

Friday, 14 February 2025

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## DEVELOPMENT CONTROL COMMITTEE

You are summoned to a meeting of the Development Control Committee which will be held in Council Chamber, Council Offices, Woodgreen, Witney, Oxfordshire OX28 1NB on **Monday, 24 February 2025 at 2.00 pm.**



Giles Hughes  
Chief Executive

To: Members of the Development Control Committee

Councillors: Julian Cooper (Chair), Michael Brooker (Vice-Chair), Mike Baggaley, Lidia Arciszewska, Andrew Beaney, Steve Cosier, Adam Clements, Rachel Crouch, Roger Faulkner, Phil Godfrey, Andy Goodwin, David Jackson, Nick Leverton, Andrew Lyon, Michele Mead, David Melvin, Rosie Pearson, Elizabeth Poskitt, Andrew Prosser, Geoff Saul, Sarah Veasey, Mark Walker, Adrian Walsh, Alistair Wray and Dan Levy

Recording of Proceedings – The law allows the public proceedings of Council, Executive, and Committee Meetings to be recorded, which includes filming as well as audio-recording. Photography is also permitted. By participating in this meeting, you are consenting to be filmed.

As a matter of courtesy, if you intend to record any part of the proceedings please let the Democratic Services officers know prior to the start of the meeting.

# AGENDA

1. **Minutes of Previous Meeting (Pages 5 - 14)**  
To approve the minutes of the meetings held on Monday 5 February 2024 and Wednesday 22 May 2024.
2. **Apologies for Absence**  
To receive any apologies for absence.
3. **Declarations of Interest**  
To receive any declarations from Members of the Committee on any items to be considered at the meeting
4. **Botley West Solar Farm - Nationally Significant Infrastructure Project (NSIP) - Relevant Representation (Pages 15 - 32)**  
Purpose  
The purpose of the report is to explain the content of the council's Relevant Representation and to highlight the key issues that are relevant to the DCO application and that should be subject to detailed consideration through the Examination.

#### Recommendation

That Development Control Committee resolves to:

1. Endorse the contents of the draft relevant representation
  2. Authorise officers to make amendments following meeting in consultation with the Executive Member for Planning and the Chair of Development Control Committee
  3. Agree submission of the consultation response by the consultation deadline.
5. **Request to enter into a legal agreement at Pudlicote Farm Chipping Norton (Pages 33 - 100)**  
Purpose  
To consider a S106 agreement with the landowner at Pudlicote Farm near Chipping Norton in the Evenlode Catchment.

#### Recommendations

That Development Control Committee resolves to:

1. Authorise the Head of Planning to enter into the agreement in respect of the proposed Pudlicote Farm Habitat Bank; and
2. Authorise the Head of Planning in consultation with the Head of Legal to complete other such agreements as may be required to enable local habitat banks to be created.

## Public Engagement

In accordance with the Council's [public speaking rules](#), any members of the public wishing to make a representation on any of the applications in this agenda must contact [democratic.services@westoxon.gov.uk](mailto:democratic.services@westoxon.gov.uk) or telephone customer services on 01993 861000 by 12 noon the Friday before the meeting.

Three minutes is allocated for each of the following groups to address the committee:

- Those objecting to the application
- The relevant parish or town council
- Those supporting the application, including the applicant
- The ward member(s)

For item 4, Botley West Solar Farm, the Chair has agreed in principle to extend the time allowed to six minutes per group and to allow any Councillors who are not members of the Committee to speak under the ward member slot.

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## WEST OXFORDSHIRE DISTRICT COUNCIL

### Minutes of a meeting of the **Development Control Committee**

Held in the Council Chamber, Woodgreen, Witney, Oxfordshire OX28 1NB at 11.00am on  
**Monday 5 February 2024.**

#### PRESENT

Councillors: Julian Cooper (Chair), Michael Brooker (Vice-Chair), David Jackson, Alaa Al-Yousuf, Lysette Nicholls, Dan Levy, Andy Goodwin, Nick Leverton, Andrew Prosser, Jeff Haine, Elizabeth Poskitt, Rachel Crouch, Harry St. John, Alistair Wray, Adrian Walsh, Phil Godfrey, Liam Walker, Rosie Pearson, and Dean Temple.

Officers: Andrea McCaskie (Director of Governance), Bill Oddy (Assistant Director – Commercial Development), Phil Shaw (Business Manager – Development Management), Andrew Brown (Business Manager – Democratic Services), Max Thompson (Senior Democratic Services Officer), Anne Learmonth (Democratic Services Officer), Maria Harper (Democratic Services Officer), Andrew Thomson (Lead Planning Policy Implementation Officer) and Kim Hudson (Planning Implementation Officer).

Other Councillors in Attendance: Charlie Maynard, Tim Sumner, Alaric Smith, and David Melvin.

#### **22 Apologies for Absence**

Apologies for Absence were received from the following Members:

Councillors Hugo Ashton, Andrew Beaney, Rizvana Poole, Lidia Arciszewska, Andrew Lyon, Mark Walker, and Colin Dingwall.

Councillor Elizabeth Poskitt substituted for Councillor Lidia Arciszewska.

Councillor Liam Walker substituted for Councillor Colin Dingwall.

#### **23 Declarations of Interest**

Councillor Dan Levy stated that in his role as an Oxfordshire County Councillor and Cabinet Member for Property, his division and portfolio covered a large area of the intended Solar Farm site. Councillor Levy also stated that he knew people (including councillors) who would be materially affected by the proposed solar farm, but who do not have a disqualifying position.

Councillor Andy Goodwin stated that they had with engaged residents of the intended solar farm area and knew people (including local councillors) who would be materially affected by the proposed solar farm, but who do not have a disqualifying position. Councillor Goodwin also stated they had engaged with local stakeholder groups in relation to the proposed Solar Farm site.

Councillor Harry St. John stated that they had met with Mr. Robert Gunn, a local resident, and had previously worked with Mr. Gunn, in relation to North Leigh Common. Councillor St. John also stated that they were a Member of Wychwood Forest Trust.

Councillor Elizabeth Poskitt stated they were a Member of Sustainable Woodstock.

There were no other declarations of interest made by Members of the Committee.

**24 Minutes of Previous Meetings**

Councillor Elizabeth Poskitt proposed that the minutes of a previous meeting, held on Monday 27 March 2023, be agreed by the Committee as a true and accurate record, and signed by the Chair.

This was seconded by Councillor Jeff Haine and was put to a vote. There were 8 votes in favour, 0 votes against, and 9 abstentions. The Vote was carried.

Councillor Julian Cooper proposed that the minutes of a previous meeting, held on Wednesday 24 May 2023, be agreed by the Committee as a true and accurate record, and signed by the Chair.

This was seconded by Councillor Michael Brooker and was put to a vote. There were 14 votes in favour, 0 votes against, and 3 abstentions. The Vote was carried.

The Committee **Resolved** to:

- I. Agree the minutes of the previous meetings, held on Monday 27 March 2023 and Wednesday 24 May 2023, as a true and accurate record.

**25 Botley West Solar Farm - Nationally Significant Infrastructure Project (NSIP) - Response to Statutory Pre-Application Consultation.**

Phil Shaw, Business Manager – Development Management, introduced the report, which sought to agree a response to the Botley West Solar Farm (BWSF) statutory consultation, and notification of the BWSF pursuant to Section 42 of the Planning Act 2008.

Robert Gunn addressed the Committee as a local Parish Councillor, which raised no points of clarification from the Committee.

Anthony Thompson of the ‘Stop Botley West’ Campaign Group addressed the Committee in objection to the scheme, which raised points of clarification regarding an external report related to the “Pathway to Net Zero”, and land ownership of the proposed site.

Hilary Brown of the ‘Sustainable Woodstock’ Action Group addressed the Committee in support of the scheme, which raised points of clarification regarding offers of compensation to affected residents adjacent to the proposed site, and the site’s intended energy usage and output.

Andrew Thomson, Lead Planning Policy Implementation Officer, delivered a presentation, which provided clarification on the following points:

- Updated Proposals – These included an updates site layout and updated cable routing;
- The role of the Secretary of State – Government would make the final decisions in relation to the proposed site, and the Council, as the Local Planning Authority, were not the final decision maker;
- Locational Site Maps and Setting of Conservation Areas – The presentation made reference to the location of the proposed site, which made additional references to listed buildings, values of the landscape in the proposed development area, character and heightened layout of the landscape area, proximity to public rights of way, air quality of the site, potential impacts to human health including recreational areas, flooding and hydrology risks, proposed solar panel locations, implications to the

05/February2024

Greenbelt, noise impacts on local wildlife, proximity to the Cotswold National Landscape area, impacts on conservation areas, impacts to agricultural land, proximity to existing residential dwellings, impacts to wildlife and proximity to the Blenheim World Heritage Site.

The Lead Planning Policy Implementation Officer gave Members a high-level overview of the characteristics of the proposed development, including details of the draft masterplan and how these related to the characteristics of the West Oxfordshire environment, including historic environment landscape & visual resources. The presentation was framed in the context of the Preliminary Environmental Information Report and covered all thematic chapters relevant to the Council's proposed consultation response.

The Lead Planning Policy Implementation Officer stated that it was apparent that aspects of the environmental assessment were incomplete at this stage. Further detail would be presented through the Environmental Statement when the Development Consent Order (DCO) application was made and he was unable to comment on the suitability and effectiveness of all proposed design and mitigation measures at this point, in the absence of full environmental assessment and landscape and ecology management plans. Furthermore, the Council would make a detailed assessment of local impacts through the preparation of a Local Impact Report should the Botley West DCO application proceed to Examination.

The Lead Planning Policy Implementation Officer further highlighted that both London Oxford Airport and the Civil Aviation Authority were statutory consultees in relation to the wider application, and their expertise surrounding impacts of radar provisions and radio communications would be vital.

The Lead Planning Policy Implementation Officer also stated that, if necessary, further site visits could be arranged for Members to become more familiar with the full, proposed site.

The Chair guided the Committee through the proposed consultation response paragraphs, which raised the following points of clarity from Members for amendment by Officers.

- 4.6 and 4.18 – Harry St. John and Nick Levertton – Detail contained within the Proposed Draft Masterplan;
- 4.16 – Harry St. John and Andrew Prosser – Lack of general information detailed at local exhibition events;
- 4.18 – Dan Levy – Building Salt Cross Garden Village Area;
- 4.23 – Harry St. John – Proposed Buffer Zones and Public Rights of Way;
- 4.27 – Andy Goodwin, Dan Levy – Maps contained within the Preliminary Environmental Information Report, and Projected Lands adjacent to the River Thames;
- 4.32 – Rosie Pearson – Comparisons to other National Significant Infrastructure Projects and other Solar Farms within the district;
- 4.35 – Harry St. John – References made to Grade 1 and 2 Listed Buildings;
- 4.42 – Rosie Pearson, Dan Levy – Specific characteristics of the Blenheim Palace World Heritage Site;
- 4.43 – Elizabeth Poskitt – Planning Policies related to Blenheim Palace Estate;
- 4.50 – Lysette Nicholls – Strengthening of wording surrounding Mitigation Measures;

05/February2024

- 4.61 – Harry St. John – Reference made to burial of Sir Winston Churchill, and specific locations of ‘inverters’;
- 4.74 – Elizabeth Poskitt – Protection of Skylarks and impacts on general wildlife;
- 4.111 – Andy Goodwin – Benefits of carbon reduction associated with the proposals;
- 4.114 – Andrew Prosser – Potential impacts of local agriculture employment;
- 4.115 – Harry St. John – Employment opportunities within the local area of the proposed site;
- 4.129 – Harry St. John – Quoting of land grading within mapping contained in preliminary report;
- 4.145 – Lysette Nicholls, Rosie Pearson, Elizabeth P, Andy Goodwin, – Level of Community Benefits associated with the scheme.

The Business Manager and Lead Planning Policy Implementation Officer both committed to re-visiting the points raised by Members, with a further revision of the response shared where appropriate.

In general debate, Members of the Committee questioned whether there should be a cost-based analysis associated with the proposals. The Business Manager stated that this would be included in the Climate and Ecological Emergency Implications section.

Members also stated that the response should include reference to other existing consented solar schemes within the West Oxfordshire District.

Councillor Julian Cooper proposed that the Committee agree to the recommendations as listed on the report. This was seconded by Councillor Michael Brooker. was put to a vote and was unanimously agreed by the Committee.

The Committee **Resolved** to:

1. Endorse the contents of the draft consultation response;
2. Agree submission of the consultation response by the consultation deadline.

## **26** Frequency of Sub-Committee Meetings

Andrew Brown, Business Manager – Democratic Services, introduced the report which allowed the Development Control Committee to consider the frequency of Sub-Committee meetings.

The Business Manager explained that the frequency of meetings was last considered in November 2022, and the tabled options were either to hold the 2 Area Planning Sub-Committee meetings (Uplands and Lowlands) 4-weekly (as at present), or monthly.

Councillor Jeff Haine proposed that Area Planning Sub-Committee meetings be held monthly. This was seconded by Councillor David Jackson, was put to a vote, and was unanimously agreed by the Committee.

The Committee **Resolved** to:

1. Agree to hold monthly meetings of the Council’s Area Planning Sub-Committees.



**27 Notification Policy**

The agenda item was not considered at the meeting.

The Meeting Closed at 1.16pm.

CHAIR

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WEST OXFORDSHIRE DISTRICT COUNCIL

Minutes of the meeting of the  
**Development Control Committee**

Held in the Council Chamber, Council Offices, Woodgreen, Witney, Oxfordshire OX28 1NB  
at 2.30 pm on **Wednesday, 22 May 2024**

PRESENT

Councillors: Julian Cooper (Chair), Michael Brooker (Vice-Chair), Lidia Arciszewska, Hugo Ashton, Andrew Beaney, Rachel Crouch, Phil Godfrey, Andy Goodwin, David Jackson, Nick Leverton, Dan Levy, Rosie Pearson, Rizvana Poole, Andrew Prosser, Mark Walker, Adrian Walsh and Alistair Wray.

**I Election of Chair**

The Chair of the Council, Councillor Elizabeth Poskitt, opened the meeting.

The Committee would be comprised of the following Members:

Councillor Julian Cooper;

Councillor Lidia Arciszewska;

Councillor David Jackson;

Councillor Adam Clements;

Councillor Hugo Ashton;

Councillor Andy Goodwin;

Councillor Phil Godfrey;

Councillor Alistair Wray;

Councillor David Melvin;

Councillor Steve Cosier;

Councillor Andrew Beaney;

Councillor Roger Faulkner;

Councillor Michele Mead;

Councillor Nick Leverton;

Councillor Adrian Walsh;

Councillor Sarah Veasey;

Councillor Mark Walker;

Councillor Geoff Saul;

Councillor Michael Brooker;

Councillor Rachel Crouch;

Councillor Joy Aitman;

Councillor Andrew Lyon;

Councillor Rosie Pearson;

Councillor Andrew Prosser.

## Development Control Committee

22/May2024

The Chair of the Council, Elizabeth Poskitt, requested nominations for the position of the Chair of the Development Control Committee for the municipal year of 2024/2025. Councillor Julian Cooper was nominated and the vote was carried.

Council **Resolved** to:

1. Appoint Councillor Julian Cooper to the position of Chair of the Development Control Committee for the municipal year of 2024/2025.

### 2 Appointment of Vice Chair

The Chair of the Development Control Committee, Councillor Julian Cooper, requested that the Vice Chair for Development Control Committee be nominated for the municipal year of 2024/2025. Councillor Mark Walker was nominated and the vote was carried.

Council **Resolved** to:

1. Appoint Councillor Mark Walker to the position of Vice Chair of the Development Control Committee for the municipal year of 2024/2025.

### 3 Apologies for Absence

Apologies for absence were received from Councillors Joy Aitman and Andrew Lyon.

### 4 Appointment of Sub Committees Lowlands and Uplands

The Chair of the Committee, Councillor Julian Cooper proposed that Council agree the appointment to the Uplands Area Planning Sub - Committee and it was unanimously agreed by Council.

The Development Control Committee **resolved** to:

1. Appoint the following Councillors to the Uplands Area Planning Sub - Committee:
  - Councillor Julian Cooper;
  - Councillor Lidia Arciszewska;
  - Councillor David Jackson;
  - Councillor Adam Clements;
  - Councillor Hugo Ashton;
  - Councillor Andrew Beaney;
  - Councillor Roger Faulkner;
  - Councillor Mark Walker;
  - Councillor Geoff Saul;
  - Councillor Rosie Pearson.

The Chair of the Committee, Councillor Julian Cooper proposed that Council agree the appointment to the Lowlands Area Planning Sub - Committee and it was unanimously agreed by Council.

The Development Control Committee **resolved** to:

2. Appoint the following Councillors to the Lowlands Area Planning Sub - Committee:
  - Councillor Andy Goodwin;
  - Councillor Phil Godfrey;
  - Councillor Alistair Wray;

Development Control Committee


22/May2024

- Councillor David Melvin;
- Councillor Steve Cosier;
- Councillor Michele Mead;
- Councillor Nick Leverton;
- Councillor Adrian Walsh;
- Councillor Sarah Veasey;
- Councillor Michael Booker;
- Councillor Rachel Crouch;
- Councillor Joy Aitman;
- Councillor Andrew Lyon;
- Councillor Andrew Posser.

