatement from HM Revenue and Customs,

together comprising "the NH costs".

(2) The undertaker must pay to National Highways upon demand and prior to such costs being incurred the total costs that National Highways believe will be properly and necessarily incurred by National Highways in undertaking any statutory procedure or preparing and bringing into force any traffic regulation order or orders necessary to carry out or for effectively implementing the authorised development.

(3) National Highways must provide the undertaker with a schedule showing its estimate of the NH costs prior to the commencement of the cable works and road works. The undertaker must pay to National Highways the estimate of the NH costs prior to commencing the road works or cable works and in any event prior to National Highways incurring any cost.

(4) If at any time after the payment referred to in sub-paragraph (3) has become payable, National Highways reasonably believes that the NH costs will exceed the estimated NH costs it may give notice to the undertaker of the amount that it believes the NH costs will exceed the estimate of the NH costs (the excess) and the undertaker must pay to National Highways within 28 days of the date of receipt of a properly issued VAT invoice from National Highways addressed to the undertaker for the excess sum, a sum equal to the excess.

(5) National Highways must give the undertaker a final account of the NH costs referred to in sub-paragraph (1) above within 91 days of the issue of both the road works provisional certificate and the cable works provisional certificate issued pursuant to paragraph 67(4) and 68(4).

(6) Within 30 days of the issue of the final account—

(a) if the final account shows a further sum as due to National Highways the undertaker must pay to National Highways the sum shown due to it;

(b) if the account shows that the payment or payments previously made by the undertaker have exceeded the costs incurred by National Highways, National Highways must refund the difference to the undertaker.

(7) If any payment due under the provisions of this Part of this Schedule is not made on or before the date on which it falls due, the party from whom it was due must at the same time as making the payment pay to the other party interest at 3% above the Bank of England base lending rate from time to time being in force for the period starting on the date upon which the payment fell due and ending with the date of payment of the sum on which interest is payable together with that interest.

Provisional Certificate for road works

67.—(1) Following the completion of any road works or prior to the reopening of any part of the strategic road network following any closure or partial closure, whichever is earlier, the undertaker must notify National Highways and National Highways will carry out a site inspection to satisfy itself that the strategic road network is, in its opinion, safe for traffic and the undertaker must comply with any requirements of National Highways following the site inspection.

(2) As soon as the undertaker considers that the road works provisional certificate may be properly issued it must apply to National Highways for the road works provisional certificate.

(3) Following an application for a road works provisional certificate, National Highways must as soon as reasonably practicable—

(a) inspect the road works; and

(b) provide the undertaker with a written list of works that are required for the road works provisional certificate to be issued or confirmation that no further works are required for this purpose.

(4) When—

(a) a stage 3 road safety audit for the road works has been carried out and all recommendations raised including remedial works have (subject to any exceptions agreed) been approved by National Highways;

(b) the road works incorporating the approved remedial works under paragraph (a) and any further works notified to the undertaker pursuant to sub-paragraph (3)(b) have been completed to the satisfaction of National Highways;

(c) the as built information has been provided to National Highways; and

(d) the undertaker has paid the commuted sum to National Highways,

National Highways must issue the road works provisional certificate.

(5) On the issue of the road works provisional certificate pursuant to this paragraph 67 and the cable works provisional certificate pursuant to paragraph 68 the bond sum shall be reduced to 20% provided that in the event any claim or claims have been made against the undertaker or liability on its part has arisen under the bond sum (which here shall also include any claim or claims to which National Highways are joined howsoever they arise) before that date National Highways will be at liberty to retain a sufficient sum in addition to the 20% to ensure it does not have to meet any costs for and/or arising from and/or in connection with the road works or cable works.

(6) The undertaker must submit a stage 4 road safety audits as required by and in line with the timescales stipulated in the road safety audit standard. The undertaker must comply with the findings of the stage 4 road safety audit and must pay all costs of and incidental to such and provide updated as-built information to National Highways.

Provisional Certificate for cable works

68.—(1) As soon as the undertaker considers that the cable works provisional certificate for the cable works may be properly issued it must apply to National Highways for the cable works provisional certificate.

(2) Following an application for a cable works provisional certificate, National Highways must as soon as reasonably practicable—

(a) inspect the cable works, the strategic road network, and any land in which National Highways has an interest that is affected by the cable works; and

(b) provide the undertaker with a written list of works that are required for the cable works provisional certificate to be issued or confirmation that no further works are required for this purpose.

(3) Within 28 days of the completion of any cable works, the undertaker must submit to National Highways the as built information.

(4) When the cable works, incorporating any further works notified to the undertaker pursuant to sub-paragraph (2)(b), have been completed to the satisfaction of National Highways and the as built information has been provided to National Highways, National Highways must issue the cable works provisional certificate.

(5) The undertaker must make available to National Highways upon request copies of any survey or inspection reports produced pursuant to any inspection or survey of any cable works, following completion of the inspection or survey, that the undertaker may from time to time carry out.

Opening

69. Unless otherwise agreed in writing by National Highways the undertaker must notify National Highways not less than 56 days in advance of the intended date of opening to the public of the strategic road network and the undertaker must notify National Highways of the actual date the strategic road network will be opened to the public within 14 days of that date and must not open the strategic road network to the public prior to the expiration of the requisite notice period.

Final condition survey

70.—(1) The undertaker must, as soon as reasonably practicable after making its application for the road works provisional certificate pursuant to paragraph 67(2) and the cable works provisional certificate pursuant to paragraph 68(1), arrange for any highways structures and assets that were the subject of the condition survey to be re-surveyed and must submit the re-survey to National Highways for its approval. The re-survey will include a renewed geotechnical assessment required by DMRB CD622 for the cable works, road works and any other works beneath the strategic road network.

(2) If the re-surveys carried out pursuant to sub-paragraph (1) indicates that any damage has been caused to a structure or asset, the undertaker must submit a scheme for remedial works in writing to National Highways for its approval in writing and the undertaker must carry out the remedial works at its own cost and in accordance with the scheme submitted and such programme as National Highways may require.

(3) If the undertaker fails to carry out the remedial work in accordance with the approved scheme and programme or fails to submit a scheme for remedial works to National Highways, National Highways may carry out the steps required of the undertaker and may recover from the undertaker any expenditure it reasonably incurs in so doing.

(4) National Highways may, at its discretion, at the same time as giving its approval to the re-surveys pursuant to sub-paragraph (1) give notice in writing that National Highways will remedy any damage identified in the re-surveys and National Highways may recover from the undertaker any expenditure it reasonably incurs in so doing.

(5) The undertaker must make available to National Highways upon request copies of any survey or inspection reports produced pursuant to any inspection or survey of any cable work or road work following its completion that the undertaker may from time to time carry out.

Defects Period

71.—(1) The undertaker must at its own expense remedy any defects in the strategic road network resulting from the carrying out of the road works as are reasonably required by National Highways to be remedied during the defects period. All identified defects must be remedied in accordance with the following timescales—

(a) in respect of matters of urgency, within 24 hours of receiving notification for the same (urgency to be determined at the absolute discretion of National Highways);

(b) in respect of matters which National Highways considers to be serious defects or faults, within 14 days of receiving notification of the same; and

(c) in respect of all other defects notified to the undertaker, within 4 weeks of receiving notification of the same.

