

DATED 31st October 2023

(1) ROSSENDALE BOROUGH COUNCIL

(2) UNITED UTILITIES WATER LIMITED

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**PLANNING OBLIGATION BY AGREEMENT**  
relating to the Haweswater Aqueduct Resilience  
Programme Proposed Haslingden and Walmersley  
Section from land near Pewitt Hall Farm, Back Lane,  
Accrington to land at Walmersley Golf Club, White Carr  
Lane, Walmersley, via land off Haslingden Road,  
Haslingden

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Pinsent Masons

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THIS DEED OF AGREEMENT is made on

31st October

2023

**BETWEEN:-**

- (1) **ROSSENDALE BOROUGH COUNCIL** of The Business Centre, Futures Park, Bacup, Rossendale OL13 0BB (the "Council");
- (2) **UNITED UTILITIES WATER LIMITED** (No 02366678) whose registered office is at Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington WA5 3LP (the "Developer");

**RECITALS:-**

- (A) The Council is the local planning authority for the Site and can enforce the obligations contained in Schedules 1 - 5 of this Deed.
- (B) The Developer is the freehold owner of part of the Site shown edged [red] on Plan 1 and registered at HM Land Registry under title number LA450888, LA665909, LA488296, LA872743 and LA651683 and is a statutory undertaker with powers to lay, retain, inspect, maintain, alter, adjust and carry out associated works to relevant pipework in private land under the Water Industry Act 1991.
- (C) The Parties hereby acknowledge and agree that the Development will be constructed by the Contractor who will have all necessary rights, licences and control to undertake the Development and against whom the obligations in this Deed shall be enforceable.
- (D) The Council has resolved to grant the Planning Permission subject to completion of this Deed.
- (E) To the extent that the covenants, restrictions and undertakings contained in this Deed fall within the terms of section 106 of the 1990 Act they are planning obligations for the purpose of that section and are entered into with the intent that the same shall be enforceable by the Council not only against the Developer but also against the Developer's successors in title or any person claiming title through or under the Developer.
- (F) The Council considers it expedient in the interests of the proper planning of its area that provision should be made for regulating or facilitating the Development as set out in this Deed. For the purposes of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) the Council is satisfied that the restrictions and provisions contained in this Deed are necessary to make the Development acceptable in planning terms, that they are directly related to the Development and are fairly and reasonably related in scale and kind to the Development.
- (G) To the extent that any of the covenants, restrictions and undertakings contained in this Deed are not planning obligations within the meaning of section 106 of the 1990 Act, they are entered into under section 111 of the 1972 Act.
- (H) The Parties enter into this Deed to secure the planning obligations contained in it and together with the Highways Agreement to enable the Council to grant Planning Permission.

**IT IS AGREED** as follows:-

**OPERATIVE PROVISIONS**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Deed [(which includes the Recitals, Schedules and Appendices to it)] the following words and expressions have the following meanings unless the context requires otherwise:-

"1972 Act"

means the Local Government Act 1972

<b>"1980 Act"</b>	means the Highways Act 1980
<b>"1990 Act"</b>	means the Town and Country Planning Act 1990
<b>"2011 Act"</b>	means the Localism Act 2011
<b>"Application"</b>	means the application for full planning permission for the Development allocated reference number 2021/0275/FUL
<b>"Commence"</b>	means to initiate the Development within a Phase by carrying out a material operation as defined in section 56(4) of the 1990 Act. Where used in the context of part of the Development commence means the carrying out of a material operation on that part <b>SAVE THAT</b> the term "material operation" shall not include operations in connection with any work of or associated with demolition, site clearance, remediation works, environmental investigation, site and soil surveys, erection of a contractor's work compound, erection of a site office, erection of fencing to the site boundary, works for the removal provision and diversion of gas and electrical services and for the purposes of the obligations in Schedule 1 only any sub-surface works and <b>"Commence Development"</b> shall be construed accordingly
<b>"Community Liaison Officer (CLO)"</b>	means an individual appointed to act as a central point of contact for those communities affected by the construction of the Development, to ensure that relevant members of the community are informed in advance of works that are likely to be particularly disruptive and to ensure that any concerns or complaints are properly processed
<b>"Contractor(s)"</b>	means any contractor appointed by the Developer to construct the Development
<b>"Contributions"</b>	means any one or more of the financial contributions payable by the Developer to the Council under this Deed, but excluding the Council's legal costs payable pursuant to Clause 11 and <b>"Contribution"</b> shall be construed accordingly
<b>"Deed"</b>	means this Deed made under section 106 of the 1990 Act, section 111 of the 1972 Act and all other enabling powers
<b>"Development"</b>	means the development of the Site and all other operations and works authorised by the Planning Permission comprising proposed works for and use of replacement section of aqueduct, including earthworks, new supply network connection and ancillary infrastructure including: a new valve house building within fenced compound with permanent vehicular access provision; installation of tunnel shafts and open cut connection areas within temporary construction compounds, to include site accesses, storage areas, plant and machinery and drainage infrastructure. In addition mine grouting works to facilitate main tunnelling

works.

- "Ecological Clerk of Works (ECoW)"** means a suitably qualified ecological professional appointed for the duration of the construction of the Development, to be responsible for overseeing, supervising and reporting on the construction of the Development and ensuring that all ecological mitigation secured under the Planning Permission is implemented as approved
- "Highways Agreement"** means an Agreement entered into pursuant to the sections 159 and 278 of the 1980 Act and section 106 of the 1990 Act and any other enabling statutory provision to be entered into by the Developer and the relevant highway authority in respect of the Highway Obligations
- "Highway Obligations"** means the funding of a highways officer, carrying out of preparatory works and monitoring and reinstatement of the highway during the course of construction of the Development and creation of construction accesses and highway improvement works as set out in the Highways Agreement
- "Local Authority Partnership Forum (LAPF)"** means a forum to oversee the delivery of the Development in accordance with approved plans, associated planning conditions and this Deed. The purpose and objectives of the LAPF as set out within Schedule 3
- "Parties"** means the parties to this Deed and "Party" shall be construed accordingly
- "Phase"** means a phase of the Development as set out in the phasing plan approved by the Council pursuant to the Planning Permission
- "Plan 1"** means the plans attached at Appendix 1 and annotated "Plan 1"
- "Plan 2"** means the plan attached at Appendix 1 and annotated "Plan 2"
- "Plan 3"** means the plan attached at Appendix 1 and annotated "Plan 3"
- "Plan 4"** means the plan attached at Appendix 1 and annotated "Plan 4"
- "Plan 5"** means the plan attached at Appendix 1 and annotated "Plan 5"
- "Planning Permission"** means the planning permission to be granted by the Council pursuant to the Application
- "Site"** means the land against which this Deed may be enforced and shown edged red on the Plan and includes any part of it
- "Working Day"** means a day other than a Saturday or Sunday or public holiday in England

1.2 Where the context so requires:-

- 1.2.1 the singular includes the plural and vice versa and words importing the masculine gender only include the feminine and neuter genders and extend to include a corporation sole or aggregate;
- 1.2.2 references to any party or body in this Agreement shall include the successors in title and assigns of that party and in the case of the Council shall include any successor Local Planning Authority exercising planning powers under the 1990 Act;
- 1.2.3 wherever there is more than one person named as a party and where more than one party undertakes a covenant all their covenants can be enforced against all of them jointly and against each individually unless there is an express provision otherwise;
- 1.2.4 any covenant by a party not to do any act or thing shall be deemed to include a covenant not to cause, permit, procure or suffer the doing of that act or thing;
- 1.2.5 any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it;
- 1.2.6 references to Clauses, paragraphs, and Schedules are references to clauses, paragraphs, and schedules to this Agreement and are for reference only and shall not affect the construction of this Agreement;
- 1.2.7 the headings and contents list are for reference only and shall not affect construction.

1.3 Any notice, notification, consent, approval, agreement, request or statement or details to be made, given or submitted under or in connection with this Deed shall be made or confirmed in writing.

1.4 Each of the Parties to this Deed shall act in good faith and shall co-operate with each other to facilitate the discharge and performance of all obligations on them contained in this Deed and the Developer shall comply with any reasonable requests of the Council to provide documentation within its possession (such documentation to be provided by the Developer at its own expense) for the purposes of monitoring compliance with the obligations contained in this Deed.

1.5 Where the agreement, approval, consent or expression of satisfaction is required by any party under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.

**2. LEGAL BASIS**

2.1 This Deed is made under:-

- 2.1.1 section 106 of the 1990 Act; and
- 2.1.2 section 1 of the 2011 Act, sections 111, 120 and 139 of the 1972 Act and all other enabling powers that may be relevant to the enforcement of the obligations contained in this Deed.

2.2 To the extent that the obligations, covenants and undertakings on the part of the Developer in this Deed fall within the terms of section 106 of the 1990 Act they are planning obligations for the purposes of section 106 of the 1990 Act and so bind the Developer's interest in the Site. Subject to Clause 7, the obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they are enforceable not only against the Developer but also against any successors in title or assigns of the Developer and any person claiming through or under the Developer an interest or estate in the Site or any part of it as if that person had been the original covenanting party in respect of the interest for the time being held by it.

- 2.3 To the extent that any of the covenants, restrictions and undertakings on the part of the Developer in this Deed are not planning obligations within the meaning of section 106 of the 1990 Act, they are entered into under section 111 of the 1972 Act and all other enabling powers.
- 2.4 So far as the obligations, covenants and undertakings in this Deed are given by or to the Council, they are entered into under the relevant powers referred to in Clause 2.1 and those obligations, covenants and undertakings are enforceable by or against the Council.
- 2.5 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Council of any of their statutory powers, duties, functions or discretions in relation to the Site or otherwise.
- 2.6 The planning obligations within this Deed are compliant with regulation 122 and regulation 123 of the Community Infrastructure Levy Regulations 2010 (as amended).

### 3. **CONDITIONAL ENTRY INTO FORCE**

- 3.1 Clause 5 below is conditional upon and will not take effect until both Planning Permission has been granted and Commenced (save for any pre-Commencement obligations which will be conditional only upon the grant of Planning Permission).

### 4. **DURATION**

- 4.1 This Deed will end (to the extent it has not already been complied with), if the Planning Permission:-
- 4.1.1 is quashed, revoked or otherwise withdrawn at any time so as to render this Deed or any part of it irrelevant, impractical or unviable; or
  - 4.1.2 is modified by any statutory procedure without the consent of the Developer; or
  - 4.1.3 expires before Commencement.
- 4.2 Where this Deed ends the Council must:-
- 4.2.1 remove all entries made in the Register of Local Land Charges in respect of this Deed within 20 Working Days ceasing to have effect;
  - 4.2.2 repay any unspent Contributions as set out in Clause 6.1.

- 4.3 If the Council agrees following an application under section 73 of the Act to vary or release of any condition contained in the Planning Permission or if a condition is varied or released following an appeal under section 78 of the Act the covenants or provisions of this Deed shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission unless the Council in determining the application for the new planning permission indicate that consequential amendments are required to this Deed to reflect the impact of the section 73 application, when a separate deed under s106 of the Act will be required to secure relevant planning obligations relating to the new planning permission.

## 5. DEVELOPER'S COVENANTS WITH THE COUNCIL

- 5.1 Subject to clauses 5.2 and 6.1.2, the Developer, on behalf of itself and its successors in title to its interest in the Site, covenants with the Council to Comply with each obligation, covenant and undertaking on the part of the Developer in Schedule 1 to Schedule 5 (inclusive).
- 5.2 The Developer shall as soon as reasonably practicable and in any event prior to Commencement, notify the Council of the appointed Contractor and provide all reasonably necessary contact details for the Contractor.

## 6. THE COUNCIL'S COVENANTS

### 6.1 The Council covenants with the Developer:-

- 6.1.1 to issue the Planning Permission for the Development promptly on completion of this Deed in the form of the draft annexed at Appendix 2;
- 6.1.2 that upon notification of the appointed Contractor in accordance with clause 5.2 the Council shall treat the Contractor for the purposes of this Deed as if it was the Developer and shall first seek to enforce any obligations within this Deed against the Contractor prior to seeking to enforce any obligations against the Developer.
- 6.1.3 not to use or apply the Contributions other than for the purposes for which the Contributions are paid, as specified in this Deed;
- 6.1.4 to hold each Contribution in an interest bearing account pending use;
- 6.1.5 from time to time following a reasonable request by the Developer to provide the Developer with a breakdown of expenditure from the Contributions that have been expended;
- 6.1.6 that if any, all or any part of the Contributions (including any interest earned) have not been expended on the day 5 years after the day on which the relevant payment was received or on the date the Deed ends (whichever is the earlier), the Council shall repay the unspent portion to the party that made the relevant Contribution together with any interest accrued from the date of payment to the date of repayment;
- 6.1.7 following a written request from the Developer, made at any time after any obligation under this Deed has been fulfilled and which contains appropriate evidence that it has been fulfilled, to issue a letter of release in respect of that obligation within 20 Working Days after the date on which it receives the request.

## 7. SUCCESSORS IN TITLE AND RELEASE

- 7.1 References in this Deed to the Council include the successors to their respective statutory functions and include persons deriving title through or under them.
- 7.2 Subject to Clause 7.3, references to the Developer include its heirs, assigns, successors in title and persons deriving title through or under them.
- 7.3 If the Developer or any person disposes of its entire interest in the Site or in any part of it, that Developer or person will be released from its obligations in this Deed which will no longer be



enforceable against that Developer or person in relation to the Site or that part of the Site disposed of, except to the extent that disposal is the grant of an easement, restriction, restrictive covenant or similar.

7.4 The release of the Developer or any person under Clause 7.3 is without prejudice to any subsisting liability for any antecedent breach or antecedent failure to comply with its obligations arising before parting with that interest.

7.5 Nothing in this Deed will prevent Compliance with any obligation under it before that obligation comes into effect and early compliance will not amount to a waiver of the effect of this Clause 7.

## 8. OTHER DEVELOPMENT

Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

## 9. MORTGAGES

9.1 The Parties agree that any mortgagee or chargee from time to time will only be liable for any breach of the provisions of this Deed:-

9.1.1 to the extent that such breach affects a part of the Site in which the mortgagee or chargee has an extant legal interest; and

9.1.2 arising during such period as it is a mortgagee or chargee in possession of the whole or any part of the Site.

9.2 For the avoidance of doubt, a mortgagee or chargee will not be liable for any breach of the provisions of this Deed after it has parted with or released its interest in the relevant part of the Site.

## 10. DISPUTE RESOLUTION

10.1 Save in respect of any matter expressed to be in the Council's absolute discretion in the event of any dispute or difference arising between the Parties in respect of any matter contained in this Deed including questions of value and indexation and any question of reasonableness (but excluding any matter that relates to the quantum of any fixed Contribution (save indexation on such Contribution) that they are required to make pursuant to this Deed) the same shall (subject to Clause 10.5) be referred to an independent person ("Expert") for determination in accordance with the following provisions:-

10.1.1 the Expert shall have at least 10 years post qualification experience in the subject matter of the dispute;

10.1.2 unless otherwise agreed by the parties to the dispute the Expert is to act as an independent expert and each party may make written representations within 10 Working Days of the appointment of the Expert and will copy the written representations to the other party;

10.1.3 each party is to have a further 10 Working Days to make written comments on the other's representations and will copy the written comments to the other party;

10.1.4 the Expert is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he may reasonably require;

10.1.5 the Expert is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross examine each other;

10.1.6 the Expert is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and

10.1.7 the Expert is to use all reasonable endeavours to publish his decision within 25 Working Days of his appointment (or such other time period as may be agreed between the Expert and the Parties).

10.2 Responsibility for the costs of referring a dispute to an Expert under this Clause 10 including costs connected with the appointment of the Expert and the Expert's own costs will be decided by the Expert.

10.3 The Expert shall act as an expert and not as an arbitrator and his decision will subject to clause 10.4 (in the absence of manifest error) be final and binding on the parties to the dispute.

10.4 The provisions of this Clause shall not affect the ability of any party to apply for and be granted any of the following: declaratory relief; injunctions; specific performance; payment of any sum; damages, and any means of enforcing this Deed and consequential and interim orders and relief.

10.5 No dispute difference or question may be referred to the Expert unless the dispute difference or question has first been communicated from one party to the other party by notice in writing and the parties shall have met in good faith to resolve the dispute or difference amicably but have failed to do so within 10 Working Days from the date of that meeting.

## 11. LEGAL COSTS

On completion of this Deed the Developer will pay to the Council the reasonable legal costs incurred in the negotiation, preparation and execution of this Deed in the sum of £1000.

## 12. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

Save in relation to the Contractor, nothing in this Deed will create any rights in favour of or be enforceable by any person who is not a party to this Deed under the Contracts (Rights of Third Parties) Act 1999.

## 13. NOTICES

13.1 The Developer will notify the Council upon Commencement;

13.2 Any notice or other written communication to be served on a Party or given by one Party to any other under the provisions of this Deed will be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by recorded delivery post to the Party on whom it is to be served or to whom it is to be given and will conclusively be deemed to have been received on:-

13.2.1 if delivered by hand, the next Working Day after the day of delivery;

13.2.2 if sent by post, the day 2 Working Days after the date of posting; or

13.2.3 if sent by recorded delivery, at the time delivery was signed for.

13.3 If a notice, demand or any other communication is served after 4.00pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.

13.4 The address for any notice or other written communication shall be within the United Kingdom.

13.5 Where proceedings have been issued in the Courts of England the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.

13.6 A notice or communication will be served or given:-

13.6.1 on the Developer at its registered office or such other address as notified in writing to the Council from time to time, marked for the attention of (Head of Planning, Landscape and Ecology);

13.6.2 on the Council at the address stated in this Deed or such other address notified in writing to the Developer from time to time, marked for the attention of The Head of Planning and Building Control;

13.7 Any notice or other written communication to be given by the Council will be deemed valid and effectual if on its face it is signed on behalf of the Council by an officer or duly authorised signatory.

**14. LOCAL LAND CHARGE AND LAND REGISTRY REGISTRATION**

14.1 The Council shall register this Deed as a local land charge.

14.2 Following the performance and satisfaction of all the obligations contained in this Agreement the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

**15. JURISDICTION AND LEGAL EFFECT**

15.1 This Deed will be governed by and interpreted in accordance with English Law.

15.2 If any provision of this Deed is found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability will not affect the validity or enforceability of the remaining provisions of this Deed.

15.3 No waiver (whether expressed or implied) by the Council of any breach or default by the Developer in Complying with any obligation, covenant or undertaking in this Deed will constitute a continuing waiver and no waiver will prevent the Council from enforcing any obligation, covenant or undertaking or from acting upon any subsequent breach or default of any obligation, covenant or undertaking by the Developer.

**16. VAT**

All consideration given in accordance with the terms of this Agreement shall be exclusive of any Value Added Tax properly payable.

**17. DELIVERY**

The provisions of this Agreement (other than this Clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated.



## Schedule 1

**BIODIVERSITY**1. **DEFINITIONS**

<b>"Biodiversity Impact Assessment"</b>	means a biodiversity assessment which utilises the DEFRA Metric 3.0 to calculate the biodiversity impact of a development in Biodiversity Units
<b>"Biodiversity Loss"</b>	means a negative Biodiversity Score for the Development as a whole calculated using the DEFRA Metric 3.0
<b>"Biodiversity Net Gain (BNG)"</b>	means an approach to development that aims to leave the natural environment in a measurably better state than before to compensate for any Biodiversity Loss and achieves a 10% (ten per cent) net gain through on-site mitigation and/or by off-site off-setting
<b>"BNG Offsetting Scheme"</b>	means a scheme which details how BNG will be delivered, a programme for its delivery and an appropriate scheme of monitoring and which shall also include provisions for the management and maintenance of any BNG to be delivered for a period of 30 years
<b>"Biodiversity Score"</b>	means the outcome of the Biodiversity Impact Assessment such outcome to be measured in Biodiversity Units
<b>"Biodiversity Units"</b>	means the product of the size of an area and the distinctiveness and condition of the habitat it comprises to provide a measure of biodiversity value and which is to be based upon the full habitat surveys carried out in support of the Application and included within the Environmental Statement submitted April 2021 and the Supplementary Environmental Information submitted in October 2021
<b>"Principal BIA"</b>	means the Biodiversity Impact Assessment dated October 2021 referred to as the "Onsite BNG Report" prepared by The Environment Partnership (TEP) and the "Offsite BNG Report" prepared by WSP which was submitted as part of the Application and a copy of which is attached hereto at Appendix 3
<b>"Updated BIA"</b>	means a Biodiversity Impact Assessment which updates the Principal BIA

2. **BIODIVERSITY OFFSETTING**

2.1 The Developer covenants subject to paragraph 2.2 that:-

2.1.1 No above ground Development shall be Commenced unless and until:-

- (a) an **Updated BIA** has been submitted to and agreed in writing by the Council; and
- (b) where the **Updated BIA** shows a **Biodiversity Loss**, a **BNG Offsetting Scheme** has also been submitted to and agreed in writing by the Council,

2.1.2 where revised details are submitted after the date of approval of the **Updated BIA** and (if applicable) a **BNG Offsetting Scheme** then the Developer shall either:-

- (a) submit for the Council's written approval evidence that the revisions do not affect the outcome of the **Updated BIA** and (if applicable) the **BNG Offsetting Scheme** already approved; or
- (b) submit for the Council's written approval a fresh **Updated BIA** and (if applicable) a revised **BNG Offsetting Scheme**;

2.1.3 No Development shall be Commenced to which paragraph 2.1.2 above applies until the Council has confirmed its written approval under paragraph (a) or (b) above (as the case may be) or such approval is deemed to have been given under paragraph 2.2 below

2.2 If the Council fails to provide written comment on any document and/or details submitted by the Developer in accordance with paragraph 2.1 within 20 (Twenty) Working Days of its submission, such document and/or details shall be deemed to be approved.

2.3 The Developer covenants that any **BNG Offsetting Scheme** shall be implemented in full in accordance with the requirements of the approved details or any variation agreed in writing between the Developer and the Council from time to time.

## Schedule 2

## PUBLIC RIGHTS OF WAY AND ACCESS

<b>"County Council"</b>	means Lancashire County Council
<b>"Haslingden Road Compound Area"</b>	means the area shown outlined in red on Plan 2 at Appendix 1
<b>"New Hall Hey/Townsend Fold WTW Compound Area"</b>	means the area shown outlined in red on Plan 3 at Appendix 1
<b>"PROW Contributions"</b>	means the PROW 1 Contribution, PROW 2 Contribution, PROW 3 Contribution, and the term "PROW Contribution" shall mean any one of them
<b>"PROW Works"</b>	means the PROW 1 Works, PROW 2 Works or the PROW 3 Works (as applicable)
<b>"PROW 1 Contribution"</b>	means the sum of £102,000 (one hundred and two thousand pounds) payable by the Developer in accordance with the provisions of this Schedule in respect of the PROW 1 Works
<b>"PROW 1 Works"</b>	means the development of a key strategic link between the north eastern boundary of the Site and footpath 14-4-PF313 to run either along the existing line of footpath 14-4-FP316 or a suitable parallel route to the south east within the woodland along the highway embankment, as illustrated with a blue dashed line on Plan 4 at Appendix 1
<b>"PROW 2 Contribution"</b>	means the sum of £900 (nine hundred pounds) payable by the Developer in accordance with the provisions of this Schedule in respect of the PROW 2 Works
<b>"PROW 2 Works"</b>	means the replacement of the existing stile at the junction of footpath 14-4-FP310 and 14-4-FP315 with a pedestrian kissing gate with mesh hoops
<b>"PROW 3 Contribution"</b>	means the sum of £2,800 (two thousand eight hundred pounds) payable by the Developer in accordance with the provisions of this Schedule in respect of the PROW 3 Works
<b>"PROW 3 Works"</b>	means the replacement of the existing stiles at the junction of footpath 14-3-FP250 and 14-4-FP232 with a pedestrian kissing gate with mesh hoops
<b>"White Carr Lane Mine Grouting Area"</b>	means the area shown outlined in red on Plan 5 at Appendix 1

1. The Developer covenants unless otherwise agreed between the parties:
  - 1.1 To pay the PROW 1 Contribution to the Council prior to Commencement of Development of the Haslingden Road Compound Area;

- 1.2 To pay the PROW 2 Contribution to the Council 6 months prior to Commencement of Development of the New Hall Hey/Townsend Fold WTW Compound Area;
- 1.3 To pay the PROW 3 Contribution to the Council 6 months prior to Commencement of Development of the White Carr Lane Mine Grouting Area;
2. The Council covenants:
  - 2.1 To notify the County Council within 5 days of receipt of any PROW Contribution.
  - 2.2 To pay the PROW Contributions into an appropriate interest-bearing section of the Council's combined accounts as soon as reasonably practicable and to credit all interest so earned on the PROW Contributions to that account until such time as the relevant PROW Contribution is called for by the County Council, following which the Council shall pay the relevant PROW Contribution to the County Council upon receipt of evidence showing/confirming:
    - 2.2.1 how they will apply the relevant PROW Contribution to allow the County Council to carry out the relevant PROW Works relating to that PROW Contribution
    - 2.2.2 that they will provide full details of the expenditure of the relevant PROW Contribution on demand to the Council or to the Developer
    - 2.2.3 that they will return any unspent part of the relevant PROW Contribution on demand in accordance with paragraph 3 of this Schedule 2; or
3. In the event that all or any part of a PROW Contribution has not been paid to or expended by the County Council for the purposes set out above at paragraph 2.2.1 within 5 years from the later of either the date of the payment of the relevant PROW Contribution to the Council or the trigger for the payment of the relevant PROW Contribution in this Schedule 2 then such payment or part shall be returned to the party who made the payment (or its nominee) together with any interest thereon the amount being the actual interest earned.



**Schedule 3**

**LAPF, CLO AND ECoW OBLIGATIONS**

**LAPF**

The Developer covenants with the Council that:

1. Prior to Commencement of Development the Developer or its appointed agent or contractor shall nominate and make available to the Council the details of a representative to the LAPF and the Developer shall not Commence Development until such representative has been nominated and their details made available to the Council.

The Developer and the Council covenant with each other as follows:

2. The LAPF will:
  - 2.1 be comprised of representative(s) of:
    - 2.1.1 the Council;
    - 2.1.2 the Developer or its appointed agent or contractor;
    - 2.1.3 the County Council;
    - 2.1.4 the CLO
    - 2.1.5 and other key stakeholders;
3. The Council and the Developer or its appointed agent or contractor shall:-
  - 3.1 endeavour that the group meets at least every three months, at such location and with such parties and at such times and frequency as shall be appropriate from time to time;
  - 3.2 notify each other of the names of their respective representatives (and any changes);
  - 3.3 ensure their named representatives attend meetings of the LAPF (or that substitutes, named in advance and properly briefed, attend in their place);
  - 3.4 furnish the LAPF with such information in relation to the Development as that group may reasonably request;
  - 3.5 each party shall meet its own costs of such attendance; and
  - 3.6 co-operate to agree venues for meetings of the LAPF such venues to be at no cost to the Developer.

**CLO**

The Developer covenants with the Council that:

4. it shall not Commence Development until it has appointed the CLO.
5. the CLO shall remain in place for the duration of the construction of the Development.

**ECoW**

The Developer covenants with the Council that:

6. it shall not Commence Development until it has appointed the ECoW.

7. the ECoW shall remain in place for the duration of the construction of the Development.

**Schedule 4**

**SAFEGUARDING OF EXISTING RESIDENCES AND PREMISES**

**"Code of Practice"** means United Utilities Code of Practice for the exercise of Pipelaying Powers on Private Land a copy of which is appended to this Deed at Appendix [4]

1. The Developer shall comply with the Code of Practice when carrying out the Development

**Schedule 5**

**HIGHWAYS AND TRAFFIC**

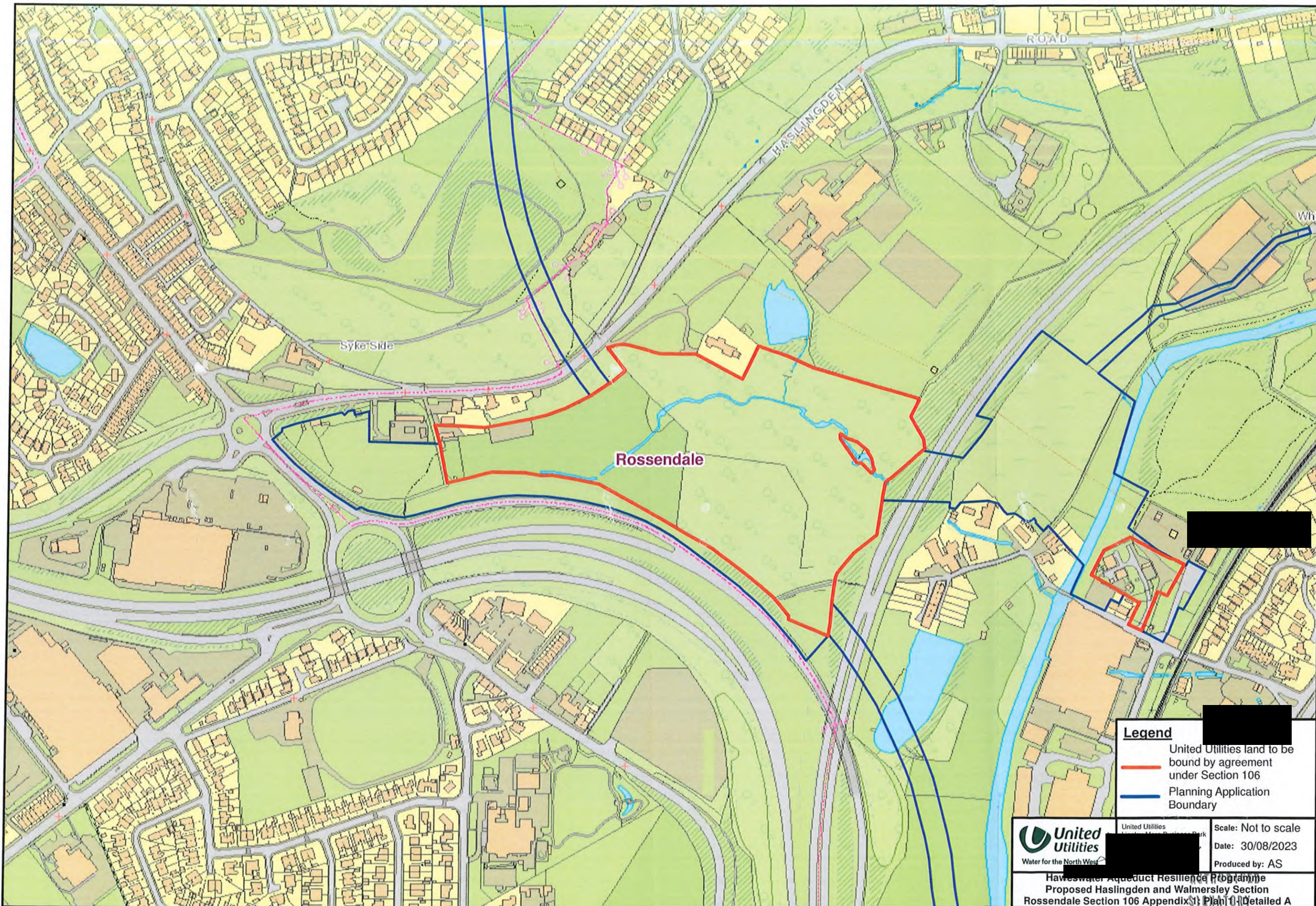
1. The Developer covenants:
  - 1.1 To enter into a Highways Agreement or Highways Agreements with Lancashire County Council to secure the Highway Obligations prior to Commencement of Development;
  - 1.2 To provide the Council with a certified copy of each completed Highways Agreement within 20 days of the relevant date of completion.