The Meeting closed at 2.34 pm

CHAIRMAN

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 <p><b>WEST OXFORDSHIRE DISTRICT COUNCIL</b></p>	<p><b>WEST OXFORDSHIRE DISTRICT COUNCIL</b></p>
<p>Name and date of Committee</p>	<p><b>Development Control Committee – 24 February 2025</b></p>
<p>Subject</p>	<p><b>Botley West Solar Farm - Nationally Significant Infrastructure Project (NSIP) – Relevant Representation</b></p>
<p>Wards affected</p>	<p>All</p>
<p>Accountable member</p>	<p>Cllr. Julian Cooper - Chair of Development Control Committee          Email: <a href="mailto:julian.cooper@westoxon.gov.uk">julian.cooper@westoxon.gov.uk</a>          Cllr. Hugo Ashton Member for Planning and Sustainable Development          Email: <a href="mailto:hugo.ashton@westoxon.gov.uk">hugo.ashton@westoxon.gov.uk</a></p>
<p>Accountable officer</p>	<p>Andrew Thomson – Planning Policy Manager          Email: <a href="mailto:Andrew.thomson@westoxon.gov.uk">Andrew.thomson@westoxon.gov.uk</a>          Chris Hargraves – Head of Planning          Email: <a href="mailto:chris.hargraves@westoxon.gov.uk">chris.hargraves@westoxon.gov.uk</a></p>
<p>Report author</p>	<p>Andrew Thomson – Planning Policy Manager          Email: <a href="mailto:Andrew.thomson@westoxon.gov.uk">Andrew.thomson@westoxon.gov.uk</a></p>
<p>Summary/Purpose</p>	<p>The proposed Botley West Solar Farm is a Nationally Significant Infrastructure Project (“NSIP”) and, to be consented, it will require a Development Consent Order (“DCO”) from the Secretary of State for the Department for Energy Security and Net Zero.</p> <p>The Applicant intends to build a new solar energy generation station on three land parcels located within the administrative areas of Cherwell District Council, West Oxfordshire District Council, Vale of White Horse District Council and Oxfordshire County Council.</p> <p>The Botley West Solar Farm DCO application was accepted for examination on 13 December 2024. WODC were notified of the acceptance on 7 January 2025.</p> <p>In accordance with section 102(1)(C) of the Planning Act 2008 (PA 2008), West Oxfordshire District Council as a host authority, automatically</p>

	<p>qualifies as an 'interested party' for the purpose of the examination of the Botley West Solar Farm. In its capacity as an interested party WODC intends to submit a Relevant Representation in accordance with sections 56 and 102(4) of the Planning Act 2008.</p> <p>The Relevant Representation provides an opportunity to highlight areas of the application that the council agrees and disagrees with. It is an opportunity to identify the main issues and impacts of the proposal. The Relevant Representation is used by the examining authority to inform their initial assessment of the principal issues for examination.</p> <p>The purpose of the report is to explain the content of the council's Relevant Representation and to highlight the key issues that are relevant to the DCO application and that should be subject to detailed consideration through the Examination.</p>
Annexes	Annex A - Draft Relevant Representation
Recommendation(s)	<p>That Development Control Committee resolves to:</p> <ol style="list-style-type: none"> <li>1. Endorse the contents of the draft relevant representation</li> <li>2. Authorise officers to make amendments following meeting in consultation with the Executive Member for Planning and the Chair of Development Control Committee</li> <li>3. Agree submission of the consultation response by the consultation deadline.</li> </ol>
Corporate priorities	<ul style="list-style-type: none"> <li>• Putting Residents First</li> <li>• A Good Quality of Life for All</li> <li>• A Better Environment for People and Wildlife</li> <li>• Responding to the Climate and Ecological Emergency</li> </ul>
Key Decision	There is no decision to be made at this stage.
Exempt	NO
Consultees/ Consultation	<p>WODC landscape Officer  WODC Heritage and Conservation Officer  Flood Risk Manager  Senior Environmental Health Officer</p>



## **I. EXECUTIVE SUMMARY**

- I.1** Photovolt Development Partners, acting on behalf of SolarFive Ltd (“The Applicant”) seeks development consent, under the Planning Act 2008 (PA 2008), to construct, operate and maintain, and decommission a solar farm and associated infrastructure.
- I.2** The project is called Botley West Solar Farm (the “Project”), with the name derived from the location of the grid connection point. The Project will have an anticipated generation capacity of approximately 840 MW, providing secure and clean energy to the equivalent of approximately 330,000 homes.
- I.3** The Project extends from an area of land in the north, situated between the A4260 and the Dorn River Valley near Tackley and Wootton (Northern Site Area), through a central section, situated broadly between Bladon and Cassington (Central Site Area), and connecting to a section further south near to Farmoor Reservoir and north of Cumnor (Southern Site Area), where the Project will connect to the National Grid transmission network. The Project is located in parts of the administrative areas of West Oxfordshire District Council (WODC), Cherwell District Council (CDC) and Vale of White Horse District Council (VWHDC) and is within the county of Oxfordshire.
- I.4** West Oxfordshire District Council intends to make a Relevant Representation about the Botley West Solar Farm Development Consent Order (DCO) application in accordance with sections 56 and 102(4) of the Planning Act 2008.
- I.5** The Relevant Representation provides a summary of what West Oxfordshire District Council considers the main issues of proposal to be, and their impacts. The content of relevant representation will be used by the Examining Authority to help inform their initial assessment of principal issues for examination.
- I.6** WODC were notified about the acceptance of the application for a Development Consent Order (“DCO”) 7 January 2025. The deadline for the submission of the Relevant Representation is 27 February 2025.
- I.7** Officers have undertaken a review the application details including plans and drawings, the Environmental Statement and associated assessments and masterplan and draft Development Consent Order.
- I.8** WODC have concerns about the environmental impacts of the proposal and wish to bring these to the attention of the examining authority including;
  - Landscape character and visual impacts of the proposal
  - Impacts on the Green Belt
  - Impacts on historic environment and the setting of heritage assets,
  - Impacts on the setting of Blenheim Palace World heritage Site
  - Impacts on best and most versatile agricultural land
- I.9** WODC have made a number of suggestions as to how negative impacts of the proposal could be minimised through pre-application consultation including;

- Restriction of development in certain locations
- Focus of environmental enhancements in certain locations
- Opportunities for community benefits

1.10 WODC do not consider that all concerns and impacts identified through the pre-application consultation have been adequately addressed.

1.11 The relevant representation provides a summary of key issues identified with the proposal and its impacts. Although the council has not provided detailed comments on every theme covered in the Environmental Statement, the absence of comment should not be taken as WODC's agreement on those matters. The council will make a detailed assessment of local impacts through the preparation of a Local Impact Report at the Examination stage.

## 2. BACKGROUND

2.1 Photovolt Development Partners (PVDP) are proposing a new solar farm in the west of Oxfordshire called Botley West Solar Farm. It is proposed that Botley West Solar Farm could deliver 840 Megawatts (MW) of clean affordable power to the National Grid.

2.2 The proposed Botley West Solar Farm will connect into a new National Grid substation, to be built and located west of Botley, hence the name Botley West.

2.3 Proposals are for a site area of approximately 1,300 hectares, excluding connecting cable routes, within the administrative areas of West Oxfordshire, Cherwell and Vale of White Horse. Within the site, proposals are for installation of solar panels and other infrastructure on approximately 890 hectares, leaving areas for mitigation and enhancements for the local landscape, wildlife and recreational use.

2.4 The proposed solar farm falls within the definition of a 'nationally significant infrastructure project' (NSIP) under Section 14(1)(a) and 15(2) of the Planning Act 2008 ('the Act') as the construction of a generating station with a capacity of more than 50 MW.

2.5 As the proposed NSIP is located within West Oxfordshire, WODC is regarded as a host authority for the purpose of the Development Consent Order process.

2.6 The DCO process comprises six stages, with requirements for stakeholder engagement and assessment, as well as the preparation of supporting documentation at each stage.

2.7 Although West Oxfordshire District Council, as a host authority, is classed as both Interested Party and Statutory Party for the purpose of examination, we wish to submit a Relevant Representation, to ensure that the examining authority is aware of our views early in the process.

2.8 The proposed Relevant Representation is attached at Appendix I.

2.9 WODC will have further opportunities to respond to the proposals and provide detailed assessment of impacts at later stages of the DCO process including through the submission of a Local Impact Report and Written Representation.

## 3. ALTERNATIVE OPTIONS

3.1 The alternative option would be to not submit a relevant representation. As a host authority, WODC do not need to submit a relevant representation to be included as an interested party at examination. Not submitting a relevant representation would represent a missed opportunity to highlight issues to the examining authority.

#### **4. FINANCIAL IMPLICATIONS**

4.1 There is potential for a significant amount of officer time to be dedicated to engaging with the DCO process. Opportunities for a Planning Performance Agreement will be sought, where it is considered that officer engagement will impact the Council's ability to perform its statutory functions.

#### **5. LEGAL IMPLICATIONS**

5.1 The district council are a statutory consultee on these proposals and are not the decision making authority. It is considered that there are no legal implications relating to the report and proposed consultation response.

#### **6. RISK ASSESSMENT**

6.1 The district council are a statutory consultee on these proposals and are not the decision making authority. It is considered that there are no risks associated with the report and the proposed consultation response.

#### **7. EQUALITIES IMPACT**

7.1 It is considered that the Botley West Solar Farm proposal will not have any differential negative impact on any group, with protected characteristics, in West Oxfordshire.

#### **8. CLIMATE AND ECOLOGICAL EMERGENCIES IMPLICATIONS**

8.1 The Botley West Solar Farm proposal has the potential to generate significant amount of renewable energy, contributing to the decarbonisation of the National Grid and helping to achieve net zero carbon targets by 2050.

8.2 The scale and location of the proposal would likely result in significant impacts on biodiversity and natural capital.

8.3 There is potential for the proposal to result in both positive and negative impacts, both in terms of addressing the causes and mitigating the impacts of climate change.

#### **9. BACKGROUND PAPERS**

9.1 All documentation relation to the Botley West DCO application and examination is available via the a dedicated project page on the Planning Inspectorate website.

<https://national-infrastructure-consenting.planninginspectorate.gov.uk/projects/EN010147>

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# Planning and Strategic Housing

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## Draft Relevant Representation – Botley West Solar Farm EN010147

### Introduction

1. West Oxfordshire District Council (WODC) welcome the opportunity to make this relevant representation. There are a number of matters that WODC consider should be brought to the attention of the Examining Authority in determining the application for development consent, which will require detailed consideration through the examination process.
2. WODC support the development of renewable energy schemes in West Oxfordshire. The West Oxfordshire Local Plan 2031 supports the delivery of such schemes in accordance with a series of criteria based policies, ensuring that the need for renewable energy is balanced with the protection of the environment and the characteristics of the local area that make West Oxfordshire distinctive and special place.
3. WODC announced a climate and ecological emergency in 2019 and has identified measures required to achieve its goals of net zero carbon in the district by 2050 or earlier. A number of large scale, standalone renewable energy projects have been approved in the district in recent years in accordance with local policy.
4. It is within this context that this Relevant Representation is made.

### Development Plan context

5. The development plan for West Oxfordshire comprises the West Oxfordshire Local Plan 2031 (WOLP), emerging Area Action Plan for Salt Cross Garden Village, Cassington Neighbourhood Plan, Eynsham Neighbourhood Plan, Woodstock Neighbourhood Plan.
6. The WOLP sets the spatial strategy and strategic policies to deliver sustainable development in West Oxfordshire to 2031. The overall strategy of the WOLP 2031 is to direct the majority of development to the Main Service Centre, Rural Service Centres and villages of the district.
7. All development is expected to be of a proportionate and appropriate scale to its context having regard to the potential cumulative impact of development in the locality.
8. WODC supports in principle the development of renewable and low carbon energy developments in the district, provided they are located and designed to minimise any adverse impacts, with particular regard to conserving the District's high valued landscape and historic environment. In assessing proposals, the council has regard to the following local issues which will need to be considered and satisfactorily addressed:

- Impacts on landscape, biodiversity, historic environment, agricultural land, residential amenity, aviation activities, highway safety and fuel/energy security, including their cumulative and visual impacts;
  - Environmental enhancements, in addition to those required to mitigate and compensate any adverse impacts, will be sought, especially where they will contribute to Conservation Target Areas and Nature Improvement Areas;
  - potential benefits to host communities (including job creation and income generation).
9. Any proposals for a solar farm involving best and most versatile agricultural land would need to be justified by the most compelling evidence which demonstrates why poorer quality land has not been used in preference to best and most versatile agricultural land.
10. All these local issues are relevant to the consideration of the Botley West Solar Farm DCO application and West Oxfordshire District Council wishes to ensure that issues are considered in detail at examination.

#### **Environmental Statement**

11. The applicant has gone to significant lengths to assess the quality and condition of the host environment and to explain to the Examining Authority, the potential for significant effects to arise from the project.
12. The nature of the project including its siting, scale and design, ensures that there is potential for significant and widespread positive and negative impacts to arise over prolonged period.
13. WODC wish to ensure that such impacts are given due consideration through the examination and that consideration should extend to all matters covered by the applicant's Environmental Statement. Although the Council is satisfied that the Environmental Statement covers all matters that are relevant to the application for development consent, we don't agree with all the conclusions that the applicant draws in relation to the significance of impacts, particularly negative impacts arising from the scheme.
14. The applicant has not responded adequately to the concerns and suggestions made by the council through pre application consultation and it is considered by the Council, that there is still potential for significant harmful impacts to arise from the project. Although there have been some iterative design changes between pre-application consultation and submission of the DCO application, such changes to the design, layout and scale of the development do not address the Council's previously expressed concerns.
15. The main impacts that WODC wish to highlight are landscape and visual impacts, heritage impacts, loss of best and most versatile agricultural land, public rights of way and ecology. The absence of comment at this stage on any other topics should not be taken as WODC's agreement on those matters and we reserve the right to comment on those areas through the Local Impact Report and during the Examination.
16. WODC wish to emphasise that in considering the proposal, the project should not be considered as temporary when considering the significance of impacts. The applicant's assertion that the project is temporary and fully reversible has a bearing on the applicant's assessment, and this should be borne in mind, particularly when considering impacts on the Green Belt.
17. In addition, when considering the significance of impacts and whether moderate or less constitutes a significant impact in EIA terms, regard should be had to the accumulation of moderate negative impacts and whether these add up to a significant impact overall. A holistic

view should be taken as to the impacts over the whole scheme, rather than considering localised impacts in isolation. This is particularly relevant to the landscape and visual impacts from the Public Right of Way Network, where the applicant draws conclusions about impacts from specific viewpoints, but not necessarily in terms of moving through the landscape.

**Site selection, alternatives considered and existing baseline.**

18. National Policy Statements make it clear that applicants should provide a description of the reasonable alternatives studied, which are relevant to the proposed development and its specific characteristics, giving an indication of the main reasons for selecting the chosen option, including a comparison of the environmental effects. Applicants are obliged to include information about the reasonable alternatives they have studied in their Environmental Statement, including an indication of the main reasons for the choice, taking into account the environmental, social and economic effects and including, where relevant, technical and commercial feasibility.
19. The applicant describes the process of site selection including reasons for focusing on the South East, the identification of grid connection opportunities and the availability of land. Having been offered sufficient land to meet their initial requirement for 250Ha of land 15km from the proposed connection to the NGET substation, a decision was made to include a significantly larger area of land for the project, defined now as the northern, central and southern areas. An iterative design process was then undertaken to identify final scheme.
20. The applicant explains that the site has been selected on basis that planning and environmental constraints can be avoided or minimised, including impacts on landscape, heritage and cultural assets, that permanent adverse effects upon best and most versatile agricultural land can be avoided, that significant biodiversity gains can be secured and that the site is located beyond key landscape and environmental designations. The applicant makes reference to a high level constraints plan used to understand site sensitivities in planning and environmental terms, which provided an opportunity to identify mitigation measures, such as the planting of native species to enhance existing habitat and ability to enhance the landscape and provide screening for the project.
21. To this extent, West Oxfordshire District Council consider that the design and location of the proposal has been constraints led, rather than being shaped by an understanding and appreciation of the local topography and features of the landscape. The layout of the proposal avoids sites designated for their historic and ecological value and imposes buffer zones in an effort to protect the integrity and setting of important landscape, ecology and heritage features, but then seeks to maximise the extent of the development throughout the remaining landscape with little explanation of the iterative design approach beyond the narrow view of the mitigation hierarchy.
22. West Oxfordshire District Council consider the proposed location to be particularly sensitive due to the character and quality of landscape, the concentration of significant heritage assets, the value of soil resources and the presence of important ecological resources. There are opportunities to enhance landscape, ecology and heritage assets within the project area but it is not clear how an iterative design approach recognises such opportunities, other than where interventions are proposed to mitigate the visual impacts of the proposal and to screen it from view.
23. A significant proportion of the development site is located within the Oxford Green Belt. When considering any planning application affecting Green Belt land, the Secretary of State should ensure that substantial weight is given to any harm to the Green Belt when considering any application for development. The applicant indicates that harm caused by reason of

inappropriateness of the Project has been assessed and whilst the applicant identifies conflicts between the proposal and the purposes of the Green Belt, on balance these are considered by the applicant to be limited. Impact upon openness of the Green Belt has also been assessed, but the applicant considers the impacts are limited and reversible.

24. The fundamental aim of Green Belt policy is to prevent urban sprawl by keeping land permanently open – Any suggestion about the temporary nature of the scheme should be considered in this context. The proposed development is stated to be for a period of 37.5 years. This is a substantial length of time which during which the openness of the Green Belt would be compromised, thus undermining the permanence for a significant amount of time.
25. Applicant considers that on balance the harm to Green Belt is outweighed by the Very Special Circumstances (VSC) for the proposal, including the temporary nature of the development, the significant and necessary contribution to renewable energy targets, increased access to land within the Green Belt, careful landscape screening, and permanent and significant beneficial effects to the landscape and biodiversity net gain.

#### **Green Belt Very Special Circumstances (VSC)**

26. WODC questions the VSC case for development in the Green Belt. The applicant considers the development to be unrestricted, temporary and reversible and that such factors should be considered as part of the VSC for the solar farm development.
27. The Green Belt serves a number of purposes including to check the unrestricted sprawl of large built-up areas, to prevent neighbouring towns from merging into one another, to assist in safeguarding the countryside from encroachment, to preserve the setting and special character of historic towns and to assist in urban regeneration by encouraging the recycling of derelict and other urban land.
28. The Green Belt in West Oxfordshire performs an important role and performs effectively against the purposes of the Green Belt<sup>1</sup>
29. In addition, the Green Belt in West Oxfordshire provides a degree of policy protection for the outstanding universal value of the Blenheim Palace World Heritage Site. Previous consideration as to whether to impose a buffer for the Blenheim Palace WHS have been discounted due to the additional policy protection provided by the Oxford Green Belt.
30. Cumulative development within the setting of the Blenheim WHS has brought into focus once more whether a buffer should be imposed to protect the setting of the WHS. It is not clear whether the applicant has considered these implications in defining the VSC for Green Belt development<sup>2</sup>.
31. The effect upon the openness of Green Belt has been assessed by the applicant, concluding that whilst spatially the effect is large, the actual or perceived visual effects are limited, as a result of careful layout and design and the landscaping measures embedded as part of the Project. WODC do not agree with this conclusion. The proposed development will be perceived from multiple individual locations within the Green Belt as well as by anybody moving through the Green Belt via the transport or PROW network. There will be changes to the way in which the openness of the Green Belt is perceived pre and post development and this will also be affected by the proposed landscape mitigation measures, primarily comprised of screening, which will not only block views of the solar farm but also the wider countryside.

#### **Historic Environment**

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<sup>1</sup> [Introduce Oxford Green Belt Study by LUC](#)

<sup>2</sup> ICOMOS Technical Review and Historic England letter.