(2) Following the issuing of the road works provisional certificate, National Highways has responsibility for routine maintenance of the strategic road network save for any soft landscaping works which must be established and which must thereafter be maintained for a period of 3 years by and at the expense of the undertaker.

Final Certificate

72.—(1) The undertaker must apply to National Highways for the final certificate no sooner than 12 months from the date of the issuing of both the road works provisional certificate and the cable works provisional certificate.

(2) Following receipt of the application for the final certificate, National Highways must as soon as reasonably practicable—

(a) inspect the strategic road network; and

(b) provide the undertaker with a written list of any further works required to remedy or make good any defect or damage in the strategic road network as resulting from the cable works or road works or confirmation that no such works are required for this purpose.

(3) The undertaker must carry out such works notified to it pursuant to sub-paragraph (2).

(4) When National Highways is satisfied that—

(a) any defects or damage arising from defects during the defects period and any defects notified to the undertaker pursuant to sub-paragraph (2) and any remedial works required as a result of any relevant stage 4 road safety audit have been made good to the satisfaction of National Highways; and

(b) the NH costs have been paid to National Highways in full;

National Highways must issue the final certificate.

(5) The bond sum is released in full upon the issue of the final certificate, provided that in the event any claim or claims have been made against the undertaker or liability on its part has arisen under the bond sum (which here will also include any claim or claims to which National Highways are joined howsoever they arise) National Highways will be at liberty to retain a sufficient sum to ensure it does not have to meet any costs for or arising from or in connection with the road works or cable works.

(6) The undertaker must pay to National Highways within 28 days of the date of receipt of a properly issued invoice from National Highways addressed to the undertaker, the costs incurred by National Highways in identifying the defects and supervising and inspecting the undertaker's work to remedy the defects that it is required to remedy pursuant to this paragraph.

Security

73.—(1) The road works and cable works must not commence until the undertaker procures that the road works and cable works are secured by the bond sum to indemnify National Highways against all losses, damages, costs or expenses arising from any breach of any one or more of the obligations of the undertaker in respect of the exercise of the powers under this Order and road works and cable works under the provisions of this Part of this Schedule.

(2) If at any time the undertaker is in breach of these provisions of this Part of this Schedule or becomes insolvent without prejudice to any other remedy National Highways is entitled upon giving notice to the undertaker to use such parts of the bond sum as National Highways considers necessary. For the avoidance of doubt should National Highways have to carry out works pursuant to this Part of this Schedule it may, at its sole discretion, use the bond sum to forward fund such works.

Commuted sums

74.—(1) National Highways must provide to the undertaker an estimate of the commuted sum, calculated in accordance with Commuted Lump Sum A Guide for Promoters of Major Third Party Projects dated 28 November 2023 or any successor guidance, prior to the commencement of the road works.

(2) The undertaker must pay to National Highways the commuted sum prior to the issue of the road works provisional certificate.

Insurance

75. Prior to the commencement of the cable works and road works the undertaker must effect public liability insurance with an insurer in the minimum sum of £50,000,000.00 (fifty million pounds) in respect of any one claim against any legal liability for damage loss or injury to any property or any person as a direct result of the execution of the cable works or road works or use of the strategic road network by the undertaker.

Indemnity

76. The undertaker fully indemnifies National Highways from and against all costs, claims, expenses, damages, losses and liabilities suffered by National Highways arising from, or in connection to the construction, maintenance or use of the road works and cable works, or exercise of or failure to exercise any power under this Order and any such costs shall be paid to National Highways within 14 days of demand save for any loss arising out of or in consequence of any negligent act or default of National Highways.

Maintenance of the authorised development

77.—(1) The undertaker must, prior to the commencement of any works of maintenance to the cable works or road works, give National Highways 28 days' notice in writing of the date on which those works will start unless otherwise agreed by National Highways, acting reasonably.

(2) If, for the purposes of maintaining the cable works or road works, the undertaker needs to occupy any road space, the undertaker must comply with National Highways' road space booking requirements and no maintenance of any works for which a road space booking is required may commence without a road space booking having first been secured.

(3) During any maintenance works, the undertaker must comply with any requirements that National Highways may notify to the undertaker, such requirements to be notified to the undertaker not less than 7 days' in advance of the planned commencement date of the maintenance works.

(4) The provisions of paragraph 69 shall apply to the opening of any part of the strategic road network following occupation of any road space under this paragraph.

Land

78.—(1) Following the issue of the final certificate pursuant to paragraph 72(4) National Highways may serve notice on the undertaker that it wishes to take a freehold transfer of land within the extent of strategic road network boundary which is not in the ownership of National Highways but has been acquired by the undertaker for the purposes of carrying out the road works.

(2) If the undertaker receives notice under sub-paragraph (1) then the undertaker must effect a freehold transfer of the land which is the subject of the notice and complete such transfer as soon as reasonably practicable at no cost to National Highways.

(3) The undertaker must not exercise the powers of this Order over any land forming part of the strategic road network or land owned by National Highways, other than with the consent of National Highways (such consent not to be unreasonably withheld and delayed), so as to—

(a) acquire or use the land;

(b) acquire new or existing rights in the land;

(c) impose or extinguish any restrictive covenant over the land;

(d) extinguish any existing rights held by National Highways; or

(e) interfere with the apparatus of National Highways.

(4) A consent under sub-paragraph (3) must be requested in writing by email to legalservicesinbox@nationalhighways.co.uk.

Expert Determination

79.—(1) Article 44 (arbitration) of the Order does not apply to this Part of this Schedule.

(2) Any difference under this Part of this Schedule may be referred to and settled by a single independent and suitable person who holds appropriate professional qualifications and is a member of a professional body relevant to the matter in dispute acting as an expert, such person to be agreed by the differing parties or, in the absence of agreement, identified by the President of the Institution of Civil Engineers.

(3) On notification by either party of a dispute, the parties must jointly instruct an expert within 14 days of notification of the dispute.

(4) All parties involved in settling any difference must use best endeavours to do so within 21 days from the date that an expert is appointed.

(5) The expert must—

(a) invite the parties to make submission to the expert in writing and copied to the other party to be received by the expert within 7 days of the expert's appointment;

(b) permit a party to comment on the submissions made by the other party within 7 days of receipt of the submission;

(c) issue a decision within 7 days of receipt of the submissions under paragraph (b); and

(d) give reasons for the decision.

(6) Any determination by the expert is final and binding, except in the case of manifest error in which case the difference that has been subject to expert determination may be referred to and settled by arbitration under article 44.

(7) The fees of the expert are payable by the parties in such proportions as the expert may determine or, in the absence of such determination, equally.

PART 7

FOR THE PROTECTION OF THE ENVIRONMENT AGENCY

80.—(1) The following provisions apply for the protection of the Agency unless otherwise agreed in writing between the undertaker and the Agency.