**APPENDIX 1**

**Plans**

**PLAN 1**

**Site Plans**

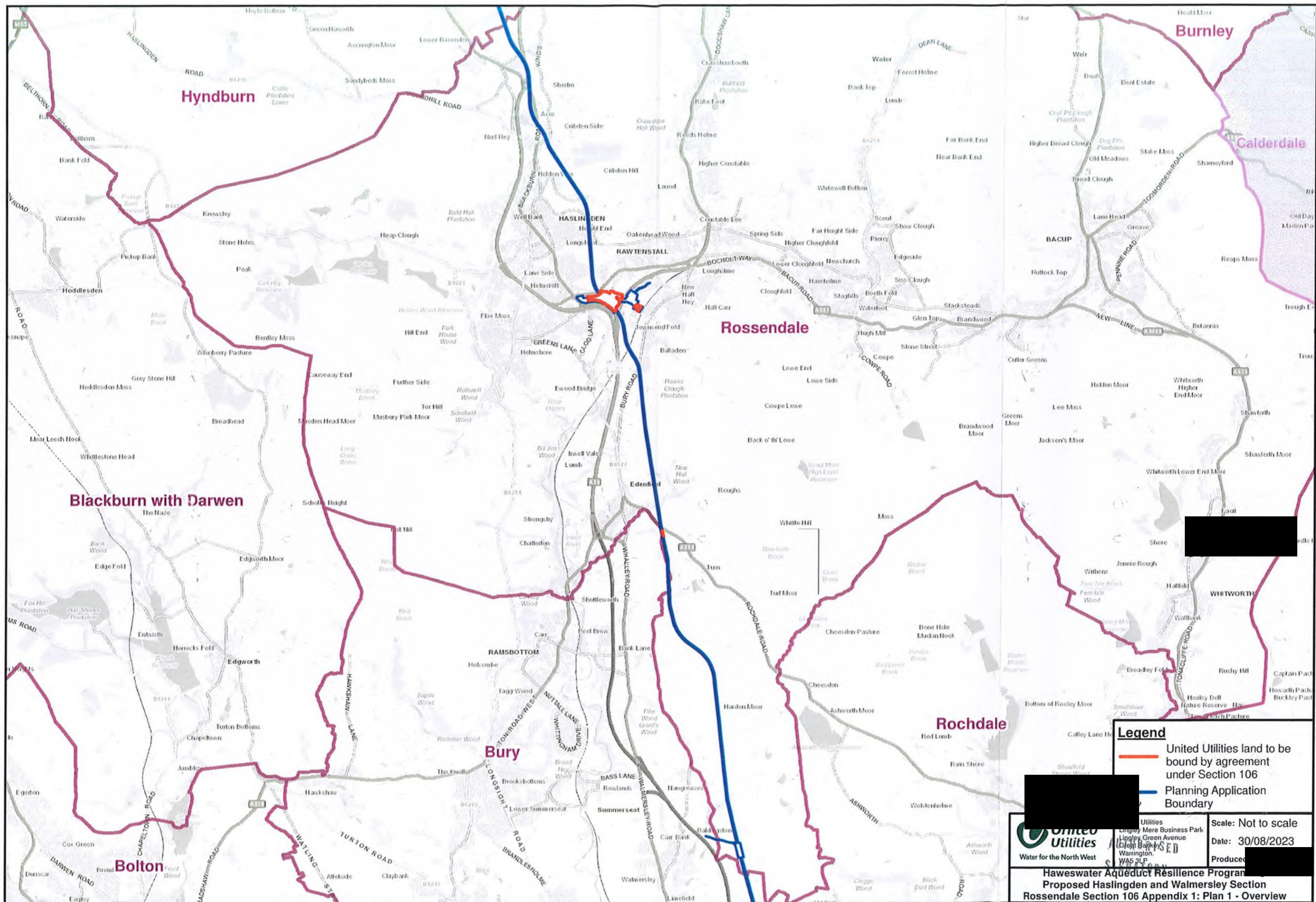


The position of the underground apparatus shown on this plan is approximate only and is given in accordance with the best information currently available. United Utilities Water will not accept liability for any loss or damage caused by the actual position being different from those shown. Crown copyright and database rights 2023 Ordnance Survey 100022432.



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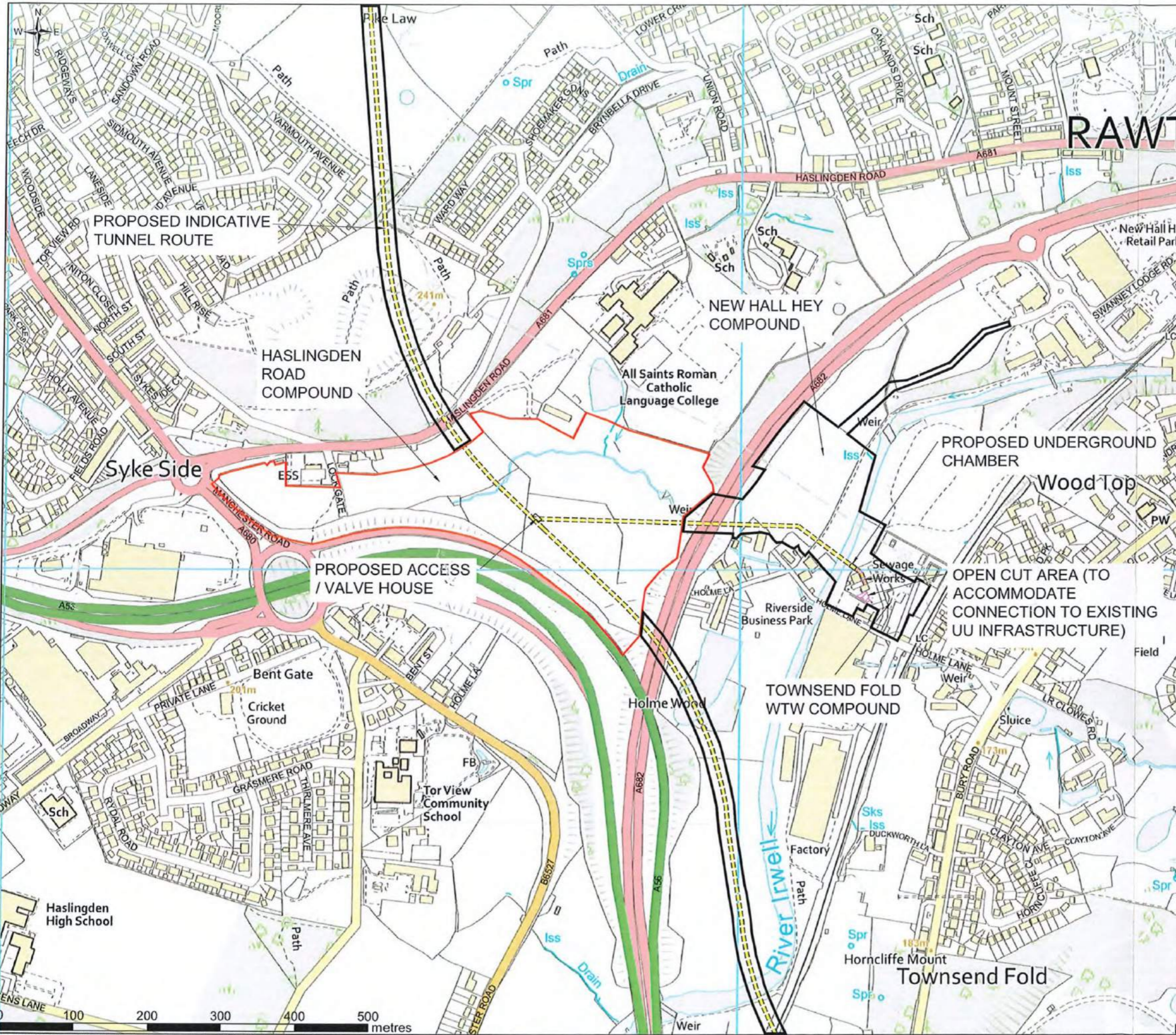




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**PLAN 2**

**Haslingden Road Compound Area**



- Legend
- Site Red Line Boundary
  - Proposed Shaft Location
  - Proposed Indicative Tunnel Route
  - Open Cut Area (to accommodate connection to existing UU infrastructure)



0	ARL	JP	AS	FINAL ISSUE	MAR 2021
VERSION	AUTH	CHKD	REVD	REASON FOR ISSUE	DATE

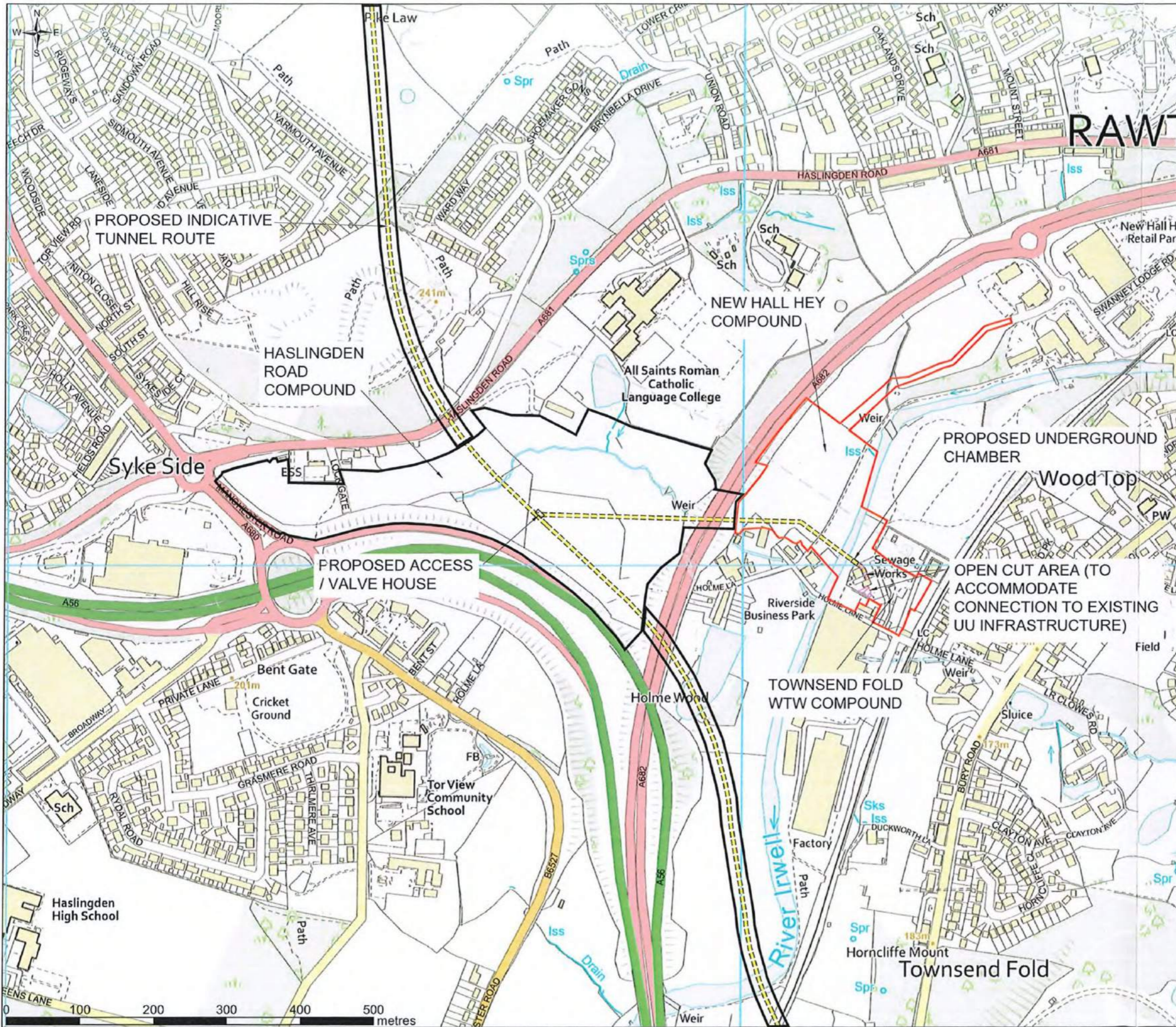


Water for the North West

UNITED UTILITIES WATER LIMITED

SCALE 1: 5000	AUTHORISED SIGNATORY	SHEET SIZE A3
DRAWING NUMBER RBC-HW-APP-004-04_04		REVISION 0

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- Legend
- Site Red Line Boundary
  - Proposed Shaft Location
  - Proposed Indicative Tunnel Route
  - Open Cut Area (to accommodate connection to existing UU infrastructure)



VERSION	AUTH	CHGD	REVD	REASON FOR ISSUE	DATE
0	ARL	JP	AS	FINAL ISSUE	MAR 2021



UNITED UTILITIES WATER LIMITED

SCALE 1: 5000	AUTHORISED	A3
DRAWING NUMBER RBC-HW-APP-004-04	SIGNATORY	REVISION 0

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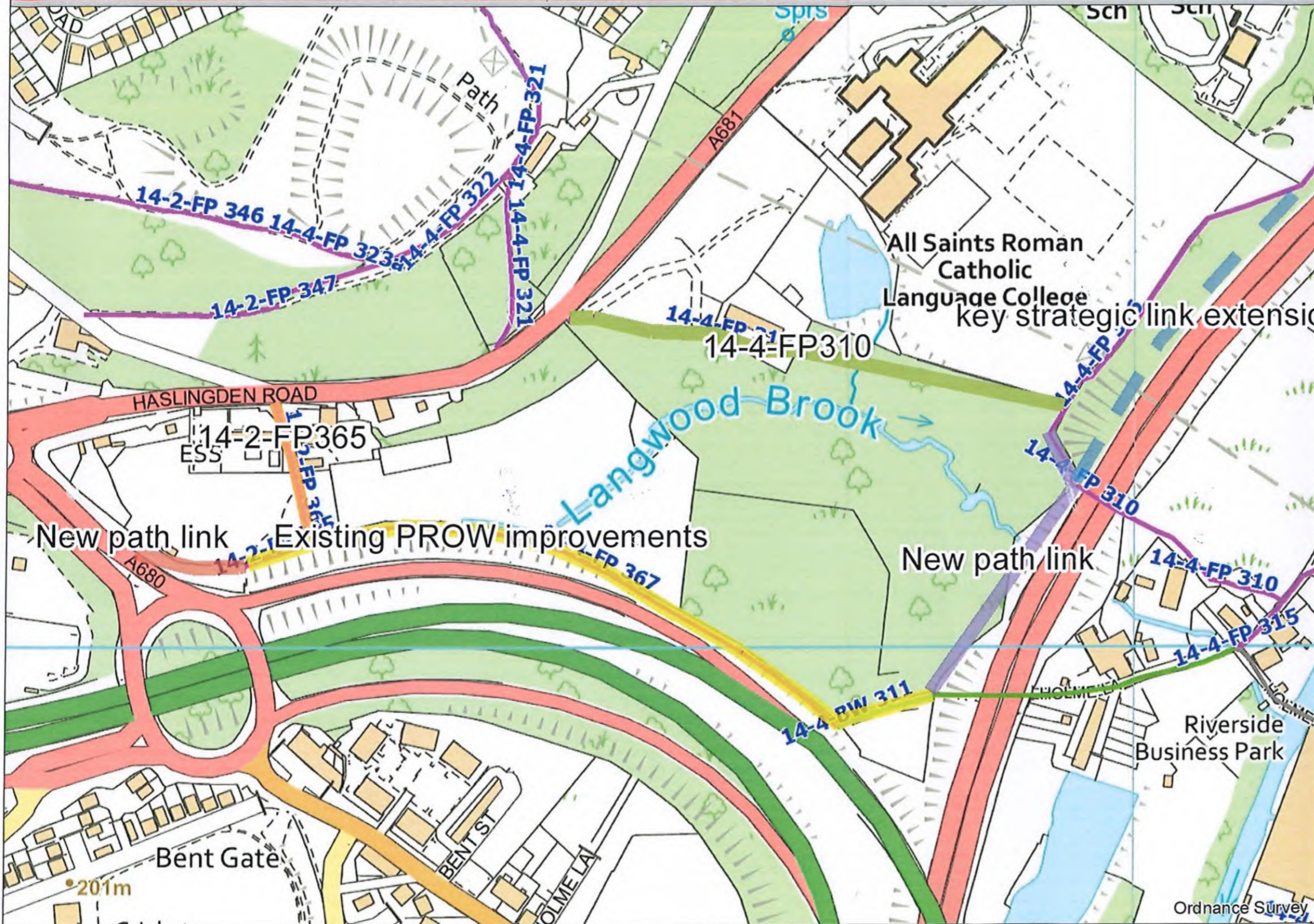
**PLAN 4**

**PROW 1 Works – Proposed route**

# Haslingden Road Compound S278/S106

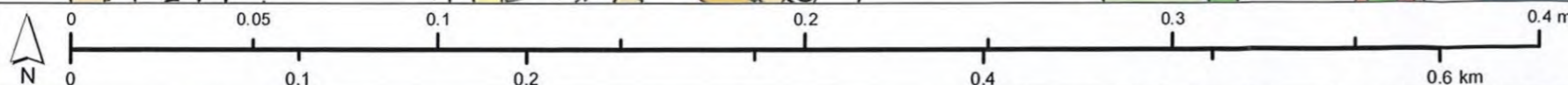
Author:

Date Created: 02/02/2023



## Public Rights of Way

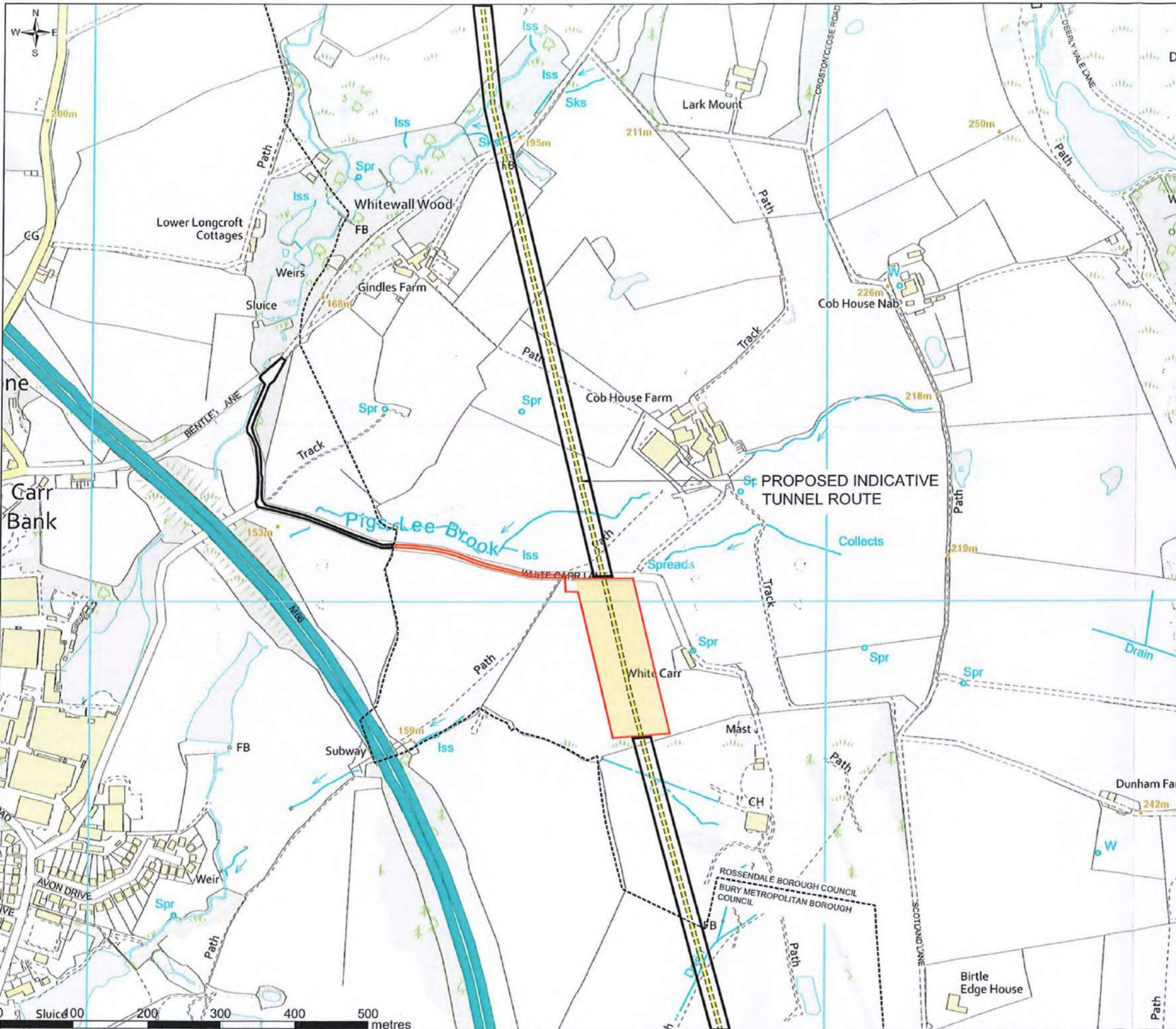
- Footpath
- Bridleway
- Definitive Map Modification Order



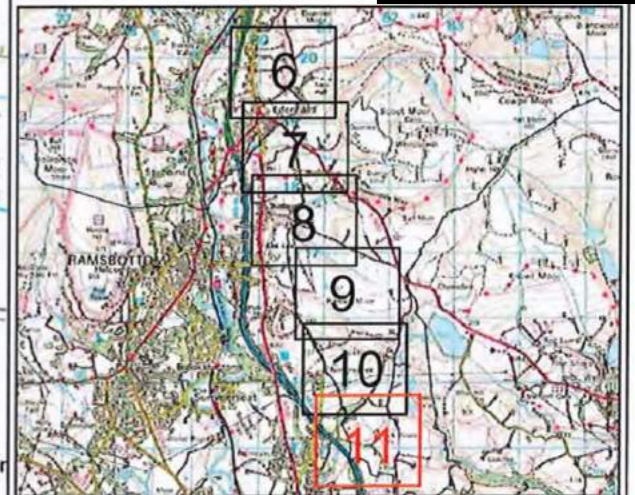
Map Scale: 1:4,000  
Map Centre: 379,692 422,119

PLAN 5

White Carr Lane Mine Grouting Area



- Legend**
- Site Red Line Boundary
  - Site Red Line Boundary within Bury MBC
  - Planning Authority Boundary
  - Proposed Indicative Tunnel Route
  - Proposed Mine Grouting Area (White Carr Lane)
- For full details of Mine Grouting and areas where no surface works are proposed - refer to Planning Drawing RBC-HW-APP-004-13-01



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VERSION	AUTH	CHKD	REVD	REASON FOR ISSUE	DATE



UNITED UTILITIES WATER LIMITED

SCALE 1: 5000	REVISION 0
DRAWING NUMBER RBC-HW-APP-004-04_11	

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**APPENDIX 2**  
**The Draft Planning Permission**

**GRANT OF PLANNING PERMISSION**  
Town and Country Planning Act 1990

<p><b>Name and Address of Applicant:</b> Mr James Cullen United Utilities Water Limited PO BOX 453 Warrington WA55 1SE</p>	<p><b>Name and Address of Agent:</b></p>
--	--

**Part 1 – Particulars of Application:**

**Date Received:** 7th May 2021

**Application Number:** 2021/0275

**Proposed Works:** Full (EIA Development): proposed works for and use of replacement section of aqueduct, including earthworks, new supply network connection and ancillary infrastructure including: a new valve house building within fenced compound with permanent vehicular access provision; installation of tunnel shafts and open cut connection areas; within temporary construction compounds, to include site accesses, storage areas, plant and machinery and drainage infrastructure. In addition, mine grouting works, to facilitate main tunnelling works.

**Location:** Haweswater Aqueduct Valve House Haslingden Road Rawtenstall  
Rossendale Lancashire

**Part 2 – Compliance with Conditions:**

It is **YOUR** responsibility to comply with planning conditions. The Council's Planning Enforcement Team is responsible for investigating alleged breaches of planning control. This includes ensuring that all relevant conditions have been complied with. Effective enforcement is important to:

- Tackle breaches of planning control which would otherwise have unacceptable impact on the amenity of the area
- maintain the integrity of the decision-making process;
- help ensure that public acceptance of the decision-making process is maintained.

Whilst the majority of developers/homeowners do comply with the requirements of planning permissions, there are a number who do not. Where any planning conditions are breached, the Council can take formal enforcement action without further notice. Enforcement action could include such measures as requiring remedial works, cessation of use, or complete demolition and can cause the developer/homeowner unnecessary expense, delay and frustration. **In some cases, failure to comply with planning conditions can lead to the loss of the planning permission.**

### **Part 3 - Particulars of Decision**

The Rossendale Borough Council hereby gives notice in pursuance of the provisions of the Town and Country Planning Act that **PERMISSION HAS BEEN GRANTED** for the carrying out of the development in Part 1 hereof in accordance with the application and plans submitted and the following condition(s)

#### **CONDITIONS:**

##### **Time Limits**

1. The development hereby approved must be satisfactorily commenced within five years beginning with the date of this permission.

Reason. As required by the applicable legislation.

##### **Approved Plans and Documents**

2. This permission is granted on the basis that the development shall be implemented in accordance with the following list of approved plans and documents;

##### **Plans/Drawings:**

Scheme Overview Plan RBC-HW-APP-004-01-01 Rev 0  
Section Overview Plan RBC-HW-APP-004-01-02 Rev 0  
Site Location Red Line Plan RBC-HW-APP-004-02 Rev 0  
Site Layout Plan (Existing Site Layout - Haslingden Road Compound) 80061155-01-JAC-TR5-97-DR-C-00003 Rev P01  
Site Layout Plan (Proposed Permanent Site Layout - Haslingden Road Compound) 80061155-01-JAC-TR5-97-DR-C-00004 Rev P01  
Site Layout Plan (Existing Site Layout - Townsend Fold WTW / New Hall Hey Compounds) 80061155-01-JAC-TR5-97-DR-C-00005 Rev P03  
Site Layout Plan (Proposed Permanent Site Layout - Townsend Fold WTW / New Hall Hey Compounds) 80061155-01-JAC-TR5-97-DR-C-00006 Rev P03  
General Arrangement - Scheme Extents (Sheet 1 of 11) RBC-HW-APP-004-04\_01 Rev 0  
General Arrangement - Scheme Extents (Sheet 2 of 11) RBC-HW-APP-004-04\_02 Rev 0  
General Arrangement - Scheme Extents (Sheet 3 of 11) RBC-HW-APP-004-04\_03 Rev 0  
General Arrangement - Scheme Extents (Sheet 4 of 11) RBC-HW-APP-004-04\_04 Rev 0  
General Arrangement - Scheme Extents (Sheet 5 of 11) RBC-HW-APP-004-04\_05 Rev 0  
General Arrangement - Scheme Extents (Sheet 6 of 11) RBC-HW-APP-004-04\_06 Rev 0  
General Arrangement - Scheme Extents (Sheet 7 of 11) RBC-HW-APP-004-04\_07 Rev 0  
General Arrangement - Scheme Extents (Sheet 8 of 11) RBC-HW-APP-004-04\_08 Rev 0  
General Arrangement - Scheme Extents (Sheet 9 of 11) RBC-HW-APP-004-04\_09 Rev 0  
General Arrangement - Scheme Extents (Sheet 10 of 11) RBC-HW-APP-004-04\_10 Rev 0  
General Arrangement - Scheme Extents (Sheet 11 of 11) RBC-HW-APP-004-04\_11 Rev 0  
Proposed Haslingden Road Compound - Construction Phase Drawing RBC-HW-APP-004-05\_01 Rev 0  
Proposed New Hall Hey & Townsend Fold WTW Compounds - Construction Phase Drawing RBC-HW-APP-004-05\_02 Rev 0

Proposed New Hall Hey & Townsend Fold WTW - Connection Phase Drawing RBC-HW-APP-004-06 Rev 0  
Compound Sections - Haslingden Road Compound (Sheet 1 of 3) RBC-HW-APP-004-07\_01 Rev 0  
Compound Sections - Haslingden Road Compound (Sheet 2 of 3) RBC-HW-APP-004-07\_02 Rev 0  
Compound Sections - Haslingden Road Compound (Sheet 3 of 3) RBC-HW-APP-004-07\_03 Rev 0  
Compound Sections - (New Hall Hey and Townsend Fold WTW Compounds) RBC-HW-APP-004-07\_04 Rev 0  
Townsend Fold WTW Compound – Pipeline Open Cut Construction Easement – Cross Section 80061155-01-UU-TR5-XX-DR-C-20022 Rev P02  
Compound Elevations - Haslingden Road Compound (Sheet 1 of 3) RBC-HW-APP-004-09\_01 Rev 0  
Compound Elevations - Haslingden Road Compound (Sheet 2 of 3) RBC-HW-APP-004-09\_02 Rev 0  
Compound Elevations - Haslingden Road Compound (Sheet 3 of 3) RBC-HW-APP-004-09\_03 Rev 0  
Compound Elevations - New Hall Hey & Townsend Fold WTW Compounds RBC-HW-APP-004-09\_04 Rev 0  
Haslingden Road Compound – Valve House and Access Building 80061155-01-UU-TR5-97-DR-C-00041 Rev P02  
Typical Raised Air Valve Chamber Detail 80061155-01-UU-TR5-97-DR-C-00046 Rev P01  
Compound Junction Access Details - Haslingden Road Compound RBC-HW-APP-004-11\_01 Rev 3  
Indicative Mine Grouting Area (White Carr Lane) RBC-HW-APP-004-13\_01 Rev 0  
Example Mine Grouting Area Compound Layout / Section RBC-HW-APP-004-13\_02 Rev 0

**Planning Documents:**

Planning, Design and Access Statement RBC-HW-APP-003 Rev 0  
Haslingden Road, New Hall Hey and Townsend Fold WTW Compounds - Lighting Management Plan Overview RBC-HW-APP-005\_01 Final (April 2021)  
White Carr Lane Mine Grouting Area - Lighting Management Plan Overview RBC-HW-APP-005\_02 Final (April 2021)  
Statement of Community Involvement RBC-HW-APP-006  
Construction Traffic Management Plan HBC\_RBC\_BMBC-HW-APP-007 Rev 4.0  
BNG Report on site RBC-HW-APP-008\_01 Rev 3  
BNG Report off site RBC-HW-APP-008\_02 Rev 1  
SSSI Assessment HBC\_RBC\_BMBC-HW-APP-009 Rev 3.0  
HRA Report HBC\_RBC\_BMBC-HW-APP-010 Rev 7.0  
Final Mining Risk Assessment HBC\_RBC\_BMBC-HW-APP-011 V1.0

**Environmental Statement:**

Volume 1 Non-Technical Summary  
Volume 2 Environmental Statement  
Volume 3 Figures  
Volume 4 Technical Appendices

**First SEI:**

Supplementary Environmental Information HBC\_RBC\_BMBC-HW\_SEI Rev 0 (Oct 2021)  
HBC\_RBC\_BMBC-HW\_SEI APPENDIX A1 - A11  
HBC\_RBC\_BMBC-HW\_SEI APPENDIX B1 - B3  
HBC\_RBC\_BMBC-HW\_SEI APPENDIX B4  
HBC\_RBC\_BMBC-HW\_SEI APPENDIX B5 - B10

**Second SEI:**

Second Supplementary Environmental Information – Rossendale RBC-HW\_SEI\_2 Rev 0  
(April 2022)

**Reason.** For the avoidance of doubt and to ensure an appropriate standard of development as pursuant to relevant National Planning Policies and the applicable policies contained within the Development Plan.