32. A core objective for planning in West Oxfordshire is to conserve and enhance the character and significance of West Oxfordshire's high quality natural, historic and cultural environment – including its geodiversity, landscape, biodiversity, heritage and arts – recognising and promoting their wider contribution to people's quality of life and social and economic well-being both within the District and beyond.
33. The project area is rich in cultural and heritage value with an array of heritage assets of varying significance distributed throughout the rural landscape. The rural landscape of the area contributes to the setting of these heritage assets. WODC have a duty to ensure that the significance of heritage assets is not affected by inappropriate development including within the setting of such assets.
34. The applicant's assessment of effects in relation to the historic environment confirms that no significant effects in respect of any aspect of the historic environment have been identified within the Environmental Statement. The effects on designated heritage assets, including the Blenheim Palace WHS, as a result of change within their setting have been assessed by the applicant as not significant. The effects on buried archaeological remains resulting from physical impacts have also been assessed by the applicant as being not significant. The cumulative effects assessment examined likely impacts on designated heritage assets as a result of change within their setting and the impacts on the character of the historic landscape. The applicant concludes that there are no significant cumulative effects from the Project alongside other projects/plans.
35. WODC question the validity of these conclusions and consider that the applicant has played down the likely significance of impacts arising from the proposed development.
36. NPS ENI states that in determining applications, the Secretary of State should seek to identify and assess the particular significance of any heritage asset that may be affected by the proposed development, including by development affecting the setting of a heritage asset (including assets whose setting may be affected by the proposed development)
37. WODC consider that the applicant has identified the relevant heritage assets within and in proximity to the scheme that could be impacted by the development. The applicant also adequately explains the significance of the heritage assets that could be impacted by the proposal.
38. Notwithstanding the conclusions that the applicant makes through their own assessment, it is the view of WODC that there are harmful impacts that are likely to arise from the project on heritage assets that are of international and national importance and that these impacts should be regarded as significant.
39. This includes the impact on the settings of the heritage assets including Blenheim Palace World Heritage Site, Grade I Listed Buildings at Church Hanborough and Cassington, Scheduled Monuments at Sansom's Platt and Bladon Heath, Conservation Areas at Church Hanborough and Bladon and buried archaeology throughout the site.
40. The maintenance of the Outstanding Universal Value of Blenheim Palace World Heritage Site and its setting is a key objective and therefore needs to be given due consideration through the examination of the solar farm proposals.
41. WODC sit on the Blenheim Palace World Heritage Site Steering Group and contributed to the preparation of the Blenheim Palace World Heritage Site Management Plan which was updated in 2017<sup>3</sup>. WODC identify the Blenheim Palace WHS Management Plan as a material consideration in assessing development proposals in West Oxfordshire. Regard should be had through Examination as to whether the proposal would affect the setting of the World Heritage Site,

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<sup>3</sup> <https://www.westoxon.gov.uk/media/b0rbyz1g/blenheim-whs-management-plan-2017.pdf>

particularly whether allowing development in the Green Belt would undermine the additional policy protection meant to conserve the setting of the Blenheim Palace WHS.

### **Landscape and Visual Impact Assessment**

42. The applicant's assessment of effects in relation to the landscape and visual impacts concludes that there are no significant adverse effects (either temporary and permanent) on the local landscape character arising from construction and operation of the Project. Twelve significant adverse temporary and permanent effects on the views experienced by users of public rights of way (PRoW) and road users have been identified, but these significant effects are for winter Year 1 only, i.e. before mitigation has been established. The applicant concludes that there are no significant effects once the mitigation matures. No residual significant effects, at summer Year 15, have been identified by the applicant.
43. The applicant considers that significant impacts identified at year 1 will be mitigated through the establishment of screen planting which will have been established by year 15. Although additional planting and vegetation cover is to be welcomed for the multiple benefits that they can deliver, consideration should be given to whether additional planting, proposed to screen the development and mitigate the landscape and visual impacts could result in detrimental changes to landscape and visual resources in proximity to the scheme.
44. WODC highlighted a number of areas through the PEIR consultation<sup>4</sup>, where the scale, extent and design of the proposed solar farm could be amended to reduce negative landscape and visual impacts of the proposal.
45. It is not clear when viewing the submitted proposals that comments at the PEIR stage have influenced the design of the proposal with regard to landscape impacts, although the applicant states in their Environmental Statement that the concerns were noted. These concerns therefore remain extant and the council considers that they should be considered further at examination.
46. The landscape character of the area proposed for development is attractive rural countryside that is sensitive to change. WODC considers that the proposed solar farm would result in a fundamental change to the landscape character of the area which would be contrary to our objectives for planning development in West Oxfordshire.
47. It is not clear from the submission documents how the project has been adjusted to take account of representations made at the PEIR stage and how ongoing assessment work since 2022 has influenced the design of the proposal, including where significant impacts have been identified.
48. WODC has previously identified parts of the proposal that should be excluded from the project in order to protect the landscape setting of villages and heritage assets and to reduce the landscape and visual impact of the proposals by responding to the local topography.
49. These suggestions are not repeated for this Relevant Representation, but the Examining Authority should have regard to pre-application consultation responses made by WODC and other stakeholders to understand the extent to which iterative design of the project has been undertaken in order to minimise impacts.
50. Further consideration of the constraints and opportunities and site topography in relation to the project area, should guide further revisions to the design and layout of the proposed

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<sup>4</sup> [EN010147-000374-EN010147 APP 6.3 - ES Chapter 8 - Landscape and Visual Impact Assessment.pdf](#) (Table 8.6)

development. Such revisions could result in a reduced scale of project, but would help to minimise the magnitude and significance of effects on a sensitive environment.

### **Ecology and Nature Conservation**

51. Where the development is subject to EIA, the applicant should ensure that the Environmental Statement clearly sets out any effects on internationally, nationally, and locally designated sites of ecological or geological conservation importance, on protected species and on habitats and other species identified as being of principal importance for the conservation of biodiversity, including irreplaceable habitats.
52. A core objective for planning in West Oxfordshire is to conserve and enhance the character and significance of West Oxfordshire's high quality natural, historic and cultural environment – including its geodiversity, landscape, biodiversity, heritage and arts – recognising and promoting their wider contribution to people's quality of life and social and economic well-being both within the District and beyond.
53. The applicant's assessment of effects in relation to ecology and nature conservation concludes that after the application of mitigation, the majority of potential impacts resulting from the Project on the majority of Important Ecological Features (IEFs) are considered not significant. This includes with respect to habitat loss, disturbance, habitat severance, pollution events, dust generation and the spread of Invasive Non-Native Species.
54. Significant adverse effects have been identified on the wintering bird assemblage as a result of habitat loss, primarily the loss of arable fields during construction. The applicant anticipates that the creation of new habitats during the Project will mitigate this to some extent during the operational period of the project.
55. The applicant predicts that the creation of new habitat within the Project will result in significant beneficial effects on a range of IEFs including national sites, local sites, hedgerows, water bodies, breeding birds, great crested newts, bats and dormice.
56. The Council welcomes the commitment to deliver Biodiversity Net Gain (BNG) above the minimum statutory requirement of 10% due to come into force in November 2025. The statutory biodiversity metric has been used to calculate the BNG outcome from the proposed development. However, this has only been calculated for area habitats and hedgerows, without taking account of the presence of watercourses within the site. As the red line boundary of the site encompasses a watercourse, to ensure compliance with the statutory biodiversity metric user guide, the watercourse module should be applied. Clarity is also needed as to whether a delay to habitat creation and enhancement works should be applied in the metric due to the construction period of two years.

#### *Breeding and overwintering birds*

57. Although the majority of farmland birds and other birds recorded breeding/foraging and overwintering on site will be effectively mitigated for as part of the enhancement proposals for the solar farm, including hedgerows, woodlands, scrub and tussocky grassland, the Council are concerned about the proposed mitigation for skylark and lapwing. There are both priority species and written into the NPPF Chapter 15.
58. The breeding bird assemblage identified within the project area is of county importance (Table 9.6.4 page 60 of the ES) and the Council therefore recommend that this should be given detailed consideration at examination to ensure that impacts on protected and priority species are avoided and adequately compensated.

59. The proposed development will result in significant loss of breeding territories for the local skylark population resulting in a landscape scale impact. The proposed skylark plots within the project area are to provide winter foraging habitat for skylarks rather than being used for breeding. Mitigation for loss of breeding habitat is proposed via the creation/enhancement of 36 hectares (ha) of meadow on land that is not being used for solar arrays due to their archaeological importance. However, this quantum of compensatory habitat is unlikely to be sufficient as it appears to be comprised of small, spread-out parcels of land across the project area. Skylarks are unlikely to use proposed skylark plots for breeding when surrounded by solar panels as they require long, unbroken sightlines and minimal perches for raptors (predators). The solar panels themselves will therefore reduce the desirability of the area for nesting skylark due to the perceived risk of predation. Post-construction monitoring of over 100 solar farms in England and Wales found no evidence of nesting skylarks (In Practice Issue 117, September 2022, Chartered Institute of Ecology and Environmental Management, CIEEM). The Council calculates that in order to compensate for the recorded 228 no. breeding territories identified through the applicant's assessment, the development will need to provide 114ha of suitable habitat (based on two skylark territories per ha). In the absence of further clarification and justification for the applicant's approach, proposed compensatory habitat would appear to be insufficient.
60. Measures to safeguard protected and priority species within the project area are essential but it is not clear whether specific measures or mitigations are included in the scheme to compensate for impacts on lapwing and nightingale habitat.
61. It is likely that a farmland bird compensation strategy will be required for the proposed development, which would need to consider the provision of off-site measures. This should be explored at Examination to ensure that the statutory and policy protections are being met.

*Wetland birds and aquatic invertebrates*

62. There has been no assessment of the potential effects during operation of the solar farm on wetland birds and aquatic invertebrates. The zone of influence of the impact assessment should take this into account due to the close proximity of several large waterbodies of value to birds in the local area, including Cassington Gravel Pits, Blenheim Lake and the Lower Windrush Valley Project Area. An understanding of the use of the wider landscape by wetland birds and aquatic invertebrates is needed to assess how the solar panels might influence the behaviour of these species and consequent impacts on their populations through mortality or reduced breeding success. Evidence suggests that the polarised light of solar panels can be confused by these species for open water, for example, resulting in dragonflies laying eggs on them. The size and density of the proposed solar farm project is such that this could result in a significant effect on local populations.

*Bats*

63. The bat survey concluded that the assemblage of bats present at the site is at least of national importance, due to the presence of two Annex II species – Bechstein's and Barbastelle bats, which are using woodlands adjacent to the site for roosting, including maternity colonies. The mosaic of habitats within the site are also considered to have at least national importance for bats, including for foraging and commuting.
64. However, the Environmental Statement concludes that the impact on the local bat population will be negligible due to the retention of the majority of the landscape features that the bats are using for foraging, commuting and roosting, and the protection of these with buffers. However, there is limited information regarding proposed avoidance or mitigation measures for bats.

65. In particular, although there is mention of the provision of a suitable buffer to protect all important bat flightlines as a key commitment (ref. 9.20), these are not shown on the Masterplan or in any other documentation, including the CoCoP, Outline Operation Management Plan and Outline Landscape and Ecology Management Plan submitted with the application.
66. The conclusion in the Environmental Statement that 5 metre gaps to be created in hedgerows are unlikely to cause changes to commuting routes and foraging habitats is unjustified as no information has been provided with regard to which hedgerows are important bat flightlines. This conclusion is therefore unsupported.

*Otter and Water Vole*

67. The Environmental Statement indicates that it is assumed that otters and water voles forage and commute within the project site, and that there may be otter holts (or laying up sites) along the river, but no surveys have been carried out to confirm this. It is recognised that there could be short term disturbance to otters due to noise and vibration during construction, and the impact assessment would be better informed if it were understood whether there were any holts present along the river within the site. This is equally applicable to the potential for water voles to be present on the river (the Environmental Statement takes the approach that this species is adequately covered in the assessment of impacts to watercourses). This is particularly relevant to any crossings over watercourses within the site but could also apply to the installation of solar panels near watercourses (not just the main river).

*Great crested newts*

68. The ES ecology chapter appears to keep the licensing option for great crested newts open and refers to both a great crested newt mitigation licence and the District Licensing Scheme (administered by NatureSpace). However, Section 8.3.1 in the Outline LEMP states that a Natural England mitigation licence will be obtained for the site, so no off-site compensation would be possible. It is unclear why the District Licensing option has been discounted.
69. If the District Licensing Scheme is not used, then we would consider this a significant missed opportunity for landscape-scale conservation for this species if all habitat works are carried out on site only (via the standard mitigation licence approach).
70. Use of the District Licensing Scheme can be secured via the appropriate wording from the standard planning conditions and translated into planning requirements within the DCO. The Council recommends that NatureSpace should be consulted for their comments to inform the Examination to understand the details of the likely impacts to this species.
71. The closest ponds are located 20m (P83) and 30m (P64) of the site boundary and the nearest great crested newt population through surveys was P19, 130m from the site. Although the majority of suitable habitat will be retained, apart from small sections of hedgerow spread across the site for vehicular access, there would be temporary disturbance and loss of terrestrial habitat as a result of the proposed development.
72. The council notes the negative eDNA result from the ponds at City Farm where great crested newts were previously recorded (for the Salt Cross Garden Village outline planning application) and that ponds with a 'below average' or lower score in the HSI assessment were not subject to an eDNA survey. Negative eDNA survey results from a single survey are not sufficient to prove absence, several years' worth of negative eDNA results are needed in line with Natural England guidelines (for licence applications) and the species does occur in below average suitability ponds. The HSI assessment is not intended to be a marker for which ponds are likely to contain newts or not.

73. The Outline LEMP refers to a detailed LEMP being produced by condition as part of the DCO. The Council recommends that this should be for lifetime of the development and include monitoring for BNG.
74. The guidance in EN-I 5.4.44 indicates that any habitat creation or enhancement delivered for compensation or Biodiversity Net Gain would be maintained for a minimum of 30 years, or for the lifetime of the project, whichever is longer. The oLEMP mentions monitoring for 30 years, but elsewhere references monitoring for the lifetime of the project. Clarification and correction of the documents is therefore suggested to provide certainty that management and monitoring will be undertaken for the lifetime of the development as a minimum. The Council would also encourage the ongoing management of habitats created/enhanced as compensation and for Biodiversity Net Gain to extend beyond the lifetime of the project.
75. The Outline LEMP lists the inclusion of “bee hives” in (see section 9.12 of Table 9.8.1 on page 71 of the ES ecology chapter), however, we are unconvinced that it would be appropriate as it would increase competition with native bumblebees and other pollinating insects. Depending on the number of bee hives, it might be possible to locate these in areas of wildflower-rich habitat to ensure a lower level of competition with native bees. Further clarity is required on this part of the proposals.
76. It is the intention as set out in the oLEMP for multiple LEMPs to be produced for the different zones within the site, and for these to be approved by the District Councils before commencement. This presents an issue in terms of oversight of the whole project and who will be responsible for monitoring the implementation of the LEMPs. What is the mechanism for ensuring that the District Councils are adequately resourced and funded to do this? And what mechanisms exist for the District Councils to take enforcement action in case of non-compliance?

*Link to the Local Nature Recovery Strategy for Oxfordshire*

77. The aim of the proposed development is to create a landscape-scale wetland corridor along the River Evenlode, which is welcomed by the Council, and this aligns with the priorities and mapping in the emerging Local Nature Recovery Strategy for Oxfordshire. However, there the enhanced connectivity for other habitats, notably ancient woodlands, is not given the same weight. Hedgerow planting is planned to provide connectivity between Tackley Wood and the Blenheim Estate, and Bladon Heath and Burley Woods. While this is welcomed in principle, the current proposals only integrate the minimum 15 metre buffer to these ancient woodlands, and this would seem to be a missed opportunity to allow for woodland expansion in future. The woodlands would effectively become surrounded by solar panels for 42 years and therefore restrict the ability of any future woodland restoration plans. The Council recommends that the potential for wood pasture and natural woodland regeneration in the area is explored further to provide greater woodland connectivity, aligning with the mapped measures in the emerging LNRS and supporting the important bat populations that have been found to use these woodlands.

### **Hydrology and Flood Risk**

78. The applicant’s assessment identifies potential impacts of increased flood risk, contamination of surface waters and damage to field drainage, water supply and drainage infrastructure during construction, operation and decommissioning of the Project. Taking into account mitigation measures, they consider that no likely significant effects are anticipated to occur with respect to hydrology and flood risk during the construction, operation or decommissioning phases.

79. West Oxfordshire District Council highlighted the potential for surface water impacts arising from the proposal to the north of Cassington through the pre-application consultation response.
80. The applicant has undertaken modelling to assess potential for surface water impacts in this location and has proposed measures to mitigate the impact of the proposal and to provide betterment in relation to existing surface water conditions. These measures include the provision of SUDS, ditch maintenance and bunds to the north of Cassington.
81. The council supports measures that would address existing issues of surface water flooding at Cassington.

#### **Noise and vibration**

82. The applicant's assessment for the construction phase has found that the magnitude of the impact is low for all noise and vibration impacts, when assessed at the nearby sensitive receptors, and with the embedded mitigation measures implemented. With the measures adopted as part of the Project in place, the impacts result in an effect of minor adverse significance.
83. The applicant's operational phase assessment has found that the magnitude of the impact is low for all noise impacts, when assessed at the nearby sensitive receptors, and with the embedded mitigation measures implemented. With the measures adopted as part of the Project in place, the impacts result in an effect of minor adverse significance,
84. The applicant's decommissioning phase assessment has found that the magnitude of the impact is low for all noise and vibration impacts, when assessed at the nearby sensitive receptors, and with the embedded mitigation measures implemented. With the measures adopted as part of the Project in place, the impacts result in an effect of minor adverse significance.
85. Cumulative effects from noise and vibration were assessed and are predicted to result in effects of minor adverse significance (not significant in EIA terms) upon noise and vibration sensitive receptors within the study area.
86. WODC highlighted concerns at pre-application consultation about the volume and frequency of noise generated by power converter stations, due to the number of units (156) and the sound power level (96 Lw, dB(A)) The council consider that there would be likely significant detrimental impacts on human health, amenity use of the countryside, tranquillity of the countryside and wildlife over a wide area as a result of the noise impacts of project infrastructure.
87. The applicant's noise and vibration assessment primarily covers the impacts on sensitive receptors which is limited to residential dwellings within and on the edge of the site. Consideration should be given to the noise impacts of the proposed solar farm and associated infrastructure on the wider countryside, users of the public rights of way network, wildlife and the tranquillity of the landscape.

#### **Agricultural land use**

88. Applicants should seek to minimise impacts on the best and most versatile agricultural land (defined as land in grades 1, 2 and 3a of the Agricultural Land Classification) and preferably use land in areas of poorer quality (grades 3b, 4 and 5).
89. The Secretary of State should ensure that applicants do not site their scheme on the best and most versatile agricultural land without justification. Where schemes are to be sited on best and most versatile agricultural land, the Secretary of State should take into account the economic


and other benefits of that land. Where development of agricultural land is demonstrated to be necessary, areas of poorer quality land should be preferred to those of a higher quality.