(2) In this part of this Schedule—

"Agency" means the Environment Agency;

"construction" includes execution, placing, altering, replacing, relaying and removal and excavation and "construct" and "constructed" is construed accordingly;

"drainage work" means any main river and includes any land which provides or is expected to provide flood storage capacity for any main river and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage, flood defence or tidal monitoring;

"emergency" means an occurrence which presents a risk of—

(a) serious flooding;

(b) serious detrimental impact on drainage;

(c) serious harm to the environment;

"fishery" means any waters containing fish and fish in, or migrating to or from, such waters and the spawn, spawning ground, habitat or food of such fish;

"main river" has the same meaning given in section 113 of the Water Resources Act 1991;

"non-tidal main river" has the meaning given in paragraph 2(1) of Part 1 of Schedule 25 to the Environmental Permitting (England and Wales) Regulations 2016;

"plans" includes plans, sections, elevations, drawings, specifications, programmes, proposals, calculations, method statements and descriptions;

"remote defence" means any berm, wall or embankment that is constructed for the purposes of preventing or alleviating flooding from, or in connection with, any main river;

"sea defence" means any bank, wall, embankment (any berm, counterwall or cross-wall connected to any such bank, wall or embankment), barrier, tidal sluice and other defence, whether natural or artificial, against the inundation of land by sea water or tidal water, including natural or artificial high ground which forms part of or makes a contribution to the efficiency of the defences of the Agency's area against flooding, but excludes any sea defence works which are for the time being maintained by a coast protection authority under the provisions of the Coast Protection Act 1949 or by any local authority or any navigation, harbour or conservancy authority;

"specified work" means so much of any work or operation authorised by this Order as is in, on, under, over or within;

(a) 16 metres of the base of a sea defence which is likely to—

  (i) endanger the stability of, cause damage or reduce the effectiveness of that sea defence, or

  (ii) interfere with the Agency's access to or along that sea defence or the Agency's ability to undertake works to ensure the efficacy of that sea defence;

(b) 8 metres of the base of a remote defence which is likely to—

  (i) endanger the stability of, cause damage or reduce the effectiveness of that remote defence, or

  (ii) interfere with the Agency's access to or along that remote defence;

(c) 16 metres of a drainage work involving a tidal main river;

(d) 8 metres of a drainage work involving a non-tidal main river;

(e) any distance of a drainage work and is otherwise likely to—

  (i) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;

  (ii) affect the flow, purity or quality of water in any main river or other surface waters;

  (iii) cause obstruction to the free passage of fish or damage to any fishery;

  (iv) affect the conservation, distribution or use of water resources; or

(v) affect the conservation value of the main river and habitats in its immediate vicinity;

or which involves—

(f) an activity that includes dredging, raising or taking of any sand, silt, ballast, clay, gravel or other materials from or off the bed or banks of a drainage work (or causing such materials to be dredged, raised or taken), including hydrodynamic dredging or desilting; and

(g) any quarrying or excavation within 16 metres of a drainage work which is likely to cause damage to or endanger the stability of the banks or structure of that drainage work;

"tidal main river" has the meaning given in paragraph 2(1) of Part 1 of Schedule 25 to the Environmental Permitting (England and Wales) Regulations 2016.

Submission and approval of plans

81.—(1) Before beginning to construct any specified work, the undertaker must submit to the Agency plans of the specified work and such further particulars available to it as the Agency may within 28 days of the receipt of the plans reasonably request.

(2) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the Agency, or determined under paragraph 91.

(3) Any approval of the Agency required under this paragraph—

(a) must not be unreasonably withheld or delayed;

(b) subject to sub-paragraph (5), is deemed to have been refused if it is neither given nor refused within 2 months of the submission of the plans or such later date as is agreed between the Agency and the undertaker and if further particulars have been requested pursuant to sub-paragraph (1) the period between the making of this request and the provision of further particulars in response to it shall not be taken into account in the calculation of the 2 months for the purposes of this sub-paragraph; and

(c) may be given subject to such reasonable requirements as the Agency may have for the protection of any drainage work or the fishery or for the protection of water resources, or for the prevention of flooding or pollution or for nature conservation or the prevention of environmental harm in the discharge of its environmental duties.

(4) The Agency must use its reasonable endeavours to respond to the submission of any plans before the expiration of the period mentioned in sub-paragraph (3)(b).

(5) In the case of a refusal, the Agency must provide reasons for the grounds of that refusal.

Construction of protective works

82.—(1) Without limiting paragraph 81 the requirements which the Agency may have under that paragraph include conditions requiring the undertaker, at its own expense, to construct such protective works, whether temporary or permanent, before or during the construction of the specified works (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

(a) to safeguard any drainage work against damage; or

(b) to secure that its efficiency for flood defence purposes is not impaired and that the risk of flooding is not otherwise increased,

by reason of any specified work.

Timing of works and service of notices

83.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the Agency under paragraph 82, must be constructed—

(a) without unreasonable delay in accordance with the plans approved under this Part of this Schedule; and

(b) to the reasonable satisfaction of the Agency,

and the Agency is entitled by its officer to watch and inspect the construction of such works.

(2) The undertaker must give to the Agency not less than 14 days' notice in writing of its intention to commence construction of any specified work and notice in writing of its completion not later than 7 days after the date on which it is completed.

(3) If the Agency reasonably requires, the undertaker must construct all or part of the protective works so that they are in place prior to the construction of any specified work to which the protective works relate.

Works not in accordance with this Schedule

84.—(1) If there is any failure by the undertaker to obtain consent or comply with conditions imposed by the Agency in accordance with these protective provisions and where the Agency acting reasonably considers it necessary to avoid any of the risks specified in sub-paragraph (2), the Agency may serve written notice requiring the undertaker to cease all or part of the specified works as may be specified within the notice within the period specified in the notice, and the undertaker must cease constructing the specified works or part thereof until such time as it has obtained the consent or complied with the condition specified within the notice served.

(2) The risks specified in sub-paragraph (1) are—

(a) risk of flooding;

(b) risk of harm to the environment;

(c) risk of detrimental impact on drainage;

(d) damage to the fishery.

(3) If any part of a specified work or any protective work required by the Agency is constructed otherwise than in accordance with the requirements of this Part of this Schedule, the Agency may by notice in writing require the undertaker at the undertaker's own expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and the Agency in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to such extent and within such limits as the Agency reasonably requires.

(4) Subject to sub-paragraph (5), if, within a reasonable period, being not less than 28 days beginning with the date when a notice under sub-paragraph (3) is served upon the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the Agency may execute the works specified in the notice and any reasonable expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(5) In the event of any dispute as to whether sub-paragraph (3) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the Agency must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (4) until the dispute has been finally determined in accordance with paragraph 91.

Maintenance of works

85.—(1) Subject to sub-paragraph (5) the undertaker must from the commencement of the construction of the specified works maintain in good repair and condition and free from obstruction any drainage work which is situated within the limits of deviation and on land held by the undertaker for the purposes of or in connection with the specified works, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any such drainage work which the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the Agency, the Agency may by notice in writing require the undertaker

to repair and restore the work, or any part of such work, or (if the undertaker so elects and the Agency in writing consents, such consent not to be unreasonably withheld or delayed), to remove the work and restore the site to its former condition, to such extent and within such limits as the Agency reasonably requires.