**Phasing of the Proposed Works**

3. Prior to the commencement of development, a Phasing Plan showing the sequencing of the development for managing the construction, restoration and reinstatement works shall be submitted to and agreed in writing by the Local Planning Authority. Conditions (set out below) that are required to be submitted to the Local Planning Authority for approval shall be submitted to and agreed in writing by the Local Planning Authority in accordance with the sequence set out in the agreed phasing plan. The development shall thereafter be implemented solely in accordance with the approved scheme or as subsequently amended by written agreement with the Local Planning Authority.

**Reason.** For the avoidance of doubt and to ensure that the development is implemented in accordance with all of the required related mitigations.

**Compliance with Operating/Construction Code of Practice**

4. Development within each phase approved under Condition 3 above shall not be commenced until a fully comprehensive Construction Code of Practice, indicating how the appointed contractor intends to operate in an environmentally suitable and neighbourly manner, for the relevant phase has been submitted to and agreed in writing by the Local Planning Authority. The appointed contractor shall then operate in accordance with that approved Construction Code of Practice (or as may be subsequently amended by the written agreement of the Local Planning Authority).

**Reason.** For the avoidance of doubt and to ensure that the appointed contractor operates in accordance with all of the required and agreed mitigations.

**Appropriate Restoration, Reinstatement and Aftercare**

5. Development within each phase approved under condition 3 above shall not be commenced until appropriate comprehensive proposals for the restoration, reinstatement and aftercare (in respect of the restored landscape) of the environment in respect of that impacted area for the relevant phase, has been submitted to and agreed in writing by the Local Planning Authority. The proposed restorations, reinstatements and aftercare shall be implemented in accordance with those agreed details (or as may be subsequently amended by the written agreement of the Local Planning Authority).

**Reason.** For the avoidance of doubt and to ensure that all the required restorations and reinstatements are implemented in accordance with the agreed and required environmental mitigations.

### **Construction Compound Details (Micro-siting)**

6. Development within each phase at Haslingden Road, New Hall Hey, Townsend Fold and White Carr Lane shall not be commenced until full details of the proposed related construction compounds (including their exact siting, intended layouts, proposed hoarding design, details of noise generating equipment and lighting details) has been submitted to and agreed in writing by the Local Planning Authority. The compounds shall then be set up and operated in accordance with those approved details (or as may be subsequently amended by the written agreement of the Local Planning Authority).

**Reason.** For the avoidance of doubt and to ensure that the development is implemented in accordance with the required mitigations.

### **Valve House Materials**

7. Prior to the construction of the proposed permanent new Valve House at the Haslingden Road Compound, details of the proposed external materials shall be submitted to and agreed in writing by the Local Planning Authority. The building shall then be constructed in accordance with those approved details (or as may be subsequently amended by the written agreement of the Local Planning Authority).

**Reason.** In order to ensure an appropriate standard of development in accordance with Development Plan policies.

### **The Construction Traffic Management Plan**

8. Development within each phase approved under Condition 3 above shall not be commenced until a Construction Traffic Management Plan (the CTMP) has been submitted to and agreed in writing by the Local Planning Authority. The CTMP will include all the proposed traffic routing strategies and control arrangements, the required related localised access and highway works, the proposed operational controls over construction traffic during peak periods, the intended access and haul routes, the proposed vehicle types and numbers, and the intended working hours. All the proposed construction traffic management arrangements shall be implemented in accordance with the agreed CTMP (or as may be subsequently amended by the written agreement of the Local Planning Authority).

**Reason.** In order to ensure safe and appropriate local traffic management and access arrangements in accordance with the applicable Development Plan policies

### **Agreed Highway Works and Traffic Management Schemes**

9. Development within each phase approved under Condition 3 above shall not be commenced until the full design and construction details of the required local highway schemes and improvements for the relevant phase has been submitted to and agreed in writing by the Local Planning Authority. The proposed local highway management schemes and improvements shall be implemented in accordance with those agreed details (or as may be subsequently amended by the written agreement of the Local Planning Authority).

**Reason.** In order to ensure safe and appropriate local traffic management and access arrangements in accordance with the applicable Development Plan policies.

### **National Highways Conditions**

10. Development within each phase approved under Condition 3 above shall not be commenced unless and until United Utilities have undertaken a geotechnical assessment in accordance with standard CD622 of the Design Manual for Roads and Bridges in connection with all anticipated operations covered by this planning application in relation to;

- Tunnelling under the A56 trunk road north of Rising Bridge;
- Tunnelling adjacent to the A56 trunk road Woodcliffe cutting;
- Site formation earthworks for the Haslingden site compound;
- Mine grouting at White Carr Lane; and
- Site formation earthworks at White Carr Lane.

The Geotechnical Assessment for the relevant phase shall be submitted to and approved in writing by the Local Planning Authority, prior to the commencement of that phase of development.

Reason. To ensure that the risks to the Strategic Road Network (SRN) asset are suitably mitigated.

11. Development within each phase associated with the creation of the Haslingden Road site compound and the tunnelling operations beneath the A56 trunk road north of the A56/A680 Rising Bridge junction, shall not be commenced until;

- There has been a survey to record the condition of all highway-related drainage systems within the vicinity of the above works (to be repeated once all works pursuant to this application have been completed); the results shared and agreed with National Highways (and any subsequent damage attributable to the works made good by the applicant).
- A plan to ensure that said drainage apparatus are protected from disturbance, damage and settlement for the full duration of the works has been submitted to and approved in writing by the Local Planning Authority.

Reason. To ensure the safety and integrity of the SRN and to also ensure that the highway drainage system of the SRN continues to function as it has been designed to.

12. There shall be no connection into the drainage system of the A56 trunk road or M66 motorway.

Reason. To ensure the safety and integrity of the SRN and to also ensure that the highway drainage system of the SRN continues to function as it has been designed to.

13. Development within each phase approved under Condition 3 above shall not be commenced until a detailed site construction traffic management plan and site construction working method statement relating to the compounds at Haslingden Road and White Carr Lane for the relevant phase has been submitted to and approved in writing by the Local Planning Authority.

Reason. To ensure the safety and integrity of the SRN is maintained.

### Approved Hours of Working

14. For the Haslingden Road Compound the working hours shall be:

- a) Tunnelling works up to twenty-four (24) hours per day, seven (7) days a week;
- b) Above ground works to support tunnel working:
  - i. Up to twenty four (24) hours per day, seven (7) days per week above ground support to tunnelling including:
    1. maintenance;
    2. security;
    3. ventilation;
    4. refuelling;
    5. separation and thickening of arisings for stockpiling, excluding spoil removal from site and associated HGV movements;
- c) Above ground works other than support to tunnel working at Launch Sites including spoil removal from site and associated HGV movements
  - i. Monday to Friday 07:00 to 19:00. Deliveries 07:00 to 19:00
  - ii. Saturday 07:00 to 13:00. Deliveries 07:00 to 13:00
  - iii. No works Sunday. No deliveries
  - iv. No works on bank holidays. No deliveries;

The development shall then be implemented in accordance with these working hours (or as may be subsequently amended by the written agreement of the Local Planning Authority). These working hours shall be reviewed by the local planning authority subject to the agreement of the detailed siting plan under condition 2.

Reason. In order to appropriately safeguard the amenity of existing properties and residents.

### Approved Hours of Working (Townsend Fold WTW, New Hall Hay and White Carr Lane Compounds)

15. Development within each phase approved under Condition 3 above shall not be commenced until details of the intended hours of working (at each specific working location) for the relevant phase have been submitted to and agreed in writing by the Local Planning Authority. The development shall then be implemented in accordance with those agreed working hours (or as may be subsequently amended by the written agreement of the Local Planning Authority).

Reason. In order to appropriately safeguard the amenity of existing properties and residents.



### **Noise Mitigation Measures**

16. Development within each phase approved under Condition 3 above shall not be commenced until details of the intended noise mitigation measures (at each specific working location) have been submitted to and agreed in writing by the Local Planning Authority. The development shall then be implemented in accordance with those agreed noise mitigation measures (or as may be subsequently amended by the written agreement of the Local Planning Authority).

**Reason.** In order to appropriately safeguard the amenity of existing properties and residents.

### **Tree/Landscape Safeguarding/Reinstatement Measures**

17. Development within each phase approved under Condition 3 above shall not be commenced until full details of the intended tree and landscape safeguarding measures, and the intended related tree and landscape reinstatements, for that particular location have been submitted to and agreed in writing by the Local Planning Authority. The works shall then be implemented in accordance with those agreed tree and landscape safeguarding and reinstatement proposals (or as may be subsequently amended by the written agreement of the Local Planning Authority).

**Reason.** In order to deliver the required tree and landscape mitigations and environmental enhancements.

### **Ecological Safeguards**

18. Development within each phase approved under Condition 3 above shall not be commenced until a scheme of appropriate ecological safeguards for the relevant phase has been submitted and approved in writing by the Local Planning Authority. Such a scheme shall include and ensure compliance with all the stated environmental mitigations (as set out in the associated Environmental Statement and addenda), the applicable requirements of the Wildlife and Countryside Act 1981 (as amended) and the Protection of Badgers Act 1992.

**Reason.** In the interests of protecting wildlife and the natural environment.

### **Archaeological Investigation and Works**

19. No development within each phase approved under condition 3 shall take place until the applicant, or their agent or successors in title, has secured the implementation of a programme of archaeological work. This must be carried out in accordance with a written scheme of investigation, which shall first have been submitted to and agreed in writing by the Local Planning Authority. This work should be carried out by an appropriately qualified and experienced professional archaeological contractor to the standards and guidance set out by the Chartered Institute for Archaeologists ([www.archaeologists.net](http://www.archaeologists.net)). The development shall be carried out in accordance with these agreed details.

**Reason.** To ensure and safeguard the recording and inspection of matters of archaeological/historical importance associated with this site.

## **Drainage/Surface Water/Private Water Supply, Materials Management and Site Waste Management Plans**

20. Development within each phase approved under Condition 3 above shall not be commenced until details of the intended drainage strategy (which will include proposals for the appropriate management of surface water, local flood risk and sustainable drainage), the safeguarding of private water supplies, the management of materials and site waste as specified by the Environment Agency (in their detailed planning consultation response reference NO/2021/113551/02-L02 dated 23rd February 2022) for the relevant phase has been submitted to and agreed in writing by the Local Planning Authority. The development shall then be implemented in accordance with those agreed details (or as may be subsequently amended by the written agreement of the Local Planning Authority).

**Reason.** In order to ensure appropriate management of the local water environment in accordance with Development Plan policies and the requirements of the Environment Agency.

## **Provision of Compensatory Habitats**

21. Development within each phase approved under Condition 3 above shall not be commenced until a scheme for the provision and management of any compensatory habitats necessary to mitigate the impacts of the project has been submitted to, and agreed in writing by, the Local Planning Authority. Thereafter, the development shall be implemented in accordance with the approved scheme.

**Reason.** In order to safeguard and enhance the environment.

## **Management of the River Irwell Riparian Corridor**

22. A scheme for the positive reinstatement and management of the riparian corridor along the River Irwell shall be submitted to, and approved in writing by the Local Planning Authority. Thereafter, the development shall be carried out in accordance with the approved scheme. Any subsequent variations shall be agreed in writing by the Local Planning Authority, in which case the development shall be carried out in accordance with the amended scheme. The scheme shall include;

- Plans showing the extent and layout of the restored riparian corridor with any new riparian revetment design preferably based on a bio-engineering solution, where feasible.
- Details of any proposed soft landscape reinstatement scheme including a planting schedule predominantly based in native species.
- Treatment of invasive non-native species and appropriate biosecurity measures to be adopted.
- Details demonstrating how the riparian zone will be protected during development and managed over the longer term.
- Details of any new boundary features i.e. fencing.

**Reason.** In order to appropriately safeguard the water environment in accordance with the requirements of the Environment Agency.

### **Footpath Safeguarding/Diversions/Reinstatement**

23. Development within each phase approved under Condition 3 above, shall not be commenced until details of the proposed related, Public Rights of Way intended closures, necessary diversions and essential reinstatements have been submitted to and agreed in writing by the Local Planning Authority. All subsequent works to, and reinstatements of, the public rights of way network shall be carried out in complete accordance with those agreed details.

Reason. In order to satisfactorily safeguard and then ensure appropriate reinstatement of the affected Public Rights of Way.

### **Coal Mining Conditions**

24. Development within each phase approved under Condition 3 above shall not be commenced until;
- a) A scheme of targeted additional intrusive investigations (either in advance of the proposed works or during the mine stabilisation phase) has been agreed and carried out as required on site to establish the risks posed to the development by past coal mining activity.
  - b) Any remediation works and/or mitigation measures to address land instability arising from coal mining legacy, as may be necessary, have been implemented on site in full in order to ensure that the site is safe and stable for the development proposed.

Prior to the development being taken into beneficial use, a signed statement or declaration prepared by a suitably qualified person confirming that the site is, or has been made, safe and stable for the approved development shall be submitted to the Local Planning Authority for approval in writing. The document shall confirm the methods and findings of the intrusive site investigations and the completion of any remedial works and/or mitigation necessary to address the risks posed by past coal mining activity.

Reason. In order to address any identified coalmining legacy issues.

Date: 2<sup>nd</sup> August 2023

Signed: *Mike Atherton*

Mike Atherton  
Head of Planning and Building Control

DRAFT

Please note that this notice does not relieve the applicant from the need to ensure compliance with the appropriate provisions of the Building Act 1984 and the Building Regulations 2000.

IT IS IMPORTANT THAT YOU SHOULD READ THE NOTES ACCOMPANYING THIS NOTICE

**GUIDANCE NOTES FOR APPLICANTS  
WHERE AN APPLICATION HAS BEEN APPROVED**

**1. APPLICATIONS FOR PLANNING PERMISSION, APPROVAL OF RESERVED MATTERS, LISTED BUILDING CONSENT OR CONSERVATION AREA CONSENT.**

If you object to the Local Planning Authority's decision to grant permission, approval or consent subject to conditions, you may appeal to the Secretary of State for the Environment under Section 78 of the Town and Country Planning Act 1990 within 12 weeks of the date of this notice. With regard to granted applications concerning listed buildings in a conservation area, you may appeal under Section 20 of the Planning (Listed Buildings and Conservation Areas) Act 1990 and Regulation 8 of the Planning (Listed Buildings and Conservation Areas) Regulations 1990.

Please make your appeal using a form from The Planning Inspectorate, Customer Support Unit, Room 3/15 Eagle Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel. 0117 372 6372) [www.planning-inspectorate.gov.uk](http://www.planning-inspectorate.gov.uk). The Secretary of State may allow a longer period for you to give notice of appeal, but will normally only do so if there are special circumstances that excuse the delay in giving notice of appeal. The Secretary of State need not consider an appeal if it appears that the Local Planning Authority could have granted permission for the proposed development only subject to the conditions it imposed, bearing in mind the statutory requirements, the development order, and any directions given under the order. In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority made its decision on the grounds of a direction that he or she had given.

It may be that planning permission, conservation area consent or listed building consent is granted subject to conditions, whether by the Local Planning Authority or by the Secretary of State for the Environment; but you, as the landowner, claim that the land is no longer fit for reasonably beneficial use in its existing state and you cannot make it fit for such use by carrying out the permitted development. If so, you may serve a purchase notice on Rossendale Borough Council requiring the Council to buy your interest in the land. You can do this under the Town and Country Planning Act 1990 or Section 32 of the Planning (Listed Buildings and Conservation Areas) Act 1990 and Regulation 9 of the Planning (Listed Buildings and Conservation Areas) Regulations 1990 in respect of listed buildings and buildings in conservation areas.

You may claim compensation against the Local Planning Authority if the Secretary of State has refused or granted permission subject to conditions, either on appeal or when the application was referred to her or him.

Compensation is payable in the circumstances set out in:

(a) Section 114 and Part II of Schedule 3 of the Town and Country Planning Act 1990; or (b) Section 27 of the Planning (Listed Buildings and Conservation Areas) Act 1990 and Regulation 9 of the Planning (Listed Buildings and Conservation Areas) Regulations 1990 in respect of listed buildings.

**2. ADDITIONAL NOTES ON LISTED BUILDING CONSENT**

- 1 If you wish to modify the development referred to in your application or to vary it in any way, you must make another application.
- 2 This notice refers only to the grant of listed building consent and does not entitle you to assume that the City Council has granted its consent for all purposes:

- (a) If you have applied for planning permission under Section 57(1) of the Town and Country Planning Act 1990, we will send you a separate notice of decision;
  - (b) We will send you a separate notice about plans you have submitted under the Building Regulations 2000;
  - (c) If the development for which listed building consent has been granted includes putting up a building for which you have to submit plans under the Building Regulations 2000, you should not do any work connected with erecting that building until you have satisfied yourself that you have complied with Section 219 of the Highways Act 1980 or that they do not apply to this building.
- 3 Even if you have gained listed building consent, you must comply with any restrictive covenants that affect the land referred to in the application.

### **3. APPLICATION FOR CONSENT TO DISPLAY ADVERTISEMENTS**

If the applicant is aggrieved by the decision of the Local Planning Authority to grant consent, subject to conditions, he or she may appeal to the Secretary of State for the Environment in accordance with Regulation 17 and Part 3 of Schedule 4 of the Town and Country Planning (Control of Advertisements) (England) Regulations 2007 within eight weeks of the receipt of this notice. (Appeals must be made on a form which obtainable from The Planning Inspectorate, Customer Support Unit, Room 3/15 Eagle Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel. 0117 372 6372) [www.planning-inspectorate.gov.uk](http://www.planning-inspectorate.gov.uk)).

## **IMPORTANT**

### **Compliance with Planning Conditions**

The Council's Planning Enforcement Team is responsible for monitoring the implementation of planning permissions. This includes ensuring that all relevant conditions have been complied with. Effective enforcement is important to:

- tackle breaches of planning control which would otherwise have unacceptable impact on the amenity of the area;
- maintain the integrity of the decision-making process;
- help ensure that public acceptance of the decision-making process is maintained.

Whilst the majority of developers/homeowners do comply with the requirements of planning permissions, there are a number who do not. Where any planning conditions are breached, the Council can take formal enforcement action without further notice. Enforcement action could include such measures as requiring remedial works, cessation of use, or complete demolition and can cause the developer/homeowner unnecessary expense, delay and frustration.

**It is important that you read and understand the eight points below to avoid any potential breaches of planning control:**

- 1) Please take some time to read through the conditions attached to the planning permission and their particular requirements.
- 2) All planning conditions and timeframes for their submission/implementation must be complied with in full, unless a subsequent application or appeal is made to vary or remove those conditions and is subsequently approved.
- 3) Applications to vary conditions attached to a planning permission can take up to 8 weeks to determine (13 weeks if relating to a major planning application). Appeals normally take much longer.

- 4) Applications for approval of details reserved by planning condition (more commonly referred to as condition discharge applications) can take approximately 8 weeks to determine.
- 5) Applicants should ensure that they submit any applications or appeals in good time, well in advance of any anticipated or scheduled start date for commencement of the development.
- 6) If any amendments are sought to the permission, either prior to commencement of development or during the development, the developer should contact the Planning Department at their earliest opportunity to establish what form of application will be required. Work should not continue until any amendments are approved in writing by the Local Planning Authority.
- 7) Fees are normally payable for applications for approval of details reserved by planning condition (condition discharge applications). The relevant application forms, associated fees and details of how to apply can be found on the Planning Portal: [www.planningportal.gov.uk](http://www.planningportal.gov.uk)

Mike Atherton  
Head of Planning and Building Control

**APPENDIX 3**  
**The Principal BIA**





THE  
ENVIRONMENT  
PARTNERSHIP



**HAWESWATER AQUEDUCT RESILIENCE PROGRAMME**  
**HASLINGDEN AND WALMERSLY SECTION -**  
**ROSSENDALE BOROUGH COUNCIL**  
**BIODIVERSITY NET GAIN ASSESSMENT**  
**REF: RBC-HW-APP-008\_01**

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Document Title	Biodiversity Net Gain Assessment	Ref: RBC-HW-APP-008_01
Prepared for	United Utilities	
Prepared by	TEP - Warrington	
Document Ref	7478.04.001	

Author	Ian Holland
Date	April 2021
Checked	Anne Pritchard
Approved	Anne Pritchard

Amendment History					
Version	Date	Modified by	Check / Approved by	Reason(s) issue	Status
1.0	12/04/21	IH	AP	For submission	Superseded
1.1	22/04/21	IH	AP	Update following client feedback	Superseded
2.0	06/09/21	IH	AP	Update to BNG 3.0	Superseded
1.0	13/10/21	IH	LR	Update following redline boundary change	For issue
		1.1			



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## **DRAWINGS**

- Drawing G7478.04.001 - Rossendale District Compound Overview
- Drawing G7478.04.002 - Rossendale District Baseline Habitats
- Drawing G7478.04.003 - Rossendale District Post Development Habitats

## Executive Summary

1. TEP was commissioned by United Utilities to undertake a Biodiversity Net Gain (BNG) assessment of the Haweswater Aqueduct Resilience Programme. This report covers the BNG assessment of land within the boundary of Rossendale Borough Council only.
2. Full details of the proposed Haslingden and Walmersley Section, its location and supporting ecological information is found within Chapter 9 of the Environmental Statement.
3. The BNG assessment has been completed using the Natural England Biodiversity Metric 3.0 and has been completed with reference to the Biodiversity Net Gain Good Practice Principles for Development.
4. All habitats to be lost are to be re-instated to the same condition following completion of works with the exception of some small areas of new access track, hard standing and building which are required for the permanent maintenance and monitoring of the aqueduct. Habitat enhancement is proposed but is detailed separately within a report produced by WSP (Report Ref: RBC-HW-APP-008\_02).
5. Based on an assessment of habitats to be lost and those to be reinstated to their current condition, and in the absence of habitat enhancement proposals, there is an overall biodiversity net loss of 24.19 habitat units. This includes a 31.22% net loss for habitats and 49.49% net loss for hedgerows from the proposed scheme.
6. This report should be read in conjunction with the WSP Report Ref: RBC-HW-APP-008\_02 which contains full details of final habitat losses and gains, once habitat enhancement proposals have been incorporated.

## 1.0 Introduction

### Project Background

- 1.1 TEP was commissioned by United Utilities to undertake a Biodiversity Net Gain (BNG) assessment of the Haweswater Aqueduct Resilience Programme. This report covers the BNG assessment of land within the boundary of Rossendale Borough Council only (henceforth referred to as 'the site').
- 1.2 The section within the Rossendale Borough Council boundary includes the following areas:
- Haslingden Road Compound;
  - New Hey Hall Compound;
  - Townsend Fold Water Treatment Works Compound;
  - White Carr Lane Mine Grouting Area (MGA); and
  - Lockgate Farm Habitat Creation Area.
- 1.3 Full details of the proposed scheme can be found within the Environmental Statement for the project<sup>1</sup>.
- 1.4 The site, as assessed within this document, covers an area of 14.95ha. This is based on the designs provided at the time of assessment. The site boundary is shown in both the TEP Rossendale District Baseline Habitats Drawing: G7478.04.002 and the TEP Rossendale District Post Development Habitats Drawing: G7478.04.003 provided within the drawings section of this report.
- 1.5 All habitats to be lost are to be re-instated to the same condition following completion of works with the exception of some small areas of new access track, hard standing and kiosks which are required for the permanent maintenance and monitoring of the aqueduct. Habitat enhancement is proposed but is detailed separately within a report written by WSP Ref: RBC-HW-APP-008\_02.

### Biodiversity Net Gain

- 1.6 Paragraph 174(d) of the revised NPPF (2021) states that "Planning polices and decisions should contribute to and enhance the natural and local environment by... minimising impacts on and providing net gains for biodiversity..." The Government 25-year Environment Plan states that government will "embed environmental net gain principle for development".
- 1.7 In July 2019, the government issued revised planning practice guidance (PPG) with details on how planners can implement "net environmental gain" requirements when assessing development proposals, including new advice on protecting wildlife.
- 1.8 In terms of measuring net gain, the guidance states that using a metric is a pragmatic way to calculate the impact of a development and the net gain that can be achieved. It goes on to state that "tools such as the Defra biodiversity metric can be used to assess whether a biodiversity net gain outcome is expected to be achieved".

<sup>1</sup> Haweswater Aqueduct Resilience Programme -Terrestrial Ecology Chapter (ES Volume 4) Doc Ref: HBC\_RBC\_BMBC-HW-ES-009-01.  
7478.04.001  
Version 3.0



- 1.9 BNG is the end result of a process which is designed to ensure that there is an increase in biodiversity when the value of habitats prior to and post development are considered.
- 1.10 The process of BNG is designed to align with the mitigation hierarchy to ensure that firstly loss is avoided, secondly loss is minimised and thirdly lost habitats are restored or mitigated for on-site. Where this is not possible and as a last resort remaining losses must be compensated for off-site.
- 1.11 The impact on biodiversity within this site has been calculated using Biodiversity Metric 3.0<sup>2</sup>, which is discussed in detail within the methods section below. The metric provides a way to measure biodiversity loss and gain in a consistent and robust way. It can also predict the likely effectiveness of creating new or enhancing existing habitats.

#### Aims and Objectives

- 1.12 This report aims to:
- Set out the ecological surveys undertaken to establish a baseline position of biodiversity;
  - Provide a biodiversity impact assessment result of the site detailing whether the development will likely achieve net gain, net loss or no net loss of biodiversity; and
  - Detail the mitigation required to compensate for the impact of the development.

#### **Relevant Legislation and Policy**

- 1.13 Legislation and policies relevant to this report are shown in Chapter 9, Table 9A.1 of the ES chapter.

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<sup>2</sup> Natural England (2010). The Biodiversity metric 3.0 Auditing and accounting for biodiversity. 2021

## 2.0 Methods

### BNG Assessment

- 2.1 The site has been assessed using Natural England Biodiversity Metric 3.0 in line with the user guide<sup>3</sup> and technical supplement<sup>4</sup> provided.
- 2.2 Biodiversity Metric 3.0 is a tool designed to enable developers to measure the change in biodiversity across their site. It determines if there will be net gain, net loss or no net loss of biodiversity following completion of their development and any subsequent management regime.
- 2.3 In order to calculate the change in biodiversity across the site, a site survey is undertaken by a suitably qualified ecologist to determine the habitats present on site, their location, size, condition and connectivity. This information is then digitised and the resulting information fed in to Biodiversity Metric 3.0.
- 2.4 The principles of BNG as set out in the Biodiversity Net Gain Good Practice Guidelines<sup>5</sup> have been considered throughout this process and are listed below:
- 1. Apply the mitigation hierarchy;
  - 2. Avoid losing biodiversity that cannot be offset by gains elsewhere;
  - 3. Be inclusive and equitable;
  - 4. Address risks;
  - 5. Make a measurable net gain contribution;
  - 6. Achieve the best outcomes for biodiversity;
  - 7. Be additional;
  - 8. Create a net gain legacy;
  - 9. Optimise sustainability; and
  - 10. Be transparent.

### Data Sources

- 2.5 The data used to inform the metric, as assessed within this document, have been informed by detailed site survey and a thorough desk-based assessment of habitats present and proposed.

<sup>3</sup> STEPHEN PANKS A , NICK WHITE A , AMANDA NEWSOME A , JACK POTTER A , MATT HEYDON A , EDWARD MAYHEW A , MARIA ALVAREZ A , TRUDY RUSSELL A , SARAH J. SCOTT B , MAX HEAVER C , SARAH H. SCOTT C , JO TREWEEK D , BILL BUTCHER E and DAVE STONE A 2021. Biodiversity metric 3.0: Auditing and accounting for biodiversity – User Guide. Natural England.

<sup>4</sup> STEPHEN PANKS A , NICK WHITE A , AMANDA NEWSOME A , JACK POTTER A , MATT HEYDON A , EDWARD MAYHEW A , MARIA ALVAREZ A , TRUDY RUSSELL A , SARAH J. SCOTT B , MAX HEAVER C , SARAH H. SCOTT C , JO TREWEEK D , BILL BUTCHER E and DAVE STONE A 2021. Biodiversity metric 3.0: Auditing and accounting for biodiversity – Technical Supplement. Natural England.