90. The applicant has scoped out the assessment of temporary and permanent loss of best and most versatile land during operation and maintenance of the Project. The applicant suggests that there would be no works during the operation and maintenance phase of the Project that would result in the temporary or permanent loss of best and most versatile land. In addition, they propose that soils located below the solar panels will be retained and made available for grazing during operation of the Project. On this basis, they argue that the temporary and permanent loss of best and most versatile land during operation and maintenance of the Project is unlikely to result in likely significant effects and has been scoped out the assessment in this Chapter of the ES.
91. The applicant's mapping submitted in support of the application indicates significant coverage of Best and Most Versatile across the project area. It is not clear that the proposed design, layout or scale of the project has been shaped by the presence of Best and Most Versatile Agricultural Land.
92. A key policy objective for West Oxfordshire is to protect and conserve soil resources and this includes Best and Most Versatile Agricultural Land. Our response to the PEIR consultation identified areas of land that could be removed from the project to avoid multiple harms including landscape, heritage and BMV. The design of the scheme has not responded to these comments

#### **Draft Development Consent Order**

93. West Oxfordshire District Council will provide detailed comments on the draft DCO covering the scope of the authorised development, the schedule and drafting of requirements.
94. WODC expect their views on the drafting and approvals process for DCO requirements to be given significant weight in their role of ensuring that the impacts upon our local environment and communities are minimised, and as an approving and enforcement authority.
95. WODC look forward to engaging positively in the examination of the Botley West Solar Farm project. The council intends to submit a detailed assessment of the local impacts of the proposal against the relevant policy framework, which will be reported within the Local Impact Report (LIR) and through Written Representations as necessary.
96. WODC consider at this stage that the proposal for the Botley West Solar Farm would result in a wide range of detrimental impacts weighing against the suitability of the proposals in the planning balance.



 <p><b>WEST OXFORDSHIRE DISTRICT COUNCIL</b></p>	<p><b>WEST OXFORDSHIRE DISTRICT COUNCIL</b></p>
<p>Name and date of Committee</p>	<p><b>Development Control Committee- 24 February 2025</b></p>
<p>Subject</p>	<p><b>Request to enter into a legal agreement in respect of the creation of a habitat bank at Pudlicote Farm Chipping Norton and thereafter to extend delegation as applicable to other such similar cases.</b></p>
<p>Wards affected</p>	<p>All</p>
<p>Accountable member</p>	<p>Cllr Hugo Ashton, Executive Member for Planning Email: <a href="mailto:hugo.ashton@westoxon.gov.uk">hugo.ashton@westoxon.gov.uk</a></p>
<p>Accountable officer</p>	<p>Andrea McCaskie, Director of Governance Email: <a href="mailto:andrea.mccaskie@westoxon.gov.uk">andrea.mccaskie@westoxon.gov.uk</a></p>
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<p>Summary/Purpose</p>	<p>As part of the new statutory Biodiversity Net Gain (BNG) process government introduced in February 2024, one of the mechanisms whereby developers can provide the required biodiversity uplift is through payment of funds to a “habitat bank”.</p> <p>Off-site BNG is acceptable if the developer can demonstrate that they have considered all onsite options in line with the biodiversity hierarchy, which is considered as part of the development management process. A habitat bank provides habitat creation and enhancements and the landowner/organisation can register the biodiversity units generated from these with Natural England for sale to developers. Natural England administers the National Gain Sites Register, which was set up to oversee the buying and selling of biodiversity units, and the allocation of these to specific developments. Before a habitat bank supplier can register their units, they must have a legal agreement in place either with the local</p>

	<p>planning authority (through a S106 agreement) or a Responsible Body (via a Conservation Covenant). The legal agreement secures the delivery of the habitat creation and enhancement works and the 30-year management and monitoring of those habitats.</p> <p>In that it is desirable to ensure that BNG habitat creation and enhancement is delivered locally and as close to the development site as possible, officers have been negotiating with several local landowners to create such Habitat Banks within West Oxfordshire. This includes a S106 agreement with the landowner at Pudlicote Farm near Chipping Norton in the Evenlode Catchment. The S106 agreement for this habitat bank has reached a stage where it is ready to be signed by the council.</p> <p>An issue that has arisen is that, as currently framed, the scheme of delegation only allows (under clause PDM 4 f) for delegation of <i>“Applications which involve the proposed variation or discharge of a section 106 deed that materially differs from the Council’s standard models or departs from the reasons for the original imposition of the obligation”</i>. Thus, the delegation only applies in relation to planning applications and not as a standalone for this type of purpose. As such the consent of this committee is needed before this proposed agreement can be entered into. In parallel with seeking specific agreement in this case, it is recommended that delegated authority is given to the Head of Planning to complete other such agreements as may be required to enable local habitat banks to be created in the future.</p>
Annexes	<p>A: Engrossed version of the Section 106 agreement for Pudlicote Farm Habitat Bank</p> <p>B: 30-year Habitat Management and Monitoring Plan for Pudlicote Farm Habitat Bank</p>
Recommendation(s)	<p>That Development Control Committee resolves to:</p> <ol style="list-style-type: none"> <li>1. Authorise the Head of Planning to enter into the agreement in respect of the proposed Pudlicote Farm Habitat Bank; and</li> <li>2. Authorise the Head of Planning in consultation with the Head of Legal to complete other such agreements as may be required to enable local habitat banks to be created.</li> </ol>
Corporate priorities	<ul style="list-style-type: none"> <li>• Putting Residents First</li> <li>• A Good Quality of Life for All</li> </ul>

	<ul style="list-style-type: none"> <li>• A Better Environment for People and Wildlife</li> <li>• Working Together for West Oxfordshire</li> </ul>
Key Decision	No
Exempt	No
Consultees/ Consultation	There has been no external consultation, apart from the landowner, his legal representative and the Trust for Oxfordshire's Environment who are also involved with the site.

## **1. EXECUTIVE SUMMARY**

- 1.1** This report seeks authority to complete a piece of work that is in hand to secure delivery of a local habitat bank, but where the scheme of delegation does not, as framed, allow this to be undertaken using delegated powers. Secondly, it seeks to formalise the arrangement so that future such agreements do not need to come before Members to avoid delay, cost, putting landowners off delivering such habitat banks and a poor use of Members' time.

## **2. BACKGROUND**

- 2.1** Habitat banks are one of the mechanisms whereby a developer can pay monies to a third party to secure off-site biodiversity units that assist in meeting their BNG requirements to deliver a net gain when sites are developed. The legislation was enacted before there was a viable range of offsite opportunities in place and Officers have been working with a variety of local landowners to explore the benefits of their land being managed for ecological purposes, thereby securing ecological enhancement and delivering an income to the landowner.
- 2.2** As with most planning matters, the provisions of section 106 of the (Planning) Act have been deemed to be the most appropriate legislation to ensure that sites are laid out, managed, monitored, remediated if damaged etc and a final draft agreement has been agreed with a landowner at Pudlicote Farm near Chipping Norton. However, the scheme of delegation is such that Officers do not have the authority to complete the agreement, the power for which is vested in this committee.
- 2.3** This report seeks authority to complete the agreement and suggests a longer-term approach such that other such agreements in train are not similarly delayed.

## **3. MAIN POINTS**

### **4. The Pudlicote Farm Agreement**

- 4.1** This S106 agreement has been worked up over an extended period with a landowner who appears to have a genuine interest in promoting nature recovery. It would be the first such agreement in WODC and would offer the prospect of the significant developments that are in train and proposed in the coming months and years to have their off-site BNG delivered locally (within the District) rather than exported to other sites. As such it would contribute towards nature recovery within West Oxfordshire.
- 4.2** Additionally, once one such an agreement is in place it can act as a model/exemplar for other such agreements and so hopefully will have a knock-on effect, which will add further to the nature benefits for the area. It may also be that other LPA who are not so advanced in their preparation of such agreements may export their offsetting to WODC, which would be a further ecological benefit to this area.
- 4.3** The draft agreement (engrossed version) is set out as Appendix A and Members are asked to agree that Officers can proceed to complete it.

- 4.4 A copy of the Habitat Management and Monitoring Plan, which is referred to within the S106 agreement is also provided in Appendix B to provide information on what habitats are being delivered at Pudlicote Farm for additional information.
- 4.5 It should be noted that there is an existing habitat bank on the Cornwell Estate which has been set up via Conservation Covenant by the Environment Bank. This effectively means that WODC is not involved in the process as it is overseen by a “Responsible Body” recognised by Natural England and Defra for this purpose. The Environment Bank have been liaising with officers and have agreed to keep WODC informed of progress with this habitat bank, but there is no statutory expectation for them to do so.
- 4.6 The next nearest habitat bank is at Duxford Old River on the other side of the River Thames from Chimney Meadows Nature Reserve, which is being delivered by the Wildlife Trust via a S106 agreement with the Vale of White Horse District Council.
- 4.7 The S106 agreement for Pudlicote Farm has followed the lessons learned from previous such agreements, including for Duxford, and the model template produced by the Planning Advisory Service in 2024.
- 4.8 Further delegation
- 4.9 Furthermore, there are other such agreements in negotiation. Officers are seeking delegation to complete other such broadly similar agreements. In so doing it would encourage other landowners to bring land forward, save bureaucracy and cost, and mean Members were not asked to attend ad hoc DC meetings merely to “rubber stamp” what is hopefully seen as a very positive outcome for all parties.

## 5. ALTERNATIVE OPTIONS

- 5.1 Members could decide not to agree the s106 and not to extend the delegation, but this would be to miss an opportunity to promote nature recovery and would add costs and delay to the process.

## 6. FINANCIAL IMPLICATIONS

- 7. The costs of the s106 are borne by the landowner with WODC legal and monitoring costs covered in full.

## 8. LEGAL IMPLICATIONS

- 8.1 None

## 9. RISK ASSESSMENT

- 9.1 None

## 10. EQUALITIES IMPACT

- 10.1 Under equality legislation, the Council has a legal duty to pay ‘due regard’ to the need to eliminate discrimination and promote equality in relation to:

- Race
- Disability
- Gender, including gender reassignment
- Age
- Sexual Orientation
- Pregnancy and maternity
- Religion or belief

**10.2** The Council also has a duty to foster good relations, and to consider the impact of its decisions on human rights. The law requires that this duty to pay ‘due regard’ is demonstrated in the decision-making process. The key issue engaged as a result of these recommendations is whether the increase in efficiency and certainty that come alongside the earlier delivery of BNG habitat banks comes with an undue cost to democratic input and oversight, but as the full wording of such s106 planning agreements is usually vested in Officers to decide this is not considered problematic in this instance.

## **11. CLIMATE AND ECOLOGICAL EMERGENCIES IMPLICATIONS**

**11.1** Delivery of habitat banks locally will significantly enhance the biodiversity of West Oxfordshire and contribute towards some of the priorities in the emerging Local Nature Recovery Strategy (LNRS).

## **12. BACKGROUND PAPERS**

**12.1** None  
(END)

WEST OXFORDSHIRE DISTRICT COUNCIL

Planning Obligation by Deed of Agreement under Section 106 of the Town and Country  
Planning Act 1990

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**WEST OXFORDSHIRE DISTRICT COUNCIL**

**and**

**PUDLICOTE FARM LIMITED**

**Relating to Land at Pudlicote Farm, Chipping Norton, Oxfordshire, OX7 3HX**

**West Oxfordshire District**

Planning Obligation by Deed of Agreement  
under Section 106 of the Town and Country Planning Act 1990  
relating to land at Pudlicote, West Oxfordshire District

Dated

2025



## TABLE OF CONTENTS

1.	DEFINITIONS .....	4
2.	CONSTRUCTION OF THIS DEED .....	7
3.	LEGAL BASIS.....	7
<b>4.</b>	<b>THE OWNER'S COVENANTS .....</b>	<b>8</b>
5.	THE COUNCIL'S COVENANTS .....	8
6.	AMENDMENTS TO THE HABITAT MANAGEMENT AND MONITORING PLAN .....	8
7.	MISCELLANEOUS .....	9
8.	WAIVER.....	9
9.	CHANGE IN OWNERSHIP.....	10
10.	INTEREST .....	10
<b>11.</b>	<b>NOTICES .....</b>	<b>10</b>
12.	DISPUTE RESOLUTION .....	10
13.	TERMINATION .....	11
14.	BREACH PROVISIONS.....	12
	THE FIRST SCHEDULE Owner's Covenants with the Council .....	14
	THE SECOND SCHEDULE Council's Covenants .....	18
	APPENDIX A HABITAT MANAGEMENT AND MONITORING PLAN .....	19

DATE

2025

PARTIES:

- (1) **WEST OXFORDSHIRE DISTRICT COUNCIL of Council Offices, Woodgreen, Witney, OX28 1NB**, in the County of Oxfordshire (“**Council**”);
- (2) **PUDLICOTE FARM LIMITED (company number 02549385), Pudlicote Farm, Chipping Norton, Oxfordshire, OX7 3HX** (“**Owner**”);

hereinafter referred to as “**the Parties**”

## **INTRODUCTION**

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Habitat Site is situated.
- (B) The Owner is the freehold owner of the Habitat Site.
- (C) The Parties have agreed to enter into this Deed in order to secure the provision management and maintenance of Biodiversity Units on the Habitat Site as set out in the planning obligations contained in this Deed, having regard to the provisions of the Council’s respective development plan the NPPF and the Environment Act 2021 and Schedule 7A of the 1990 Act.
- (D) The Council enters into this Deed pursuant to an exercise of delegated authority by the Senior Officer for Planning.
- (E) The Parties to this Deed have given due consideration to the provisions of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) (to the extent relevant to the obligations in this Agreement) and the advice set out at paragraphs 56 and 57 of the NPPF.

## **NOW THIS DEED WITNESSES AS FOLLOWS:**

### **1. DEFINITIONS**

For the purposes of this Deed the following expressions shall have the following meanings

#### **Expression**

#### **Meaning**

“1990 Act”

the Town and Country Planning Act 1990 (as amended)

“Biodiversity Gain Site”	land as defined by section 100 of the Environment Act 2021 where works are required for the purpose of habitat enhancement which enhancement is required to be maintained for at least thirty years after the completion of those works
“Biodiversity Gain Site Register”	the register of Biodiversity Gain established and maintained by Natural England or any other equivalent register or authority register in place from time to time
“Statutory Biodiversity Metric Tool”	the mechanism with reference to biodiversity metric 4.0 approved by DEFRA current at the date of this Deed to quantify impacts on biodiversity that allows a Biodiversity loss and/or a Biodiversity gain affecting different habitats to be compared and ensures the biodiversity offsetting proposed is sufficient to compensate for any residual losses of biodiversity or provide the required biodiversity net gain for any development scheme or any other such metric updated from time to time
“Statutory Biodiversity Metric User Guide”	the Statutory Biodiversity Metric user guide dated February 2024 published by the Government or any replacement guide issued by the Government thereafter
“Biodiversity Unit”	a unit (or part thereof) used to describe relative biodiversity value, as calculated by the Statutory Biodiversity Metric Tool or any replacement metric issued by DEFRA and expressed as an Area Habitat Biodiversity Unit (AHBU)

	[habitats recorded in the metric tool in area (hectares)], Hedgerow Biodiversity Unit (HBU) [linear hedgerows recorded in length (kilometres)] and/or Watercourse Biodiversity Unit (WBU) [habitats recorded in the biodiversity metric according to length (kilometres)]
“Biodiversity Unit Cost”	the cost in pounds sterling of a Biodiversity Unit when Sold or Transferred
“Bundling”	the Sale or Transfer of a single Biodiversity Unit which also incorporates other environmental benefits either explicitly or implicitly together with the Biodiversity Unit as referred to in and where permitted by the Nature Markets Publication
“CIEEM”	the Chartered Institute of Ecology and Environmental Management or its successor in function
“Competent”	holding a minimum of Membership of CIEEM or a cognate body with a professional code of conduct and/or in line with definitions provided by the British Standard on Biodiversity Net Gain (8683:2021) and any relevant Natural England or DEFRA Guidance
“DEFRA”	the Department for Environment, Food and Rural Affairs or any successor body
“Double Counting”	the Sale or Transfer of the same Biodiversity Unit more than once as the basis for duplicated claims of

Biodiversity Gain as referred to in the Nature Markets Publication

“Expert”

an independent and professionally qualified expert with not less than five years relevant experience in the field of the matter in dispute who has been appointed pursuant to clause 15 of this Deed. For the avoidance of doubt any expert on ecology matters shall be a member of CIEEM

“Financial Update Report - Owner”

a written report by the Owner to the Council to demonstrate its continuing ability to cover the full costs of compliance with the requirements of the Habitat Management and Monitoring Plan on the Habitat Site for the remainder of its duration

“Force Majeure Event”

a circumstance not within the control of the Owner comprising (but not limited to) (a) an act of God such as a drought, flood, or other natural disaster, including those resulting from climate change; (b) appearance on the Habitat Site of an invasive or nuisance species (singular or plural); (c) epidemic or pandemic; (d) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo or breaking off of diplomatic relations; (e) nuclear, chemical or biological contamination; (f) plant disease; (g) epizootic or (h) compulsory purchase.