(3) Subject to sub-paragraph (4) if, within a reasonable period, being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the Agency may do what is necessary for such compliance and any reasonable expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the Agency must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined in accordance with paragraph 91.

(5) This paragraph does not apply to—

(a) drainage works which are vested in the Agency, or which the Agency or another person is liable to maintain and is not proscribed by the powers of the Order from doing so; and

(b) any obstruction of a drainage work expressly authorised in the approval of specified works plans and carried out in accordance with the provisions of this Part provided that any obstruction is removed as soon as reasonably practicable.

Remediating impaired drainage work

86. If by reason of the construction of any specified work or of the failure of any such work, the efficiency of any drainage work for flood defence purposes is impaired, or that drainage work is otherwise damaged, such impairment or damage must be made good by the undertaker to the reasonable satisfaction of the Agency and if the undertaker fails to do so, the Agency may make good the impairment or damage and recover any expenditure incurred by the Agency in so doing from the undertaker.

Agency access

87. If by reason of the construction of any specified work or the failure of any such work, the Agency's access to flood defences or equipment maintained for flood defence purposes is materially obstructed, the undertaker must notify the Agency immediately and provide suitable alternative means of access that will allow the Agency to maintain the flood defence or use the equipment no less effectively than was possible before the obstruction occurred and such alternative access must be made available as soon as reasonably practicable after the undertaker becomes aware of such obstruction, except in the case of an emergency in which case the undertaker must provide such alternative means of access on demand.

Free passage of fish

88.—(1) The undertaker must take all such measures as may be reasonably practicable to prevent any interruption of the free passage of fish in the fishery during the construction of any specified work.

(2) If by reason of—

(a) the construction of any specified work; or

(b) the failure of any such work,

damage to the fishery is caused, or the Agency has reason to expect that such damage may be caused, the Agency may serve notice on the undertaker requiring it to take such steps as may be reasonably practicable to make good the damage, or, as the case may be, to protect the fishery against such damage within the period specified in the notice.

(3) If, the undertaker fails to take such steps as are described in the notice served under sub-paragraph (2), the Agency may take those steps and any expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(4) In any case where immediate action by the Agency is reasonably required in order to secure that the risk of damage to the fishery is avoided or reduced, the Agency may take such steps as are reasonable for the purpose, and may recover from the undertaker any expenditure incurred in so doing provided that notice specifying those steps is served on the undertaker as soon as reasonably practicable after the Agency has taken, or commenced to take, the steps specified in the notice.

Indemnity

89. The undertaker indemnifies the Agency in respect of all costs, charges and expenses which the Agency may incur—

(a) in the examination or approval of plans under this Part of this Schedule;

(b) in the inspection of the construction of the specified works or any protective works required by the Agency under this Part of this Schedule; and

(c) in the carrying out of any surveys or tests by the Agency which are reasonably required in connection with the construction of the specified works.

90.—(1) The undertaker is responsible for and indemnifies the Agency against all costs and losses, liabilities, claims and demands not otherwise provided for in this Schedule which may be reasonably incurred or suffered by the Agency by reason of, or arising out of—

(a) the construction, operation or maintenance of any specified works comprised within the authorised development or the failure of any such works comprised within them; or

(b) any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged upon the construction, operation or maintenance of the authorised development or dealing with any failure of the authorised development.

(2) For the avoidance of doubt, in sub-paragraph (1)—

"costs" includes—

(a) expenses and charges;

(b) staff costs and overheads;

(c) legal costs;

(d) "losses" includes physical damage.

"claims" and "demands" include as applicable—

(a) costs (within the meaning of this paragraph) incurred in connection with any claim or demand;

(b) any interest element of sums claimed or demanded;

"liabilities" includes—

(a) contractual liabilities;

(b) tortious liabilities (including liabilities for negligence or nuisance);

(c) liabilities to pay statutory compensation or for breach of statutory duty; and

(d) liabilities to pay statutory penalties imposed on the basis of strict liability (but does not include liabilities to pay other statutory penalties).

(3) The Agency must give to the undertaker reasonable notice of any such claim or demand and must not settle or compromise a claim without the agreement of the undertaker and that agreement must not be unreasonably withheld or delayed.

(4) The Agency must, at all times take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss.

(5) The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved by the Agency, or to its satisfaction, or in accordance with any directions or

award of an arbitrator, must not relieve the undertaker from any liability under the provisions of this Part of this Schedule.

(6) Nothing in this paragraph imposes any liability on the undertaker with respect to any costs, charges, expenses, damages, claims, demands or losses to the extent that they are attributable to the neglect or default of the Agency, its officers, servants, contractors or agents.

Disputes

91. Any dispute arising between the undertaker and the Agency under this Part of this Schedule must, if the parties agree, be determined by arbitration under article 44 (arbitration), but failing agreement be determined by the Secretary of State for Environment, Food and Rural Affairs or its successor and the Secretary of State for Energy Security and Net Zero or its successor acting jointly on a reference to them by the undertaker or the Agency, after notice in writing by one to the other.

PART 8

FOR THE PROTECTION OF CADENT GAS LIMITED

Application

92. For the protection of Cadent the following provisions will, unless otherwise agreed in writing between the undertaker and Cadent, have effect.

Interpretation

93. In this Part of this Schedule—

"alternative apparatus" means appropriate alternative apparatus to the reasonable satisfaction of Cadent to enable Cadent to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means any gas mains, pipes, pressure governors, ventilators, cathodic protections (including transformed rectifiers and any associated groundbeds or cables), cables, marker posts, block valves, hydrogen above ground installations or other apparatus belonging to, or maintained by, Cadent for the purposes of Cadent's undertaking together with any replacement apparatus and such other apparatus constructed pursuant to this Order that becomes operational apparatus of Cadent for the purposes of Cadent's undertaking and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

"authorised works" has the same meaning as is given to the term "authorised development" in article 2 of this Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;

"Cadent" means Cadent Gas Limited and includes its successors in title or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986;

"Cadent's undertaking" means the rights, duties and obligations of Cadent Gas Limited as a public gas transporter within the meaning of Section 7 of the Gas Act 1986 (as amended by the Gas Act 1995);

"commence" has the same meaning as in article 2 of this Order and commencement will be construed to have the same meaning save that, for the purposes of this Part of this Schedule only, the terms "commence" and "commencement" include operations for the purposes of intrusive archaeological investigations and intrusive investigations of the existing condition of the ground or of structures within 15 metres in any direction of Cadent's apparatus;

"deed of consent" means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing

easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

"functions" includes powers and duties;

"ground mitigation scheme" means a scheme approved by Cadent (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

"ground monitoring scheme" means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, must require the undertaker to submit for Cadent's approval a ground mitigation scheme;

"ground subsidence event" means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

"in" in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

"maintain" and "maintenance" will include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of Cadent including retain, lay, construct, inspect, maintain, protect, use, access, enlarge, replace, renew, remove, decommission or render unusable or remove the apparatus;

"plan" or "plans" include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary to properly and sufficiently describe and assess the works to be executed;

"rights" includes rights and restrictive covenants and, in relation to decommissioned apparatus, the surrender of rights, release of liabilities and transfer of decommissioned apparatus; and

"specified works" means any of the authorised works or activities (including maintenance) undertaken in association with the authorised works which—

(a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 98(2) or otherwise;

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 98(2) or otherwise; or

(c) include any of the activities that are referred to in CD/SP/SSW/22 (Cadent's Specification for Safe Working in the Vicinity of Cadent Assets).