<sup>5</sup> CIEEM, IEMA & CIRIA (2019). Biodiversity Net Gain. Good Practice Principles for Development. A Practical Guide;

- 2.6 Pre-development habitats which fall within or adjacent to the indicative Development Envelope were surveyed across the 2019 season. The survey area was extended in 2020 to include areas within or adjacent to the Mine Grouting Areas. Extended Phase 1 habitat survey methods were undertaken in line with JNCC<sup>6</sup> and CIEEM Guidelines<sup>7</sup>. Full details of habitats across the site are found within the Phase 1 Habitat Appendix<sup>8</sup>
- 2.7 Condition assessment of the habitats present pre-development was undertaken by a suitably experienced ecologist. The condition assessments were calculated through consultation with the original habitat surveyor with reference to site and aerial photography and the guidance presented in the Biodiversity Metric 2.0 - Technical Supplement. Conditions calculated using Biodiversity Metric 2.0 have been directly transferred to Biodiversity Metric 3.0 for this assessment.
- 2.8 Phase 1 habitats were converted to UK Habitat classification code<sup>9</sup> in line with the conversions provided in the 'Technical Data' button in the calculation tool of Biodiversity Metric 3.0.
- 2.9 Strategic significance was determined through a thorough desktop review of local planning policy and other relevant documentation. The desk based assessment<sup>10</sup> provides full details of all local policy and legislation covering the sites.
- 2.10 For the purpose of the BNG assessment particular reference has been paid to the relevant green infrastructure and other ecology specific policies. Consideration has also been given to the location of Hyndburn's Sites of Biological Importance (SBI's) as well as county wide and nationally designated wildlife sites, specifically where they are referenced in local policy as providing important connectivity.
- 2.11 Those sites which fall within the green infrastructure policy, within a designated/locally protected wildlife site or sites which fall within other ecology specific local policy are awarded high strategic significance. Those which fall partially within these areas or are directly adjacent are awarded moderate strategic significance and those outside of these areas are awarded low strategic significance.
- 2.12 Post development calculations have been based on assessment of proposals provided by United Utilities. The post development proposals are shown within Drawing G7478.04.003 at the end of this report.

<sup>6</sup> JNCC 2010. Handbook for Phase 1 Habitat Survey: A technique for environmental audit.

<sup>7</sup> CIEEM 2017. Guidelines for Preliminary Ecological Appraisal.

<sup>8</sup> HARP - Proposed Haslingden and Walmersley Section Phase 1 Habitat Appendix March 2021. Doc No: HBC\_RBC\_BMBC-HW-TA-009-01-02, Rev 1.0

<sup>9</sup> UK Habitat Classification: [ukhab – UK Habitat Classification](#) (Accessed 12/04/21)

<sup>10</sup> HARP - Proposed Haslingden and Walmersley Section Deskbased Appendix, September 2020. Appendix 9A.1  
Doc No: HBC\_RBC\_BMBC-HW-TA-009-01-01





## Limitations and Assumptions

- 2.13 For the purpose of this assessment it is assumed that all habitats across the site will be subject to total loss during the proposed scheme but will be reinstated following completion of works to an equal condition as measured during the baseline survey. The exceptions to this are any retained trees and some small areas of permanent loss which will form new permanent access roads, hard standing and kiosks essential to the continued maintenance of the proposed aqueduct. An area of young trees will also be subject to permanent loss due to its location over a proposed shaft.
- 2.14 Where grouting areas run through a compound the habitat losses are accounted for in the compound losses only to prevent double counting.

### Baseline Limitations and Assumptions

- 2.15 No limitations were encountered during the on-site extended Phase 1 habitat survey.
- 2.16 A variety of weather conditions were encountered during the survey work however none were adverse enough to impact negatively on the completion of the survey work.
- 2.17 Following discussion between site surveyor and the ecologist completing this report, where there was any doubt on a condition assessment criteria during the condition assessment a higher quality condition has been assumed.
- 2.18 The condition assessment for trees has been based on the tree categorisation within the Arboricultural assessment<sup>11</sup> for the site with those which are category A being given good condition, those which are category B moderate condition and those which are category C or U Poor condition.
- 2.19 For the purpose of this assessment where tree canopy cover is above other habitats, the area of tree canopy cover only has been counted and habitats beneath excluded. For tree groups and scattered trees the size of the canopy has been taken as the root protection area given within the Arboricultural assessment.
- 2.20 The Arboricultural assessment includes three tree categories; tree loss, retained trees and trees which may be lost but will be sought to be retained. For the purpose of this assessment a worst case scenario has been anticipated and all trees that may be lost have been included as a loss.
- 2.21 Data for this assessment was gathered prior to the release of Biodiversity Metric 3.0 in July 2021, therefore condition assessments for this metric were undertaken using the methodology set out in the Natural England Biodiversity Metric 2.0 and transferred as is to Biodiversity Metric 3.0. It is considered that although there may be some changes to condition if assessed under 3.0 this is likely to be very minor and will not significantly impact the final outcome.



### Post-Development Limitations and Assumptions

- 2.22 It is assumed that all habitats to be lost can be reinstated in their current position and can be subject to suitable management to achieve a condition identical to that which was achieved pre-development.
- 2.23 It has been assumed that trees are to be replaced on a 3 to 1 basis. Newly planted trees have been given an assumed canopy cover of 1m<sup>2</sup>.
- 2.24 There is no on or off-site mitigation considered in this report above re-instatement of habitats lost to their current condition. Mitigation for habitat losses is considered separately within a report produced by WSP (Ref: RBC-HW-APP-008\_02)

## 3.0 Results

### Biodiversity Impacts

#### Irreplaceable Habitats

- 3.1 No irreplaceable habitats were identified within the red line boundary for this development during the extended Phase 1 habitat survey.

#### Baseline

- 3.2 The TEP Baseline Habitats Drawing (Ref: G7478.04.002) illustrates the habitats present across the site. Tables 1-5 list the habitats present, their Phase 1 habitat code and reclassified UK Habitat classification (UK Hab) code with their associated conditions and also provides a summary of how this assessment was derived.
- 3.3 There is, in some compound and grouting areas in the tables below, more than one line per habitat type. This reflects the lines in the BNG metric which are split out into those habitat types with different condition scores and strategic significance. For example there may be two areas of scrub, both which are of moderate condition, however one has high strategic significance and the other low. To identify each different area within the metric and be able to reference it to the table below, a separate column for the area has been included.
- 3.4 Drawing G7478.04.002 also illustrates the location of the hedgerows. Table 6 lists the hedgerows present within the application area, their Phase 1 habitat code and reclassified UK Habitat classification code with their associated conditions and provide a summary of how this assessment was derived.
- 3.5 The comments box in the tables below offer further justification of the condition, based on the technical guidance document for the metric and also based on the surveyors own ecological knowledge. Relevant target notes (TN's) are provided where available however not all individual sections of each habitat had a TN conferred onto them.

Table 1: Baseline habitats, UK Hab - White Carr Lane Mine Grouting Areas

UK Hab Type	Associated Phase 1 Code	Area (ha)	Condition assessment (as assessed under Biodiversity Metric 2.0) <sup>12</sup>	Associated Condition	Comments
Sparsely vegetated land - ruderal/ephemeral	Tall ruderal	1.68	<p>This habitat is not grass dominated so does not fall within the grassland habitat and does also not meet the criteria of Open Mosaic Habitat on Previously Developed Land (OMH). It is therefore assessed as ruderal habitat within the sparsely vegetated and rock habitat type.</p> <p>This ruderal habitat is dominated by undesirable species including nettle and dock. It has low biodiversity value and therefore is assigned as being in poor condition.</p>	Poor	<p>Relevant TN's: N/A</p> <p>Although only one relevant condition criteria is failed, as described in the Biodiversity metric V3.0 technical guidance ruderal habitat with low biodiversity value and cover of undesirable species above 20% is considered to be in poor condition.</p>
Cropland - cereal crops	Arable	0.04	No condition assessment is required.	N/A - Agricultural	<p>Relevant TN's: N/A</p> <p>Cropped arable field. No condition assessment required.</p>
Urban - Sealed Surface	Hard standing	0.10	No condition assessment is required.	N/A - Other	<p>Relevant TN's: N/A</p> <p>An existing area of hard standing. No condition assessment required</p>

<sup>12</sup> Natural England (2010). The Biodiversity metric 2.0 Auditing and accounting for biodiversity. Technical Supplement. 2019



Table 2: Baseline habitats, UK Hab - Haslingden Road Compound

UKHab Type	Associated Phase 1 Code	Area (ha)	Condition assessment (as assessed under Biodiversity Metric 2.0)	Associated Condition	Comments
Grassland - Modified grassland	Amenity Grassland	0.38	<p>1. The area is clearly and easily recognisable as a good example of this type of habitat and there is little difference between what is described in the relevant habitat classifications and what is visible on site.</p> <p>2. The appearance and composition of the vegetation on site should very closely match the characteristics for the specific Priority Habitat [i.e as described by either the Phase 1 Habitat Classification or the UK Habitat Classification], with species typical of the habitat representing a significant majority of the vegetation. <b>NOT MET</b></p> <p>3. Wildflowers, sedges and indicator species for the specific Priority grassland habitat are very clearly and easily visible throughout the sward and occur at high densities in high frequency. See relevant Habitat Classification for details of indicator species for specific habitat. <b>NOT MET</b></p> <p>4. Undesirable species and physical damage is below 5% cover.</p> <p>5. Cover of bare ground not greater than 10% (including localised areas, for example, rabbit warrens). <b>NOT MET</b></p> <p>6. Cover of bracken less than 20% and cover of scrub and bramble less than 5%.</p>	Poor	<p>Relevant TN's: N/A</p> <p>Regularly mown amenity grassland with large areas of bare ground. Limited ecological value and three condition criteria are failed.</p>



UKHab Type	Associated Phase 1 Code	Area (ha)	Condition assessment (as assessed under Biodiversity Metric 2.0)	Associated Condition	Comments
Grassland - Modified grassland	Poor semi-improved grassland	0.32	<p>1. The area is clearly and easily recognisable as a good example of this type of habitat and there is little difference between what is described in the relevant habitat classifications and what is visible on site.</p> <p>2. The appearance and composition of the vegetation on site should very closely match the characteristics for the specific Priority Habitat [i.e. as described by either the Phase 1 Habitat Classification or the UK Habitat Classification], with species typical of the habitat representing a significant majority of the vegetation. <b>NOT MET</b></p> <p>3. Wildflowers, sedges and indicator species for the specific Priority grassland habitat are very clearly and easily visible throughout the sward and occur at high densities in high frequency. See relevant Habitat Classification for details of indicator species for specific habitat. <b>NOT MET</b></p> <p>4. Undesirable species and physical damage is below 5% cover.</p> <p>5. Cover of bare ground not greater than 10% (including localised areas, for example, rabbit warrens).</p> <p>6. Cover of bracken less than 20% and cover of scrub and bramble less than 5%.</p>	Moderate	<p>Relevant TN's: 63</p> <p>Semi-improved horse grazed field of varying sward density (some very heavily grazed).</p> <p>This grassland is species poor, however it is in moderate condition and the majority of the conditions are met.</p>



UKHab Type	Associated Phase 1 Code	Area (ha)	Condition assessment (as assessed under Biodiversity Metric 2.0)	Associated Condition	Comments
Grassland - Other neutral grassland	Semi-improved neutral grassland	0.87	<p>1. The area is clearly and easily recognisable as a good example of this type of habitat and there is little difference between what is described in the relevant habitat classifications and what is visible on site.</p> <p>2. The appearance and composition of the vegetation on site should very closely match the characteristics for the specific Priority Habitat [i.e as described by either the Phase 1 Habitat Classification or the UK Habitat Classification], with species typical of the habitat representing a significant majority of the vegetation. <b>NOT MET</b></p> <p>3. Wildflowers, sedges and indicator species for the specific Priority grassland habitat are very clearly and easily visible throughout the sward and occur at high densities in high frequency. See relevant Habitat Classification for details of indicator species for specific habitat. <b>NOT MET</b></p> <p>4. Undesirable species and physical damage is below 5% cover.</p> <p>5. Cover of bare ground not greater than 10% (including localised areas, for example, rabbit warrens).</p> <p>6. Cover of bracken less than 20% and cover of scrub and bramble less than 5%.</p>	Moderate	<p>Relevant TN's: 63 and 63A</p> <p>Semi-improved horse grazed field of varying sward density (some very heavily grazed).</p> <p>This grassland is species poor, however it is in moderate condition and the majority of the conditions are met.</p>



UKHab Type	Associated Phase 1 Code	Area (ha)	Condition assessment (as assessed under Biodiversity Metric 2.0)	Associated Condition	Comments
Grassland - Other neutral grassland	Semi-improved neutral grassland	0.58	<p>1. The area is clearly and easily recognisable as a good example of this type of habitat and there is little difference between what is described in the relevant habitat classifications and what is visible on site.</p> <p>2. The appearance and composition of the vegetation on site should very closely match the characteristics for the specific Priority Habitat [i.e as described by either the Phase 1 Habitat Classification or the UK Habitat Classification], with species typical of the habitat representing a significant majority of the vegetation. <b>NOT MET</b></p> <p>3. Wildflowers, sedges and indicator species for the specific Priority grassland habitat are very clearly and easily visible throughout the sward and occur at high densities in high frequency. See relevant Habitat Classification for details of indicator species for specific habitat. <b>NOT MET</b></p> <p>4. Undesirable species and physical damage is below 5% cover.</p> <p>5. Cover of bare ground not greater than 10% (including localised areas, for example, rabbit warrens).</p> <p>6. Cover of bracken less than 20% and cover of scrub and bramble less than 5%.</p>	Moderate	<p>Relevant TN's: 63 and 63A</p> <p>Semi-improved horse grazed field of varying sward density (some very heavily grazed).</p> <p>This grassland is species poor, however it is in moderate condition and the majority of the conditions are met.</p>
Heathland and shrub - Mixed scrub	Dense/continuous scrub	0.49	<p>1. There are at least three woody species, with no one species comprising more than 75% of the cover (except common juniper, sea buckthorn or box, which can be 100% cover). <b>NOT MET</b></p> <p>2. There is a good age range – a mixture of seedlings, saplings, young shrubs and mature shrubs. <b>NOT MET</b></p> <p>3. Pernicious weeds and invasive species make up less than 5% of the ground cover.</p> <p>4. The scrub has a well-developed edge with un-grazed tall herbs. <b>NOT MET</b></p> <p>5. There are many clearings and glades within the scrub.</p>	Poor	<p>Relevant TN's: N/A</p> <p>Species poor bramble dominated scrub which fails the majority of the criteria.</p>





UKHab Type	Associated Phase 1 Code	Area (ha)	Condition assessment (as assessed under Biodiversity Metric 2.0)	Associated Condition	Comments
Heathland and shrub - Mixed scrub	Dense/continuous scrub	0.02	<ol style="list-style-type: none"> <li>1. There are at least three woody species, with no one species comprising more than 75% of the cover (except common juniper, sea buckthorn or box, which can be 100% cover). <b>NOT MET</b></li> <li>2. There is a good age range – a mixture of seedlings, saplings, young shrubs and mature shrubs. <b>NOT MET</b></li> <li>3. Pernicious weeds and invasive species make up less than 5% of the ground cover.</li> <li>4. The scrub has a well-developed edge with un-grazed tall herbs. <b>NOT MET</b></li> <li>5. There are many clearings and glades within the scrub.</li> </ol>	Poor	<p>Relevant TN's: N/A</p> <p>Species poor bramble dominated scrub which fails the majority of the criteria.</p>
Woodland and forest - Other woodland; broadleaved	Young trees over semi-improved neutral grassland	3.72	<ol style="list-style-type: none"> <li>1. This should be an area of trees with complete canopy cover. <b>NOT MET</b></li> <li>2. Native species are dominant. Non-native and invasive species account for less than 10% of the vegetation cover.</li> <li>3. A diverse age and height structure of the trees. <b>NOT MET</b></li> <li>4. Free from damage [Bark stripping; Browse line; Damage shoot tips] (in the last five years) from stock or wild mammals with less than 20% of vegetation being browsed.</li> <li>5. There should be evidence of successful (i.e. not browsed off before it gets well established) tree regeneration such as seedlings, saplings and young trees. <b>NOT MET</b></li> <li>6. Standing and fallen dead wood of over 20 cm diameter are present including fallen large dead branches/stems and stumps. <b>NOT MET</b></li> <li>7. Wetland habitat if they exist within the wood has little sign of drainage or channel straightening.</li> <li>8. The area is protected from damage by agricultural and other adjacent operations.</li> <li>9. There should be no evidence of inappropriate management (e.g. deep ruts, animal poaching or compaction).</li> <li>10. Invasive non-native plants are below 5% (see list below).</li> <li>11. No signs of significant nutrient enrichment present.</li> </ol>	Poor	<p>Relevant TN's: 66</p> <p>An area of newly planted trees over grassland dominated by silver birch.</p> <p>The habitat lacks diversity both in species composition and height. It contains mixed species showing a consistent planting pattern and the original planting lines can still be seen. In line with the guidance this is considered to be woodland in poor condition.</p>



UKHab Type	Associated Phase 1 Code	Area (ha)	Condition assessment (as assessed under Biodiversity Metric 2.0)	Associated Condition	Comments
Woodland and forest - Other woodland; broadleaved	Young trees over semi-improved neutral grassland	0.61	1. This should be an area of trees with complete canopy cover. <b>NOT MET</b> 2. Native species are dominant. Non-native and invasive species account for less than 10% of the vegetation cover. 3. A diverse age and height structure of the trees. <b>NOT MET</b> 4. Free from damage [Bark stripping; Browse line; Damage shoot tips] (in the last five years) from stock or wild mammals with less than 20% of vegetation being browsed. 5. There should be evidence of successful (i.e. not browsed off before it gets well established) tree regeneration such as seedlings, saplings and young trees. <b>NOT MET</b> 6. Standing and fallen dead wood of over 20 cm diameter are present including fallen large dead branches/stems and stumps. <b>NOT MET</b> 7. Wetland habitat if they exist within the wood has little sign of drainage or channel straightening. 8. The area is protected from damage by agricultural and other adjacent operations. 9. There should be no evidence of inappropriate management (e.g. deep ruts, animal poaching or compaction). 10. Invasive non-native plants are below 5% (see list below). 11. No signs of significant nutrient enrichment present. 12. More than 3 different native trees and 3 shrub species in an average 10 m radius. <b>NOT MET</b>	Poor	Relevant TN's: 66  An area of newly planted trees over grassland dominated by silver birch.  The habitat lacks diversity both in species composition and height. It contains mixed species showing a consistent planting pattern and the original planting lines can still be seen, in line with the guidance this is considered to be woodland in poor condition.



UKHab Type	Associated Phase 1 Code	Area (ha)	Condition assessment (as assessed under Biodiversity Metric 2.0)	Associated Condition	Comments
Woodland and forest - Other woodland; broadleaved	Plantation woodland	0.01	<ol style="list-style-type: none"> <li>1. This should be an area of trees with complete canopy cover. <b>NOT MET</b></li> <li>2. Native species are dominant. Non-native and invasive species account for less than 10% of the vegetation cover.</li> <li>3. A diverse age and height structure of the trees.</li> <li>4. Free from damage [Bark stripping; Browse line; Damage shoot tips] (in the last five years) from stock or wild mammals with less than 20% of vegetation being browsed.</li> <li>5. There should be evidence of successful (i.e. not browsed off before it gets well established) tree regeneration such as seedlings, saplings and young trees.</li> <li>6. Standing and fallen dead wood of over 20 cm diameter are present including fallen large dead branches/stems and stumps.</li> <li>7. Wetland habitat if they exist within the wood has little sign of drainage or channel straightening.</li> <li>8. The area is protected from damage by agricultural and other adjacent operations.</li> <li>9. There should be no evidence of inappropriate management (e.g. deep ruts, animal poaching or compaction).</li> <li>10. Invasive non-native plants are below 5% (see list below).</li> <li>11. No signs of significant nutrient enrichment present.</li> <li>12. More than 3 different native trees and 3 shrub species in an average 10 m radius.</li> </ol>	Good	Associated TN's: N/A Plantation woodland bounding adjacent road.
Urban - Developed land; sealed surface	Building/hard standing	0.07	No condition assessment is required.	N/A - Other	An existing area of hard standing/buildings

Table 3: Baseline habitats, UK Hab - New Hall Hey Compound

UKHab Type	Associated Phase 1 Code	Area (ha)	Condition assessment (as assessed under Biodiversity Metric 2.0)	Associated Condition	Comments
Grassland - Other neutral grassland	Semi-improved neutral grassland	2.27	<ol style="list-style-type: none"> <li>1. The area is clearly and easily recognisable as a good example of this type of habitat and there is little difference between what is described in the relevant habitat classifications and what is visible on site.</li> <li>2. The appearance and composition of the vegetation on site should very closely match the characteristics for the specific Priority Habitat [i.e as described by either the Phase 1 Habitat Classification or the UK Habitat Classification], with species typical of the habitat representing a significant majority of the vegetation. <b>NOT MET</b></li> <li>3. Wildflowers, sedges and indicator species for the specific Priority grassland habitat are very clearly and easily visible throughout the sward and occur at high densities in high frequency. See relevant Habitat Classification for details of indicator species for specific habitat. <b>NOT MET</b></li> <li>4. Undesirable species and physical damage is below 5% cover.</li> <li>5. Cover of bare ground not greater than 10% (including localised areas, for example, rabbit warrens). <b>NOT MET</b></li> <li>6. Cover of bracken less than 20% and cover of scrub and bramble less than 5%. <b>NOT MET</b></li> </ol>	Poor	<p>Associated TN's: 64 + 64a</p> <p>Area of semi-improved grassland with the River Irwell to the south, the grassland contains some scattered trees and bramble scrub. Some slightly damper areas present within the sward in the centre of the field, soft rush was more abundant in these areas.</p>
Heathland and shrub - Mixed scrub	Dense/continuous scrub	0.15	<ol style="list-style-type: none"> <li>1. There are at least three woody species, with no one species comprising more than 75% of the cover (except common juniper, sea buckthorn or box, which can be 100% cover).</li> <li>2. There is a good age range – a mixture of seedlings, saplings, young shrubs and mature shrubs.</li> <li>3. Pernicious weeds and invasive species make up less than 5% of the ground cover. <b>NOT MET</b></li> <li>4. The scrub has a well-developed edge with un-grazed tall herbs.</li> <li>5. There are many clearings and glades within the scrub. <b>NOT MET</b></li> </ol>	Moderate	<p>Associated TN's: 64b</p> <p>Area of scrub with abundant hawthorn and frequent bramble. Fails three condition assessment criteria.</p>



UKHab Type	Associated Phase 1 Code	Area (ha)	Condition assessment (as assessed under Biodiversity Metric 2.0)	Associated Condition	Comments
Heathland and shrub - Mixed scrub	Dense/continuous scrub	0.05	1. There are at least three woody species, with no one species comprising more than 75% of the cover (except common juniper, sea buckthorn or box, which can be 100% cover). <b>NOT MET</b> 2. There is a good age range – a mixture of seedlings, saplings, young shrubs and mature shrubs. <b>NOT MET</b> 3. Pernicious weeds and invasive species make up less than 5% of the ground cover. 4. The scrub has a well-developed edge with un-grazed tall herbs. <b>NOT MET</b> 5. There are many clearings and glades within the scrub. <b>NOT MET</b>	Poor	Associated TN's: 64b Area of scrub almost entirely dominated by bramble.
Urban - Developed land; sealed surface	Building/hard standing	0.01	No condition assessment is required.	N/A - Other	An existing area of hard standing/buildings
Sparsely vegetated land - ruderal/ephemeral	Tall ruderal	0.04	This habitat is not grass dominated so does not fall within the grassland habitat and does also not meet the criteria of Open Mosaic Habitat on Previously Developed Land (OMH). It is therefore assessed as ruderal habitat within the sparsely vegetated and rock habitat type. This ruderal habitat is dominated by undesirable species including nettle and dock. It has low biodiversity value and therefore is assigned as being in poor condition.	Poor	Associated TN's: N/A Species poor ruderal habitat with presence of undesirable species more than 10%.



UKHab Type	Associated Phase 1 Code	Area (ha)	Condition assessment (as assessed under Biodiversity Metric 2.0)	Associated Condition	Comments
Urban - Vacant/derelict land/ bare ground	Bare ground	0.07	<p>1. Known history of disturbance at the site or evidence that soil has been removed or severely modified by previous use(s) of the site. Extraneous materials/substrates such as industrial spoil may have been added which in turn has led to a low nutrient environment. <b>NOT MET</b></p> <p>2. The site contains some vegetation. This will comprise of early successional communities consisting mainly of stress-tolerant species (e.g. indicative of low nutrient status or drought). Early successional communities are composed of (a) annuals, or (b) mosses/liverworts, or (c) lichens, or (d) ruderals, or (e) inundation species, or (f) open grassland, or (g) flower-rich grassland, or (h) heathland.</p> <p>3. The site contains unvegetated, loose bare substrate and pools may be present and desirable. <b>NOT MET</b></p> <p>4. The site shows spatial variation, forming a mosaic of one or more of the early successional communities (a)–(h) above plus bare substrate or pools. <b>NOT MET</b></p>	Poor	<p>Associated TN's: N/A</p> <p>An area of bare ground with minimal early successional plants present. Majority of condition assessment criteria are failed.</p>
Urban - Vegetated garden	Private garden	0.09	No assessment required.	N/A - Other	Private garden.



UKHab Type	Associated Phase 1 Code	Area (ha)	Condition assessment (as assessed under Biodiversity Metric 2.0)	Associated Condition	Comments
Woodland and forest - Other woodland; broadleaved	Plantation broad-leaved woodland	0.08	<ol style="list-style-type: none"> <li>1. This should be an area of trees with complete canopy cover. <b>NOT MET</b></li> <li>2. Native species are dominant. Non-native and invasive species account for less than 10% of the vegetation cover.</li> <li>3. A diverse age and height structure of the trees.</li> <li>4. Free from damage [Bark stripping; Browse line; Damage shoot tips] (in the last five years) from stock or wild mammals with less than 20% of vegetation being browsed.</li> <li>5. There should be evidence of successful (i.e. not browsed off before it gets well established) tree regeneration such as seedlings, saplings and young trees.</li> <li>6. Standing and fallen dead wood of over 20 cm diameter are present including fallen large dead branches/stems and stumps.</li> <li>7. Wetland habitat if they exist within the wood has little sign of drainage or channel straightening.</li> <li>8. The area is protected from damage by agricultural and other adjacent operations.</li> <li>9. There should be no evidence of inappropriate management (e.g. deep ruts, animal poaching or compaction).</li> <li>10. Invasive non-native plants are below 5% (see list below).</li> <li>11. No signs of significant nutrient enrichment present.</li> <li>12. More than 3 different native trees and 3 shrub species in an average 10 m radius.</li> </ol>	Good	Associated TN's: 55 Although plantation woodland this habitat has a good mix of native mature tree species with a well-developed understory. Only one condition criteria is failed (for complete canopy cover).
Woodland and forest - Other woodland; broadleaved	Scattered trees	0.08	As described in the assumptions section the condition of scattered trees and groups of trees across the site has been taken directly from the tree category grade as provided within the Arboricultural report.	Poor	Category C/U trees within the Arboricultural report.



Table 4: Baseline habitats, UK Hab - Townsend Fold

UKHab Type	Associated Phase 1 Code	Area (ha)	Condition assessment (as assessed under Biodiversity Metric 2.0)	Associated Condition	Comments
Grassland - Other neutral grassland	Semi-improved neutral grassland	0.23	<p>1. The area is clearly and easily recognisable as a good example of this type of habitat and there is little difference between what is described in the relevant habitat classifications and what is visible on site.</p> <p>2. The appearance and composition of the vegetation on site should very closely match the characteristics for the specific Priority Habitat [i.e as described by either the Phase 1 Habitat Classification or the UK Habitat Classification], with species typical of the habitat representing a significant majority of the vegetation. <b>NOT MET</b></p> <p>3. Wildflowers, sedges and indicator species for the specific Priority grassland habitat are very clearly and easily visible throughout the sward and occur at high densities in high frequency. See relevant Habitat Classification for details of indicator species for specific habitat. <b>NOT MET</b></p> <p>4. Undesirable species and physical damage is below 5% cover.</p> <p>5. Cover of bare ground not greater than 10% (including localised areas, for example, rabbit warrens). <b>NOT MET</b></p> <p>6. Cover of bracken less than 20% and cover of scrub and bramble less than 5%.</p>	Moderate	<p>Associated TN's: 68b</p> <p>Semi improved neutral grassland with a tall sward. Dominated by Yorkshire fog with frequent meadow foxtail.</p>
Urban - Developed land; sealed surface	Building/hard standing	0.42	No condition assessment is required.	N/A - Other	<p>Associated TN's: N/A</p> <p>An existing area of buildings and hard standing.</p>
Sparsely vegetated land - ruderal/ephemeral	Tall ruderal	0.02	<p>This habitat is not grass dominated so does not fall within the grassland habitat and does also not meet the criteria of Open Mosaic Habitat on Previously Developed Land (OMH). It is therefore assessed as ruderal habitat within the sparsely vegetated and rock habitat type.</p> <p>This ruderal habitat is dominated by undesirable species including nettle and dock. It has low biodiversity value and therefore is assigned as being in poor condition.</p>	Poor	<p>Associated TN's: 67</p> <p>Species poor ruderal habitat with presence of undesirable species more than 10%.</p>





UKHab Type	Associated Phase 1 Code	Area (ha)	Condition assessment (as assessed under Biodiversity Metric 2.0)	Associated Condition	Comments
Woodland and forest - Other woodland; broadleaved	Scattered trees	0.34	As described in the assumptions section the condition of scattered trees and groups of trees across the site has been taken directly from the tree category grade as provided within the Arboricultural survey.	Poor	Category C/U trees within the Arboricultural report.