“Habitat Creation and Enhancement Works”	The initial capital works required to implement the creation and enhancement of the habitats at the Habitat Site as set out in the Habitat Management and Monitoring Plan
“Habitat Creation and Enhancement Works Completion Date”	the date on which the Owner has completed the Habitat Creation and Enhancement Works (i.e. initial capital works only) in accordance with the Habitat Management and Monitoring Plan and as agreed between the parties
“Habitat Maintenance Works”	the ongoing maintenance works as detailed in the Habitat Management and Monitoring Plan and which are required to be undertaken by the Owner at the Habitat Site in order to comply with the Habitat Management and Monitoring Plan
“Habitat Maintenance Works Commencement Date”	the commencement date of the Habitat Maintenance Works at the Habitat Site in accordance with the Habitat Management and Monitoring Plan and which shall be the same date as the Habitat Creation and Enhancement Works Completion Date
“Habitat Management and Monitoring Plan”	the plan for the Habitat Site which includes a programme for its management, maintenance and monitoring for thirty (30) years from the Commencement Date; a plan showing the number of Biodiversity Units and location of the parcel of land to which the Biodiversity Units can be attributed; and the methodology and format of Habitat Monitoring Reports to be provided to the Council together with access and inspection arrangements to facilitate such monitoring; which plan has been submitted to and

approved in writing by the Council and is appended hereto as at Appendix A and amended as provided for in clause 7

“Habitat Monitoring Report”

the written report to be provided on the dates set out in the Habitat Management and Monitoring Plan, which sets out (a) the results of a review of the operation and effectiveness of the Habitat Management and Monitoring Plan since the previous Habitat Monitoring Report; and (b) any remedies or measures that are required to be implemented to meet the requirements of the Habitat Management and Monitoring Plan; using the monitoring strategy and methods set out in the Habitat Management and Monitoring Plan (as provided for in Schedule 1 paragraph 9)

“Habitat Site”

the land at Pudlicote Farm, Chipping Norton, Oxfordshire, OX7 3HX and registered at HM Land Registry under title number ON324422 respectively against which this Deed may be enforced and which is shown edged red on Plan 1 and which comprises a Biodiversity Gain Site approved by the Council for the provision of Biodiversity Units in connection with development granted planning permission by the Council or other local planning authority subject to a condition to secure the biodiversity gain objective in accordance with Section 90A and Schedule 7A of the 1990 Act

“Habitat Site Manager”	means a competent organisation, company or individual appointed or to be appointed by the Owner in respect of the Habitat Site who will have responsibility for the implementation, management and maintenance of the Habitat Management and Monitoring Plan
“Area Habitat Biodiversity Unit (AHBU)”	a Biodiversity Unit that relates to area habitats (which may include: woodland, grassland, wetland, coastal, intertidal or other habitat types) as defined by the Statutory Biodiversity Metric User Guide (area of habitat measured in hectares)
“Hedgerow Biodiversity Unit (HBU)”	a Biodiversity Unit that relates to ‘hedgerows and lines of trees’ as linear habitats defined by the Biodiversity Metric User Guide (length of habitat measured in kilometres)
“Index Linked”	where specifically stated for the purposes of a particular financial contribution under this Deed means adjusted in accordance with any increase in the Consumer Prices Index (“CPI”) (or in the case that the CPI no longer exists during any period such index which replaces the same or is the nearest equivalent thereto as the Council shall reasonably nominate taking into account any official reconciliation of changes in its basis of calculation) by multiplying in each case the payment due by a fraction whose denominator shall be the last CPI monthly figure published before the date of this Deed and whose



	numerator shall be the last published CPI monthly figure available before the date on which payment is made
"Interest"	interest at 4 per cent above the base lending rate of Barclays Bank Plc from time to time (calculated on a daily basis from the date on which it fell due until the actual date of payment)
"Legal Additionality Test"	the requirement that a Biodiversity Unit is not provided to meet an existing regulatory obligation on the part of the Owner as referred to in the Nature Markets Publication
"Management Plan Monitoring Fee"	the sum of £11,902 (eleven thousand nine hundred and two pounds) Index Linked payable by the Owner to the Council as a contribution towards the Council's costs of monitoring compliance with and funding for the Habitat Management and Monitoring Plan and reviewing Habitat Monitoring Reports
"Nature Markets Publication"	the publication entitled "Nature markets: A framework for scaling up private investment in nature recovery and sustainable farming" published by HM Government in March 2023 or such other document that supersedes or replaces it specific to biodiversity net gain by the Government
"NPPF"	the National Planning Policy Framework published December 2024 or such policy document as supersedes or replaces it
"Parties"	the parties to this Deed and the word "Party" shall mean any one of them

“Plan 1”	the plan attached to this Deed and marked Plan 1
“Watercourse Biodiversity Unit (WBU)”	a Biodiversity Unit that relates to watercourse habitats as defined by the Statutory Biodiversity Metric User Guide ((length of habitat measured in kilometres)
"S106 Monitoring Officer"	the Council's S106 Monitoring Officer for the time being or their successor post or any other officer to whom they delegate their S106 monitoring functions
“S106 BNG Set Up Fee”	£1,100 (one thousand one hundred pounds) plus VAT
“Sale”/“Sold”	the exchange of any Biodiversity Unit or part thereof to a third party for a monetary value and “sell” shall be construed accordingly
“Senior Officer for Planning”	the Council`s senior development management officer or any other officer to whom they delegate some or all of their functions under this Deed
“Stacking”	the sale or use of a single Biodiversity Unit and another nature market credit from the same intervention on land where this is permitted in accordance with the Nature Markets Publication
“Transfer”/“Transferred”	the exchange of any Biodiversity Unit or part thereof to a third party for any arrangement other than a monetary value

**2. CONSTRUCTION OF THIS DEED**

2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.

- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 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.
- 2.6 References to the Owners within this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to its statutory functions.
- 2.7 The headings and contents list are for reference only and shall not affect construction.
- 2.8 Any obligation, covenant, undertaking or agreement by any party to this Deed not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit, procure or allow the doing of that act or thing

### 3. **LEGAL BASIS**

- 3.1 This Deed is made pursuant to Section 106 of the 1990 Act and section 111 of the Local Government Act 1972 and section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and section 1 of the Localism Act 2011 with the intention that it shall bind the Owners' interest in the Habitat Site
- 3.2 The covenants, restrictions and requirements imposed upon the Owners under this Deed create planning obligations pursuant to Section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the Owners and to the extent that any of the obligations are not planning obligations within the 1990 Act they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and section 1 of the Localism Act 2011 and all other enabling powers

#### 4. **CONDITIONALITY**

This Deed shall come into effect upon the date at the head of this Deed

#### 5. **THE OWNER'S COVENANTS**

##### 5.1 The Owner covenants with the Council:

5.1.1 as set out in the First Schedule;

5.1.2 not to encumber or otherwise deal with their interest in the Habitat Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out;

5.1.3 that there are no interests (legal or equitable) required for the purposes of section 106 of the 1990 Act in the Habitat Site other than detailed in this deed;

5.1.4 that no part of the Habitat Site is subject to any constraints, including but not limited to restrictive covenants, planning conditions, hydrology, flooding, public footpaths or other public access rights, archaeology and/or contamination which would be reasonably capable of affecting its suitability as a Habitat Gain Site and the habitat works and management required to achieve the target habitat, which have not been disclosed in writing to the Council prior to the completion of this deed

5.2 The Owner shall indemnify the Council for any reasonable expenses or liability necessarily incurred as a result of a breach by the Owner of any obligations contained in this Agreement

#### 6. **THE COUNCIL'S COVENANTS**

##### 6.1 The Council covenants with the Owner

6.1.1 as set out in the Second Schedule

6.1.2 Following receipt of any payments or financial contributions from the Owner pursuant to any obligations contained in this Deed (which for the avoidance of doubt does not include any payments made by a developer or applicant for planning permission to the owner of the Habitat Site):

- (a) to place the payments or financial contributions on deposit in the Council's Bank accounts (as the Council in its sole discretion shall decide) and to attribute a rate of interest thereon; and

- (b) to apply such payments or financial contributions only for the purposes specified in this Deed provided that the Council will be entitled to treat any accrued interest as if it were part of the principal sum paid by the Owner and for the avoidance of doubt the Council may apply all or any part of such payments to costs already incurred at the date of payment in pursuit of the purposes specified in this Deed.

## **7. THE HABITAT MANAGEMENT AND MONITORING PLAN**

7.1 The Habitat Management and Monitoring Plan shall be a plan for the Habitat Site which includes a programme for its management and maintenance for thirty (30) years from the Habitat Maintenance Works Commencement Date, showing:

7.1.1 the number and location of all Biodiversity Units intended to be created; and

7.1.2 the methodology, format and frequency of Habitat Monitoring Reports to be provided to the Council together with access and inspection arrangements to facilitate such monitoring;

7.2 The Habitat Management and Monitoring Plan is appended hereto at Appendix A subject to any amendments thereto which have been agreed in writing by the Parties as provided below.

7.3 Where reasonably requested by the Owner (in writing) to facilitate the creation, adaptation and / or maintenance of Biodiversity Units or make doing so more cost-effective or for any other purpose reasonably requested by the Owner, the parties shall co-operate in good faith to agree amendments and revisions to the Habitat Management and Monitoring Plan, and such amendments or revisions shall be recorded in writing.

7.4 Should the Parties be unable to agree any such amendments or revisions then the matter shall be referred to an Expert for determination in line with clause 15.

7.5 The parties shall agree a reasonable period of time for implementing any amendments to the Habitat Management and Monitoring Plan.

## **8. MISCELLANEOUS**

8.1 The Owner shall pay to the Council on completion of this Deed the reasonable legal costs of the Council in the negotiation, preparation and execution of this Deed up to £1,500 plus VAT and the S106 BNG Set Up Fee.

- 8.2 No provisions of Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 8.3 This Deed shall be registerable as a local land charge by the Council.
- 8.4 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given by the Senior Officer for Planning unless otherwise stated.
- 8.5 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 8.6 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Habitat Site, or the part in which it occurs, but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.7 Nothing in this Deed shall prohibit or limit the right to develop any part of the Habitat Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Deed
- 8.8 Without prejudice to the Council's statutory rights of entry the Owner shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Habitat Site at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.
- 8.9 Where any statutory undertaker or person acquires or exercises any statutory right or power over any part of the Habitat Site for the purposes of the supply of electricity, gas, water, drainage or telecommunication services and the Council cannot require them to provide replacement Biodiversity Units or take any other enforcement action against the relevant statutory undertaker the Owner will cooperate in good faith with any statutory undertaker to minimize the loss of biodiversity and to replace any lost Biodiversity Units to the equivalent number, type and level of enhancement.

9. **WAIVER**

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent

the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

**10. CHANGE IN OWNERSHIP**

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Habitat Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Habitat Site or part thereof purchased by reference to a plan

**11. INTEREST**

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

**12. JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the Courts of England.

**13. DELIVERY**

The provisions of this Deed (other than this clause and clause 8.1 which shall be of immediate effect) shall be of no effect until this Deed has been dated.

**14. NOTICES**

**14.1 In this Clause:**

14.1.1 'The Council's address' means the address of the Council shown on the first page of this Deed or such other address as the Council may from time to time notify to the Owner and its successors as being its address for service for the purposes of this Deed

14.1.2 'The address of Owner' means the address shown on the first page of this Deed or such other address as it may have from time to time notified to the Council as being its address for service for the purposes of this Deed

**14.2 Any notice or other communication given or made in accordance with this Deed shall be in writing and:**

14.2.1 may (in addition to any other effective mode of service) be delivered personally or sent by registered or recorded delivery or prepaid first class letter post or its equivalent;

14.2.2 shall in the case of a notice or other communication to the Council be served on the Council at the Council's address addressed to its Planning S106 Monitoring Officer;

14.2.3 shall in the case of a notice or other communication to the Owner be served on the Owner at the address of the Owner;

14.3 Notices shall not be sent by email, fax or DX

## 15. **DISPUTE RESOLUTION**

15.1 The Parties agree and declare that they shall act in good faith to resolve any dispute, claim or proceeding arising out of or relating to this Deed. In the event that any dispute cannot be resolved by the Parties in accordance with the provisions of clauses 17.3 and 17.4 then a Party shall be free to refer the dispute to an Expert whose decision shall be final and binding on the Parties in the absence of manifest error and any costs shall be payable by the Owner and the Council in such proportion as the Expert shall determine and failing such determination shall be borne by the Parties in equal shares

15.2 In the absence of an agreement as to the appointment or suitability of the person to be appointed as an Expert then such dispute may be referred by either Party to the president for the time being of the CIEEM for him to appoint an Expert and their decision shall be final and binding on the Parties in the absence of manifest error and his costs shall be payable by the Parties in such proportion as the Expert shall determine and failing such determination shall be borne by the Parties in equal shares.

15.3 Unless the Expert shall direct to the contrary, not more than 28 days after his appointment the Parties shall exchange and copy to the Expert written summaries of their cases together with a bundle of key documents relied upon

15.4 The Expert shall be at liberty to visit the land relevant to the dispute unaccompanied and to call for such written evidence from the Parties as he may require

15.5 The Expert shall not, unless he directs to the contrary, hear oral representations from any Party to the dispute

15.6 The Expert shall fully consider all submissions and evidence when making his decision

15.7 The Expert shall give his decision in writing and shall give reasons for it



15.8 The Expert shall use all reasonable endeavours to give his decision and the reasons for it as speedily as possible and in any event within 42 days of this appointment.

15.9 Any Expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute.

## 16. **TERMINATION**

16.1 This Deed may be terminated by agreement in writing between the Parties where adequate provision has been secured by the Council for the replacement of any Biodiversity Units already Sold or Transferred at the date of termination

16.2 This Deed may be terminated by the Owner in writing to the Council in respect only of any Biodiversity Units which have yet to be Sold or Transferred and FOR THE AVOIDANCE OF DOUBT where such notice is provided to the Council this Deed shall continue in full force and effect in respect of any Biodiversity Units already Sold or Transferred at the date of that notice

16.3 If this Agreement is terminated under clause 16.1 or 16.2 above the Owner shall within thirty (30) days of such termination pay to the Council any outstanding sum due in accordance with the payment schedule set out in the Habitat Management and Monitoring Plan.

16.4 If this Deed is terminated under clause 16.1 or 16.2 the Council and the Owner may by agreement in writing determine how the Management Plan Monitoring Fee shall be applied after such termination.

16.5 When the Owner has managed and maintained the Habitat Site in accordance with the Habitat Management and Monitoring Plan for thirty years (or longer period pursuant to clause **Error! Reference source not found.**) then the Owner may terminate this deed.

16.6 If this deed is terminated then the Owner may remove it from the register of local land charges, HM Land Registry or any other register and the Council shall give any assistance or confirmation reasonably requested by the Owner.

## 17. **BREACH PROVISIONS**

17.1 No party shall be liable for breaching a requirement of the Habitat Management and Monitoring Plan or for any failure to deliver Biodiversity Units or for the destruction of any Biodiversity Units or any other habitat destruction or habitat failure which arises as a result of a Force Majeure Event

- 17.2 The Owner shall not be obliged to take action against any third party for any action or inaction that causes a breach of a requirement of the Habitat Management and Monitoring Plan or any failure to deliver Biodiversity Units or the destruction of any Biodiversity Units or any other habitat destruction or habitat failure.
- 17.3 Before taking action to enforce any of the provisions of this Deed the Council will give written notice to the Owner, stating the nature of the breach, the steps required to remedy the breach and agreeing a reasonable timescale for the Owner to remedy the breach, having taken advice from the Habitat Site Manager and in accordance with clause 7.5.
- 17.4 The Council will also give the Owner a reasonable opportunity to discuss the breach with it and the timescale and steps for remedying the said breach prior to the remedy being carried out. The Council will take into account any reasonable representations made by the Owner and Habitat Site Manager.
- 17.5 If the Owner does not use reasonable endeavours to remedy the breach within the stated time period within the Breach Notice or longer period as agreed with the Council or determined by the Expert then the Council will be able to pursue all legal remedies against the Owner.
- 17.6 If
- 17.6.1 at any time the Council acting reasonably notifies the Owner in writing that the Owner has wilfully committed a fundamental breach of the Habitat Management and Monitoring Plan, which is a breach causing habitat destruction or habitat failure in respect of one or more Biodiversity Units (and for the avoidance of doubt this shall not be deemed to have arisen where the Habitat Management and Monitoring Plan has been fully complied with); and
- 17.6.2 the Owner has not remedied the breach within a reasonable period and in accordance with clauses 17.3 to 17.5 then the Owner (at its discretion) may, taking into account of how many years the lost or undelivered Biodiversity Units were to be maintained, either:
- (a) subject to the Council's agreement in writing, provide replacement Biodiversity Unit(s) of an equivalent number, type and level of enhancement to those lost by undertaking new Habitat Creation and Enhancement Works at the Habitat Site to create those replacement Biodiversity Unit(s) of an equivalent number, type and level of enhancement to those lost and continue to implement the Habitat Management and Monitoring Plan in respect of those

units for an extended period to allow (having taken account of how many years the lost or undelivered Biodiversity Units were to be maintained for) the satisfaction of the thirty-year period in section 100(2)(b) of the Environment Act 2021; or

- (b) purchase biodiversity units from another Habitat Bank, or alternative off-site BNG supplier, for the equivalent number, type and level of enhancement to those that have been lost or cannot be delivered – the Owner would be required to provide evidence that they have approached *at least* three local or national suppliers, habitat banks or trading websites and that insufficient options are available in England (for example correspondence emails or a PDF download showing the marketplace search); or
- (c) pay the equivalent sum that the replacement units were originally, or would have been, sold for by the Owner to the Council to be used to fund local biodiversity projects; or
- (d) purchase Statutory Credits for the equivalent number of Biodiversity Units to those that are lost or that they are unable to deliver and provide the Council with proof of purchase; and update the Statutory Register accordingly and notify the Council in writing within twenty-eight working days of when this has been completed; or
- (e) should none of the above options be viable to the Owner, then the Owner shall (in writing) put forward to the Council an alternative proposal which delivers the equivalent or improved biodiversity net gain for the Council to consider and agree. Once agreed between the Parties the measures shall be implemented and maintained in accordance with the timescales and management details as agreed as part of the alternative proposals.

17.6.3 In respect of the delivery by the Owner of any clause under 17.6.2 the parties agree that any course of action will take into account the number of years (pro rata) the lost or undelivered Biodiversity Units were due to be maintained to be delivered, so that Owner is required to only deliver Biodiversity Units to the extent that any lost Biodiversity Units were unfulfilled.