On street apparatus

94.—(1) Except for—

(a) paragraph 95 (apparatus of Cadent in stopped up streets);

(b) paragraph 98 (removal of apparatus) insofar as sub-paragraph (2) applies;

(c) paragraph 99 (facilities and rights for alternative apparatus) in so far as sub-paragraph (2) applies;

(d) paragraph 100 (retained apparatus: protection of Cadent);

(e) paragraph 101 (expenses); and

(f) paragraph 102 (indemnity),

of this Part of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of Cadent, the other provisions of this Part of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and Cadent are regulated by the provisions of Part 3 of the 1991 Act.

(2) Paragraphs 98 and 99 of this Part of this Schedule will apply to diversions even where carried out under the 1991 Act, in circumstances where any apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within existing adopted public highway.

(3) Notwithstanding article 12 (temporary closure, restriction or prohibition of use of streets and public rights of way) or any other powers in the Order generally, section 85 of the 1991 Act in relation to cost sharing and the regulations made thereunder will not apply in relation to any diversion of apparatus of Cadent under the 1991 Act.

Apparatus of Cadent in stopped up streets

95.—(1) Notwithstanding the temporary closure, restriction or prohibition of use of any street under the powers of article 12 (temporary closure, restriction or prohibition of use of streets and public rights of way), Cadent will be at liberty at all times to take all necessary access across any such street and to execute and do all such works and things in, upon or under any such street as it would have been entitled to do immediately before such temporary closure or restriction in respect of any apparatus which at the time of the stopping up or diversion was in that street.

(2) The protective provisions in this Part of this Schedule apply and take precedence over article 34 (apparatus and rights of statutory undertakers in closed or restricted streets) which shall not apply to Cadent.

Protective works to buildings

96.—(1) The undertaker, in the case of the powers conferred by article 19 (protective works to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of Cadent and, if by reason of the exercise of those powers any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of Cadent or any interruption in the supply of gas by Cadent, as the case may be, is caused, the undertaker must bear and pay on demand the cost reasonably incurred by Cadent in making good such damage or restoring the supply; and, subject to sub-paragraph (2), will—

(a) pay compensation to Cadent for any loss sustained by it; and

(b) indemnify Cadent against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by Cadent, by reason of any such damage or interruption.

(2) Nothing in this paragraph imposes any liability on the undertaker with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or default of Cadent or its contractors or workers; and Cadent will give to the undertaker reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made by Cadent, save in respect of any payment required under a statutory compensation scheme, without first consulting the undertaker and giving the undertaker an opportunity to make representations as to the claim or demand.

Acquisition of land

97.—(1) Regardless of any provision in this Order or anything shown on the land plan or contained in the book of reference to the Order, the undertaker may not appropriate or acquire any interest in land or appropriate, acquire, extinguish, interfere with or override any easement, other interest or right or apparatus in land of Cadent otherwise than by agreement.

(2) As a condition of agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between Cadent and the undertaker) that are subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of Cadent or affects the provisions of any enactment or agreement regulating the relations between Cadent and the undertaker in respect of any apparatus laid or erected in land belonging to or

secured by the undertaker, the undertaker must as Cadent reasonably requires enter into such deeds of consent and variations upon such terms and conditions as may be agreed between Cadent and the undertaker acting reasonably and which must be no less favourable on the whole to Cadent unless otherwise agreed by Cadent, and the undertaker shall use reasonable endeavours to procure and secure the consent to and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) The undertaker and Cadent agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation or removal of apparatus, including but not limited to the payment of costs and expenses relating to such relocation or removal of apparatus and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by Cadent or other enactments relied upon by Cadent as of right or other use in relation to the apparatus, then the provisions in this Part of this Schedule will prevail.

(4) Any agreement or consent granted by Cadent under paragraph 100 or any other paragraph of this Part of this Schedule, will be taken to constitute agreement under sub-paragraph (1).

(5) As a condition of an agreement under sub-paragraph (1) that involves decommissioned apparatus being left in situ in land owned by the undertaker, the undertaker must accept a surrender of any existing easement or other interest of Cadent in such decommissioned apparatus and consequently acquire title to such decommissioned apparatus and release Cadent from all liabilities in respect of such decommissioned apparatus from the date of such surrender but excluding any liabilities that exist prior to the date of such surrender.

(6) Where the undertaker acquires the freehold of any land which is subject to any Cadent right or interest (including, without limitation, easements and agreements relating to rights or other interests) and the provisions of paragraph 99 do not apply, the undertaker must—

(a) retain any notice of Cadent's easement, right or other interest on the title to the relevant land when registering the undertaker's title to such acquired land; and

(b) (where no such notice of Cadent's easement, right or other interest exists in relation to such acquired land or any such notice is registered only on the Land Charges Register) include (with its application to register title to the undertaker's interest in such acquired land at the Land Registry) a notice of Cadent's easement, right or other interest in relation to such acquired land.

Removal of apparatus

98.—(1) If, in the exercise of any agreement reached in accordance with paragraph 97, or in any other authorised manner, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be decommissioned or removed under this Part of this Schedule and any right of Cadent to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, is in operation, and the facilities and rights referred to in sub-paragraph (2) have been provided, to the satisfaction of Cadent and in accordance with sub-paragraphs (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to Cadent advance written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order Cadent reasonably needs to move or remove any of its apparatus) the undertaker must afford to Cadent to its satisfaction (taking into account paragraph 99(1)) the necessary facilities and rights—

(a) for the construction of alternative apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus);

(b) subsequently for the maintenance of that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus); and

(c) to allow access to that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus).

(3) If the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, Cadent may, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to assist the undertaker in obtaining the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation will not extend to the requirement for Cadent to use its compulsory purchase powers to this end unless it (in its absolute discretion) elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between Cadent and the undertaker or settled by arbitration.

(5) Cadent must, after the alternative apparatus to be provided or constructed has been agreed or settled, and subject to the prior grant to Cadent of such facilities and rights as are referred to in sub-paragraph (2) or (3) have been afforded to Cadent to its satisfaction, then proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to decommission or remove any apparatus required by the undertaker to be decommissioned or removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

99.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for Cadent facilities and rights in land for the access to, or construction and maintenance of alternative apparatus in substitution for apparatus to be decommissioned or removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Cadent and must be no less favourable on the whole to Cadent than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed unless otherwise agreed by Cadent.

(2) If the facilities and rights to be afforded by the undertaker and agreed with Cadent under sub-paragraph (1) in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to Cadent than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed (in Cadent's opinion, acting reasonably), then the terms and conditions to which those facilities and rights are subject in the matter will be referred to arbitration in accordance with paragraph 106 (arbitration) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to Cadent as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of Cadent

100.—(1) Not less than 56 days (or such time period as may be agreed in writing between Cadent and the undertaker) before the commencement of any specified works the undertaker must submit to Cadent a plan and, if reasonably required by Cadent, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to Cadent under sub-paragraph (1) must include a method statement and describe—

(a) the exact position of the works;

(b) the level at which these are proposed to be constructed or renewed;

(c) the manner of their construction or renewal including details of excavation, positioning of plant etc.;

(d) the position of all apparatus;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and

(f) any intended maintenance regimes.