Table 5: Baseline habitats, UK Hab - Lockgate Farm Habitat Creation Area

UKHab Type	Associated Phase 1 Code	Area (ha)	Condition assessment (as assessed under Biodiversity Metric 2.0)	Associated Condition	Comments
Grassland - Modified grassland	Poor semi-improved grassland	0.67	<p>1. The area is clearly and easily recognisable as a good example of this type of habitat and there is little difference between what is described in the relevant habitat classifications and what is visible on site.</p> <p>2. The appearance and composition of the vegetation on site should very closely match the characteristics for the specific Priority Habitat [i.e as described by either the Phase 1 Habitat Classification or the UK Habitat Classification], with species typical of the habitat representing a significant majority of the vegetation. <b>NOT MET</b></p> <p>3. Wildflowers, sedges and indicator species for the specific Priority grassland habitat are very clearly and easily visible throughout the sward and occur at high densities in high frequency. See relevant Habitat Classification for details of indicator species for specific habitat. <b>NOT MET</b></p> <p>4. Undesirable species and physical damage is below 5% cover.</p> <p>5. Cover of bare ground not greater than 10% (including localised areas, for example, rabbit warrens).</p> <p>6. Cover of bracken less than 20% and cover of scrub and bramble less than 5%.</p>	Moderate	<p>Associated TN's: N/A</p> <p>This grassland is classified as UKHAB modified grassland as although it sits best within the phase 1 poor semi-improved grassland habitat, it is not entirely derived from arable origins and includes sections that make up roadside grass verge.</p>



UKHab Type	Associated Phase 1 Code	Area (ha)	Condition assessment (as assessed under Biodiversity Metric 2.0)	Associated Condition	Comments
Grassland - Other neutral grassland	Semi-improved neutral grassland	0.72	<p>1. The area is clearly and easily recognisable as a good example of this type of habitat and there is little difference between what is described in the relevant habitat classifications and what is visible on site.</p> <p>2. The appearance and composition of the vegetation on site should very closely match the characteristics for the specific Priority Habitat [i.e as described by either the Phase 1 Habitat Classification or the UK Habitat Classification], with species typical of the habitat representing a significant majority of the vegetation. <b>NOT MET</b></p> <p>3. Wildflowers, sedges and indicator species for the specific Priority grassland habitat are very clearly and easily visible throughout the sward and occur at high densities in high frequency. See relevant Habitat Classification for details of indicator species for specific habitat. <b>NOT MET</b></p> <p>4. Undesirable species and physical damage is below 5% cover.</p> <p>5. Cover of bare ground not greater than 10% (including localised areas, for example, rabbit warrens).</p> <p>6. Cover of bracken less than 20% and cover of scrub and bramble less than 5%.</p>	Moderate	<p>Relevant TN's: 63 and 63A</p> <p>Semi-improved horse grazed field of varying sward density (some very heavily grazed).</p> <p>This grassland is species poor, however it is in moderate condition and the majority of the conditions are met.</p>



UKHab Type	Associated Phase 1 Code	Area (ha)	Condition assessment (as assessed under Biodiversity Metric 2.0)	Associated Condition	Comments
Grassland - Other neutral grassland	Semi-improved neutral grassland	0.58	<p>1. The area is clearly and easily recognisable as a good example of this type of habitat and there is little difference between what is described in the relevant habitat classifications and what is visible on site.</p> <p>2. The appearance and composition of the vegetation on site should very closely match the characteristics for the specific Priority Habitat [i.e as described by either the Phase 1 Habitat Classification or the UK Habitat Classification], with species typical of the habitat representing a significant majority of the vegetation. <b>NOT MET</b></p> <p>3. Wildflowers, sedges and indicator species for the specific Priority grassland habitat are very clearly and easily visible throughout the sward and occur at high densities in high frequency. See relevant Habitat Classification for details of indicator species for specific habitat. <b>NOT MET</b></p> <p>4. Undesirable species and physical damage is below 5% cover.</p> <p>5. Cover of bare ground not greater than 10% (including localised areas, for example, rabbit warrens).</p> <p>6. Cover of bracken less than 20% and cover of scrub and bramble less than 5%.</p>	Moderate	<p>Relevant TN's: 63 and 63A</p> <p>Semi-improved horse grazed field of varying sward density (some very heavily grazed).</p> <p>This grassland is species poor, however it is in moderate condition and the majority of the conditions are met.</p>
Heathland and shrub - Mixed scrub	Dense/continuous scrub	0.06	<p>1. There are at least three woody species, with no one species comprising more than 75% of the cover (except common juniper, sea buckthorn or box, which can be 100% cover). <b>NOT MET</b></p> <p>2. There is a good age range – a mixture of seedlings, saplings, young shrubs and mature shrubs. <b>NOT MET</b></p> <p>3. Pernicious weeds and invasive species make up less than 5% of the ground cover.</p> <p>4. The scrub has a well-developed edge with un-grazed tall herbs. <b>NOT MET</b></p> <p>5. There are many clearings and glades within the scrub.</p>	Poor	<p>Relevant TN's: N/A</p> <p>Species poor bramble dominated scrub which fails the majority of the criteria.</p>
Woodland and forest - Other woodland; broadleaved	Scattered trees	0.01	<p>As described in the assumptions section the condition of scattered trees and groups of trees across the site has been taken directly from the tree category grade as provided within the Arboricultural report.</p>	Moderate	<p>Category B trees within the Arboricultural report.</p>



UKHab Type	Associated Phase 1 Code	Area (ha)	Condition assessment (as assessed under Biodiversity Metric 2.0)	Associated Condition	Comments
Woodland and forest - Other woodland; broadleaved	Scattered trees	0.01	As described in the assumptions section the condition of scattered trees and groups of trees across the site has been taken directly from the tree category grade as provided within the Arboricultural report.	Poor	Category C/U trees within the Arboricultural report.

Table 6: Baseline habitats - Hedgerows

UKHab Type	Associated Phase 1 Code	Hedgerow No	Condition assessment (as assessed under Biodiversity Metric 2.0)	Associated Condition
Native hedgerow with trees	Species-poor hedge and trees	TR5/6.H66	<p>A1. Height: &gt;1.5 m average along length</p> <p>A2. Width: &gt;1.5 m average along length</p> <p>B1. Gap – hedge base: Gap between ground and base of canopy 90% of length (unless 'line of trees')</p> <p>B2. Gap - hedge canopy continuity: Gaps make up &lt;10% of total length and no canopy gaps &gt;5m</p> <p>C1. Undisturbed ground and perennial vegetation: &gt;1 m width of undisturbed ground with perennial herbaceous vegetation for &gt;90% of length measured from outer edge of hedgerow, and is present on one side of the hedge (at least)</p> <p>C2. Undesirable perennial vegetation: Plant species indicative of nutrient enrichment of soils dominate &lt;20% cover of the area of undisturbed ground</p> <p>D1. Invasive and neophyte species: &gt;90% of the hedgerow and undisturbed ground is free of invasive non-native and neophyte species</p> <p>D2. Current damage &gt;90% of the hedgerow or undisturbed ground is free of damage caused by human activities</p>	Good



UKHab Type	Associated Phase 1 Code	Hedgerow No	Condition assessment (as assessed under Biodiversity Metric 2.0)	Associated Condition
Native hedgerow	Species-poor intact hedge	TR5/6.H67	<p>A1. Height: &gt;1.5 m average along length</p> <p>A2. Width: &gt;1.5 m average along length</p> <p>B1. Gap – hedge base: Gap between ground and base of canopy 90% of length (unless 'line of trees') NOT MET</p> <p>B2. Gap - hedge canopy continuity: Gaps make up &lt;10% of total length and no canopy gaps &gt;5m</p> <p>C1. Undisturbed ground and perennial vegetation: &gt;1 m width of undisturbed ground with perennial herbaceous vegetation for &gt;90% of length measured from outer edge of hedgerow, and is present on one side of the hedge (at least)</p> <p>C2. Undesirable perennial vegetation: Plant species indicative of nutrient enrichment of soils dominate &lt;20% cover of the area of undisturbed ground</p> <p>D1. Invasive and neophyte species: &gt;90% of the hedgerow and undisturbed ground is free of invasive non-native and neophyte species</p> <p>D2. Current damage &gt;90% of the hedgerow or undisturbed ground is free of damage caused by human activities</p>	Good



### Post-development Biodiversity

- 3.6 As shown in the BNG metric all habitats to be lost will be reinstated to the same condition they achieved during the baseline assessment. The exceptions to this are any retained trees and some small areas of permanent loss which will form new permanent access roads, hard standing and building essential to the continued maintenance of the proposed aqueduct. This also includes the habitat currently contained within the Lockgate Farm Habitat Creation Area which will not be replaced like for like but will instead be subject to significant enhancement to offset the losses from this section of the development.
- 3.7 The majority of losses are to be offset within the Lockgate Farm Habitat Creation Area, the majority of which sits within the Haslingden Road Compound area. Bespoke mitigation within this area is being completed as a separate assessment by WSP and can be found within WSP Report RBC-HW-APP-008\_02.
- 3.8 An Ecological Management Plan will be committed to, which will provide detailed prescriptions for ongoing management of existing and new habitats. Measures will be detailed of how habitats can be reinstated to their current level and the required management practices to maintain this.

### Overall Biodiversity Change

- 3.9 The summary results of the assessment are set out in Figure 1. The calculator provides baseline units for the habitats, hedgerows and trees, with the total net unit change and total net percentage change post development.
- 3.10 The baseline habitat units for the site are 77.49 and hedgerow units are 1.97, following development the habitat units on-site will be 53.29 and hedgerow units will be 1.00.
- 3.11

On-site baseline	<i>Habitat units</i>	77.49
	<i>Hedgerow units</i>	1.97
	<i>River units</i>	0.00
On-site post-intervention <small>(including habitat retention, creation &amp; enhancement)</small>	<i>Habitat units</i>	53.29
	<i>Hedgerow units</i>	1.00
	<i>River units</i>	0.00
On-site net % change <small>(including habitat retention, creation &amp; enhancement)</small>	<i>Habitat units</i>	-31.22%
	<i>Hedgerow units</i>	-49.49%
	<i>River units</i>	0.00%
Off-site baseline	<i>Habitat units</i>	0.00
	<i>Hedgerow units</i>	0.00
	<i>River units</i>	0.00
Off-site post-intervention <small>(including habitat retention, creation &amp; enhancement)</small>	<i>Habitat units</i>	0.00
	<i>Hedgerow units</i>	0.00
	<i>River units</i>	0.00
Total net unit change <small>(including all on-site &amp; off-site habitat retention, creation &amp; enhancement)</small>	<i>Habitat units</i>	-24.19
	<i>Hedgerow units</i>	-0.98
	<i>River units</i>	0.00
Total on-site net % change plus off-site surplus <small>(including all on-site &amp; off-site habitat retention, creation &amp; enhancement)</small>	<i>Habitat units</i>	-31.22%
	<i>Hedgerow units</i>	-49.49%
	<i>River units</i>	0.00%

Figure 1: BNG Headline Results Summary table

- 3.12 As can be seen in the above figure there is a biodiversity net habitat unit loss of 24.19 habitat units, which equates to an overall biodiversity net loss of 31.22%. There is a biodiversity net hedgerow unit loss of 0.98 hedgerow units, which equates to an overall biodiversity net loss of 49.49%.

## 4.0 Conclusions

- 4.1 There is an overall biodiversity net loss of 31.22% for habitats and 49.49% for hedgerows from the development. Under the current requirements of National Planning Policy Framework (NPPF) a development must achieve net gain. NPPF does not state what percentage net gain must be achieved.
- 4.2 The draft Environment Bill includes a requirement for 10% net gain on all developments, however, this is yet to be passed through Parliament.
- 4.3 It is understood this document is to be considered by the Greater Manchester Ecology unit (GMEU) whose latest guidance<sup>13</sup> requires all new development to aim to:
- Deliver net gains in biodiversity using the Biodiversity Metric 3.0 to demonstrate the gain and contributing to Local Plans and local biodiversity and green infrastructure plans, strategies and policies; and
  - Describe how they have met the requirements set by the Biodiversity Net Gain Good Practice Principles as part of any planning application.
- 4.4 The losses in this report reflect those within the Rossendale Borough Council area only. This report does not take account of the mitigation to be created within the Lockgate Farm Habitat Creation Area and therefore, as a stand-alone document, does not accurately reflect the change in biodiversity across the site. This document should be read in conjunction with WSP Report RBC-HW-APP-008\_02, which details the proposed mitigation measures and provides a final change in biodiversity score.
- 4.5 Currently the habitat trading rules have not been satisfied. However this metric does not take account of any proposed mitigation, which will seek to abide by trading rules where possible.

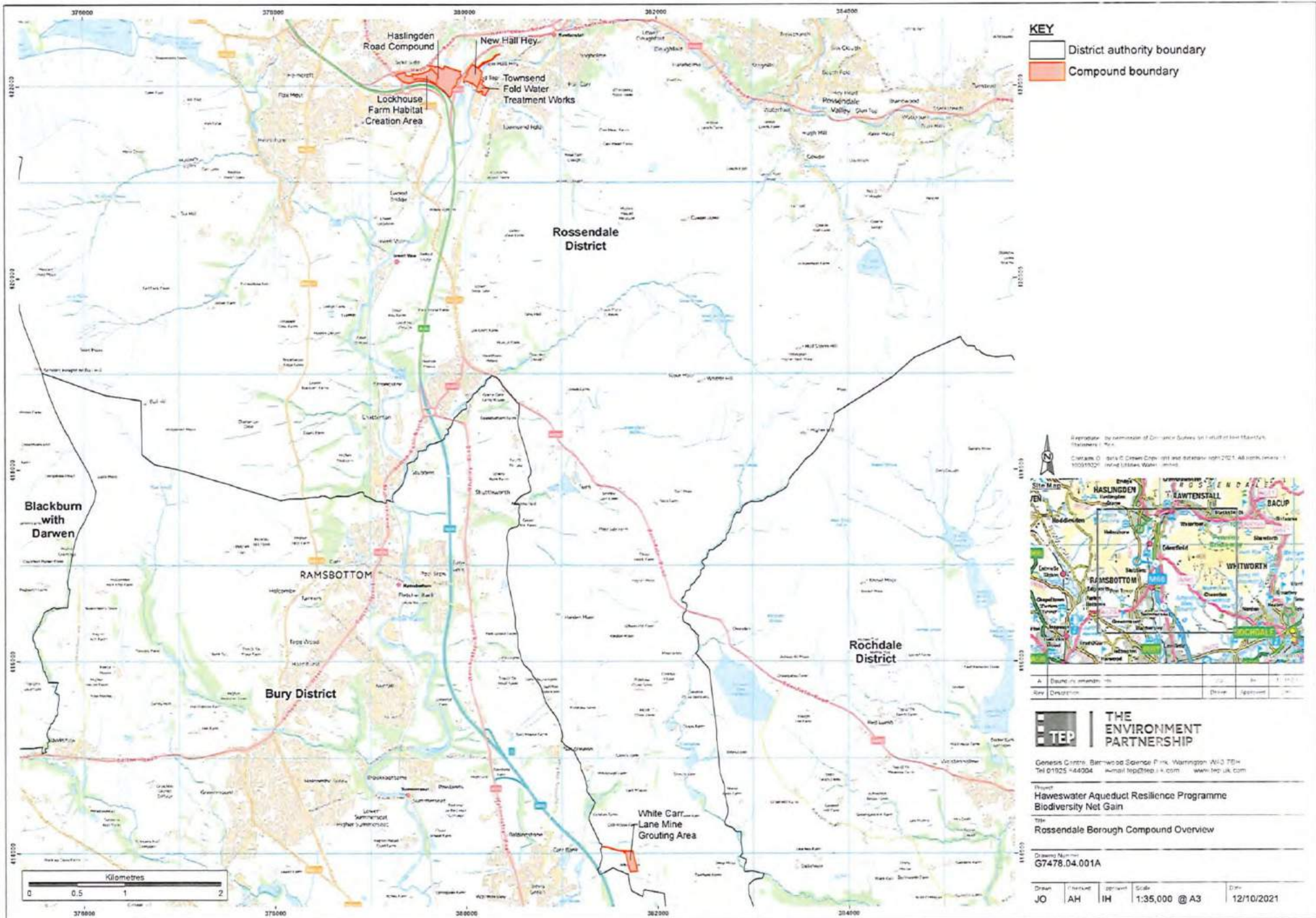
<sup>13</sup> GMCA Biodiversity Net Gain Guidance for Greater Manchester February 2021, WSP, Footprint Ecology.





## **DRAWINGS**

- ✳ **Drawing G7478.04.001 - Rossendale District Compound Overview**
- ✳ **Drawing G7478.04.002 - Rossendale District Baseline Habitats**
- Drawing G7478.04.003 - Rossendale District Post Development Habitats**



**KEY**

- District authority boundary
- Compound boundary



Author	Environment Services	Drawn	12/10/2021
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Title: **Rossendale Borough Compound Overview**

Drawing Number: **G7478.04.001A**

Drawn	Checked	Approved	Scale	Date
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**KEY**

- District authority boundary
- Compound boundary
- UK Habitat Classification**
- Native hedgerow with trees
- Other neutral grassland
- Modified grassland
- Mixed scrub
- Developed land/sealed surface
- Vegetated garden
- Other woodland - broadleaved
- Other woodland - young trees planted

**Note:**

The locations of habitats and habitat features are indicative.



B	Boundary amendments	JO	IH	12/10/21
A	Draft 2.0 to 3.0 amendments	JO	IH	12/10/21
Rev	Description	Drawn	Approved	Date



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Project  
**Haweswater Aqueduct Resilience Programme**  
 Biodiversity Net Gain

Title  
**Rossendale Borough Baseline Habitats**  
**Haslingden Road Compound**

Drawing Number  
**G7478.04.002B.1** Sheet 1 of 5

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379500



**KEY**

- District authority boundary
- Compound boundary
- Lockhouse Farm habitat creation area
- Habitats excluded from calculations
- UK Habitat Classification**
- Other neutral grassland
- Modified grassland
- Mixed scrub
- Ruderal/Ephemeral
- Vegetated garden
- Other woodland - broadleaved

**Note:**

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Project: **Haweswater Aqueduct Resilience Programme Biodiversity Net Gain**

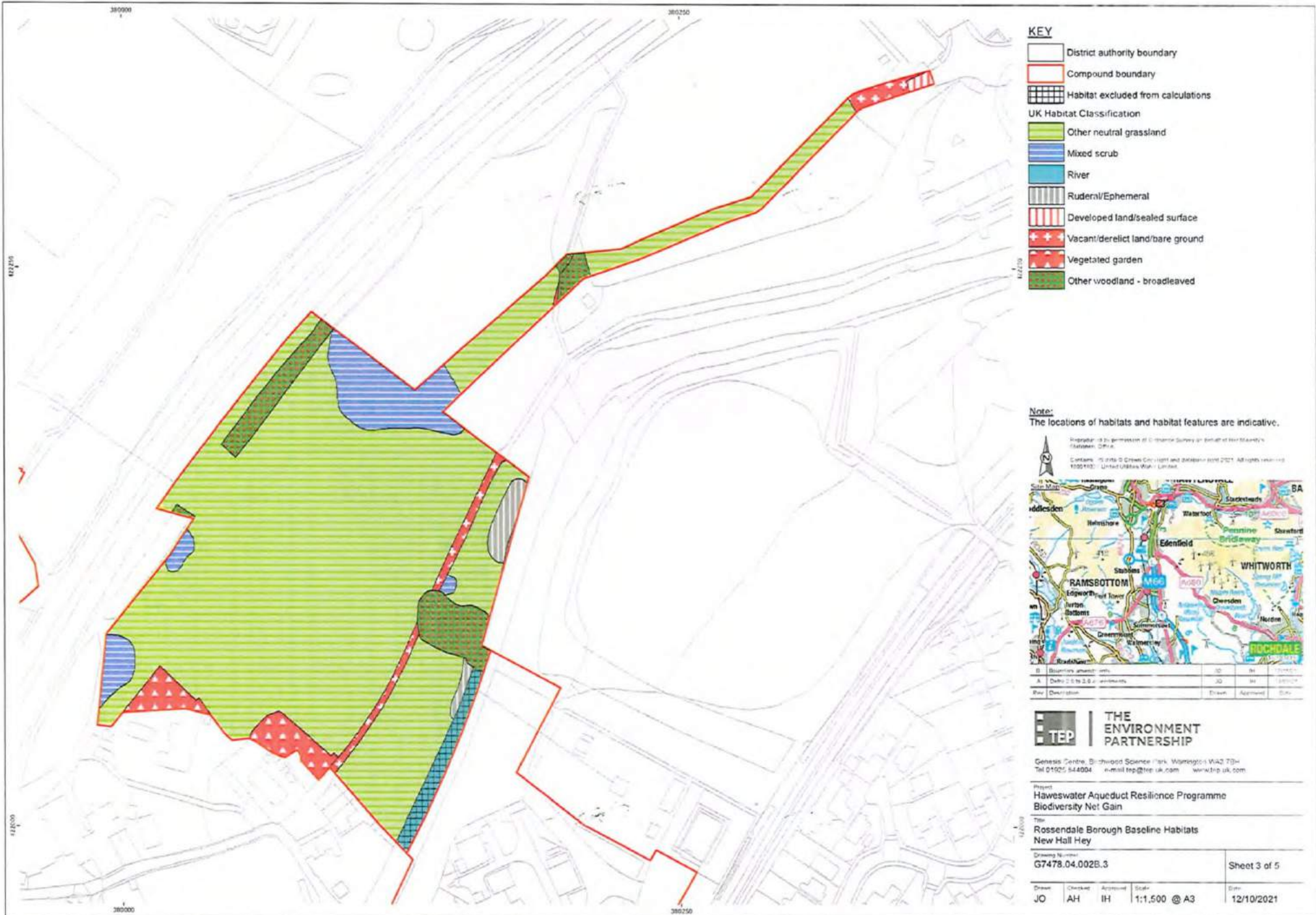
The **Rossendale Borough Baseline Habitats Lockhouse Farm Habitat Creation Area**

Drawing Number: **G7478.04.002B.2** Sheet 2 of 5

Drawn	Checked	Approved	Scale	Date
JO	AH	IH	1:1,000 @ A3	12/10/2021

422000

379500



- KEY**
- District authority boundary
  - Compound boundary
  - Habitat excluded from calculations
  - UK Habitat Classification**
  - Other neutral grassland
  - Mixed scrub
  - River
  - Ruderal/Ephemeral
  - Vacant/derelict land/bare ground
  - Vegetated garden
  - Other woodland - broadleaved

**Note:**  
The locations of habitats and habitat features are indicative.

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B	Baseline habitat map	JO	IH	12/10/21
A	Drawn 2.5 to 2.0	JO	IH	10/10/21

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Project:  
Haweswater Aqueduct Resilience Programme  
Biodiversity Net Gain

Title:  
Rosendale Borough Baseline Habitats  
New Hall Hey




Drawing Number:  
G7478.04.002B.3

Sheet 3 of 5

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**KEY**

-  District authority boundary
-  Compound boundary
-  Habitat excluded from calculations
- UK Habitat Classification**
-  Native hedgerow
-  Other natural grassland
-  River
-  Ruderal/Ephemeral
-  Developed land/sealed surface
-  Other woodland - broadleaved

**Note:**

The locations of habitats and habitat features are indicative.

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 Project: **Urban Water**



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Project: **Haweswater Aqueduct Resilience Programme Biodiversity Net Gain**  
 Title: **Rossendale Borough Baseline Habitats Townsend Fold Water Treatment Works**

Drawing Number: **G7478.04.002B.4** Sheet 4 of 5

Drawn	Checked	Approved	Scale	Date
JO	AH	IH	1:1,000 @ A3	12/10/2021



- KEY**
- District authority boundary
  - Compound boundary
  - UK Habitat Classification**
  - Cereal crops
  - Other neutral grassland
  - Ruderal/Ephemeral
  - Developed land/sealed surface

**Note:**  
The locations of habitats and habitat features are indicative.



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Project:  
**Haweswater Aqueduct Resilience Programme  
Biodiversity Net Gain**

Title:  
**Rossendale Borough Baseline Habitats  
White Carr Lane Mine Grouting Area**

Drawing Number: **G7478.04.002B.5** Sheet 5 of 5

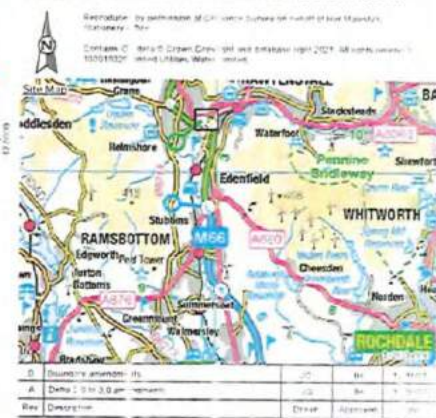
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**KEY**

- District authority boundary
- Compound boundary
- Lockhouse Farm habitat creation area
- Permanent loss of habitat
- UK Habitat Classification**
- Native hedgerow with trees
- Other neutral grassland
- Modified grassland
- Mixed scrub
- Developed land/sealed surface
- Vegetated garden
- Other woodland - broadleaved
- Other woodland - young trees planted

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Haweswater Aqueduct Resilience Programme  
Biodiversity Net Gain

**Site:**  
Rossendale Borough Post Development Habitats  
Haslingden Road Compound

**Drawing Number:**  
G7478.04.003B.1












**Sheet 1 of 4**

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**KEY**

-  District authority boundary
-  Compound boundary
-  Habitat excluded from calculations
- UK Habitat Classification**
-  Other neutral grassland
-  Mixed scrub
-  River
-  Ruderal/Ephemeral
-  Developed land/sealed surface
-  Vacant/derelict land/bare ground
-  Vegetated garden
-  Other woodland - broadleaved

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Project:  
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Biodiversity Net Gain**

Title:  
**Rossendale Borough Post Development Habitats  
New Hall Hey**

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**KEY**

-  District authority boundary
-  Compound boundary
-  Habitat excluded from calculations
- UK Habitat Classification**
-  Native hedgerow
-  Other neutral grassland
-  River
-  Ruderal/Ephemeral
-  Developed land/sealed surface
-  Other woodland - broadleaved



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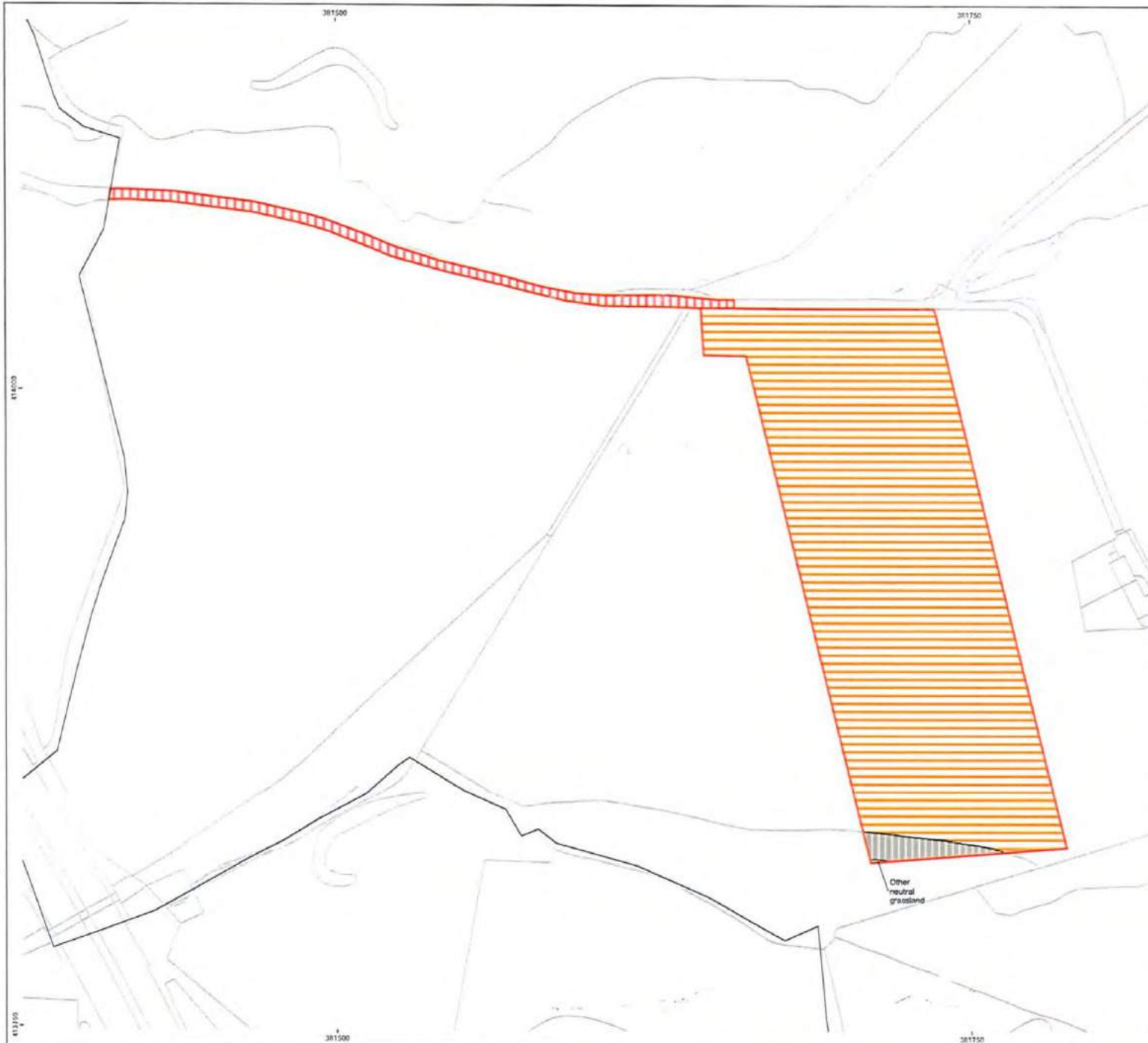
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 Biodiversity Net Gain**  
 Title:  
**Rossendale Borough Post Development Habitats  
 Townsend Fold Water Treatment Works**

Drawing Number:  
**G7478.04.003B.3**
Sheet 3 of 4

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- KEY**
- District authority boundary
  - Compound boundary
  - UK Habitat Classification**
  - Cereal crops
  - Other neutral grassland
  - Ruderal/Ephemeral
  - Developed land/sealed surface

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Biodiversity Net Gain

Title: Rossendale Borough Post Development Habitats  
White Carr Lane Mine Grouting Area

Drawing Number: G7478.04.003B.4 Sheet 4 of 4

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United Utilities

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# **HAWESWATER AQUEDUCT RESILIENCE PROGRAMME**

Haslingden and Walmersley Section - Biodiversity  
Net Gain Assessment, Habitat Compensation:  
Rossendale Borough Council



United Utilities

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# HAWESWATER AQUEDUCT RESILIENCE PROGRAMME

Haslingden and Walmersley Section - Biodiversity Net Gain  
Assessment, Habitat Compensation: Rossendale Borough  
Council

TYPE OF DOCUMENT PUBLIC

PROJECT NO. 70074191

OUR REF. NO. RBC-HW-APP-008\_02

DATE: OCTOBER 2021

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PUBLIC



# QUALITY CONTROL

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Signature		Roberts, Luke (UKLFR001) <small>Digitally signed by Roberts, Luke (UKLFR001) DN: cn=Roberts, Luke (UKLFR001), o=UKSLT, email=Luke.Roberts@wsp.com Date: 2021.10.15 11:45:10 +0100</small>		
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Report number	RBC-HW-APP-008_02	RBC-HW-APP-008_02		
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## ***APPENDICES***

### APPENDIX A

#### OUTLINE HABITAT MANAGEMENT PLAN

### APPENDIX B

#### METHODOLOGY FOR THE CALCULATION OF RIVER UNITS



# 1 INTRODUCTION

---

## 1.1 PROJECT BACKGROUND

- 1.1.1. United Utilities are proposing a programme of works known as Haweswater Aqueduct Resilience Programme (*the Proposed Programme of Works*).
- 1.1.2. There are six Tunnel Routes (TR) to the Proposed Programme of Works, referenced as TR1 to TR6. These traverse seven Local Planning Authorities (LPAs). A total of five Environment Statements are being produced, with some being submitted to more than one Local Planning Authority (LPA) and nine planning applications.
- 1.1.3. Biodiversity Net Gain (BNG) is the result of a process applied to development so that overall, there is a positive outcome for biodiversity. The process itself follows the mitigation hierarchy, which sets out that everything possible must be done to firstly avoid, secondly minimise and thirdly restore / rehabilitate losses of biodiversity on-site. Only as a last resort, residual losses are compensated for using biodiversity offsets, which are distinguished from other forms of mitigation in that they are off the development site. BNG assessment reports are intended to provide a detailed insight into the adherence of a proposed development to the BNG Good Practice Principles for Development (CIRIA, CIEEM and IEMA, 2016) (hereafter, 'the Good Practice Principles').
- 1.1.4. To inform the planning applications for the Proposed Programme of Works, BNG assessments are being completed on an LPA area basis. *The Environment Partnership Ltd* ('TEP') have completed BNG assessments that consider the effects of habitat clearance and post development reinstatement of terrestrial habitats. In addition, *Ricardo Ltd* have undertaken assessments considering riparian habitats. These assessments are hereafter referred to as '*the On-site BNG Assessment(s)*'.
- 1.1.5. WSP UK Ltd ('WSP') have been commissioned to support the assessment and delivery of proposals for habitat compensation. These include sites within and outside of the Proposed Programme of Works' Red Line Boundary (RLB, hereafter 'the Site'), where additional habitat creation and/ or enhancements are proposed, beyond simple reinstatement. These sites are hereafter referred to as 'Habitat Creation Site(s)'.
- 1.1.6. For each LPA area, one Biodiversity Metric 3.0 Calculation Tool (Natural England, 2021) has been completed, detailing the overall outcome of the BNG assessments in the LPA Area. In the original version of this report, assessments were based on the Biodiversity Metric 2.0 Calculation Tool.