**IN WITNESS** whereof the Parties hereto have executed this Deed on the day and year first before written

**THE FIRST SCHEDULE**  
**Owner's Covenants with the Council**

The Owner covenants with the Council as follows:

1. no more than one month after the Biodiversity Units arising from the Habitat Site have been registered on the National Gain Site Register with Natural England, the Owner shall:
  - 1.1 provide written confirmation to the Council of such registration; and
  - 1.2 promptly pay the Management Plan Monitoring Fee to the Council.
2. to complete the Habitat Creation and Enhancement Works in accordance with the Habitat Management and Monitoring Plan as soon as reasonably practicable.
3. For a period of no less than thirty (30) years from the Habitat Creation and Enhancement Works Completion Date to (at the Owner's discretion) either:
  - 3.1 manage and maintain the Habitat Site in accordance with the Habitat Management and Monitoring Plan and for no other purpose inconsistent with the requirements of the Habitat Management and Monitoring Plan; or
  - 3.2 procure such management and maintenance.
4. not to cause or permit the Sale or Transfer of any Biodiversity Unit until it has appointed a Habitat Site Manager who is Competent and whose experience and qualifications it shall have previously provided in writing to the Council; and thereafter to retain a Habitat Site Manager who is Competent throughout the duration of this agreement, and to notify any changes to their identity or contact details to the Council in writing within twenty-eight (28) days of any such change taking place
5. not to:
  - 5.1 create or cause or permit any encumbrance to the registered title to the Habitat Site; or
  - 5.2 execute, renew or extend (nor cause or permit the execution, renewal or extension of) any lien, license or similar interest that may reasonably affect the maintenance of the Habitat Site in accordance with the Habitat Management and Monitoring Plan, without the prior written consent of the Council, such consent not to be unreasonably withheld or delayed;

6. to make available for allocation to developers by Sale or Transfer some or all of the Biodiversity Units from the Habitat Site;
7. to ensure that (in accordance with government guidance):
  - 7.1 all Biodiversity Units Sold or Transferred or available for Sale or Transfer on the Habitat Site shall at all times meet the Legal Additionality Test and
  - 7.2 that there is no Double Counting of any Biodiversity Unit PROVIDED THAT FOR THE AVOIDANCE OF DOUBT Bundling or Stacking will be permitted;
8. to allow access to the Habitat Site on reasonable notice and at reasonable times to persons duly authorised by the Council for the purposes of monitoring compliance with the Habitat Management and Monitoring Plan and this Deed, subject to appropriate health and safety measures if livestock are on the Habitat Site
9. **Habitat Monitoring Reports**
  - 9.1 To provide Habitat Monitoring Reports to the Council at the frequency as set out in the definition of the same from the commencement of the Habitat Creation and Enhancement Works or in accordance with such other timescale and frequency as shall be set out in the Habitat Management and Monitoring Plan or otherwise agreed in writing with the Council, that set out:
    - 9.1.1 the results of a review of the operation and effectiveness of the Habitat Management and Monitoring Plan since the previous Habitat Monitoring Report;
    - 9.1.2 any remedies or measures that are required to be implemented to meet the requirements of the Habitat Management and Monitoring Plan; and
    - 9.1.3 if applicable, proposed changes to the Habitat Management and Monitoring Plan for the Council's consideration and (if accepted) written approval
  - 9.2 To review each Habitat Monitoring Report with the Council and if the Council (acting reasonably) is of the view that a Habitat Monitoring Report indicates that the Habitat Management and Monitoring Plan is not being complied with or the aims not being met it shall notify the Owner to that effect setting out its reasons for holding such opinion as soon as reasonably practicable after the review and, in any event, within eight (8)

weeks of the review or as otherwise agreed in writing between the Parties.

- 9.3 Following receipt of any written notice from the Council pursuant to paragraph 9.2 above, the Owner shall submit Habitat Management and Monitoring Plan remedial measures that are designed to ensure the aims of the Habitat Management and Monitoring Plan can be met to the Council for approval including such further revisions as are reasonably required by the Council until such time as the Habitat Management and Monitoring Plan remedial measures are approved in writing by the Council and the Owner shall implement the approved Habitat Management and Monitoring Plan remedial measures as soon as reasonably practicable after they have been approved by the Council.

## 10. **Financial reporting**

The Owner covenants:

- 10.1 To provide to the Council an annual 'Financial Update Report – Owner' for thirty years on each anniversary of the Commencement Date; and
- 10.2 To keep separate, accurate and up-to-date accounts and records of the receipt of any income, and the project expenditure in relation to the Habitat Site's funding, and to retain all invoices, receipts, and accounts and any other relevant documents relating to the expenditure on the Habitat Site as required by this Deed for a period of at least seven years following the receipt of any income or the carrying out of any expenditure to which they relate.

## 11. **Notification of Sale or Transfer**

The Owner covenants:

- 11.1 To notify the Council of the date of any Sale or Transfer of any Biodiversity Unit generated from the Habitat Site within twenty-eight (28) Working Days of the date of such Sale or Transfer occurring and to provide the Council on the date of such notification with the following information, in writing:
- 11.1.1 EITHER: a referenced row in the Statutory Biodiversity Metric Tool regarding which type and condition of habitat has been Sold or Transferred OR the following parameters:
- a the type and condition of habitat Sold or Transferred;

- b the area in hectares, or, if the Biodiversity is of a type to which a linear measurement applies, the length in metres, of the Biodiversity Unit(s) Sold or Transferred;
  - c whether the habitat Sold or Transferred has been created or enhanced; and
  - d its strategic significance score
- 11.1.2 the total value in Biodiversity Unit(s) (if known, and assessed in accordance with the Biodiversity Metric) and type of habitat;
- 11.1.3 details of each third party to whom any Biodiversity Unit has been Sold or Transferred including the address (which, if the said third party is a company shall be its registered office address) and contact details to include an email address and telephone number;
- 11.1.4 the Council's (or other local planning authority's) planning reference for the application (if any) to which the Sale or Transfer of a Biodiversity Unit relates;
- 11.1.5 a plan at a scale of no greater than 1:1250 clearly identifying the location of the part of the Habitat Site to which each Biodiversity Unit Sold or Transferred can be attributed;
- 11.1.6 a unique transaction number and a copy of a certificate which shall have been provided to the party acquiring the Biodiversity Unit;
12. Following any Sale or Transfer of any Biodiversity Unit generated from the Habitat Site, not to cause or permit any further Sale or Transfer of that Biodiversity Unit.
13. To submit all ecological records generated from the Habitat Site on an annual basis to Thames Valley Environmental Records Centre (TVERC);
14. To provide the Council, within fifteen (15) Working Days of the date of a written request for the same, with a schedule setting out all Biodiversity Units on the Habitat Site which have been Sold or Transferred and specifying whether they are related to development
- 14.1.1 within the Council's administrative area;
  - 14.1.2 within the administrative area of a local planning authority adjacent to that of the Council; or



14.1.3 within an area outside of and not adjacent to the Council's administrative area;

and at the same time to provide the Council with a separate schedule of those Biodiversity Units on the Habitat Site which remain available for Sale or Transfer.

**THE SECOND SCHEDULE**  
**Council's Covenants**

1. THE Council hereby covenants with the Owner:
  - 1.1 To comply with its obligations in the Habitat Management and Monitoring Plan
  - 1.2 Save for the Management Plan Monitoring Fee (which is designed to be spent over the thirty year lifetime of the Habitat Management and Monitoring Plan) if any sum paid to the Council or any part thereof is not committed for the purposes specified herein ten (10) years after the date of receipt then the Council covenants with the person or persons who makes payment of the same to repay to the person or persons who paid the said sum all or any of the remaining balance that remains unspent together with interest which has accrued thereon from the date of receipt of payment by the Council to the date of repayment at base rate of the Bank of England.
  - 1.3 For the avoidance of doubt, for the purposes of paragraph 1.2 above any sum (or part thereof) shall be deemed to have been committed if the Council has entered into any contract or given any undertaking (whether enforceable in law or otherwise) the performance or fulfilment of which will require it to expend funds in the future

**APPENDIX A**  
**HABITAT MANAGEMENT AND MONITORING PLAN**

**EXECUTED and delivered as a Deed** )  
by Pudlicote Farm Limited )  
acting by a director )  
in the presence of: )

Witness Signature:

Name:

Address:

Occupation:

**THE COMMON SEAL** of )  
**WEST OXFORDSHIRE DISTRICT COUNCIL** )  
was hereto affixed in the presence of: )

Authorised Signatory

# PUDLICOTE FARM

## MANAGEMENT PLAN

Date of Report: July 2024

Reference: J006848

Version	Date	Author	Reviewed by	Approved by
V1	23/02/2023	Emma Bruce	Matthew Powell	Neil Mellenev
V2	13/06/2024	Tanya Narshi	Ella Milne	Neil Mellenev
V3	08/07/2024	Tanya Narshi	Ella Milne	Neil Mellenev
V4	17/07/2024	Tanya Narshi	Dr Alan Feest	Kate Miller
V5	20/09/2024	George Lewis	Karen Lindley	Ben Taylor



Certificate Number 6745  
ISO 9001, ISO 14001, ISO 45001



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## CONTENTS

<b>INTRODUCTION .....</b>	<b>1</b>
Aims and Objectives .....	1
Background.....	1
Proposal.....	2
Site Location .....	2
Biodiversity Gain Assessment .....	2
<b>HABITAT ENHANCEMENT, CREATION AND MANAGEMENT MEASURES .....</b>	<b>3</b>
Soils and Hydrology .....	4
Habitats .....	4
Floodplain Wetland Mosaic and CFGM .....	5
Lowland Meadow .....	7
Other Neutral Grassland.....	9
Mixed Scrub.....	11
Ponds and Temporary Pools .....	13
Hedgerows.....	16
Woodland (broadleaved and mixed) .....	16
<b>HABITAT MONITORING REPORT.....</b>	<b>18</b>
Adaptive Management Approach.....	18
Site Monitoring.....	18
<b>HABITAT ESTABLISHMENT WORKS SCHEDULE .....</b>	<b>21</b>
<b>HABITAT MANAGEMENT SCHEDULE .....</b>	<b>22</b>
<b>REFERENCES AND BIBLIOGRAPHY .....</b>	<b>24</b>
APPENDIX I: BASELINE HABITATS .....	25
APPENDIX II: BASELINE HABITAT CONDITION JUSTIFICATION .....	26
APPENDIX III: PROPOSED HABITATS.....	27
APPENDIX IV: DEFRA METRIC 4.0 OFF-SITE HEADLINE RESULTS .....	28
APPENDIX V: BNG REFERENCE CODES .....	29

## INTRODUCTION

### Aims and Objectives

Ecosulis were commissioned by Bradley Wickens to undertake a biodiversity gain assessment of land at Pudlicote Farm, hereafter referred to as ‘the Site’. The Site, which is located at OS central grid reference: SP 31694 20107 and has an area of 34.47 ha (OS data), will be used as a receptor site for habitat creation and enhancement to offset the habitat losses associated with development sites in Oxfordshire.

The management plan has been prepared to detail the methods of establishing, enhancing, and managing the proposed habitat types and target conditions set out in the biodiversity gain assessment, which has been developed in line with the overall ambition for the Site to restore a natural floodplain ecosystem of the River Evenlode with ponds, floodplain wetland mosaic and CFGM, lowland meadow, neutral grassland, mixed scrub, and woodland buffers.

The management plan incorporates rewilding principles (Figure 1) within the long-term management measures to deliver the optimal outcome for biodiversity gain as well as delivering enhancements for protected and notable species / species groups.

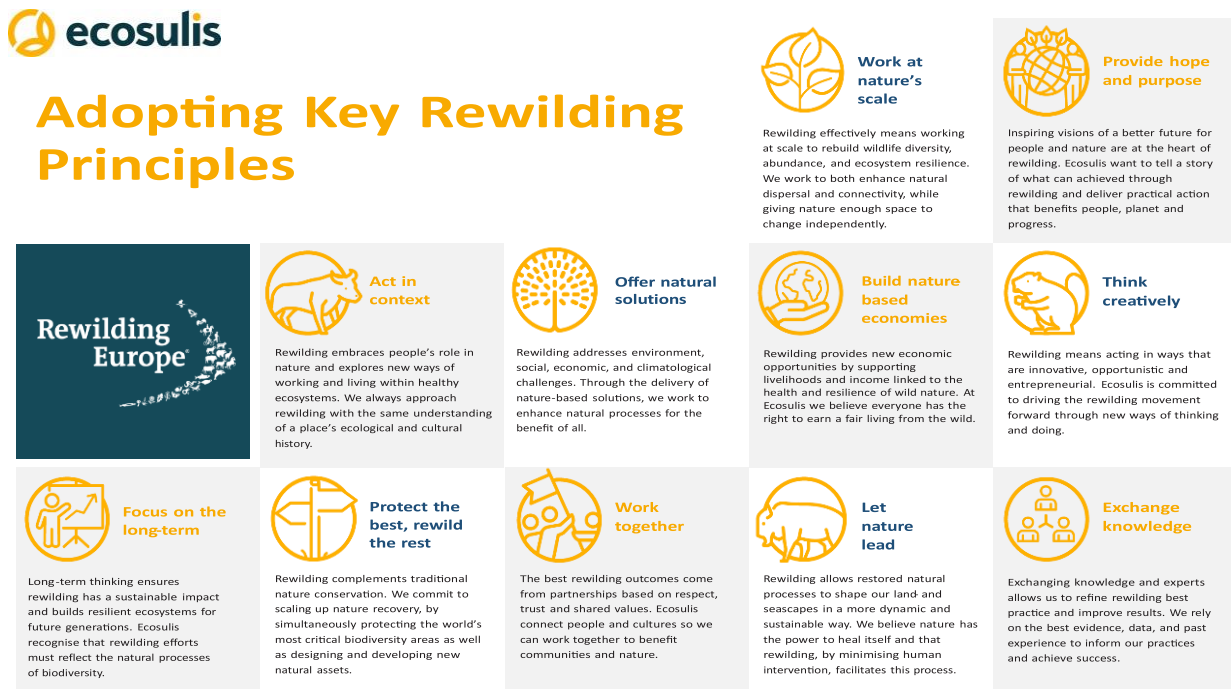


Figure 1 – Ecosulis rewilding principles

## Background

Previous surveys have been undertaken of this Site to record an ecological baseline and inform the habitat types that could be established, based on the site location, historical land use, soils, and hydrology. The following survey reports were reviewed to inform the biodiversity gain assessment and management plan:

- Atkins, March 2020 – Pudlicote Design Book, Pudlicote Farm, nr Chipping Norton, Oxfordshire, on behalf of the Environment Agency.
- Thames Valley Environmental Records Centre, September 2021 – Pudlicote Farm, Baseline Site Assessments for Biodiversity Net Gain.
- Environment Bank, February 2022 – Initial Site Review, WOX06 – Pudlicote Farm.
- Devon Wildlife Consultants, July 2022 – Pudlicote, West Oxfordshire, Biodiversity Offset Management Plan, on behalf of the Environment Bank.

## Proposal

The proposed habitat creation and enhancement works are being undertaken to restore the current arable land to a natural floodplain ecosystem comprising permanent ponds, temporarily inundated areas, floodplain wetland mosaic and CFGM, lowland meadow, neutral grassland, woodland buffers, and a scrub regeneration zone.

## Site Location

The Site (approximately 34.47 ha) is located within arable land associated with Pudlicote Farm, Pudlicote, Oxfordshire, to the south of Chipping Norton (Figure 2). The Site is set in a rural landscape and is adjacent to the southern bank of the River Evenlode.

The Site consists of three large arable fields containing grassland field margins that have hedgerows present at some of their boundaries (see Appendix I). The southern part of the Site supports mixed plantation woodland, which acts as a buffer along the adjacent railway line. The northern Site boundary supports grassland buffers between the arable fields and the River Evenlode. The westernmost arable field has patches of dense bramble scrub with mature and veteran trees. The Site is bisected by Pudlicote Lane.

Within the wider landscape, the Site is surrounded by arable and pasture farmland, hedgerows, woodland, waterbodies, and nearby villages.



**Figure 2: Site Boundary**

## Biodiversity Gain Assessment

The Defra Biodiversity Metric 4.0 was used to calculate the baseline biodiversity value of the Site, using the habitat information obtained during the site visit undertaken in December 2022 and the habitat condition information provided in the 2021 TVERC survey report. The baseline information has been used to inform habitat enhancement and creation measures that will be undertaken on Site to achieve a biodiversity gain that is within the habitat creation objectives for the Site, i.e., the restoration of a floodplain wetland mosaic and CFGM. Professional judgement has been applied to provide realistic habitat enhancement and creation measures, what condition the habitats can achieve and how they will be managed in the long-term.



The baseline biodiversity value, given by the number of biodiversity units, is determined by multiplying the area or length of a certain habitat by its 'quality', which encompasses habitat distinctiveness, condition, and strategic significance. All habitat types are inputted into the metric, with each area or length of habitat displaying different biodiversity units based on their calculated value. The total baseline biodiversity units are determined through the sum of all the habitats on site.

The post-intervention biodiversity units are determined in the same way as the baseline biodiversity units; however, certain risk factors are also taken into account, including the difficulty and time taken to achieve the desired habitat enhancement and creation measures.

A baseline map is provided in Appendix I, a condition justification for the baseline habitats is provided in Appendix II, a plan showing the proposed habitats is provided in Appendix III and the biodiversity gain assessment headline results are provided in Appendix IV. A separate excel spreadsheet has been provided with the full Defra Biodiversity Metric 4.0 calculation, updated in June 2024.

## HABITAT ENHANCEMENT, CREATION AND MANAGEMENT MEASURES

This section of the report details the habitat enhancement and creation measures that will be undertaken to achieve the biodiversity gain targets and deliver additional gains for biodiversity by adopting rewilding principles and incorporating added value measures for species and species groups.

Please refer to Appendix III for a visual display of the proposed habitats and the location of species enhancement features. A summary of the habitat enhancement and creation measures are provided in Table 1 below.

**Table 1: Summary of habitat enhancement and creation measures**

HABITAT	ENHANCEMENT / CREATION MEASURES
Lowland meadow	Enhancement of existing modified grassland to lowland meadow.
Floodplain wetland mosaic and CFGM	Creation of floodplain wetland mosaic and CFGM surrounding the open and seasonal ponds and scrapes, adjacent to the river Evenlode, Enhancement of the existing neutral grassland fields.
Neutral grassland	Creation of neutral grassland and marshy grassland in the existing arable fields. Enhancement of the existing neutral grassland field margins and buffers between the arable fields and River Evenlode.
Mixed scrub	Creation of a mixed scrub regeneration zone along the woodland edge in the southern part of each arable field.
Ponds	Creation of ponds in the central and north-western parts of the Site, adjacent to the River Evenlode, within the existing arable fields.
Temporary ponds	Creation of temporary ponds in the north-eastern part of the Site, adjacent to the River Evenlode, within the existing arable fields.
Broadleaved woodland	Enhancement of existing recently planted broadleaved woodland in the north-eastern corner of the western arable field.
Mixed woodland	Enhancement of existing recently planted mixed woodland along the southern boundary of the Site adjacent to the railway line.
Hedgerows	Planting of native hedgerow and enhancement of existing hedgerows.
Log/brush piles	Any timber/brush created from management of the woodlands and hedgerows will be used to create log/brush piles across the site. Opportunities for amphibians, reptiles, and small mammals including hedgehog. Logs to be left intact as far as possible to prevent drying out from the ends which slows decomposition and colonisation.
Invertebrate banks	The spoil created from excavating the ponds will be kept on Site and used to create invertebrate banks, also known as butterfly banks. These will vary in design, size, and orientation. Opportunities for rare invertebrates that depend on bare ground and sparsely vegetated land.
Compost piles	Created using the arisings from long-term management of the grassland. Opportunities for reptiles, small mammals, and invertebrates.
Deadwood (standing / fallen)	Standing deadwood will be retained wherever possible and fallen deadwood will be left in situ. Some of the timber from woodland management activities can be placed on the woodland floor to become a future deadwood resource, which will provide opportunities for invertebrates and fungi.