(3) The undertaker must not commence any specified works until Cadent has given written approval of the plan so submitted (and the ground monitoring scheme if required).

(4) Any approval of Cadent required under sub-paragraph (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (5) or (7); and

(b) must not be unreasonably withheld or delayed.

(5) In relation to any specified works to which sub-paragraph (1) applies, Cadent may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph applies must only be executed in accordance with—

(a) the plan submitted under sub-paragraph (1) and (2) or as relevant sub-paragraph (5), as approved or as amended from time to time by agreement between the undertaker and Cadent; and

(b) all conditions imposed under sub-paragraph (4)(a), and Cadent will be entitled to watch and inspect the execution of those works where reasonably practicable to do so and in accordance with any relevant health and safety legislation.

(7) Where Cadent requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to Cadent's satisfaction prior to the commencement of any specified works (or any relevant part thereof) for which protective works are required prior to commencement.

(8) If Cadent, in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 92 to 94 and 97 to 99 apply as if the removal of the apparatus had been required by the undertaker under sub-paragraph 98(2) provided that such written notice must be given by Cadent to the undertaker no later than as part of the approval of a plan submitted pursuant to sub-paragraph (1).

(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(10) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to Cadent notice as soon as is reasonably practicable and a plan of those works and must comply with—

(a) the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances; and

(b) sub-paragraph (11) at all times.

(11) At all times when carrying out any works authorised under the Order the undertaker must comply with the Cadent's policies for safe working in proximity to gas apparatus "Specification for Safe Working in the Vicinity of Cadent Assets CAD//SP/SSW/22" and HSE's "HS(~G)47 Avoiding Danger from underground services".

(12) As soon as reasonably practicable after any ground subsidence event attributable to the authorised works the undertaker must implement an appropriate ground mitigation scheme save that Cadent retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 101.

Expenses

101.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to Cadent on demand all charges, costs and expenses reasonably anticipated or incurred by Cadent in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works as are referred to in this Part of this Schedule including without limitation—

(a) any costs reasonably incurred by or compensation properly paid by Cadent in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs (including professional fees) incurred by Cadent as a consequence of Cadent—

(i) using its own compulsory purchase powers to acquire any necessary rights under sub-paragraph 98(3) if it elects to do so; or

(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting Cadent;

(b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;

(c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;

(d) the approval of plans;

(e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;

(f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule;

(g) any watching brief pursuant to sub-paragraph 100(6).

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 106 to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to Cadent by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible or appropriate in the circumstances (including due to statutory or regulatory changes) to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and

(b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to Cadent in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on Cadent any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

Indemnity

102.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part of this Schedule (including without limitation relocation, diversion, decommissioning, construction and maintenance of apparatus or alternative apparatus) or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by the undertaker) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of Cadent, or there is any interruption in any service provided, or in the supply of any goods, by Cadent, or Cadent becomes liable to pay any amount to any third party, the undertaker will—

(a) bear and pay on demand, accompanied by an invoice or claim from Cadent, the cost reasonably incurred by Cadent in making good such damage or restoring the supply; and

(b) indemnify Cadent for any other expenses, loss, demands, proceedings, damages, claims, penalty, or costs incurred by or recovered from Cadent, by reason or in consequence of any such damage or interruption or Cadent becoming liable to any third party as aforesaid other than arising from any negligence or default of Cadent.

(2) The fact that any act or thing may have been done by Cadent on behalf of the undertaker or in accordance with a plan approved by Cadent or in accordance with any requirement of Cadent or under its supervision including under any watching brief will not (unless sub-paragraph (3) applies) excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless Cadent fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan or in a manner as may otherwise be agreed between the undertaker and Cadent.

(3) Nothing in sub-paragraph (1) will impose any liability on the undertaker in respect of—

(a) any damage or interruption to the extent that it is attributable to the neglect or default of Cadent, its officers, servants, contractors or agents; and

(b) any authorised works or any other works authorised by this Part of this Schedule carried out by Cadent as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the 2008 Act or article 37 (consent to transfer the benefit of the Order) of the Order subject to the proviso that once such works become apparatus ("new apparatus"), any authorised works yet to be executed and not falling within this paragraph (b) will be subject to the full terms of this Part of this Schedule including this paragraph in respect of such new apparatus.

(4) Cadent must give the undertaker reasonable notice of any such third party claim or demand and no settlement, admission of liability or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering its representations.

Enactments and agreements

103. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between Cadent and the undertaker, nothing in this Part of this Schedule will

affect the provisions of any enactment or agreement regulating the relations between the undertaker and Cadent in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

104.—(1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or Cadent requires the removal of apparatus under paragraph 98(2) or Cadent makes requirements for the protection or alteration of apparatus under paragraph 100, the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised works and taking into account the need to ensure the safe and efficient operation of Cadent's undertaking and Cadent must use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever Cadent's consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker, Cadent's consent must not be unreasonably withheld or delayed.

Access

105. If in consequence of any agreement reached in accordance with paragraph 97(1) or the powers granted under this Order the access to any apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus) is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable Cadent to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

106. Save for differences or disputes arising under paragraphs 98(2) and 98(4) any difference or dispute arising between the undertaker and Cadent under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and Cadent, be determined by arbitration in accordance with article 44 (arbitration).

Notices

107. Notwithstanding article 46 (service of notices) any plans submitted to Cadent by the undertaker pursuant to paragraph 100(1) must be sent via email to Cadent Gas Limited Plant Protection at plantprotection@cadentgas.com copied by e-mail to toby.feirn@cadentgas.com and sent to the General Counsel Department at Cadent's registered office or such other address as Cadent may from time to time appoint instead for that purpose and notify to the undertaker in writing.

PART 9

FOR THE PROTECTION OF THE LEAD LOCAL FLOOD AUTHORITY

108. The provisions of this Part have effect for the protection of the lead local flood authority unless otherwise agreed in writing between the undertaker and the lead local flood authority.

109. In this Part of this Schedule—

"construction" includes execution, placing, altering, replacing, relaying and removal; and "construct" and "constructed" must be construed accordingly.

"drainage authority" means in relation to an ordinary watercourse, the drainage board concerned within the meaning of section 23 (prohibition on obstructions etc. in watercourses) of the Land Drainage Act 1991;

"drainage work" means any ordinary watercourse and includes any land that provides or is expected to provide flood storage capacity for any ordinary watercourse and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage or flood defence;

"evidence" includes hydraulic modelling, infiltration test results and geotechnical evaluations;

"ordinary watercourse" has the meaning given in section 72 (Interpretation) of the Land Drainage Act 1991;

"plans" includes sections, drawings, specifications and method statements;

"specified work" means so much of any work or operation authorised by this Order as is in, on, under, over or within 9 metres of a drainage work or is otherwise likely to—

(a) affect any drainage work within the drainage authority area;

(b) affect the total volume or volumetric rate of flow of water in or flowing to or from any drainage work within the drainage authority area;

(c) affect the flow of water in any drainage work within the drainage authority area; and

(d) affect the conservation, distribution or use of water resources.