## 1.2 SCOPE OF REPORT

- 1.2.1. This report considers the TR5/6 Haslingden & Walmersley, Rossendale Borough Council section of the Proposed Programme of Works. The following information is set out within this report:
  - A summary of the outcome of the On-site BNG Assessments.



- Identification of an area within the Rossendale Borough Council boundary where habitat compensation<sup>1</sup> is proposed.
- A description of baseline habitat types at the Habitat Creation Site, including assumptions made with respect to habitat type, condition, distinctiveness and strategic significance.
- Digitised mapping presenting the existing baseline conditions at the Habitat Creation Site.
- Details, supported by digitised mapping, of the proposed habitat creation and enhancements at the Habitat Creation Site, and the associated quantitative BNG outcome predicted. Reference is made to the associated, completed Biodiversity Metric 3.0 Calculation Tool.
- Commentary regarding adherence of the assessments to the Good Practice Principles.
- **Appendix A** presents an outline habitat management plan for the Habitat Creation Site.

1.2.2. This report presents an update to the original version of this report which presented an assessment based on the Biodiversity Metric 2.0 Calculation Tool (RBC-HW-APP-008-02).

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<sup>1</sup> Including both enhancement of existing habitats and creation of new ones.



## 2 METHODS

---

### 2.1 REVIEW OF ON-SITE BNG ASSESSMENT

- 2.1.1. The on-site BNG assessments were reviewed to inform the development of a habitat creation and enhancement strategy for the Habitat Creation Site. This included Tabs A-1, A-2, B-1, B-2, C-1 and C-2 of the Biodiversity Metric 3.0 Calculation Tools and accompanying reports (RBC-HW-APP-008\_01; **Appendix B**).
- 2.1.2. The outcome of this review was used to devise an appropriate habitat creation/ enhancement strategy that aims to adhere to the BNG Good Practice Principles. Particular regard was given to Principle 6 (achieve the best outcomes for biodiversity), and proposals for compensation are made that are ecologically appropriate and of an equivalent or better distinctiveness. Compensation measures must also be ecologically appropriate, for example by supporting the same community of species. The habitat creation/ enhancement strategy was informed also by assessment of existing baseline conditions at the Habitat Creation Site (see Section 2.3).

### 2.2 HABITAT CREATION SITE

- 2.2.1. United Utilities, in collaboration with WSP, reviewed their land holdings to identify a suitable Habitat Creation Site. In line with the Good Practice Principles, effort was made to identify a site that was as local as possible to the biodiversity losses and where it would be possible to secure long term benefits.

### 2.3 BNG ASSESSMENT OF HABITAT CREATION SITE

#### BASELINE CONDITIONS

- 2.3.1. Baseline conditions (habitat type/ distinctiveness, condition and strategic significance) at the Habitat Creation Site were derived from TEP (RBC-HW-APP-008\_01) and are based upon Phase 1 habitat surveys (JNCC, 2010) converted to UKHab typology (UK Habitat Classification Working Group, 2020) and retrospective condition assessments. The distribution of habitats is reproduced in **Figure 2**.

#### BNG ASSESSMENT

- 2.3.2. A BNG assessment of the Habitat Creation Site was undertaken in accordance with the good practice guidance (CIEEM, IEMA & CIRIA, 2016 & 2019 and Natural England, 2021). This involves quantifying baseline and post development habitat type, condition and strategic significance.
- 2.3.3. Relevant tabs of the Biodiversity Metric 3.0 Calculation Tool were completed as follows, with comments left in the assessor's comments box to identify the information input by WSP:
- The Habitat Creation Site largely lies within the Site, and therefore the small areas of habitat located outside of but immediately adjacent to the Site were input to Site Habitat Baseline Tab A-1.
  - On-site habitat creation was input into Tab A-2 and Tab B-2.
- 2.3.4. A plan in UKHab typology was produced to outline a proposed post-development distribution of habitats at the Habitat Creation Site (see **Figure 3**).
- 2.3.5. An overall quantitative BNG result is presented for the Rossendale Borough Council LPA area, factoring in the On-site BNG Assessments and Habitat Creation Site BNG assessments. The results were categorised as achieving Net Loss (NL), No Net Loss (NNL) or Net Gain (NG). The quantitative



outcome awarded will be dependent on the habitat units (HU), hedgerow units (HeU) or river unit (RU) value with the lowest net percentage change.

- 2.3.6. Commentary is also provided with respect to adherence of the Habitat Creation Site BNG Assessment to the Good Practice Principles; limited to the aspects relevant to the Habitat Creation Site.

## 2.4 ASSUMPTIONS AND LIMITATIONS

- 2.4.1. This report details the Habitat Creation Site BNG assessment only and should be read in conjunction with TEP (RBC-HW-APP-008\_01 and **Appendix B**) which consider the On-site BNG Assessments.
- 2.4.2. Strategic significance was assigned into the category 'Area/compensation not in local strategy/ no local strategy' on a precautionary basis.
- 2.4.3. The post development plan (**Figure 3**) has been devised to outline proposals for habitat creation. An accompanying outline management plan has been produced (**Appendix A**) providing an overview of intended creation and management methods, which will be developed as detailed proposals for the Habitat Creation Site emerge (e.g. landscape planting plans).
- 2.4.4. It has been assumed that habitats in the Habitat Creation Site will reach good condition, based on the implementation of the Habitat Management Plan (**Appendix A**).
- 2.4.5. Due to uncertainty in project programme at the time of writing, it is assumed that there will be no temporal advance or delay in habitat creation works.

## 3 RESULTS

### 3.1 REVIEW OF ON-SITE BNG ASSESSEMENTS

3.1.1. The outcome of On-site BNG Assessments for TR5/6 Haslingden & Walmersley, Rossendale Borough Council (RBC-HW-APP-008\_01 and **Appendix B**) are summarised in **Table 3-1**. This is based on the reinstatement of baseline habitats of equivalent or better distinctiveness and condition and represents the quantitative BNG result prior to the inclusion of habitat creation measures described in this report.

**Table 3-1 – TR5/6 Haslingden & Walmersley, Rossendale Borough Council: On-site BNG Assessment Summary Results**

Biodiversity Units	Baseline Value	Post-development Value	Change in Units	Percentage Outcome
Habitat	77.49	53.29	-24.19	-31.22%
Hedgerow	1.97	1.00	-0.98	-49.49
River	16.10	15.81	-0.29	-1.82%

3.1.2. The On-site BNG Assessment identifies that habitats affected within the Rossendale LPA area are of low or medium distinctiveness, including UKHab types 'Other neutral grassland' and 'Woodland and forest - Other woodland broadleaved'. Accordingly, habitat compensation measures will need to consist of habitats of the same or higher distinctiveness. Compensation measures must also be ecologically appropriate, for example by supporting the same community of species.

### 3.2 HABITAT CREATION SITE

3.2.1. United Utilities have identified the following site as available to provide compensation for TR5/6 Haslingden & Walmersley, Rossendale Borough Council area:

- Lockgate, Rawtenstall, Rossendale BB4 6QG. Grid reference: SD 79472 22093

3.2.2. The boundary of this site is set out in **Figure 1**. It is approximately 2.34ha in size. The Habitat Creation Site is located within the Rossendale Borough Council LPA area and largely overlaps with the Site, although a small amount (0.28ha) is outside the Site but immediately adjacent.

### 3.3 BNG ASSESSMENT OF HABITAT CREATION SITE

#### BASELINE CONDITIONS

3.3.1. A figure showing the habitats within the Habitat Creation Site is included in **Figure 2**.

3.3.2. **Table 3-2** summarises the baseline conditions at the Habitat Creation Site. This is also detailed in the Biodiversity Metric 3.0 Calculation Tool (Tabs A-1). No hedgerows are present at the Habitat Creation Site. No irreplaceable habitats or HPI are known to occur at the Habitat Creation Site.



**Table 3-2 – Habitat Creation Site – Baseline Biodiversity Units**

Habitat Type (UKHab)	Distinctiveness	Area	Condition	Biodiversity Units
Grassland - Modified grassland	Low	0.67	Moderate	2.95
Grassland - Other neutral grassland	Medium	1.3	Moderate	11.73
Heathland and shrub - Mixed scrub	Medium	0.12	Poor	0.52
Woodland and forest - Other woodland; broadleaved	Medium	0.04	Moderate	0.33
Woodland and forest - Other woodland; broadleaved	Poor	0.01	Poor	0.05
Urban - Vegetated garden	Low	0.15	Poor	0.30
Sparsely vegetated land - Ruderal/Ephemeral	Low	0.04	Poor	0.08
<b>Total</b>	N/A	2.34	N/A	15.95

**POST DEVELOPMENT BIODIVERSITY**

- 3.3.3. Table 3-3 and Table 3-4 detail the proposed habitat creation at the Habitat Creation Site. These are also detailed in the Biodiversity Metric 3.0 Calculation Tool (Tab A-2).
- 3.3.4. A figure showing the habitats within the Habitat Creation Site is included in Figure 3.

**Table 3-3 – Habitat Creation Site – Post-Development Habitat Units.**

Habitat Type (UKHab)	Distinctiveness	Area (ha)	Condition	Habitat Units
<b>Created habitats</b>				
Grassland - Other neutral grassland (Outside RLB)	Medium	0.04	Good	0.34
Grassland - Other neutral grassland (Within RLB)	Medium	1.37	Good	11.51
Lakes - Ponds (Priority habitat)	High	0.02	Good	0.20
Woodland and forest - Other woodland; broadleaved	Medium	0.58	Good	2.23
Urban – Developed land; sealed surface	Very low	0.09	N/A – Other	0.00

Habitat Type (UKHab)	Distinctiveness	Area (ha)	Condition	Habitat Units
<b>Retained habitats</b>				
Heathland and shrub - Mixed scrub	Medium	0.06	Poor	0.24
Urban – Vegetated garden	Low	0.15	Poor	0.30
Woodland and forest – Other woodland; broadleaved	Medium	0.03	Moderate	0.24
<b>Total</b>	N/A	2.34	N/A	15.06

**Table 3-4 – Habitat Creation Site – Post Development Hedgerow Units**

Hedgerow Type (UKHab)	Distinctiveness	Length (km)	Condition	Hedgerow Units
Native Species Rich Hedgerow with trees	High	0.14	Good	1.24

## FUTURE MANAGEMENT

- 3.3.5. An outline management plan is included within **Appendix A** providing details regarding how habitats would be created and managed. This will be updated with detailed design of Habitat Creation Site.

## 3.4 OVERALL BIODIVERSITY NET GAIN OUTCOME

### QUANTITATIVE OUTCOME

- 3.4.1. As detailed in the Biodiversity Metric 3.0 Calculation Tools, when considering the Habitat Creation Site, the following outcome is achieved within the LPA area (**Table 3-5**).

**Table 3-5 – Summary of Quantitative Results**

Biodiversity Units	Baseline Value	Post-development Value	Change in Units	Percentage Outcome
Habitat Units	78.35	68.35	- 10.00	- 12.76%
Hedgerow Units	1.97	2.23	+ 0.26	+ 13.12%
River Units	16.10	15.81	- 0.29	- 1.82%

### QUALITATIVE OUTCOME

- 3.4.2. **Table 3-6** discusses, where relevant to this report and the Habitat Creation Site, compliance to each of the Good Practice Principles. As proposals for habitat creation and enhancement are at an outline stage, this outcome should be revisited at detailed design stage.





**Table 3-6 - Evidence of Project Compliance with the Good Practice Principles**

<b>Principle</b>	<b>Description</b>	<b>Evidence of Compliance</b>
Apply the mitigation hierarchy	Do everything possible to first avoid and then minimise impacts on biodiversity. Only as a last resort, and in agreement with external decision-makers where possible, compensate for losses that cannot be avoided. If compensating for losses within the development footprint is not possible or does not generate the most benefits for nature conservation, then offset biodiversity losses by gains elsewhere.	Details on avoidance and minimising of effects are considered in the Environmental Statement chapter. The proposed Habitat Creation Site is largely within the Proposed Programme of Works RLB.
Avoid losing biodiversity that cannot be offset elsewhere	Avoid impacts on irreplaceable biodiversity – these impacts cannot be offset to achieve No Net Loss or Net Gain.	Refer to TEP (RBC-HW-APP-008_01) for baseline effects. No impacts to irreplaceable habitats are known to occur.
Be inclusive and equitable	Engage stakeholders early, and involve them in designing, implementing, monitoring and evaluating the approach to Net Gain. Achieve Net Gain in partnership with stakeholders where possible and share the benefits fairly among stakeholders.	The LPA ecologist and Natural England have been consulted as part of the BNG process.
Address risks	Mitigate difficulty, uncertainty and other risks to achieving Net Gain. Apply well-accepted ways to add contingency when calculating biodiversity losses and gains in order to account for any remaining risks, as well as to compensate for the time between the losses occurring and the gains being fully realised.	The BNG assessment used industry recognised risk multipliers from the Biodiversity Metric 3.0 Calculation Tool.
Make a measurable net gain contribution	Achieve a measurable overall gain for biodiversity and the services ecosystems provide while directly contributing towards nature conservation priorities.	A net gain is not yet achieved. United Utilities will continue to investigate opportunities to achieve this objective.  The Habitat Creation Site includes semi-natural habitat types that will contribute to maintaining biodiversity in the surrounding area by providing dedicated areas for biodiversity.
Achieve the best outcomes for biodiversity	Achieve the best outcomes for biodiversity by using robust, credible evidence and local knowledge to make clearly-justified choices when:  Delivering compensation that is ecologically equivalent in type, amount and condition, and that accounts for the location and timing of biodiversity losses;	At the time of writing, this assessment used the most recent data and followed a rigorous method and quality assurance process.  The Habitat Creation Site is largely located within the Proposed Haslingden & Walmersley Section RLB.

Principle	Description	Evidence of Compliance
	<p>Compensating for losses of one type of biodiversity by providing a different type that delivers greater benefits for nature conservation;</p> <p>Achieving Net Gain locally to development while also contributing towards nature conservation priorities at local, regional and national;</p> <p>Enhancing existing or creating new habitat; and</p> <p>Enhancing ecological connectivity by creating more, bigger, better and joined areas for biodiversity.</p>	<p>As detailed in the Trading Summary tab of the Biodiversity Metric 3.0 Calculation Tool, as there is an overall loss in biodiversity units, there are losses not yet accounted for of some habitat types, comprising other neutral grassland; and woodland and forest.</p>
Be additional	Achieve nature conservation outcomes that demonstrably exceed existing obligations (i.e. do not deliver something that would occur anyway).	The Habitat Creation Site delivers habitat compensation above and beyond simple reinstatement.
Create a net gain legacy	<p>Ensure Net Gain generates long-term benefits by:</p> <p>Engaging stakeholders and jointly agreeing practical solutions that secure Net Gain in perpetuity;</p> <p>Planning for adaptive management and securing dedicated funding for long-term management;</p> <p>Designing Net Gain for biodiversity to be resilient to external factors, especially climate change;</p> <p>Mitigating risks from other land uses;</p> <p>Avoiding displacing harmful activities from one location to another;</p> <p>Supporting local-level management of Net Gain activities.</p>	United Utilities own the Habitat Creation Site and are able to commit to its long-term management. An outline management plan accompanies this report, demonstrating adherence to this principle.
Optimise sustainability	Prioritise Biodiversity Net Gain and, where possible, optimise the wider environmental benefits for a sustainable society and economy.	Proposals for habitat creation include a range of semi-natural habitat types such as scrub and woodland which may contribute to wider environmental gains.
Be transparent	Communicate all Net Gain activities in a transparent and timely manner, sharing the learning with all stakeholders.	The full BNG outcome is to be shared with relevant stakeholders through delivery of the Proposed Programme of Works. Documents will be available to the public through the planning process.



## 4 CONCLUSIONS

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- 4.1.1. It has not yet been possible to deliver a net-gain within the Rossendale Borough Council section of the Proposed Programme of Works. Further opportunities will be pursued through detailed design. Other sections of the Haslingden & Walmersley section of the Proposed Programme of Works are able to deliver a net-gain
- 4.1.2. It is proposed that updated BNG assessments are undertaken as detailed proposals for the Proposed Programme of Works emerge, including technical design specifications for proposals for habitat creation and enhancement.

## 5 REFERENCES

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### 5.1 PROJECT REFERENCES

- The Environment Partnership (2021): Haweswater Aqueduct Resilience Programme Haslingden and Walmersley Section - Rossendale Borough Council: Biodiversity Net Gain Assessment. Document Reference: RBC-HW-APP-008\_01

### 5.2 TECHNICAL REFERENCES

- CIRIA, CIEEM, IEMA (2016). Biodiversity Net Gain: Good practice principles for development [online]. Available: <https://cieem.net/resource/biodiversity-net-gain-good-practice-principles-for-development/> [accessed 24/09/2021]
- CIRIA, CIEEM, IEMA (2019). Biodiversity Net Gain. Good practice principles for development. A Practical Guide [online]. Available: <https://cieem.net/resource/biodiversity-net-gain-good-practice-principles-for-development-a-practical-guide/> [accessed 24/09/2021]
- JNCC (2010). Handbook for Phase 1 Habitat Survey: A Technique for Environmental Audit. JNCC; Peterborough.
- Natural England (2021). The Biodiversity Metric 3.0 (JP039) [online]. Available: [The Biodiversity Metric 3.0 - JP039 \(naturalengland.org.uk\)](https://naturalengland.org.uk/the-biodiversity-metric-3-0-jp039/) [accessed 24/09/2021]
- Natural England (2021). The Biodiversity Metric 3.0: auditing and accounting for biodiversity user guide. [online]. Available: [Biodiversity Metric 3.0 User Guide.pdf](#) [accessed 24/09/2021]
- UK Habitat Classification Working Group (2020). *UK Habitat Classification – Habitat Definitions V1.1* at <https://ukhab.org/ukhab-documentation>

## 6 FIGURES

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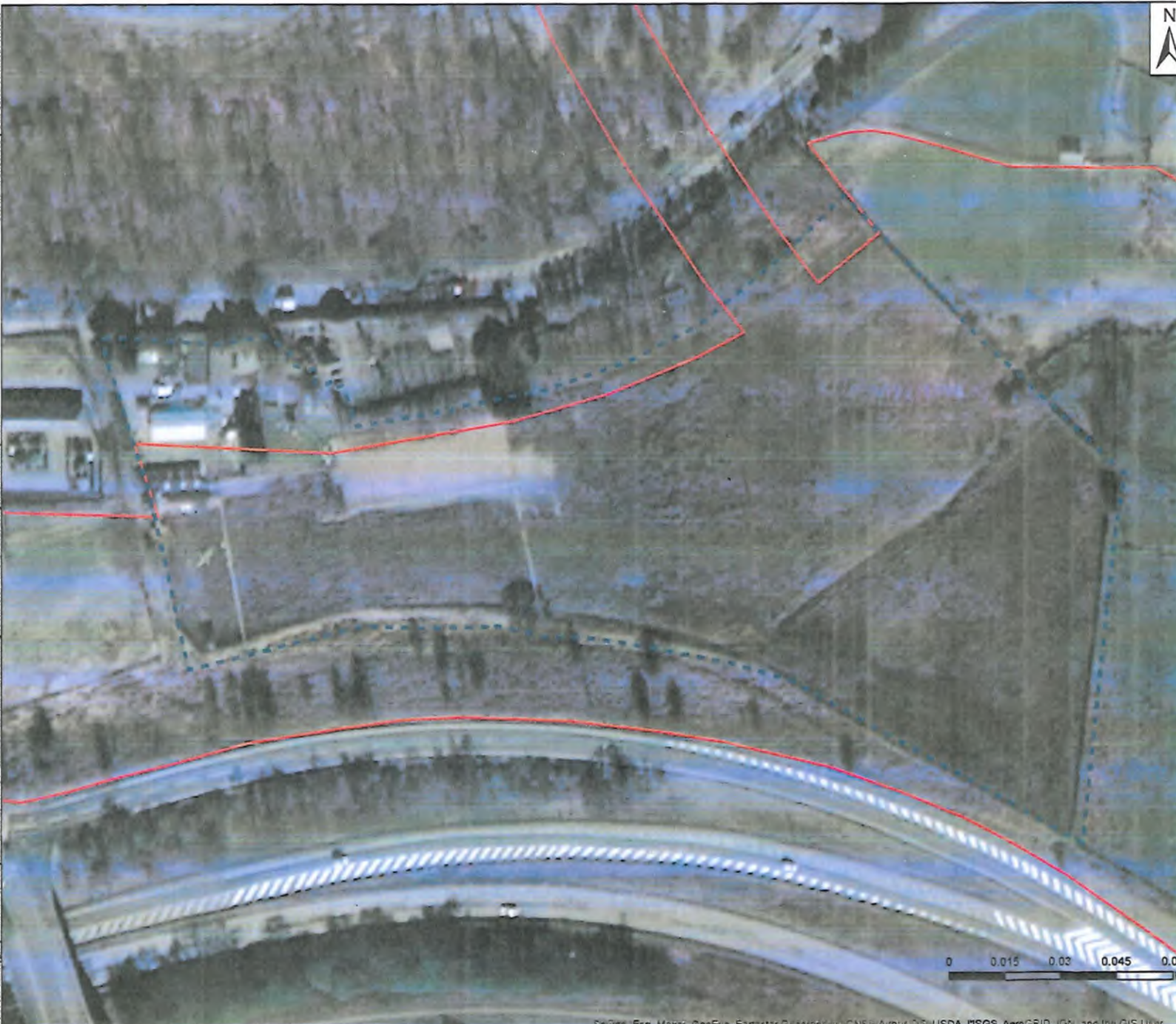
Figure 1 - Habitat Creation Site Location Plan

Figure 2 - Baseline Habitat Map

Figure 3 - Post-development Habitat Map

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- Legend**
- Former Lockgate Farm WWTW Habitat Creation Site Boundary
  - Red Line Boundary

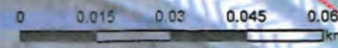


**Client:**  
United Utilities

**Project:**  
Haweswater Aqueduct Resilience Programme

**Title:**  
Figure 1 - Rossendale Borough Council Offset Site Location Plan

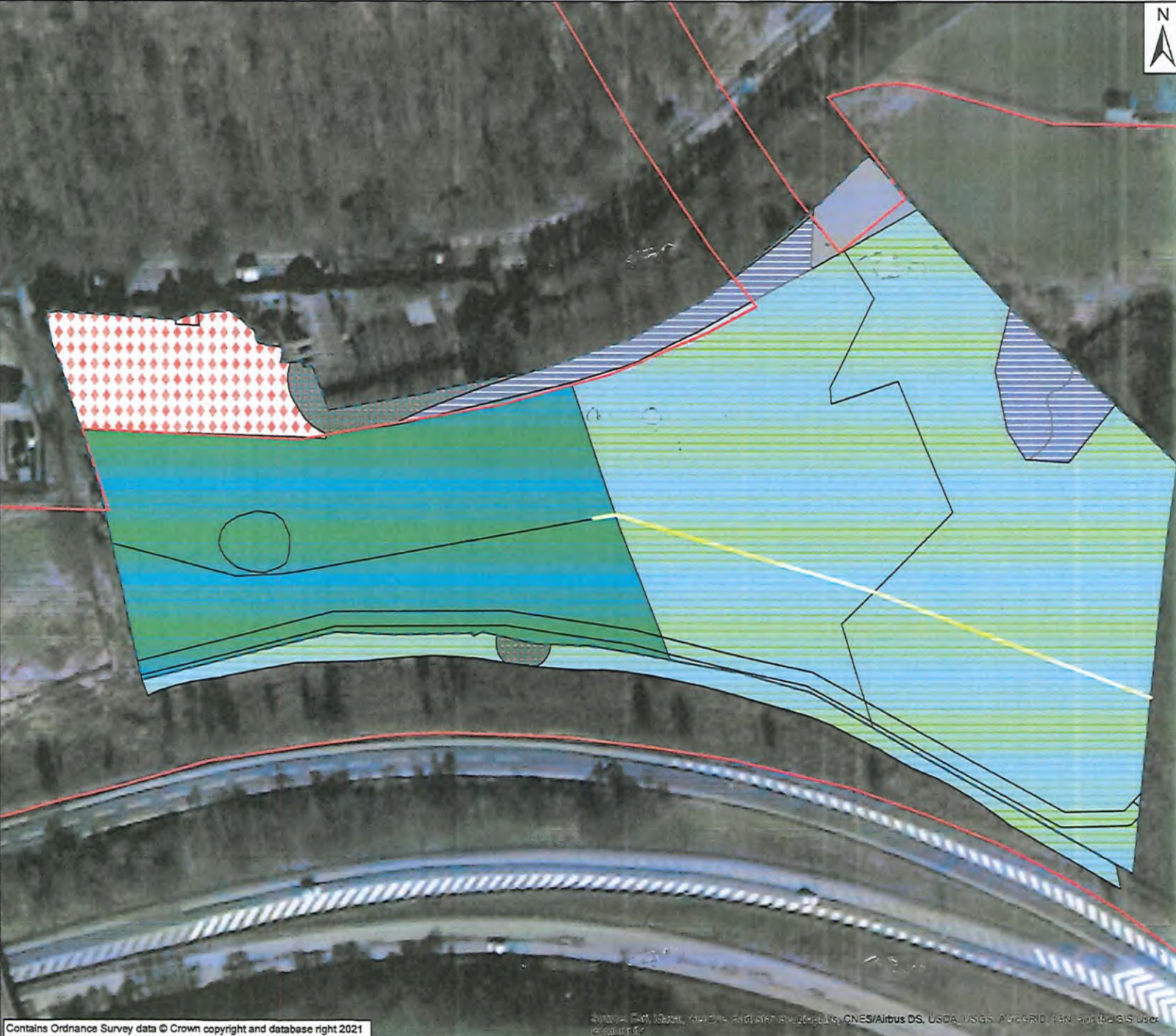
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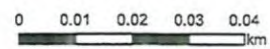
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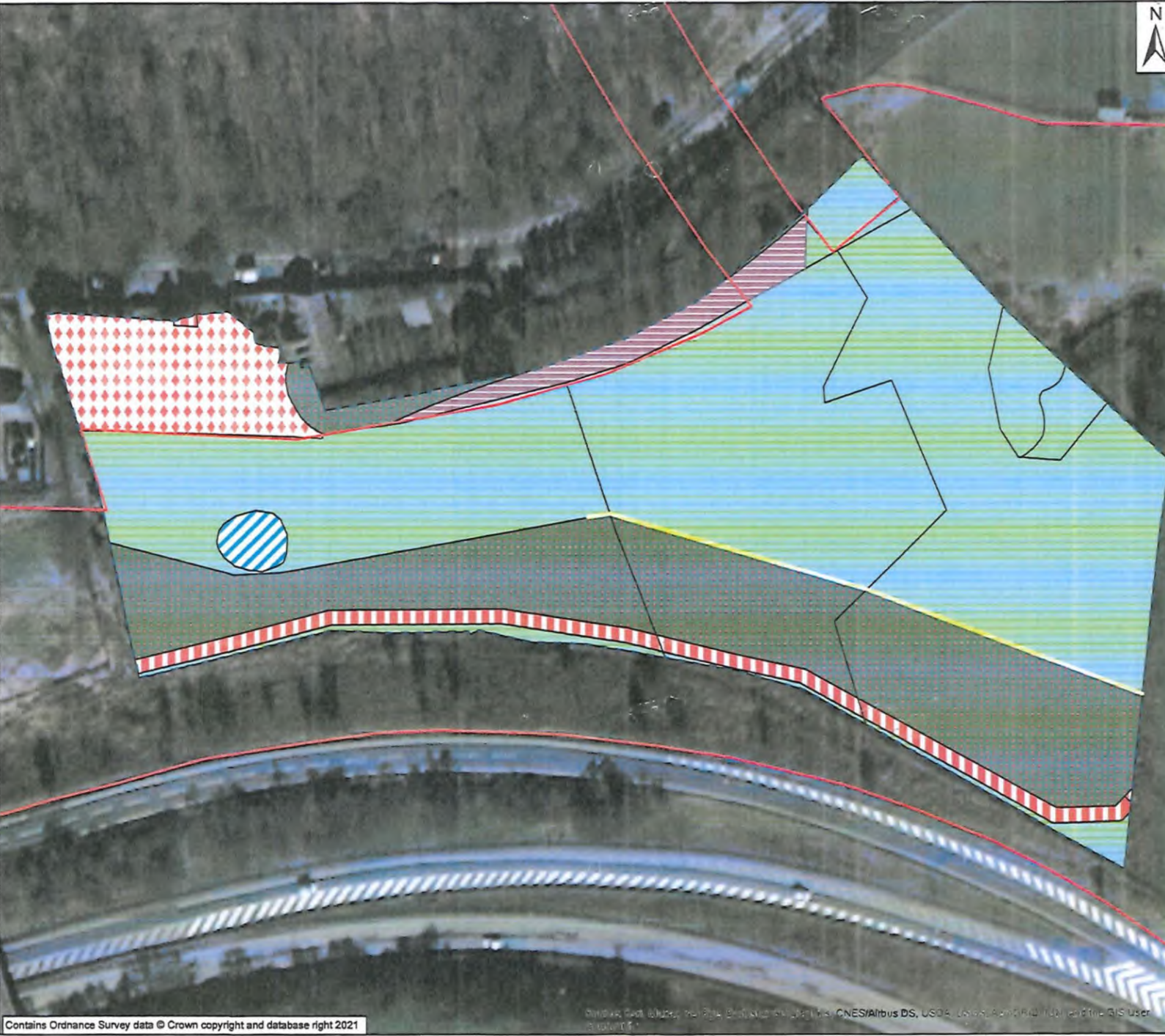
- ### Legend
- Red Line Boundary
  - Former Lockgate Farm WwTW Habitat Creation Site Boundary
  - h2a - hedgerows (priority habitat)
  - g3c - other neutral grassland
  - g4 - modified grassland
  - h3h - mixed scrub
  - s - sparsely vegetated land - ruderal/ephemeral
  - u1b - developed land, sealed surface
  - u1d - suburban mosaic of developed/natural surfaces
  - w1g - other woodland, broadleaved



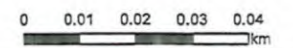
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Project:	Haweswater Aqueduct Resilience Programme	
Title:	Figure 2 - Rossendale Borough Council Offset Site Lockgate Farm Baseline Map	
Drawing No:	Figure 3	Drawn: SC
Date:	April 2021	Checked: LR
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- ### Legend
- Former Lockgate Farm WwTW Habitat Creation Site Boundary
  - Red Line Boundary
  - h2a - hedgerows (priority habitat) Outside BLB
  - g3c - other neutral grassland
  - h3h - mixed scrub
  - r1 - standing open water and canals
  - u1b - developed land, sealed surface
  - u1d - suburban mosaic of developed/natural surfaces
  - w1g - other woodland, broadleaved



Client:	United Utilities
Project:	Haweswater Aqueduct Resilience Programme
Title:	Figure 3 - Rossendale Borough Council Offset Site Lockgate Farm Post-development Map

Figure 3 - Rossendale Borough Council Offset Site Lockgate Farm Post-development Map

Drawing No:	Figure 3	Drawn:	SC
Date:	April 2021	Checked:	LR
Scale:	900 @ A3	Approved:	TB



# Appendix A

## OUTLINE HABITAT MANAGEMENT PLAN





United Utilities

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# **HAWESWATER AQUEDUCT RESILIENCE PROGRAMME**

Outline Management Plan - Lockgate Farm



United Utilities

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# HAWESWATER AQUEDUCT RESILIENCE PROGRAMME

Outline Management Plan - Lockgate Farm

TYPE OF DOCUMENT (VERSION) PUBLIC

PROJECT NO. 70067651

DATE: OCTOBER 2021

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# QUALITY CONTROL

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Report number	RBC-HW-APP-008_02 Appendix A	RBC-HW-APP-008_02 Appendix A		
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## ***APPENDICES***

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ANNEX E

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# 1 INTRODUCTION

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- 1.1.1. United Utilities are proposing a programme of works known as Haweswater Aqueduct Resilience Programme ('the Proposed Programme'), involving replacement or underground aqueducts, with associated above ground works including compounds. Habitat creation works proposed to compensate the effects of the Proposed Programme are described in an accompanying Biodiversity Net Gain (BNG) report (report number RBC-HW-APP-008\_02).
- 1.1.2. This report presents an outline habitat management plan to support delivery of habitat creation and enhancement works described within the accompanying BNG report (report number RBC-HW-APP-008\_02). It is proposed that the management plan is subject to updates as detailed proposals for habitat creation emerge, factoring in any updates to the accompanying BNG reports.
- 1.1.3. The measures contained within this management plan pertain to a site located at Lockgate Farm, postcode BB4 6RG, centred on grid reference SD 79561 22108 (hereafter referred to as 'the Habitat Creation Site'). The boundary of the Habitat Creation Site is set out in Figure 1 of the BNG report (report reference RBC-HW-APP-008\_02). It is 2.35ha in size. The Habitat Creation Site is located within the Rossendale Borough Council Local Planning Authority (LPA) and largely overlaps with the Proposed Programme red line boundary, although a small amount (0.25ha) is outside but immediately adjacent.