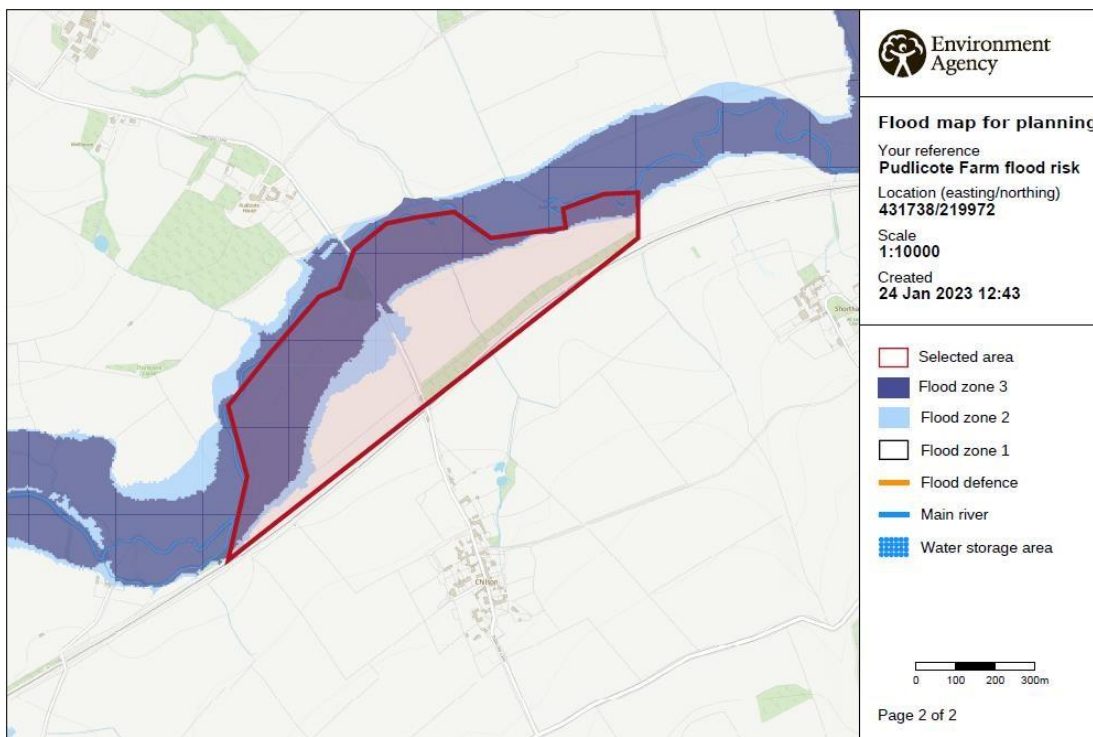
### Soils and Hydrology

As detailed in the Atkins report (2020), the dominant soil type for the Site is:

“fine loamy over clayey soils with slowly permeable subsoils leading to seasonal waterlogging...The national soil map show that these soils cover the entire extent of all three fields. However, field evidence suggests soils become brashier/stonier up the valley sides and have a higher clay content at lower elevations, on the valley floor/in the floodplain.”

The northern part of the Site is within Flood Zone 2 and Flood Zone 3 (Figure 3: Environment Agency flood risk map) and the low-lying areas are regularly inundated during the winter months. Drainage ditches cross the Site carrying water from the wider catchment area, have been installed to aid with farming practices.

This soil type and hydrology information will help to inform the plant lists and seed mixes prescribed in this management plan, whilst using the existing vegetation present as a guide to the soil type and hydrology combined with information from other site design drawings.



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Figure 3: Environment Agency flood risk map for Pudlicote Farm

### Habitats

A plan showing the proposed habitats is provided in Appendix III. Natural regeneration will be the adopted approach when creating some of the habitats below, for example the mixed scrub, however traditional planting, management and maintenance techniques will also be utilised to accelerate natural processes. Details of the habitat establishment and management measures for each proposed habitat, taking into account their target condition for biodiversity gain, is provided in the relevant section below.

## Floodplain Wetland Mosaic and CFGM

### Habitat establishment

The area proposed for floodplain wetland mosaic and Coastal Floodplain and Grazing Marsh (CFGM) (referred to as 'Floodplain Wetland Mosaic and CFGM' in the UKHab classification) currently supports neutral grasslands, which generally maintains a balanced nutrient level and a diverse plant composition. This condition provides a naturally favourable starting point for developing a floodplain wetland mosaic and CFGM. Now the floodplain has been reconnected to the river, the natural process of periodic and seasonal inundation with water will continue to support the establishment of the complex habitat, however some additional interventions are required.

The first phase of floodplain wetland mosaic and CFGM establishment requires adjustment to the soil conditions to favour wetland-specific species by slightly reducing the nutrient levels, which may still be moderately high for typical wetland plants. The nutrient reduction strategy occurs over a three-year period, and involves mowing the site twice per year, in spring and late summer, to approximately 100-150mm. This regime helps to stress nutrient-competitive grasses and prevent them from seeding. All mowed material will be removed from site promptly to prevent nutrients from re-entering the soil through decomposition.

Following the final year of nutrient reduction, preparation of the site will be carried out in early autumn to allow for seeding. Allow the soil to rest for a few weeks after initial preparation to clear any germinating weeds or unwanted roots. The following stages will be undertaken:

- Cut the existing grassland to 50mm, to suppress dominant species and expose bare soil patches.
- Use light harrowing to create open soil areas, which will constitute approximately 30-40% of the total neutral grassland area, to enhance seed-soil contact for new sowing.
- Optimal seeding periods are early autumn or spring. Adjust seed mix proportions to include about 1.5g of wildflower and 3.5g of grass seed per square meter. Seek local donor material for green hay or brush harvesting (see Lowland Meadow Habitat Establishment) or seed from Chimney Meadows National Nature Reserve (Berkshire, Buckinghamshire and Oxfordshire Wildlife Trust).
- Lightly rake and roll to firm the soil after sowing to ensure good seed-to-soil contact without burying the seeds too deeply (3-6mm optimal depth).

To effectively seed a floodplain wetland mosaic and CFGM, source seeds from a local donor site or apply a specifically formulated seed mix that includes a variety of native wetland species. Choose a mix like the British Flora BFS5(F) Wildflower 100% wetland and pond edge seed mix and British Flora BFS3(F) Floodplain 100% meadow grassland seed mix, which contains both flowering plants and grasses typical of local wetland ecosystems. See species list in Table 2 and 4 below. This ensures ecological compatibility and resilience. The BFS5 seed mix is designed for areas like pond edges and wet margins of streams or lakes. Sow the seeds at a rate of 1-2 grams per square meter to achieve optimal coverage and diversity. This approach supports a robust establishment of wetland flora.

**Table 2: British Flora BFS 5 Wetland & Pond Edge Wildflower seed mix**

WETLAND WILDFLOWER SPECIES
<i>Achillea ptarmica</i> – (Sneezewort)
<i>Caltha palustris</i> – (Marsh Marigold)
<i>Carex acutiformis</i> – (Lesser Pond Sedge)
<i>Eupatorium cannabinum</i> – (Hemp Agrimony)
<i>Filipendul ulmaria</i> – (Meadow Sweet)
<i>Hypericum tetrapterum</i> – (Square Stemmed St John's Wort)
<i>Iris pseudacorus</i> – (Yellow Flag Iris)
<i>Juncus effusus</i> – (Soft Rush)
<i>Leucanthemum vulgare</i> – (Oxeye Daisy)
<i>Lotus pedunculatus</i> – (Greater Bird's-foot Trefoil)
<i>Lychnis flos-cuculi</i> – (Ragged Robin)
<i>Lythrum salicaria</i> – (Purple Loosestrife)
<i>Lycopus europaeus</i> – (Gypsywort)
<i>Plantago lanceolata</i> – (Ribwort Plantain)
<i>Prunella vulgaris</i> – (Selfheal)
<i>Pulicaria dysenterica</i> – (Fleabane)

<i>Ranunculus acris</i> – (Meadow Buttercup)
<i>Ranunculus flammula</i> – (Lesser Spearwort)
<i>Rhinanthus minor</i> – (Yellow Rattle)
<i>Scrophularia auriculata</i> – (Water Figwort)
<i>Succisa pratensis</i> – (Devil's Bit Scabious)

### Habitat management

Managing an established floodplain wetland mosaic and CFGM involves several key practices aimed at maintaining biodiversity, controlling invasive species, and ensuring the health of both the plant and animal communities that inhabit these areas.

Managing the mowing and cutting of established wetland meadows is timed to balance vegetation control with the protection of wildlife, especially during sensitive periods like breeding seasons. The specific timing can vary depending on the species of birds. Typically, the best time for mowing these habitats is late summer or early autumn (August to September). This timing is strategic as it avoids disturbance during the sensitive breeding season, allowing birds and other wildlife to raise their young. It also ensures that plants have completed their growth cycles and seed dispersal, crucial for maintaining the diversity and resilience of the plant community.

Generally, wetland meadows require only one cut per year. This annual mowing helps prevent the encroachment of woody vegetation, maintaining the open character of the meadow which is vital for many species of birds, insects, and other wildlife. When mowing, leave the cuttings on the ground for a few days to allow seeds to fall back into the soil, supporting the next year's growth. This practice also provides a temporary habitat for insects. After a few days, these cuttings will be removed to prevent them from smothering the ground and negatively affecting new plant growth.

Pudlicote is in a region where specific conservation-sensitive species are present, such as ground-nesting birds, the timing of mowing will need further adjustment to ensure that young birds have fledged before the area is disturbed. Consult an ecologist to highlight or identify any areas of concern and confirm timings of the work as there can be fluctuation from year to year.

The proposed habitat creation and management measures incorporate rewilding principles to achieve the optimal outcome for biodiversity and reflect the Defra Metric 4.0 Habitat Condition Assessment Sheets criteria for high distinctiveness wetland habitat types, as detailed in Table 3 below.

**Table 3: Measures to achieve good condition floodplain wetland mosaic and CFGM mosaic.**

CONDITION ASSESSMENT CRITERIA	MEASURE TO MEET CONDITION CRITERIA
The water table is at or near the surface throughout the year, this could be open water or saturation of soil at the surface. There is no artificial drainage, unless specifically to maintain water levels as specified above. NB - this criterion is essential for achieving good condition.	Ensure consistent hydrological management to maintain natural water levels without artificial drainage. Use water level control structures only as necessary to mimic natural hydroperiods and prevent drying out or oversaturation.
The appearance and composition of the vegetation closely matches characteristics of the specific wetland habitat type (see UKHab definition linked above). Indicator species for the specific wetland habitat type <sup>1</sup> are very clearly and easily visible.	Implement planting and seeding of native wetland species adapted to local conditions. Regularly remove competitive invasive species and monitor plant community structure to ensure that the desired vegetation composition is achieved and maintained.
The water supplies (groundwater, surface water and/or rainwater) to the wetland are of good water quality, with clear water (low turbidity) indicating no obvious signs of pollution.	Monitor water quality regularly to detect pollutants. Implement buffer zones and sediment control measures to reduce input of pollutants and sediments into the wetland area.
Cover of scrub and scattered trees less than 10%.	Periodic cutting or mowing to control woody vegetation growth and maintain open wetland conditions. Scrub and tree cover should be managed to prevent overgrowth while allowing for some habitat complexity.
Cover of bare ground less than 5%.	Implement soil stabilisation techniques such as mulching or temporary cover crops where necessary. Adjust hydrological management to prevent erosion and excessive exposure of soil.

There is an absence of invasive non-native species (as listed on Schedule 9 of WCA, 1981) and species indicative of sub-optimal condition <sup>1</sup> make up less than 5% of ground cover.	Establish a regular monitoring and rapid response system for detecting and removing invasive species. Use manual removal techniques and appropriate herbicides as per conservation guidelines.
All ditches recorded within the habitat achieve good condition as assessed using the Ditch condition sheet.	Maintain and restore ditches to ensure good water flow and ecological function. Avoid over-cleaning and maintain vegetative buffers around ditches to enhance habitat quality and filter runoff.

## Lowland Meadow

### Habitat establishment

The area proposed for lowland meadow creation currently supports modified grassland, which is indicative of high nutrient levels within the soil. Therefore, the first stage of lowland meadow establishment is to gradually reduce the soil nutrient levels over a period of five years to create suitable conditions for lowland meadow seed to germinate successfully. The nutrient levels will be reduced by undertaking two cuts to approx. 150mm (or less) per year: one in April and the second between July and September. All arisings will be removed from Site during this initial cutting phase.

Following completion of the initial cutting phase, the existing grassland will need to be seeded in September or April with a species mix typical of lowland meadows. The following stages will be undertaken:

- Cut the existing grassland to 50mm.
- Use a spring tine harrow to break up the sward and create areas of bare ground (equating to approximately 40-50% of the total grassland area).
- Seed the area using either green hay\* from a local lowland floodplain meadow donor site if available
  - e.g., within the River Evenlode Catchment Partnership, which is recommended as the seeds will be adapted to local conditions, or by sourcing a suitable seed mix such as British Flora BFS3(F) Floodplain 100% meadow grassland seed mix. A species list is provided in Table 4 below. A combination of green hay and overseeding can be used if necessary. The seed should be sown at a rate of 1-2g/m<sup>2</sup>.

\*If green hay is used this is likely to take place around July once the seed in the donor site has formed but not yet started to drop. Work on a ratio of 1:2 e.g., each 1 hectare of donor material to 2 hectares of receptor site. Ensure the donor site has 2 years of rest in between each green hay collection to allow seed bank to remain resilient. You may want to adjust the timing of green hay collection to target different species in the sward.

**Table 4: British Flora BFS 3 Floodplain meadow grassland seed mix**

WILDFLOWER SPECIES
<i>Achillea millefolium</i> – (Yarrow)
<i>Centaurea nigra</i> – (Black knapweed)
<i>Filipendula ulmaria</i> – (Meadowsweet)
<i>Galium palustre</i> – (Marsh bedstraw)
<i>Hypericum tetrapterum</i> – (Square stemmed st john's-wort)
<i>Hypochaeris radicata</i> – (Common cat's-ear)
<i>Lathyrus pratensis</i> – (Meadow vetchling)
<i>Leontodon autumnalis</i> – (Autumn hawkbit)
<i>Leucanthemum vulgare</i> – (Ox-eye daisy)
<i>Lotus corniculatus</i> – (Common bird's-foot trefoil)
<i>Lotus pendunculatus</i> – (Greater bird's-foot trefoil)
<i>Lychnis flos-cuculi</i> – (Ragged robin)
<i>Plantago lanceolata</i> – (Ribwort plantain)
<i>Primula veris</i> – (Cowslip)
<i>Prunella vulgaris</i> – (Selfheal)
<i>Ranunculus acris</i> – (Meadow buttercup)
<i>Rhinanthus minor</i> – (Yellow rattle)
<i>Rumex acetosa</i> – (Common sorrel)

<i>Sanguisorba officianlis</i> – (Great burnet)
<i>Silaum silaus</i> – (Pepper saxifrage)
<i>Stachys officianlis</i> – (Betony)
<i>Succisa pratensis</i> – (Devil’s-bit scabious)
<i>Trifolium pratense</i> – (Red clover)
<i>Vicia cracca</i> – (Tufted vetch)

### Habitat management

Once the lowland meadow has established it will be managed as a hay meadow, which would include an annual cut to 50-150 mm between late June and early July. Arisings are to be left for around a week, giving time for the cut material to dry and drop seeds, turned at least once, before being raked up and used to create bails or compost piles elsewhere on Site.

Light grazing of approximately 0.5 livestock units per hectare for large breeds, will be undertaken between the hay cut and March the following year, removing the livestock when the ground becomes too waterlogged. This stocking density is recommended as a starting point, but it can be adapted throughout the management period depending on the results of the monitoring surveys. For example, if the grazing is causing excessive poaching, i.e., more than 20% of the areas are showing impact, then the stocking density can be reduced, or if the grazing is not controlling vegetation growth effectively then the stocking density can be increased to fine tune for the Site.

It is recommended that a mixed herd of native rare breed grazing species are considered for autumn and winter grazing as many of them are hardier than our more common livestock species and will be able to withstand winter conditions. Additionally, many native rare breed grazing species are included in Defra’s Native Breeds at Risk (NBAR) list and as such potentially qualify for payment per hectare under the Higher Tier of the Countryside Stewardship (CS) scheme under Supplement SP8. Refer to the Rare Breeds Survival Trust (Rare Breeds Survival Trust (rbst.org.uk)) for further details.

The proposed habitat creation and management measures incorporate rewilding principles to achieve the optimal outcome for biodiversity and reflect the Defra Metric 4.0 Habitat Condition Assessment Sheets criteria for medium distinctiveness grassland habitat types, as detailed in Table 5 below.

**Table 5: Measures to achieve good condition lowland meadow.**

CONDITION ASSESSMENT CRITERIA	MEASURE TO MEET CONDITION CRITERIA
The appearance and composition of the vegetation closely matches characteristics of the specific grassland habitat type (see UKHab definition). Wildflowers, sedges, and indicator species for the specific grassland habitat type are very clearly and easily visible throughout the sward. NB - This criterion is essential for achieving moderate condition (non-acid grassland types only).	Using a local lowland meadow as a donor site and/or a suitable seed mix will ensure that the specific grassland type (UKHab lowland meadow g3a) has the potential to be established. Annual monitoring will include undertaking botanical surveys to record the species present, specifically the indicator species: crested dogstail, red fescue, common knapweed, autumn hawkbit, great burnet, and meadowsweet.
Sward height is varied (at least 20% of the sward is less than 7 cm and at least 20 per cent is more than 7 cm) creating microclimates which provide opportunities for insects, birds and small mammals to live and breed.	A 5 m wide buffer strip of uncut lowland meadow will be retained along the bank of the River Evenlode. Additionally, uncut areas will be left around the existing pond and along the margins of the newly planted hedgerow. The rest of the meadow will be managed as a hay meadow. Having a combination of cut and uncut areas will achieve variation in sward height and this will be assessed during annual monitoring.
Cover of bare ground between 1% and 5%, including localised areas, for example, rabbit warrens.	Areas of bare ground, due to light poaching, will be created through autumn and winter grazing. It is considered likely that mammals such as rabbits, deer, and badger would use the Site and create bare ground through foraging, mammal paths and warren/sett creation. Annual monitoring will measure the percentage cover of bare ground.
Cover of bracken less than 20% and cover of scrub (including bramble) less than 5%.	Cutting the meadow annually will prevent the encroachment of scrub and bracken. Annual monitoring will measure the percentage cover of scrub and bracken.