110.—(1) Before beginning to construct any specified work, the undertaker must submit to the drainage authority plans of the specified work, evidence to support said plans and any such further particulars available to it as the drainage authority may within 28 days of the submission of the plans reasonably require (or submission of further particulars if required by the drainage authority).

(2) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the drainage authority or determined under paragraph 117.

(3) Any approval of the drainage authority required under this paragraph—

(a) must not be unreasonably withheld or delayed;

(b) is deemed to have been given if it is neither given nor refused within 2 months of the submission of the plans for approval (or the submission of further particulars if applicable) or, in the case of a refusal, if it is not accompanied by a statement of the grounds of refusal; and

(c) may be given subject to such reasonable requirements and conditions as the drainage authority may consider appropriate.

(4) The drainage authority must use its reasonable endeavours to respond to the submission of any plans before the expiration of the period mentioned in sub-paragraph (3).

111. Without limiting paragraph 110, the requirements which the drainage authority may make under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, whether temporary or permanent, during the construction of the specified work (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

(a) to safeguard any drainage work against damage; or

(b) to secure that its efficiency for flood defence purposes is not impaired and that the risk of flooding is not otherwise increased, by reason of any specified work.

112.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the drainage authority under paragraph 111, must be constructed—

(a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part; and

(b) to the reasonable satisfaction of the drainage authority, and an officer of the drainage authority is entitled to give such notice as may be reasonably required in the circumstances to watch and inspect the construction of such works.

(2) The undertaker must give to the drainage authority—

(a) not less than 14 days' notice in writing of its intention to commence construction of any specified work; and

(b) notice in writing of its completion not later than 7 days after the date on which it is brought into use.

(3) If the drainage authority reasonably requires, the undertaker must construct all or part of the protective works so that they are in place before the construction of the specified work.

(4) If any part of a specified work or any protective work required by the drainage authority is constructed otherwise than in accordance with the requirements of this Part, the drainage authority may by notice in writing require the undertaker at the undertaker's expense to comply with the requirements of this Part or (if the undertaker so elects and the drainage authority in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to such extent and within such limits as the drainage authority reasonably requires.

(5) Subject to sub-paragraph (6), if within a reasonable period, being not less than 28 days from the date when a notice under sub-paragraph (4) is served on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and subsequently to make reasonably expeditious progress towards their implementation, the drainage authority may execute the works specified in the notice, and any expenditure reasonably incurred by it in so doing is recoverable from the undertaker.

(6) In the event of any dispute as to whether sub-paragraph (4) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the drainage authority must not except in emergency exercise the powers conferred by sub-paragraph (4) until the dispute has been finally resolved by agreement or determined under paragraph 117.

113. If by reason of the construction of any specified work or of the failure of any such work the efficiency of any drainage work for flood defence purposes is impaired, or the drainage work is otherwise damaged, the impairment or damage must be made good by the undertaker to the reasonable satisfaction of the drainage authority and, if the undertaker fails to do so, the drainage authority may make good the impairment or damage and recover from the undertaker the expense reasonably incurred by it in doing so.

114. The undertaker must compensate the drainage authority in respect of all costs, charges and expenses that the drainage authority may reasonably incur, have to pay or may sustain—

(a) in the examination or approval of plans and evidence under this Part;

(b) in inspecting the proposed site for and construction of any specified work or any protective works required by the drainage authority under this Part; and

(c) in carrying out of any surveys or tests by the drainage authority that are reasonably required in connection with the construction of the specified work.

115.—(1) Without limiting the other provisions of this Part, the undertaker must compensate the drainage authority in respect of all claims, demands, proceedings, costs, damages, expenses or loss that may be made or taken against, reasonably recovered from or incurred by the drainage authority by reason of—

(a) any damage to any drainage work so as to impair its efficiency for the purposes of flood defence;

(b) any flooding or increased flooding of any such land which is caused by, or results from, the construction of the specified work or any act or omission of the undertaker, its contractors, agents or employees whilst engaged upon the work.

(2) The drainage authority must give to the undertaker reasonable notice of any such claim or demand, and no settlement or compromise may be made without the agreement of the undertaker which agreement must not be unreasonably withheld or delayed.

(3) The drainage authority must use its reasonable endeavours to mitigate in whole or in part and to minimise any claims, demands, proceedings, costs, damages, expenses or loss to which this

paragraph applies. If requested to do so by the undertaker, the drainage authority must provide an explanation of how the claim has been minimised. The undertaker is only liable under this paragraph for claims reasonably incurred by the drainage authority.

116. The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved or deemed to be approved by the drainage authority, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from any liability under this Part.

117. Any dispute between the undertaker and the drainage authority under this Part, unless otherwise agreed, must be determined by arbitration under article 44 (arbitration).

SCHEDULE 16

Article 47

PROCEDURE FOR DISCHARGE OF REQUIREMENTS

Interpretation

1.—(1) In this Schedule—

"discharge" means any consent, agreement or approval required by—

(a) a requirement;

(b) a document referred to by a requirement; or

(c) a document that has been approved pursuant to a requirement;

"requirement consultee" means—

(a) any body or authority named in a requirement as a body to be consulted by the relevant planning authority in discharging that requirement; and

(b) in relation to an application made under requirement 3 to amend an approved document (as defined in requirement 3), any body or authority that was required to be consulted in relation to the approval of that approved document; and

"start date" means the date of the notification given by the Secretary of State under paragraph 4(2)(b).

(2) In the event an application is made to discharge more than one consent, agreement or approval, this must be treated as though separate applications were made for the discharge of each consent, agreement or approval.

Applications made under requirement

2.—(1) Where an application has been made to the relevant planning authority for any consent, agreement or approval required by a requirement, the undertaker will also submit a copy of that application to any requirement consultee.

(2) Where an application has been made to the relevant planning authority for any consent, agreement or approval required by a requirement, the relevant planning authority must give notice to the undertaker of its decision on the application within a period of ten weeks beginning with the later of—

(a) the day immediately following that on which the application is received by the authority;

(b) the day immediately following that on which further information has been supplied by the undertaker under paragraph 3; or

(c) such longer period that is agreed in writing by the undertaker and the relevant planning authority.

(3) Subject to sub-paragraph (4), in the event that the relevant planning authority does not determine an application within the period set out in sub-paragraph (2), the relevant planning authority is to be taken to have granted all parts of the application (without any condition or qualification) at the end of that period.

(4) Any application made to the relevant planning authority pursuant to sub-paragraph (1) must include a statement to confirm whether it is likely that the subject matter of the application will give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement and if it will then it must be accompanied by information setting out what those effects are.

(5) Where an application has been made to the relevant planning authority for any consent, agreement or approval required by a requirement included in this Order and the relevant planning authority does not determine the application within the period set out in sub-paragraph (1) and is accompanied by a report pursuant to sub-paragraph (4) which states that the subject matter of such

application is likely to give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement then the application is to be taken to have been refused by the relevant planning authority at the end of that period.