## 2 MANAGEMENT PLAN

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### 2.1 OVERVIEW

- 2.1.1. This outline long-term management plan is based on the suggested structure of landscape ecological management plans as contained in British Standard 42020:2013 Biodiversity — Code of practice for planning and development<sup>1</sup>. It is proposed that management plan will be updated based on the outcome of revisions to the BNG assessments as well as detailed proposals for habitat creation and enhancement.

### 2.2 ECOLOGICAL TRENDS AND CONSTRAINTS ON SITE THAT MIGHT INFLUENCE MANAGEMENT

- 2.2.1. Certain operations required to implement this management plan (or subsequent updated versions) could negatively affect ecological features and/ or contravene nature conservation legislation. For example, legally protected species could be present and be affected by management, or legally controlled plant species could be present or colonise the site and be spread by management.
- 2.2.2. Updates to this outline long-term management plan should be informed by a Preliminary Ecological Appraisal (PEA), which should be used to devise appropriate measures to ensure ecological constraints to the management of the Site are properly considered and addressed.
- 2.2.3. Following the completion of the PEA, it may be appropriate to include, within updates to this plan, enhancement features for fauna, such as nest boxes or habitat piles and incorporate appropriate management or monitoring prescriptions for these features.

### 2.3 DESCRIPTION AND EVALUATION OF FEATURES TO BE MANAGED

- 2.3.1. A description of the features to be managed on the Site are provided in **Annex A** of the management plan. Habitats are described in terms of the UKHab<sup>2</sup> classification. Habitat to be retained, enhanced or created is identified with the corresponding distinctiveness and condition. An evaluation of the nature conservation importance of these features is also provided.

### 2.4 AIMS AND OBJECTIVES OF MANAGEMENT

- 2.4.1. The overall aim of this long-term management plan is to facilitate delivery of habitat compensation measures described in the accompanying BNG report (report number RBC-HW-APP-008\_02).
- 2.4.2. Objectives to achieve this for each ecological feature is provided in **Annex B**. The parameters of these objectives including the target distinctiveness, condition and Habitat Units (BU) or Hedgerow Units (HeU) (collective term for habitat, hedge and river units used in the BNG Calculation Tool<sup>3</sup>) will be the parameters that will be measured to identify progress and determine if the objective has been achieved.

---

<sup>1</sup> The British Standards Institution (2013). BS 42020:2013 Biodiversity — Code of practice for planning and development. British Standards Institution, London.

<sup>2</sup> UK Habitat Classification Working Group (undated). UK Habitat classification [online]. Available at: <https://ukhab.org/> [accessed 20/05/2021].

<sup>3</sup> Natural England (2021). The Biodiversity Metric 3.0 (JP029). Available at [The Biodiversity Metric 3.0 - JP039 \(naturalengland.org.uk\)](https://www.naturalengland.org.uk/) [accessed 11/10/2021].



## 2.5 PRESCRIPTIONS FOR MANAGEMENT

- 2.5.1. **Annex C** sets out the habitat creation and enhancement, management prescriptions required to achieve the stated objectives and end targets (**Annex B**). The Annex provides a works schedule and details of those responsible for undertaking each intervention.

## 2.6 PRESCRIPTIONS FOR MONITORING

- 2.6.1. **Annex D** sets out monitoring of the ecological features to be managed, to assess whether the stated aim and objectives of the project are being met (**Annex B**). The Annex provides a works schedule and details of those responsible for undertaking each intervention.
- 2.6.2. **Annex D** proposes condition assessment surveys, based on the latest guidance as published by Natural England<sup>4</sup>.

## 2.7 ONGOING MONITORING AND REMEDIAL MEASURES

- 2.7.1. In addition to the management and monitoring activities, a review of this management plan should be undertaken every five years to ensure that the results of monitoring activities and remedial measures identified are captured and implemented; or if necessary, to ensure that the objectives of the plan are reviewed to allow for appropriate adaptive management measures to be taken. Changes to this plan should be captured in **Annex E**.

## 2.8 GLOSSARY OF TERMS

- 2.8.1. Annex F provides a glossary of terms used in this document.

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<sup>4</sup> Natural England (2021). The Biodiversity Metric 3.0 (JP039) – Habitat Condition Assessment Sheets. Available at: [The Biodiversity Metric 3.0 - JP039 \(naturalengland.org.uk\)](https://www.naturalengland.org.uk/Information-and-data/Biodiversity/Biodiversity-Metric-3-0) [Accessed 05/10/2021]



# Annex A

## DESCRIPTION OF FEATURES TO BE MANAGED ON THE SITE





**Table A1 – Description and Evaluation of Habitats to be Managed on the Site**

Existing Feature UKHAB Primary Code	Existing Feature UKHAB Secondary Codes	Habitat Retained / Created or Enhanced	Distinctiveness	Target Condition	Habitat Units (HU)/ Hedgerow Units (HeU)	Nature Conservation Importance (as Determined through Legal / Policy Protection)
N/A – to be created on cleared land post development		Create Other Neutral Grassland	Medium	Good	11.84 HU	The grassland will be valuable in providing habitat and resources to a range of species, including pollinating invertebrates.
		Create Pond (Priority habitat)	High	Good	0.20 HU	Ponds may qualify as Habitats of Principal Importance (HPI). The pond will be valuable in providing habitat and resources to a range of specialist species, including amphibians, invertebrates and plants.
		Create Other Woodland; Broadleaved	Medium	Good	2.23 HU	The woodland and hedgerow would provide cover, resources and habitat for a range of species including birds and small mammals. Hedgerow is an HPI.
		Create Species Rich Hedgerow with Trees	Medium	Good	1.24 HeU	Certain trees have protection under Tree Preservation Orders.

# Annex B

## AIMS AND OBJECTIVES



Table B1 – Aims, Objectives and Management Options – Habitats

Existing Feature UKHAB Primary Code	Existing Feature UKHAB Secondary Codes	Aim	Objectives <sup>5</sup>	Target Distinctiveness	Target Condition	Target HU / HeU
N/A- to be created on cleared land post development		Create Grassland – Other Neutral Grassland	<p>Grassland should have between 9 and 15 native species per m<sup>2</sup>, with perennial ryegrass <i>Lolium perenne</i> present at &lt;30%. The cover of wildflowers and sedges should make up more than 10% of the grassland, excluding creeping buttercup and injurious weeds.</p> <p>Management should aim for achieving good condition as defined within the Biodiversity Metric 3.0 Habitat Condition Assessment<sup>4</sup>. All of the following criteria should be satisfied: recognisable as a good example of this type of habitat presence of characteristic species (of UKHab habitat type g3c); varied sward height (at least 20% is less than 7cm and &gt;20% is more than 7cm); cover of bare ground between 1% and 5%; cover of bracken <i>Pteridium aquilinum</i> less than 20%; cover of scrub and bramble <i>Rubus fruticosus</i> less than 5%; combined cover of undesirable species and physical damage less than 5%. Invasive non-native species should be absent.</p>	Medium	Good	11.84
		Create Lakes – Ponds (priority Habitat)	<p>Create and maintain pond of high ecological quality as defined by the Predictive System for Multimetrics (PSYM<sup>6</sup>) method.</p> <p>Management to aim for good condition defined within the Biodiversity Metric 3.0 Habitat Condition Assessment<sup>5</sup>, which</p>	High	Good	0.20

<sup>5</sup> Objectives follow habitat definitions from UKHAB and Natural England (The Biodiversity Metric 3.0 (JP039) – Habitat Condition Assessment Sheets (2021)).

<sup>6</sup> PSYM is a method for assessing the biological quality of still waters in England and Wales; plant species and / or invertebrate families are surveyed using a standard method; the PSYM model makes predictions for the site based on environmental data and using a minimally impaired pond dataset; comparison of the prediction and observed data gives a % score for ponds quality.



Existing Feature UKHAB Primary Code	Existing Feature UKHAB Secondary Codes	Aim	Objectives <sup>5</sup>	Target Distinctiveness	Target Condition	Target HU / HeU
			requires most condition criteria to be satisfied with little variation. Criteria include: having good (clear) water quality with no obvious sign of pollution; semi-natural habitat for at least 10m from the pond edge; not artificially connected to other waterbodies; supporting a range of native submerged and emergent plants with less than 10% coverage of duckweed Lemnoideae or filamentous algae; an absence of fish and only natural water level fluctuations (no direct drainage).			
		Create Woodland and forest – Other woodland; broadleaved	<p>Create a broadleaved woodland dominated by native species, with a variety of native trees, shrubs and ground flora.</p> <p>The woodland should be managed to qualify as good condition, as defined by the Biodiversity Metric 3.0 Habitat Condition Assessment<sup>4</sup>. This involves achieving a score of &gt;32 (33 to 39) following the indicator assessment. Those indicators categorised as good include: three age classes should be present, no significant browsing damage should be evident, no presence of invasive species, presence of five or more native tree/shrub species, &gt;80% of canopy and understory should comprise native species, 10-20% of woodland should have areas of temporary open space, three regenerative classes present within, tree mortality should be less than 10%, presence of ancient woodland flora indicators, three or more storeys should be present across vertical structure, two or more veteran trees should be present per hectare, 50% of survey plots within woodland should have standing or fallen deadwood and no nutrient enrichment or damaged ground should be evident.</p>	Medium	Good	2.23

Existing Feature UKHAB Primary Code	Existing Feature UKHAB Secondary Codes	Aim	Objectives <sup>5</sup>	Target Distinctiveness	Target Condition	Target HU / HeU
			The ground flora should include specialist native woodland flora at the highest coverage possible. This may be achieved by consideration to sowing a specific woodland flora mix.			
		Create Native Species Rich Hedgerow with trees	Create a hedgerow containing a range of native species (at least 5 per 30m). Management to promote a wide and dense hedgerow with occasional trees and no significant gaps. There should be no more than two failures in total from the following criteria, as defined by the Biodiversity Metric 3.0 Habitat Condition Assessment <sup>4</sup> . on average, the hedge should be over 1.5m wide and tall and have a gap of less than 0.5m between the ground and the lowest leafy growth for >90% of the length; gaps should make up less than 10% of the total length with no canopy gaps of more than 5m; there should be an undisturbed buffer of at least 1m width at hedgerow base comprising perennial herbaceous vegetation for more than 90% of the length; species indicative of nutrient enrichment (such as nettle <i>Urtica dioica</i> or cleavers <i>Galium aparine</i> ) dominate less than 20% cover of perennial vegetation; non-native invasive species should absent from more than 90% of the hedgerow and ground flora and more than 90% of the hedgerow should be free of damage caused by human activities..	Medium	Good	1.24

# Annex C

## MANAGEMENT PRESCRIPTIONS



**Table C1 – Management Prescriptions, Responsibilities and Work Schedule**

Ecological Feature	Management Prescription	Responsible	Required (refer also to Annex D)
Other neutral grassland (created)	<p><u>Creation methods:</u></p> <ul style="list-style-type: none"> <li>■ The ground will be prepared appropriately, with measures taken to test the soil pH, reduce soil fertility, such as stripping turf and the top 5 to 10cm of topsoil or deep ploughing the grassland (i.e. burying the topsoil);</li> <li>■ A diverse seed mixture containing native and locally sourced (i.e. within the region, or else, the UK) species suited to the soil conditions should be used. Yellow rattle <i>Rhinanthus minor</i> could be used, a parasitic species that can help combat competitive grass species;</li> <li>■ The optimal time to sow seeds is September/ October, though April/ May is also suitable; and</li> <li>■ Mow newly sown grassland regularly as required to control annual weeds throughout the first year of establishment, removing arisings. This will weeds and help maintain balance between faster growing grasses and slower developing wildflowers.</li> </ul>	Suitably qualified contractor appointed by United Utilities.	Year 1 and repeated if not successfully established.
	<p><u>Once established:</u></p> <ul style="list-style-type: none"> <li>■ Grassland may be subject to low intensity grazing and/ or subject to meadow management. If grazing is pursued appropriate stocking densities should be agreed in order to promote a diverse sward with areas of taller grass maintained.</li> <li>■ Meadow management would involve cutting circa 70% of the grassland areas every summer with a late-summer hay cut. Undertake a cut in March if sward height is &gt;25cm in those areas cut in summer. Cut buffers to woodland and scrub only occasionally to prevent scrub growth. Cuttings to be removed.</li> <li>■ Encroachment of undesirable weed species (e.g. common nettle, dock <i>Rumex</i> sp. (excluding common sorrel <i>Rumex acetosa</i>), creeping thistle <i>Cirsium arvense</i>, spear thistle <i>Cirsium vulgare</i>, willowherb <i>Epilobium</i> sp., bramble) will be monitored. During the early developmental stages of the grassland sward some 'undesirable' species are to be expected and should become less dominant as the communities become established. However, where the levels of weed growth are excessive (e.g. where weed species occur in more than 5% of the total area), control measures may be required. Invasive non-native species should be controlled where present.</li> </ul>	Suitably qualified contractor appointed by United Utilities.	Annually once successfully established.





Ecological Feature	Management Prescription	Responsible	Required (refer also to Annex D)
	<ul style="list-style-type: none"> <li>▪ Ensure bare ground patches and physical damage do not exceed 5% of the area and re-sow seed where needed, according to year 1 instructions.</li> <li>▪ Fertiliser should not be applied</li> </ul>		
Ponds - priority habitat (created)	<p><u>Creation methods:</u></p> <ul style="list-style-type: none"> <li>▪ Pond will be designed in accordance with guidance within The Freshwater Habitats Trust's Pond Creation Toolkit<sup>7</sup>;</li> <li>▪ Constructed with a variable profile, with some shallow slopes (indicatively less than 30 degrees) to allow animals to enter and exit freely;</li> <li>▪ Creation of substantial cover of marginal and submerged vegetation. Some natural colonisation allowance is acceptable, and if desired for speed the pond can be planted with suitable native species of local provenance;</li> <li>▪ No shading on southern side, and no more than 25% of pond border to be shaded;</li> <li>▪ Designed to avoid drying every year (occasional drying is acceptable in some ponds), to include larger size/ deeper areas to reduce drying and maintain even temperature;</li> <li>▪ A range of depths up to 2m, with some shallower areas; and</li> <li>▪ Ponds may be created at any time of year, though the optimal periods are spring or autumn.</li> </ul> <p><u>Once established:</u></p> <ul style="list-style-type: none"> <li>▪ Annual summer check of pond condition and remedial action as required;</li> <li>▪ Reduction of management close to banks by reduced mowing to retain a 2m buffer around the edge of the pond;</li> <li>▪ Periodic check and control for invasive species. Where identified these should be controlled/ removed;</li> <li>▪ Aquatic vegetation management where they become choked with vegetation; and</li> </ul>	Suitably qualified contractor appointed by United Utilities.	<p>Year 1 only.</p> <hr/> <p>Year 2 onwards</p>

<sup>7</sup> Available online: <https://freshwaterhabitats.org.uk/projects/million-ponds/pond-creation-toolkit/> [accessed 18:05:2021].



Ecological Feature	Management Prescription	Responsible	Required (refer also to Annex D)
	<ul style="list-style-type: none"> <li>▪ Ponds should be de-silted and excess leaf litter removed occasionally if required, to maintain clear water areas. Such works if required should ideally be undertaken during September &amp; October when animals are not hibernating within the vicinity of the pond.</li> </ul>		
Other woodland; broadleaved (created)	<p><u>Creation methods:</u></p> <ul style="list-style-type: none"> <li>▪ A range of native species of local provenance should be used, including canopy species and shrubs. Species should be selected in cognisance of pathogens and anticipated effects of climate change;</li> <li>▪ Consideration given to under sowing woodland flora seed mix;</li> <li>▪ Planting should proceed in in spring or autumn when there should be good amounts of rainfall but limited risk of frost;</li> <li>▪ Planting to be at irregular spacings with different species planted adjacent to each other. Gaps in tree planting should be included to contribute to structural diversity and promote natural regeneration;</li> <li>▪ Measures, such as tree guards, will be required to prevent damage from wildlife such as deer or voles. Ensure weeds/ competitive grasses are controlled around the base of planted trees. This can be achieved by hand pulling or by application of mulch such as wood chip or matts around base of trees; and</li> <li>▪ Woodland planting area to be supplemented with log piles, such as may be available from clearance works associated with the Proposed Scheme.</li> </ul> <p><u>Early establishment management:</u></p> <ul style="list-style-type: none"> <li>▪ Ensure weeds/ competitive grasses are controlled around the base of planted trees. This can be achieved by hand pulling or by applying a mulch such as wood chip or mats around the base of each tree;</li> <li>▪ Where more than around 15% of planted specimens fail, replacement planting with equivalent species will be undertaken in the next available planting season after failure is recorded (noting that consideration should be given to alternative species to prevent recurrence of failure);</li> </ul>	<p>Suitably qualified contractor appointed by United Utilities.</p> <p>Suitably qualified contractor appointed by United Utilities.</p>	<p>Year 1 only.</p> <p>Years 1-5 annually.</p>



Ecological Feature	Management Prescription	Responsible	Required (refer also to Annex D)
	<ul style="list-style-type: none"> <li>▪ Avoid soil compaction surrounding new trees such as may be caused by machinery and trampling; and</li> <li>▪ Check and maintain condition of stakes, ties, guys, guards and irrigation and ventilation systems.</li> </ul> <p><u>Long term management:</u></p> <ul style="list-style-type: none"> <li>▪ Tree guards to be removed after five to ten years once trees are established;</li> <li>▪ Low intervention management. Occasional thinning of trees to promote a more diverse woodland structure;</li> <li>▪ Material yielded from felling to be collected and placed into log piles. Wood chip may also be spread on the ground; and</li> <li>▪ Where management (thinning) is carried out, it should be undertaken between September and November inclusive, when the risk of disturbing active birds' nests and hibernating fauna is minimal. No more than 10-20% of tree cover should be thinned.</li> </ul>		
Other woodland; broadleaved (enhanced)	<p><u>Enhancement methods:</u></p> <ul style="list-style-type: none"> <li>▪ Undertake survey to identify enhancement measures required to achieve good condition, such as selective thinning, creation of log piles (as detailed above). Measures to be implemented in year 1.</li> </ul>	Suitably qualified contractor appointed by United Utilities.	Year 1 only.
	<p><u>Long-term management:</u></p> <ul style="list-style-type: none"> <li>▪ Thereafter, management in line with prescription for created woodland Years 5 onwards.</li> </ul>		Year 2 onwards on an as required basis.
Mixed Scrub (created)	<p><u>Creation methods:</u></p> <ul style="list-style-type: none"> <li>▪ Planting should proceed in in spring or autumn when there should be good amounts of rainfall but limited risk of frost;</li> <li>▪ Utilise a range of native and locally sourced species (i.e. within the region, or else, the UK). Ensure that there are at least three woody species, with no one species comprising more than</li> </ul>	Suitably qualified contractor appointed by United Utilities.	Year 1 only.

Ecological Feature	Management Prescription	Responsible	Required (refer also to Annex D)
	<p>75% of the cover. Some areas to be left unplanted (approximately 30% of area) to allow natural colonisation; and</p> <ul style="list-style-type: none"> <li>▪ Remove injurious/pernicious weeds (common ragwort, spear thistle, creeping or field thistle, broad-leaved dock, curled dock) and invasive species, making sure they make up less than 5% of the ground cover.</li> </ul> <p><u>Long-term management:</u></p> <ul style="list-style-type: none"> <li>▪ Allow leaf litter and brash to remain on the ground to improve soil and provide refuge;</li> <li>▪ Maintain an infrequently mown buffer strip of 1-2m will be left around the edge of the scrub, cut only to prevent succession to scrub;</li> <li>▪ Remove injurious/pernicious weeds (common ragwort, spear thistle, creeping or field thistle, broad-leaved dock, curled dock) and invasive species, making sure they make up less than 5% of the ground cover; and</li> <li>▪ Undertake rotational cutting as required to maintain glades and clearings to maintain a ratio of approximately 75% scrub to 25% clearings.</li> </ul>		<p>Year 2 onwards.</p>
Mixed scrub (enhanced)	<ul style="list-style-type: none"> <li>▪ Undertake survey to identify enhancement measures required to achieve good condition, such as selective thinning, control of invasive species or additional planting. Measures to be implemented in year 1.</li> </ul>	Contractor appointed by United Utilities.	Year 1 only.
Species rich hedgerow with trees	<ul style="list-style-type: none"> <li>▪ Planting should proceed in in spring or autumn when there should be good amounts of rainfall but limited risk of frost;</li> <li>▪ Utilise a range of native and locally sourced species, with at least 5 species per 30m stretch, including tall tree specimens, such as oak <i>Quercus robur</i> or <i>Q. petraea</i>. Species should be selected in cognisance of tree pathogens and anticipated effects of climate change;</li> <li>▪ Prepare ground with appropriate mulching materials; and</li> </ul>	Contractor appointed by United Utilities.	Year 1 only.
	<ul style="list-style-type: none"> <li>▪ Undertake management in line with prescription for created mixed scrub Year 2 onwards.</li> </ul>		Year 2 onwards.



Ecological Feature	Management Prescription	Responsible	Required (refer also to Annex D)
	<ul style="list-style-type: none"><li>■ Ensure weeds/ competitive grasses are controlled around the base of planted shrubs and trees. This can be achieved by hand pulling or by applying a mulch such as wood chip or mats around the base of each tree.</li></ul> <hr/> <ul style="list-style-type: none"><li>■ Continue control of weeds until hedgerow established (indicatively up to 5 years);</li><li>■ Once established, hedgerows to be trimmed on rotation, such that they are trimmed every two to three years, such that only one-third proportion of hedgerows on site are trimmed in a given year;</li><li>■ Trimming approach to be sensitive such as to promote wider, thicker hedgerows that do not get too tall/leggy, in line with management objectives. Trimming to allow tall trees specimens, indicatively every 10m;</li><li>■ Gaps to be planted up in the next available planting season after failure is recorded and be of the same species composition, size and pattern;</li><li>■ An unmown buffer strip of 1-2m will be left around the base of hedgerows. Occasional mowing will be carried out on an ad-hoc basis to prevent scrub or invasive weed encroachment;</li><li>■ Consideration should be given to the periodic hedgerow laying to which will promote the establishment of a thick and good condition hedge. The hedge needs to be at least 3 to 4m high to be successfully laid; and</li><li>■ All hedgerow management would be undertaken outside the bird nesting season, i.e. it would avoid the period March to August (inclusive).</li></ul>		Year 2 onwards.

# Annex D

## MONITORING PRESCRIPTIONS





**Table D1 – Monitoring Prescriptions, Responsibilities and Work Schedule**

Ecological Feature	Monitoring Prescription	Responsible	Required (Years)	Date Last Undertaken	Actioned by
Other neutral grassland	Annual monitoring visit (botanical survey and condition assessment) to assess progress to objectives and identify requirement for remedial measures. Monitoring to include audit to check on implementation of management measures.	Ecologist appointed by UU	1-5		
	Check the establishment of seed mix across the area, identifying any bare ground patches that may need to be re-sowed.				
	Check for encroachment by invasive trees, shrubs, weed species and indicators of water logging (such as large sedges, rushes or reeds).				
	Monitoring visit every five years (botanical survey and condition assessment) to assess progress to objectives and identify requirement for remedial measures. Monitoring to include audit to check on implementation of management measures.		Years 10, 15, 20, 25 and 30.		
Ponds	Annual PSYM survey and condition assessment survey to assess progress to objectives and identify requirement for remedial measures. Monitoring to include audit to check on implementation of management measures.	Ecologist appointed by UU	1-5		
	Check that any aquatic vegetation within the pond does not grow out of control and the area becomes choked by vegetation.				
	Check that the water does not become silted up.				
	Monitoring visit every five years to carry out PSYM survey and condition assessment survey to assess progress to objectives and identify requirement for remedial measures. Monitoring to include audit to check on implementation of management measures.		Years 10, 15, 20, 25 and 30.		



Ecological Feature	Monitoring Prescription	Responsible	Required (Years)	Date Last Undertaken	Actioned by
Woodland, scrub and hedgerows	Annual monitoring visit (botanical survey and condition assessment) to assess progress to objectives and identify requirement for remedial measures. Monitoring to include audit to check on implementation of management measures.	Ecologist appointed by UU	1-5		
	Check tree guards for tightness and tree stem for overall condition, including damage by wild animals or disease.				
	Check that weeds/ competitive grasses are controlled around the base of planted trees.				
	Check that planted specimens are not failing to grow or have become diseased.				
	Check that non-native species do not account for more than 10% of the overall vegetation cover and that invasive species have not become established.				
	Monitoring visit every five years (botanical survey and condition assessment) to assess progress to objectives and identify requirement for remedial measures. Monitoring to include audit to check on implementation of management measures.		Years 10, 15, 20, 25 and 30.		



# Annex E

## CHANGE LOG





Table E1 below provides details of changes that have been made to the Plan and records to refer to informing the changes.

**Table E1 – Change Log**

Date	Change	Reason	References / Linked Documents

# Annex F

## GLOSSARY





**Table F1 – Terms of Reference Used in This Document**

<b>Term</b>	<b>Description</b>
BNG	Biodiversity Net Gain.
Condition (of habitats)	Condition is defined as the quality of a habitat. For example, a habitat may be in poor condition if it fails to support some of the rare or notable species for which it is valued or if there are certain threats or disturbances affecting it such as pollution, erosion or invasive species. Assessed on a scale of poor, moderate, good in accordance with published guidance (at the time of writing, the Biodiversity Metric 3.0 Technical Supplement (2021)).
Distinctiveness (of habitats)	A collective measure of biodiversity, including parameters such as species richness, diversity, rarity and the degree to which a habitat supports species rarely found in other habitats. Classified on a scale of very low, low, medium, high or very high in BNG assessments.
Habitat of Principal Importance	Habitats identified under Section 41 of the Natural Environment and Rural Communities Act (2006) as being priorities for the conservation of biodiversity in England. This list is used to guide decision-makers such as public bodies, including local and regional authorities, in implementing their duty under section 40 of the NERC Act, to have regard to the conservation of biodiversity in England when carrying out their normal functions.
Habitat Unit	Habitat Unit - this is a nominal figure that is derived from a calculation using numerical values assigned for the distinctiveness, condition and size (area), connectivity and strategic significance of a habitat. Post-Development Biodiversity Units are calculated using risk factor multipliers to aid the discussion of loss, impacts avoided and gains of habitat as a result of management and development activities. The tool automatically calculates the number of Biodiversity Units based on the information that the user inputs.
Hedgerow unit	Hedgerow Unit – is the same as a hedge unit except that the measurement unit is length instead of area. BU and LU cannot be added together for this reason.
PSYM	PSYM is a method for assessing the biological quality of still waters in England and Wales. Plant species and / or invertebrate families are surveyed using a standard method. The PSYM model makes predictions for the site based on environmental data and using a minimally impaired pond dataset. Comparison of the prediction and observed data gives a % score for ponds quality.