Further information and consultation

3.—(1) In relation to any application to which this Schedule applies, the relevant planning authority may request such reasonable further information from the undertaker as is necessary to enable it to consider the application.

(2) In the event that the relevant planning authority considers such further information to be necessary and the provision governing or requiring the application does not specify that consultation with a requirement consultee is required, the relevant planning authority must, within 15 working days of receipt of the application, notify the undertaker in writing specifying the further information required.

(3) If the provision governing or requiring the application specifies that consultation with a requirement consultee is required, the relevant planning authority must issue the consultation to the requirement consultee within 10 working days of receipt of the application, and must notify the undertaker in writing specifying any further information the relevant planning authority considers necessary or that is requested by the requirement consultee within 10 working days of receipt of such a request and in any event within 20 working days of receipt of the application (or such other period as is agreed in writing between the undertaker and the relevant planning authority).

(4) In the event that the relevant planning authority does not give notification as specified in sub-paragraph (2) or (3) it is deemed to have sufficient information to consider the application and is not thereafter entitled to request further information without the prior agreement of the undertaker.

(5) Where further information is requested under this paragraph in relation to part only of an application, that part is to be treated as separate from the remainder of the application for the purposes of calculating time periods in paragraph 2 and paragraph 3.

Appeals

4.—(1) The undertaker may appeal in the event that—

(a) the relevant planning authority refuses an application for any consent, agreement or approval required by a requirement included in this Order or grants it subject to conditions;

(b) the relevant planning authority is deemed to have refused an application pursuant to paragraph 2(5);

(c) on receipt of a request for further information pursuant to paragraph 3 the undertaker considers that either the whole or part of the specified information requested by the relevant planning authority is not necessary for consideration of the application; or

(d) on receipt of any further information requested, the relevant planning authority notifies the undertaker that the information provided is inadequate and requests additional information which the undertaker considers is not necessary for consideration of the application.

(2) The steps to be followed in the appeal process are as follows—

(a) the undertaker must submit the appeal documentation to the Secretary of State and must on the same day provide copies of the appeal documentation to the relevant planning authority and any requirement consultee;

(b) the Secretary of State must appoint a person to determine the appeal as soon as reasonably practicable and must, as soon as reasonably practicable, notify the appeal parties of the identity of the appointed person and the address to which all correspondence for the appointed person's attention should be sent;

(c) the relevant planning authority and any requirement consultee must submit written representations to the appointed person in respect of the appeal within 10 working days of the start date and must ensure that copies of their written representations are sent to each other and to the undertaker on the day on which they are submitted to the appointed person;

(d) the undertaker may make any counter-submissions to the appointed person within 10 working days of receipt of written representations pursuant to sub-paragraph (c);

(e) the appointed person must make their decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable and in any event within 30 working days of the deadline for the receipt of counter-submissions pursuant to sub-paragraph (d); and

(f) the appointment of the person pursuant to sub-paragraph (b) may be undertaken by a person appointed by the Secretary of State for this purpose instead of by the Secretary of State.

(3) In the event that the appointed person considers that further information is necessary to enable the appointed person to consider the appeal they must, within five working days of the appointed person's appointment, notify the appeal parties in writing specifying the further information required.

(4) Any further information required pursuant to sub-paragraph (3) must be provided by the relevant party to the appointed person and the other appeal parties on the date specified by the appointed person (the "specified date"), and the appointed person must notify the appeal parties of the revised timetable for the appeal on or before that day. The revised timetable for the appeal must require submission of written representations to the appointed person within 10 working days of the specified date, but otherwise the process and time limits set out in sub-paragraphs (c) to (e) of sub-paragraph (2) apply.

(5) The appointed person may—

(a) allow or dismiss the appeal; or

(b) reverse or vary any part of the decision of the relevant planning authority (whether the appeal relates to that part of it or not),

and may deal with the application as if it had been made to them in the first instance.

(6) The appointed person may proceed to a decision on an appeal taking into account only such written representations as have been sent within the relevant time limits.

(7) The appointed person may proceed to a decision even though no written representations have been made within the relevant time limits, if it appears to them that there is sufficient material to enable a decision to be made on the merits of the case.

(8) The decision of the appointed person on an appeal is to be final and binding on the parties, unless proceedings are brought by a claim for judicial review.

(9) If an approval is given by the appointed person pursuant to this Schedule, it is to be deemed to be an approval for the purpose of Schedule 2 (requirements) as if it had been given by the relevant planning authority. The relevant planning authority may confirm any determination given by the appointed person in identical form in writing but a failure to give such confirmation (or a failure to give it in identical form) is not to be taken to affect or invalidate the effect of the appointed person's determination.

(10) Save where a direction is given pursuant to sub-paragraph (11) requiring the costs of the appointed person to be paid by the relevant planning authority, the reasonable costs of the appointed person must be met by the undertaker.

(11) On application by the relevant planning authority or the undertaker, the appointed person may give directions as to the costs of the appeal parties and as to the parties by whom the costs of the appeal are to be paid. In considering whether to make any such direction and the terms on which it is to be made, the appointed person must have regard to advice on planning appeals and award costs published in Planning Practice Guidance: Appeals (March 2014) or any circular or guidance which may from time to time replace it.

Fees

5.—(1) Where an application is made to the relevant planning authority for a discharge, a fee is to apply and must be paid to the relevant planning authority for each application.

(2) The fee payable for each application under sub-paragraph (1) is as follows—

(a) a fee of £2,535 for the first application for the discharge of each of the requirements 5, 6, 7, 8, 9, 11, 13, 14, 15, 16, 18, 19 and 21;

(b) a fee of £578 for each subsequent application for the discharge of each of the requirements listed in paragraph (a) and any application under requirement 5 in respect of the requirements listed in paragraph (a); and

(c) a fee of £145 for any application for the discharge of—

(i) any other requirements not listed in paragraph (a);

(ii) any application under requirement 3 in respect of requirements not listed in paragraph (a); and

(iii) any approval required by a document referred to by any requirement or a document approved pursuant to any requirement.

(3) Any fee paid under this Schedule must be refunded to the undertaker within four weeks of—

(a) the application being rejected as invalidly made; or

(b) the relevant planning authority failing to determine the application within the relevant period in paragraph 2(2) unless—

(i) within that period the undertaker agrees, in writing, that the fee is to be retained by the relevant planning authority and credited in respect of a future application; or

(ii) a longer period of time for determining the application has been agreed pursuant to paragraph 2(2)(c) of this Schedule, as applicable.

EXPLANATORY NOTE

(This note is not part of the Order)

This Order authorises Green Hill Solar Farm Limited (referred to in this Order as the undertaker) to construct, operate, maintain and decommission a ground mounted solar photovoltaic generating station with a gross electrical output capacity over 100 megawatts and associated development. The Order would permit the undertaker to acquire, compulsorily or by agreement, land and rights in land and to use land for this purpose.

A copy of the Order plans and the book of reference mentioned in the Order and certified in accordance with article 42 (certification of plans and documents, etc.) of this Order may be inspected free of charge during working hours at North Northamptonshire Council, Development Management Services, Cedar Drive, Thrapston, NN14 4LZ.