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# Appendix B

## METHODOLOGY FOR THE CALCULATION OF RIVER UNITS



# Note on the methodology used for the calculation of River Biodiversity Units

## 1. Introduction

The Natural England Biodiversity Metric 3.0 has been utilised to generate the baseline (pre-construction) River Biodiversity Units (RBU) units and the post-intervention RBU. The net change in number of RBU calculated represents the biodiversity losses or gains in relation to rivers and streams for each planning application.

### 1.1 Rivers & Streams in the Biodiversity Metric 3.0

The Biodiversity Metric 3.0 is not specifically designed to address temporary habitat degradation, rather it focusses on loss. During application of the Biodiversity Metric 3.0, for on-site metric calculations, the User Guide 3.0<sup>1</sup> states that where it will take greater than 2 years for habitat to be returned to the baseline condition this should be considered a 'loss'.

The enabling and construction phases of the HARP schemes will require a number of temporary outfalls, watercourse crossings, bridges and culverts which will be in place for an extended period due to the length of the construction period. The impacts of these interventions have therefore been recorded in the Biodiversity Metric 3.0 as additional encroachment on the riparian zone and/or watercourse and contribute to a loss in RBU.

Reinstatement of watercourse substrate and banks will take place following removal of the culverts, bridge, and temporary outfalls, alongside other environmental mitigation measures such as reinstatement of terrestrial habitats. Further information can be found in each HARP Environmental Statement. This activity will therefore eventually remove the additional encroachment on watercourses and the riparian zone, however this has not been included in the RBU calculations at this stage. Therefore the loss of RBU as currently calculated, and the extent of offsite enhancement required to achieve a net gain in RBU, represents a worst case scenario.

The User Guide advises that this loss is recorded in the metric as loss of baseline habitat and then as 'creation' of the replacement habitat, which in the current calculations requires creation of the same length of 'lost' habitat with the addition of the relevant level of encroachment. Therefore, the River Creation tab of each metric is used to record the degraded river habitat.

The Biodiversity Metric 3.0 allows for recording of river habitat enhancement opportunities for both on-site and off-site areas. In the current calculations, enhancement opportunities are only relevant for the off-site metrics (the Damas Gill and Newton-in-Bowland Habitat Creation Areas), as the activities within the red line boundaries (the on-site areas) are assumed to be restricted to reinstatement only.

### 1.2 River Condition and MoRPh

The Biodiversity 3.0 Metric requires input of river condition data for each watercourse included in the calculations. The river condition describes the on-site physical habitat diversity for each watercourse. The metrics prepared for the on-site calculations have utilised assumptions in order to enter this data (see Section 2 below).

The off-site metrics have utilised data obtained through a River Condition Assessment, which comprised a desk study and a sub-reach scale field survey (the Monitoring of River Physical habitat 'MoRPh' survey). The River Condition Assessment requires at least five contiguous MoRPh surveys to be undertaken to capture the general characteristic of a river reach (see Section 3 below for further information).

<sup>1</sup> STEPHEN PANKS A , NICK WHITE A , AMANDA NEWSOME A , JACK POTTER A , MATT HEYDON A , EDWARD MAYHEW A , MARIA ALVAREZ A , TRUDY RUSSELL A , SARAH J. SCOTT B , MAX HEAVER C , SARAH H. SCOTT C , JO TREWEEK D , BILL BUTCHER E and DAVE STONE A 2021. Biodiversity metric 3.0: Auditing and accounting for biodiversity – User Guide. Natural England - Natural England Joint Publication JP039

## 2. On-site Metrics (Within Redline Boundary)

All watercourses present within the redline boundary of each planning application have been included in the relevant baseline calculations. The watercourses are named within the metrics according to the convention used in the HARP planning application Environmental Statements, which provide an identification number if the watercourse is not formally named. GIS data was used to calculate the length of each watercourse within the redline boundary.

The following assumptions were used for the on-site RBU calculations:

- All watercourses were assumed to be in moderate condition;
- As the majority of watercourses included in the calculations have not been formally identified in any local plans, a strategic significance of Low (multiplier of 1) was applied to all watercourses with the exception of the River Hodder and the River Ribble which were allocated a strategic significance of High<sup>2</sup> (multiplier of 1.15);
- When calculating the extent of encroachment to outfalls and culverts, a worst-case scenario approach was adopted. The impacts of any outfalls and culverts have been assumed to impact a 10m length of the watercourse;
- Outfalls have been assumed to represent a Major encroachment on the riparian environment<sup>3</sup>;
- Crossings and culverts have been assumed to represent a Major encroachment on both the riparian environment and the watercourse<sup>4</sup>;
- Clear span bridges are assumed to represent a Moderate encroachment on the riparian environment<sup>5</sup>;
- Reinstatement/removal of culverts and outfalls is not included in the calculations (see Section 1.1 above). Therefore the net loss in RBU represents a worst case scenario.

## 3. Offsite Metrics (Habitat Creation Areas)

The baseline condition score of watercourses within the off-site assessment has been generated through metrics recorded in-field using the River Metric Survey. To calculate the baseline condition of rivers there are two components to the assessment: MoRPh field surveys and calculation of MoRPh River Type. A summary of each component is provided below.

### 3.1 MoRPh field survey

MoRPh surveys were undertaken by trained surveyors on the River Hodder (within the Newton-in-Bowland Habitat Creation Area) and the Damas Gill (within the Damas Gill Habitat Creation Area) during August 2021. Depending on the width of the watercourse being surveyed, the length of each MoRPh is between 10-40m. The MoRPh surveys were undertaken following the methodologies detailed in the MoRPh survey technical reference manual<sup>6</sup>.

Digital photographs of important habitat features were taken during surveys and these, together with the raw survey data, provide a permanent record of the habitat present at the time of the surveys. From each of the MoRPh survey modules for each watercourse a preliminary condition score has been generated using the River Condition Assessment software tool. The preliminary condition score is generated from a detailed set of 37 indicators.

### 3.2 River Type

The Indicative River Type is automatically assessed within the software tool using 8 indicators. These indicators are extracted from a desk study of the reach within which the study site is located, and bed material information derived from MoRPh5 survey subreach(es). River typing is a desk-based reach-scale (5 to 10 km) study which identifies the hydrogeomorphological river type. There are 15 River Types included in the Rivers and Streams metric; canals and navigable rivers, large rivers and 13 indicative natural river types labelled A to M. The hydrogeomorphological river type is called an indicative type as all 13 distinct river types could arise as naturally functioning types in England. Using

<sup>2</sup> The Biodiversity Metric 3.0 uses the delivery of identified actions within River Basin Management Plans, Catchment Plans and Local Plans to represent high strategic significance.

<sup>3</sup> Defined in the Biodiversity Metric 3.0 User Guide as any development in the riparian zone 0-4m from bank-top

<sup>4</sup> Defined in the Biodiversity Metric 3.0 User Guide as encroachment of >10% of channel width

<sup>5</sup> Defined in the Biodiversity Metric 3.0 User Guide as any development in the riparian zone 4-10m from bank-top

<sup>6</sup> Gurnell, A., England, J., Shuker, L. & Wharton, G. (2019) MoRPh survey technical reference manual.



desk study evidence, the study site is assigned to a type, because it appears to conform to that type. There are no assumptions made to the naturalness of that river.

The final river type translates the preliminary condition score for each MoRPh5 into a final condition score and reflects what is achievable for that river type.

### 3.3 Net Gain in RBU

The final condition score has been entered into the Biodiversity 3.0 Metric as the baseline condition for watercourses to calculate the baseline RBU within each Habitat Creation Area. Following the calculation of baseline RBU, an assessment has been made of enhancement opportunities for the watercourses within each Habitat Creation Area (e.g. install fences to restrict poaching, hedgerow reinstatement). The River Condition Assessment software tool has then been used to provide the post-intervention river condition score. The revised river condition has been entered into the Biodiversity 3.0 Metric to calculate the net gain in RBU which would be achieved with the identified enhancements.



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**APPENDIX 4**  
**Code of Practice**



## **CODE OF PRACTICE FOR PIPELAYING**

**United Utilities Code of  
Practice for the Exercise  
of Pipelaying Powers on  
Private Land**

**Water Industry Act 1991**

Approved by the Secretary of State for the  
Environment by the Water and Sewage  
Undertakers (Pipelaying and Other Works)  
(Code of Practice) Order 1999 (S.I. 1999  
No. 3070)

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# Introduction

**1.** This booklet is our Code of Practice, prepared under s182 of the Water Industry Act 1991 (the Act) and has the approval of the Secretary of State. It sets out good practice with regard to our powers and duties when we lay or carry out work on pipes in private land, or do work to prevent contamination of the water in our waterworks. It also explains what you (the landowner, and/or occupier) are entitled to expect. The Act allows, and in some cases, requires us to do these works. It also lays down some rules for us to follow when we lay, alter or maintain pipes and their associated accessories.

**2.** Before we lay a pipe we need to plan a route. We consider many aspects including:-

- the directness of possible routes
- the cost (both of laying and of maintaining the pipe) the amount of any compensation which we may have to pay
- the disruptive effect of the works (to traffic, businesses and individuals)

- engineering considerations
- the desirability of achieving gravity flow
- the avoidance of sites of environmental importance

**3.** As a result we may have to lay pipes in land which is in private ownership or occupation. Where that is the case, we will consult you and by the use of good working practice, seek to minimise the damage. We will carry out reinstatement after our works so that the land is restored to its original condition. Where this is not practicable, compensation is payable for loss or damage caused by the works.

**4.** We will comply with the Code wherever it is possible and reasonably practicable to do so. If we cannot do so, we will always explain why. We will also comply with any other relevant legislation. This Code does not affect any other rights or powers that you or we may have.

**5.** Certain provisions of this Code are not applicable to the laying of pipes within a

developer's site.

In particular paragraphs 17 -20, 31 and those relating to reinstatement do not apply. Similarly, certain provisions may not apply when we do work on a supply pipe. You should also note that although the Code is not required to apply to works done in connection with surveying and trial holes we will, nevertheless, comply with its provisions where applicable.

**6.** This code is in three sections that describe what happens:-

- before the works occur
- during the works
- after the works have been completed

## Section one - Before the works occur

### Surveying and trial holes

7. Once we are aware of the requirement for a new pipeline we may need to survey possible routes. This is so that we can work out the best route and the method by which to lay the pipe. If we need to make any experimental trial holes or boring so we can determine the nature of soils and geology below the surface of your land we will advise you. Unless it is an emergency, or we have agreed a shorter period, we will give you a minimum of seven days notice of our entry. We will disturb the land as little as possible. If we are unable to fill in the hole immediately we will secure it and/or fence it off. Compensation can be claimed for any temporary losses to the land.

### Consultation and notice of works

8. We are required to give you a formal notice, of our intention to carry out works on your land. The notice, which has to be in writing, will be accompanied by a plan.

These documents will give you information about where we intend to lay the pipe, the extent of the working area, and when we intend to do the work. It is advisable to file the notice with the deeds of your property, so that subsequent purchasers of the property are aware of the pipe and apparatus. We also will give you notice of our entry.

9. We will usually combine the Notice of Entry with our Notice to Carry out Works on your land. For new water mains that are greater than 150mm in diameter, we may request from you a Deed of Grant of Easement, but we will advise you if this is the case.

For smaller water mains and for sewers, we will usually not request a Deed of Grant of Easement from you, but will rely upon our Statutory Powers.

10. If the works involve laying a new pipe, we will always try to contact you before we issue the notice. Unless it is an emergency or in response to a requisition we will give you at

least three month's notice. If we have to lay a pipe in response to a requisition we will give you as much notice as possible, but this will normally be a minimum of 21 days.

11. If the works involve alterations to an existing pipe, then, unless it is an emergency, we will give you at least 42 days notice. In other circumstances, e.g. if we wish to inspect, carry out routine maintenance (including cleanse), repair or adjust then, unless it is an emergency, we will give reasonable notice, this will normally be at least 7 days (unless you agree to a shorter period).

12. We will always use our best endeavours to consult you before the notice is served, but if for any reason we have not been able to we will consult you about what we propose to do during the notice period. During that consultation we will be asking (you) for information about:-

- ownership (and occupancy if different) of the land. It would be helpful if you would tell us if



## Section one - Before the works occur

there is a change of occupier or owner.

- any proposals you have for developing the land - such as proposals for building any permanent structures or subsisting planning consents
- known pipes, cables, equipment or structures below the ground
- anything which you believe might affect the timing of our works
- the location of springs, wells, cesspools or septic tanks or land drains and in particular any deep land drainage system (see paragraph 33)
- any harmful materials, liquids or vegetation in the area where we will be working or any contaminated land or if the land has been subject to any notifiable plant or animal diseases
- any areas with special needs e.g. SSSI's, protected flora and fauna, archaeological considerations, public rights of way, trees subject to preservation orders or

conservation areas

- planned cropping and stocking
- any other factor which you believe is relevant/will affect our works and for which we may have to compensate you

**13.** We will take account of all the matters mentioned above, as well as considering any suggestions that you (and/or adjacent landowners who are affected by the scheme) have about the route of the pipe, the timing of the works, and the reinstatement of land and land drains and discuss them with you. By the time of making the final decision about the route, we will have taken into account both engineering and operational needs and the long and short term costs of the works, as well as any comments or suggestions you or your agent have made.

If at this stage we are unable to meet any suggestions or objections that you have, we will explain the final decision to you.

**14.** The period of notice allows time for any

objections to be addressed before we start work. At the end of that time we hope that matters between us will have been agreed. However, if you do not permit us access to your land in accordance with the notice we gave you, we are able to apply to a Magistrate for a warrant to do so.

**15.** Once we start work we will keep as closely as possible to the notified route. If we find we are not able to do so we will consult with you. If we find that we need to make significant changes, and you are unable to agree them with us, we will serve a fresh notice.

**16.** If, for any reason, the works do not start at or shortly after the proposed date, we will advise you of the amended timing. Once the proposed starting date is determined we should be able to give you a reasonable idea of how long the works will take, and also how long we anticipate any reinstatement will take. Once a statutory notice has been served, you

## Section one - Before the works occur

should not do anything on the land in question that might hinder or prevent us exercising our statutory rights but you should continue your normal agricultural operations up to the actual time of entry. If you are in doubt, please get in touch with us for advice and clarification.

### **Timing of the works**

**17.** Within engineering, operational and other constraints we will do the works at the time which will cause least damage to land.

### **Compensation**

**18.** If we cause any permanent loss in the value of your land as a result of the presence of our pipes, or if you will have any temporary losses or disturbance caused by the works, you may be entitled to claim compensation from us. (see para 54 et seq.)

### **Agents**

**19.** In some circumstances you may feel it is appropriate to appoint an agent, e.g. a surveyor experienced in this type of work, to act on your behalf in advising you on the works, protecting your interests and assessing and agreeing your claim for compensation. Where the work involves laying pipes we would accept that you should do so. If you do so, we will pay the reasonable cost of the agent's fee after the claim has been settled. The maximum payable will be based on a standard scale of professional fees, known as Ryde's scale. If you want further information about this you should check with your agent. We would not usually pay legal fees unless we ask you for a formal easement document that requires additional work.

### **Record of condition of land**

**20.** We will make a full schedule of condition of the working area, including any buildings in close proximity, any accesses and any compound in respect of the proposed scheme. This may consist of (any or all) written notes, photographs, or a video recording with verbal commentary. A copy will be sent to your agent prior to the scheme commencing (if you do not have an agent, to you). If at that stage we have missed anything please tell us. The purpose of the record is to help both you and us check that we have restored the land to a condition as near as possible to that which existed before we started work (unless you have asked us to consider alternative proposals) and that any buildings remain in the same condition.

## Section one - Before the works occur

### Contacts

**21.** Before the works commence we will give you the name, (workplace) address and telephone number of the person responsible for supervising the works. Normally, he/she will be available during working hours.

We will also give you an emergency telephone number for use outside normal working hours or if your normal contact is unavailable.

### Location of pipes and equipment

**22.** Normally all our pipes are laid below ground. We prefer to lay them with 900mm minimum cover to the crown of the pipe as this protects them from frost and also from interfering with any agricultural operations. Sometimes there are engineering problems or obstacles such as rock outcrops, which prevent this. If this happens we will advise you of the final position and depth. We may, unless otherwise agreed with you, place permanent marker posts at field boundaries to show the location of the pipe and chambers. There are

occasional instances where other locations may be unavoidable. If you have deep land drainage you should alert us to this before we start work.

**23.** Generally, we put all of our pipes and accessories below ground level. However, where we need to install a manhole or other accessory that will be raised or at ground level we will try to place it in a position to minimise interference with future agricultural operations. For engineering reasons, we need to install manholes where a sewer changes direction, gradient, size or depth, and at regular intervals. On water mains we may also need to install air valves at high points, and washout valves at low points. Where we need to install an accessory at or above ground level we will always discuss this with you first. If it is necessary to have a manhole in your garden, we will always discuss its location with you, and if possible give you a choice of its final siting within your garden.

## Section two - During the works

### **Supervision**

**24.** We will make sure that anyone working for us on your land is properly supervised and that they have been told not to stray outside the working area. If you have told the named contact about anything that requires special attention he/she will ensure that it is brought to the attention of those of our workers who might need to take it into account.

**25.** Except in an emergency, if we are working close to residential properties and need to work on bank holidays, weekends, or between the hours of 7.30pm and 7.30am we will tell you in advance.

### **Access for owners and occupiers**

**26.** We realise the importance to you of maintaining access to your property. Within reason, we will let you have access with stock or vehicles across the working area. If the location of the working area is such as to cut off access to part of your property we will

discuss this with you before we commence work. If appropriate we will provide temporary foot crossings, gates, steps or stiles and discuss their location with you.

**27.** We will try to keep open existing means of access to areas severed by the works unless it would be more appropriate to provide an alternative. Where a common access is to be used both by you and us we will endeavour to keep that access as clear as possible from mud and dust arising from our works. We will ensure that there is a minimum of interference with any existing means of access for emergency vehicles.

### **Access for ourselves**

**28.** Normally we will gain access to our works over the working area. However, if access is required by any other route we will (unless it is an emergency) first consult you and include any additional access in the notice.

**29.** We will not construct any permanent gates, steps or stiles at the boundary between

your land and a highway or public path without your consent, or between your land and neighbouring land without the consent of both landowners. We will maintain public access rights.

### **Security of your property and of the working strip**

**30.** Before we start work we will talk to you about whether the working area needs to be fenced. If the working area is next to land on which livestock will remain, we will erect a suitable stockproof fence. In these circumstances we will ensure the stockproof fence is maintained during the course of the works (and reinstatement) and will erect straining posts at junctions of our fencing with existing fencing, and ensure both fences are secured and strained to the posts. Where livestock stray via the working area through our proven acts or omissions, we will give consideration to claims for loss or damage.

## Section two - During the works

For safety reasons you will not have access to the working area. However, we will ensure that, if necessary, you have access across the working area and that during the works and reinstatement the existing level of security of your property is not reduced.

### Topsoil

**31.** We will seek to preserve the structure of the soil. When topsoil is stripped from the land we will store it separately from other excavated materials. We will not compress it with machinery. When the works are finished adequate subsoil preparation will be undertaken prior to replacing topsoil. The excavated material will be replaced, so far as possible, to the condition it was prior to the works, and in particular, topsoil will be replaced to the same depth as it was originally and there will be no large stones excavated during the works left on the surface. If, for any reason, we are unable to return the same topsoil that was removed from your land it

will, unless otherwise agreed with you, be replaced by soil of a similar nature, structure and quality.

### Trees and hedgerows

**32.** Wherever possible we will seek to avoid felling or lopping any mature trees but if it is unavoidable we will notify you first. If the trees are subject to a preservation order or in a conservation area we will also consult the appropriate authority and abide by its conditions. If we have felled any mature trees, they will remain your property. If you wish we will dispose of them in accordance with any reasonable requests. The effect of works on hedges will be subject to the Hedgerow Regulations 1997.

### Land drainage

**33.** If you have any records of existing land drains, these should be made available to us at the earliest opportunity. We will then discuss with you the reinstatement work to any land

drainage system affected by the works as in some circumstances this may need to include preliminary work before pipelaying operations start. If we are made aware of an extensive land drainage system, then prior to the works we may engage a land drainage consultant to draw up a remedial scheme.

**34.** If during the works we discover a land drainage system, which you did not tell us about, we will tell you. If we disturb it, or any land drainage system that you have told us about, we will do our best to reinstate or replace it to the same standard as existed prior to the works. We will, where practicable, lay our pipe under the land drainage system. We will tell you when we are going to carry out remedial work and will give you the opportunity to inspect the site.

**35.** We will make a record (which may include photographs) of any land drains disturbed and the replacement/reconnection work carried out. If you wish we will give you a copy.

## Section two - During the works

If we construct any land drains in locations where they did not previously exist we will discuss this with you, give you an opportunity to inspect the site and provide you with a record of the works on completion. You may wish to consider filing a copy with the deeds.

### **Watercourses**

**36.** Where our pipe crosses beneath a watercourse, it will be laid in accordance with the requirements of the Environment Agency and Internal Drainage Boards. In the absence of such requirements the top of the pipe will normally be at least 300mm below the original cleared bottom of the watercourse and will be covered by concrete.

**37.** If our works affect any watercourse we will discuss our proposals with you, and we will ensure that it remains in as effective a condition for land drainage after the conclusion of the works as it was before.

### **Water supplies and other services**

**38.** If we interrupt or accidentally damage any water supplies or other services in our working area, we will repair the damage, or provide an adequate alternative as soon as reasonably practicable. We will also take all reasonable steps to ensure that our works do not pollute any water supplies or watercourses. If there appears to be any possibility of interference with private water supplies, such as wells or springs, we will arrange and bear the cost of samples being analysed to determine quality and for levels in wells and flows from springs to be recorded and agreed before and after the works provided you have drawn this need to our attention in adequate time. Troughs, standpipes or field supplies located within the working area will be moved to a new, temporary or agreed permanent, location.

### **Areas affected by disease**

**39.** If you advise us that the area in which we have to work is infected by a disease notifiable under the Animal Health Act 1981 (e.g. foot and mouth) we will follow the requirements of the Department for Environment, Food and Rural Affairs (DEFRA). If we have to make an emergency entry, we will take all necessary precautions. If DEFRA have imposed requirements to avoid spreading soil-borne pests and diseases, we will, of course, comply with them.

### **Fishing and sporting rights**

**40.** Neither our staff nor our agents will be allowed to carry firearms on the working area. We will not bring animals onto the site (with the possible exception of guard dogs, subject to the Guard Dogs Act 1975).

**41.** If there are fishing or sporting rights adjacent to the working area we will use reasonable endeavours to see that our works minimise any interference with the enjoyment of them.

## Section two - During the works

### **Facilities for workmen**

**42.** If we bring any huts or caravans on to the working area on your land they will not, except where there is a security risk, be used for overnight accommodation without your permission. On larger contracts, we will provide sanitary equipment for the convenience of workmen to avoid fouling the surrounding land.

### **Private agreements**

**43.** If you make any agreements directly with our contractors you should note that we will not be responsible for any consequences nor intervene in any such agreement made between yourself and the contractor.

### **Explosives**

**44.** If we have to store or use explosives we will give you notice and tell you the periods when the explosions may be expected. We will not use explosives at weekends, bank holidays or between the hours of 7.30pm and

7.30am unless it is essential and is unlikely to cause you any significant disturbance.

### **Cathodic protection**

**45.** If we provide cathodic protection for any part of our equipment, we will also take steps, where necessary, to safeguard buildings and structures near our works.

### **Temporary support**

**46.** If the carrying out of our works means that any of your buildings, structures or equipment may need temporary underpinning or support, we will consult you. We will then provide the necessary protection and support.

### **Fossils and articles discovered**

**47.** If we discover any coins, fossils or other articles during our work we will inform you and the appropriate archaeological body. We will not retain them or lay any claim to them. We have a legal obligation to have regard to the protection and conserving of

objects of archaeological interest. Accordingly, we may employ or involve an archaeologist to examine the works as they progress. This will, however, be discussed with you first.

## Section three - After the works

### Reinstatement

**48.** In doing our works we will try to do as little damage as possible. Temporary damage, such as topsoil stripping may take place in order to effect good working practice and reinstatement. At the completion of the works we will restore the area where we have worked to the same condition that it was in before we started. On the occasions that this is not reasonably possible we will pay compensation to reflect the depreciation in the value of the land.

**49.** We will remove all tools and equipment and any contaminants brought to the site, and take away any surplus excavated material unless you ask us not to and we are legally able to comply with such a request. The site will be left clean and tidy. Before we hand the working area back to you we will arrange a joint inspection to ensure satisfaction.

**50.** If we have damaged or removed any fence, bank or wall we will repair or replace it as necessary. If we have damaged a hedge

we will replant it with appropriate species and erect a secure, protective fence to allow the hedge to become established. Alternatively we will pay compensation. The contractor's maintenance period is normally 12 months from the completion of pipelaying.

**51.** If the work has been in a garden we do our best to ensure that the reinstated garden matches the unaffected garden. If necessary, we will employ an accredited garden landscaper for the reinstatement works. Where this is not practical, or if you prefer, compensation will be agreed for you to carry out the work yourself.

**52.** In the event that a land drainage system is not adequately reinstated we may seek the advice of an independent land drainage specialist. Alternatively, compensation may be paid.

### Information

**53.** We will inform you in writing of the as laid position and depth of the pipe (if less than

900mm deep) and the extent of the land (the sterilised area) which needs protection. The width of the area will be kept to the minimum possible and will be sufficient only for us to gain access and work on the pipe if required. In order to avoid damage to the pipe and to allow us access we will give you information on any activities which should not be carried out without our express permission in that area. This will include planting of certain types of trees or erecting buildings but will not prevent normal agricultural operations.

### Compensation

**54.** If we have caused permanent loss in the value of your land as a result of the presence of our pipes, or if you have suffered temporary losses or disturbance caused by the works, you may be entitled to compensation; also if you have suffered damage to your property that we have not been able to put right. You should note that disturbance compensation will only be paid for items, which are directly



## Section three - After the works

and unavoidably incurred as a result of our work. If you are experiencing significant disturbance you should, at the time of the disturbance, keep your contact informed and let him know if you are likely to incur additional costs. It is in your own interest to keep a diary of events. If you have appointed an agent (see paragraph 19) he will prepare and negotiate your claim for you. Your claim will be treated confidentially.

**55.** If you or your agent ask us in writing, we will pay an advance of 90% of our assessment of your loss within three months of receipt of your quantified claim and evidence of your entitlement. Interest may be payable on your claim. Your agent will be able to advise you about this.

**56.** If after negotiating with us, the level of compensation cannot be agreed the matter can be referred to the Lands Tribunal. However, we will not pay your agent's fees to prepare your case. It is up to the Tribunal to decide if, and how, costs should be awarded.

**57.** If in the future you wish to develop the land the Act makes provision for you to ask us to alter or remove the pipe at your expense. If the request is not unreasonable, we have a duty to comply.

### **Complaints**

**58.** When we are working on your land we aim to cause minimum disruption and inconvenience. We expect our workmen and contractors working for us to be polite, considerate and helpful. If you have a problem in the first place please get in touch with the named contact. If you are unable to resolve the matter to your satisfaction you should write to our Managing Director.

He will arrange for the matter to be looked at again and will send a personal reply or a reply from the relevant director or general manager.

You should write to:-

The Managing Director  
United Utilities

Lingley Mere, Lingley Green Avenue  
Great Sankey, Warrington. WA5 3LP

**59.** Ofwat is the independent watchdog set up to safeguard the interest of customers of the water and sewerage companies. The Director General of Ofwat has a duty to investigate complaints about the manner in which we have undertaken pipelaying on private land, and if appropriate make an award of up to £5000. However, he can not investigate disputes about the amount of compensation. He has issued an information note on his role in dealing with such complaints and this is available on request. Complaints to the Director General should normally be made within 12 months of the event complained of. The address is: Ofwat Centre City Tower  
7 Hill Street  
Birmingham  
B5 4UA  
Telephone 0121 625 1300.

# Glossary

In this booklet the following meanings should be attributed unless the context requires otherwise.

**alterations** - references to altering a pipe include references to altering its size or course, to moving or removing it and to replacing it with a pipe which is of the same description of relevant pipe as the pipe replaced.

**accessories** - accessories, in relation to a water main, sewer or other pipe, includes any manholes, ventilating shafts, inspection chambers, settling tanks, wash-out pipes, pumps, ferrules or stopcocks for the main, sewer or other pipe, or any machinery or other apparatus which is designed or adapted for use in connection with the use or maintenance of the main, sewer or other pipe or of another accessory for it, but does not include any telecommunication apparatus (within the meaning of Schedule 2 to the Telecommunications Act 1984) unless it :-

- (a) is or is to be situated inside or in the close vicinity of the main, sewer or other pipe or inside or in the close vicinity of another accessory for it; and
- (b) is intended to be used only in connection with the use or maintenance of the main, sewer or other pipe or of another accessory for it.

**cathodic protection** - the provision of sacrificial anode or impressed current to protect the life expectancy of pipes or underground assets.

**consultation** - a meeting with you, where we will explain our proposals to you and where we will be seeking information from you which will be fully considered and, wherever practicable, taken into account before we take final decision(s) about our works.

**emergency** - includes any danger to property and to any interruption of a supply of water provided to any premises by any person and to any interruption of the provision of sewerage services to any premises.

**land** - the land (including any buildings or other structures and land covered with water) on which or on part of which the Undertaker carries out or proposes to carry out the Works.

**landowner** - a person who has any interest in the land (other than a tenant for a month or less).

**occupier** - any person in possession of the land or part of the land.

relevant pipe - references to a relevant pipe shall be construed:-

- (a) in relation to a water undertaker, as references to a water main (including a trunk main), resource main, discharge pipe or service pipe; and
- (b) in relation to a sewerage undertaker, as references to any sewer or disposal main.

**requisition** - request by a developer under s41 (water) or s98 (sewerage) for installation of a water main or sewer with which we must comply.

**we (our)** - United Utilities and for the purposes of this Code UNLESS SO SPECIFIED includes our agents, employees and contractors engaged in carrying out the works.

**work(s)** - any works which we intend to carry out under the powers given to us by s159 or s161 (2) of the Act which includes reinstatement.

**working area** - the land which we require so that we can carry out the works in accordance with the practices laid out in this code.

**you (your)** - the landowners and/or occupiers on whose land we will be working.



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[www.unitedutilities.com](http://www.unitedutilities.com)