There is an absence of invasive non-native species (as listed on Schedule 9 of WCA, 1981). Combined cover of species indicative of sub-optimal condition and physical damage (such as excessive poaching, damage from machinery use or storage, damaging levels of access, or any other damaging management activities) accounts for less than 5% of total area.	Cutting the meadow annually will reduce the likelihood of undesirable species becoming dominant. Autumn and winter grazing will be low-level (0.5 livestock units per hectare) to ensure that excessive poaching is not a problem. Animals should be removed when 20% or more of the site shows poaching damage. Annual monitoring will record the presence of any Schedule 9 species and measure the percentage cover of undesirable species/physical damage.
There are greater than 9 species per metre squared. NB - This criterion is essential for achieving good condition (non-acid grassland types only).	Using a local lowland meadow as a donor site and/or a suitable seed mix will ensure that the target species diversity is more than 9 species per metre squared. Annual botanical monitoring surveys will record the species diversity.

## Other Neutral Grassland

### Habitat establishment

The area proposed for other neutral grassland currently supports three fields formerly managed as arable land. In the westernmost field a depression will be created, in an area that regularly floods during the winter, and marshy grassland will be established. Marshy grassland is included within the other neutral grassland UKHab category.

To prepare the arable fields for seeding, a subsoiler will be used to break through any cultivation pan. A power harrow will then be used to break up and smooth the soil surface, which will create suitable conditions for seeding.

After soil preparation the seed will be sown and, similarly to lowland meadow creation, it is recommended that green hay is sourced from local species-rich neutral grassland and marshy grassland donor sites e.g., within the River Evenlode Catchment Partnership, so that the seeds will be adapted to local conditions. Alternatively, a wildflower grassland seed mix can be used such as the Emorsgate Clattinger Meadows Mixture EM31 for the species-rich neutral grassland and Emorsgate EM8 meadow mixture for wetlands for the marshy grassland area. Species lists are provided in Tables 6 and 7 below. A combination of green hay and overseeding can be used if necessary. The seed is to be sown at a rate of 4-5g/m<sup>2</sup> and sown in September or March.

In the first year of establishment, the grasslands will be first cut in mid-summer to 75-150mm. There will be a flush of annual weeds before this first cut; however, it is important to allow slower growing species, including yellow rattle, to establish before cutting. All arisings will be removed from Site during this initial cutting phase.

As detailed in the lowland meadow section above, light grazing of approximately 0.5 livestock units per hectare will be undertaken between the first cut and March the following year, removing the livestock when the ground becomes too waterlogged or poaching impacts more than >20% of the area. This stocking density is recommended as a starting point, but it can be adapted throughout the management period depending on the results of the monitoring surveys.

Pioneer broadleaf species or farm weeds may need managing during the establishment phase. If and where possible, these will be removed by hand or cut before going to seed. It can take several years to get these under control. Invasive non-native species (INNS) may need different or specific interventions if these are discovered, but chemical interventions will be kept to a minimum, carefully timed, and undertaken sympathetically to avoid negative impact on the surrounding habitats.

**Table 6: Emorsgate Clattinger Meadows Mixture EM31**

WILDFLOWER SPECIES	% COVER
<i>Centaurea nigra</i> – (Common knapweed)	0.8%
<i>Leontodon hispidus</i> – (Rough Hawkbit)	0.8%
<i>Lecantheum vulgare</i> – (Oxeye Daisy)	2.3%
<i>Lotus corniculatus</i> – (Bird's-foot Trefoil)	0.8%
<i>Medicago lupulina</i> – (Black Medick)	0.8%
<i>Plantago lanceolata</i> – (Ribwort Plantain)	7.8%
<i>Ranunculus acris</i> – (Meadow Buttercup)	3.3%

<i>Rhinanthus minor</i> – (Yellow Rattle)	19.2%
<i>Rumex acetosa</i> – (Common Sorrel)	0.8%
<i>Sanguisorba officinalis</i> – (Great Burnet)	0.8%
<i>Scorzoneroides autumnalis</i> – <i>Leontodon autumnalis</i> – (Autumn Hawkbit)	3.1%
<i>Succisa pratensis</i> – (Devil's-bit Scabious)	0.8%
<i>Trifolium pratense</i> – (Wild Red Clover)	2.3%

GRASS SPECIES	% COVER
<i>Agrostis castellana</i> – (Common Bent)	4.7%
<i>Anthoxanthum odoratum</i> – (Sweet Vernal-grass)	0.8%
<i>Briza media</i> – (Quaking Grass)	4.7%
<i>Bromopsis erecta</i> – (Upright Brome)	3.9%
<i>Cynosurus cristatus</i> – (Crested Dog's-tail)	14.5%
<i>Dactylis glomerata</i> – (Cocksfoot)	7.8%
<i>Festuca rubra</i> – (Red Fescue)	18.4%

**Table 7: Emorsgate EM8 meadow mixture for wetlands seed mix.**

WILDFLOWER SPECIES	% COVER
<i>Achillea millefolium</i> – (Yarrow)	2.4%
<i>Betonica officinalis</i> – (Betony)	0.1%
<i>Centaurea nigra</i> – (Common Knapweed)	4%
<i>Daucus carota</i> – (Wild Carrot)	0.1%
<i>Filipendula ularia</i> – (Meadowsweet)	0.4%
<i>Galium album</i> – (Hedge Bedstraw)	0.6%
<i>Galium verum</i> – (Lady's Bedstraw)	2%
<i>Lathyrus pratensis</i> – (Meadow Vetchling)	0.4%
<i>Leucanthemum vulgare</i> – (Oxeye Daisy)	0.3%
<i>Lotus corniculatus</i> – (Birdsfoot Trefoil)	0.2%
<i>Lotus pedunculatus</i> – (Greater Birdsfoot Trefoil)	0.4%
<i>Medicago lupulina</i> – (Black Medick)	0.2%
<i>Plantago lanceolata</i> – (Ribwort Plantain)	4.0%
<i>Primula veris</i> – (Cowslip)	0.1%
<i>Ranunculus acris</i> – (Meadow Buttercup)	1.4%
<i>Rhinanthus minor</i> – (Yellow Rattle)	1.5%
<i>Rumex acetosa</i> – (Common Sorrel)	0.1%
<i>Silaum silaus</i> – (Pepper Saxifrage)	0.1%
<i>Silene flos-cuculi</i> – (Ragged Robin)	1.6%
<i>Succisa pratensis</i> – (Devil's-bit Scabious)	0.1%

GRASS SPECIES	% COVER
<i>Agrostis capillaris</i> – (Common Bent (w))	2%
<i>Anthoxanthum odoratum</i> – (Sweet Vernal-grass (w))	2%
<i>Briza media</i> – (Quaking Grass (w))	4%
<i>Cynosurus cristatus</i> – (Crested Dogs-tail)	48%
<i>Deschampsia cespitosa</i> – (Tufted Hair-grass (w))	2%
<i>Festuca rubra</i> – (Red Fescue)	22%

Once the other neutral grassland has established it will also be managed as a hay meadow, which would include an annual cut to 150mm between late June and early July. Arisings will be left for around a week, giving time for the cut material to dry and drop seeds, before being raked up and used to create compost piles elsewhere on Site. Light grazing of 0.5 livestock units per hectare will be undertaken after the hay cut until March the following year.

The existing field margins will be excluded from the annual hay cut, to retain some areas of longer sward, but cut on a rotational basis. It is recommended that 2/3 of the field margins are left uncut each year to provide structural variation to the grassland.



The proposed habitat creation and management measures incorporate rewilding principles to achieve the optimal outcome for biodiversity and reflect the Defra Metric 4.0 Habitat Condition Assessment Sheets criteria for medium distinctiveness grassland habitat types, as detailed in Table 8 below.

**Table 8: Measures to achieve good condition other neutral grassland.**

CONDITION ASSESSMENT CRITERIA	MEASURE TO MEET CONDITION CRITERIA
The appearance and composition of the vegetation closely matches characteristics of the specific grassland habitat type (see UKHab definition). Wildflowers, sedges, and indicator species for the specific grassland habitat type are very clearly and easily visible throughout the sward. NB - This criterion is essential for achieving moderate condition (non-acid grassland types only).	Using local species-rich wildflower grassland and marshy grassland as donor sites and/or a suitable seed mix will ensure that the specific grassland type (UKHab other neutral grassland – g3c) has the potential to be established. Annual monitoring will include undertaking botanical surveys to record the species present.
Sward height is varied (at least 20% of the sward is less than 7 cm and at least 20 per cent is more than 7 cm) creating microclimates which provide opportunities for insects, birds and small mammals to live and breed.	The combination of grazing, a hay meadow cutting regime, and leaving 2/3 field margins uncut per year will achieve variation in sward height. The sward height will be assessed during annual monitoring.
Cover of bare ground between 1% and 5%, including localised areas, for example, rabbit warrens.	Areas of bare ground, due to light poaching, will be created through autumn and winter grazing. It is considered likely that mammals such as rabbits, deer, and badger would use the Site and create bare ground through foraging, mammal paths and warren/sett creation. Annual monitoring will measure the percentage cover of bare ground.
Cover of bracken less than 20% and cover of scrub (including bramble) less than 5%.	Cutting the meadow annually will prevent the encroachment of scrub and bracken. Annual monitoring will measure the percentage cover of scrub and bracken.
There is an absence of invasive non-native species (as listed on Schedule 9 of WCA, 1981). Combined cover of species indicative of sub-optimal condition <sup>1</sup> and physical damage (such as excessive poaching, damage from machinery use or storage, damaging levels of access, or any other damaging management activities) accounts for less than 5% of total area.	Cutting the meadow annually will reduce the likelihood of undesirable species becoming dominant. Autumn and winter grazing will be low-level (0.5 livestock units per hectare) to ensure that excessive poaching is not a problem. Animals should be removed when 20% or more of the site shows poaching damage. Annual monitoring will record the presence of any Schedule 9 species and measure the percentage cover of undesirable species/physical damage.
There are greater than 9 species per metre squared. NB - This criterion is essential for achieving good condition (non-acid grassland types only).	Using a local species-rich wildflower grassland and marshy grassland as donor sites and/or a suitable seed mix will ensure that the target species diversity is more than 9 species per metre squared. Annual botanical monitoring surveys will record the species diversity.

## Mixed Scrub

### Habitat establishment

A mixed scrub natural regeneration zone will be established at the southern boundary of the Site, which is currently arable land, along the woodland edge and incorporating sections of two existing hedgerows. Natural regeneration of the woodland species will be encouraged as well as allowing the sections of hedge to outgrow. Suckering from the hedgerows is expected especially for blackthorn scrub, which is present in all the hedgerows on Site. It is important that the other neutral grassland soil preparation and seeding is undertaken prior to any scrub planting.

To accelerate scrub establishment, whips from a local supplier will be planted in a natural pattern to encourage bushy growth and clearings between patches of scrub, in addition to, and to complement, the natural regeneration approach. As there is hawthorn and blackthorn in the nearby hedgerows and mixed woodland, it is likely that these species will encroach naturally into the mixed scrub areas. Therefore, hawthorn and blackthorn whips should not be included within the scrub planting scheme.

The scrub planting schedule will adhere to on British Standards on Tree and Shrub Planting BS: 4428:1989. Whips will be planted between November and February in clumps of similar species at 0.3m to 1m spacing with 3-5m gaps between clusters. Planted stock

will be bare root 40-60cm whips, planted approx. 6/m<sup>2</sup> in holes dug to the depth to accommodate all of the roots (approx. 400mm). It is recommended that plastic guards are avoided and, instead, the clusters of whips are protected by scattering brash cuttings over them. Brash can be used from other management tasks on Site, e.g., hedgerow cutting. Over the first five years of establishment any failed specimens will be replaced like for like.

Pioneer broadleaf species or farm weeds will need managing during the establishment phase. If and where possible, these will be removed by hand or cut before going to seed. It can take several years to get these under control. Invasive non-native species (INNS) may need different or specific interventions if these are discovered, but chemical interventions will be kept to a minimum, carefully timed, and undertaken sympathetically to avoid negative impact on the surrounding habitats.

The following native scrub species are recommended:

**Table 9: Mixed scrub target species mix**

SCRUB SPECIES (WHIPS)	% COVER
<i>Corylus avellana</i> - (Hazel)	15%
<i>Cornus sanguinea</i> – (Dogwood)	5%
<i>Euonymus europaeus</i> – (Spindle)	5%
<i>Acer campestre</i> – (Field Maple)	10%
<i>Sorbus aucuparia</i> – (Rowan)	10%
<i>Viburnum opulus</i> – (Guelder Rose)	10%
<i>Lonicera periclymenum</i> – (Honeysuckle)	5%
<i>Alnus glutinosa</i> – (Alder)	10%

SCRUB SPECIES (NATURAL REGENERATION)	% COVER
<i>Prunus spinosa</i> – (Blackthorn)	15%
<i>Crataegus monogyna</i> – (Hawthorn)	15%

### Habitat management

The natural scrub regeneration area is within the other neutral grassland field, which will be subject to grazing. It is recommended that the livestock species chosen to graze the Site also have tendencies to browse scrub, as this will help with long-term scrub management and allow a mosaic of dense scrub, scattered scrub, and open glades to develop. The stocking density of 0.5 livestock units per hectare recommended above can be used as a starting point and adapted as necessary following monitoring visits. It may be necessary to manually cut back areas of scrub, in addition to grazing and browsing, so that a natural mosaic structure is maintained. However, it will be important for the scrub to have established and be well rooted before being exposed to grazing, or the plants could be easily uprooted by grazers.

Habitat piles, using brash, logs or grass cuttings from ongoing management activities, will be created within and around the edge of the scrub mosaic to provide opportunities for mammals, reptiles, amphibians, and invertebrates. This will also ensure that management costs are reduced by keeping the cut vegetation on Site.

The proposed habitat creation and management measures incorporate rewilding principles to achieve the optimal outcome for biodiversity and reflect the Defra Metric 4.0 Habitat Condition Assessment Sheets criteria for mixed scrub habitat type, as detailed in Table 10 below.

**Table 10: Measures to achieve good condition mixed scrub.**

CONDITION ASSESSMENT CRITERIA	MEASURE TO MEET CONDITION CRITERIA
Habitat is representative of UKHab description (where in its natural range). 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 up to 100% cover).	The range and percentage cover of native species recommended in Table 9 will ensure that this criterion is met. Annual monitoring will record the species abundance and remedial action will be undertaken should one species become dominant.

There is a good age range – all of the following are present: seedlings, young shrubs and mature shrubs.	The combination of whip planting and natural regeneration will enable a good age range to establish. Annual monitoring will record the age ranges present. Cutting back of some scrub areas can be applied if necessary.
There is an absence of invasive non-native species (as listed on Schedule 9 of WCA, 1981) and species indicative of sub-optimal condition make up less than 5% of ground cover.	Annual monitoring will record the presence of any Schedule 9 species and measure the percentage cover of undesirable species. Removal of these species will be undertaken as necessary.
The scrub has a well-developed edge with scattered scrub and tall grassland and/or herbs present between the scrub and adjacent habitat(s).	The natural scrub regeneration area is within the other neutral grassland field, which will be subject to grazing. This will enable a well-developed edge to establish with herb species present.
There are clearings, glades or rides present within the scrub, providing sheltered edges.	Grazing and browsing is expected to retain open areas within the scrub. Annual monitoring will identify if any areas have become too dense. Cutting back of some scrub will be undertaken as necessary.

## Ponds and Temporary Pools

### Habitat establishment

A series of ponds and temporary pools will be created within the arable fields in areas that are known to be regularly flooded during winter. Deeper ponds will be created in the western and central fields, and temporary pools will be created in the eastern field. The deeper ponds will be connected by a series of ditches to allow easier movement of water during flooding events.

Nine deep ponds will be created with the majority having areas between 200m<sup>2</sup> and 800m<sup>2</sup>; one larger pond will be created in the central field of 1400m<sup>2</sup>. Each pond will be excavated to provide a wide shallow drawdown zone (an area of mud and vegetation which is flooded in winter and spring, and progressively dries as water levels fall in summer) of depths varying from 0-10 mm and 20-30mm. The drawdown zone is the most biodiverse area of a pond as it's where diverse aquatic vegetation can establish, thereby attracting wildlife. Pond slopes will be shallow and no more than a 1:5 slope.

The deeper sections of the pond (up to 1.5m depth) is to cover approximately 15% of the total pond area and a depth of no more than 1.5m. The ponds are unlikely to require a liner given the soil type and hydrology of the site.

The temporary pools in the eastern field will have areas between 60m<sup>2</sup> and 900m<sup>2</sup>. They will be excavated to a maximum of 50cm in the centre and will have gently sloping sides at a 1:8 slope.

All spoil created in the excavation of the ponds will be kept on Site and used to create invertebrate and reptile banks. These banks should be orientated east to west, presenting a long South facing bank. These are linear bunds that support a mosaic of colonising vegetation, inert material, and bare ground, which provide optimal conditions for rare invertebrate and butterfly species to thrive. Sheltering, hibernating, and basking opportunities are also provided for reptiles.

The ponds and temporary pools will colonise naturally over time and natural regeneration is an important stage in pond development, therefore the majority of the pond margins will be left unplanted. Natural regeneration of the ponds will be accelerated through the inclusion of the UK native marginal plants listed below, which are specified to provide a combination of tall marginal vegetation, low growing vegetation, and emergent plants, which will provide egg-laying opportunities for species such as great crested newt.

Plants will be introduced as 7cm root trainers at a density of 8 plants/m<sup>2</sup> in clumps of similar species and planted in the drawdown zone at depths between 10-30mm. The optimal time for buying pond plants is between mid-spring and early summer as they are in their best condition, however we suggest planting these as early or late in the season as possible to protect for drier spells.

Figure 4 illustrates the different planting zones within a pond. It is recommended that species are selected from the following list:

- *Alisma plantago-aquatica* – (common water-plantain)
- *Alopecurus geniculatus* – (marsh foxtail)
- *Butomus umbellatus* – (flowering rush)
- *Callitriche stagnalis* – (water starwort)

- *Caltha palustris* – (marsh marigold)
- *Cardamine pratensis* – (cuckoo flower)
- *Carex aquatilis* – (water sedge)
- *Carex riparia* – (greater pond sedge)
- *Eleocharis palustris* – (common spike-rush)
- *Geum rivale* – (water avens)
- *Glyceria fluitans* – (floating sweet-grass)
- *Iris pseudacorus* – (yellow flag-iris)
- *Lychnis flos-cuculi* – (ragged robin)
- *Lycopus europaeus* – (gypsywort)
- *Lysimachia nummularia* – (creeping jenny)
- *Menyanthes trifoliata* – (bogbean)
- *Myosotis scorpioides* – (water forget-me-not)
- *Phalaris arundinacea* – (reed canary grass)
- *Polygonum amphibium* – (water smartweed)
- *Potamogeton crispus* – (curled pondweed)
- *Potamogeton natans* – (broad-leaved pondweed)
- *Potamogeton pectinatus* – (sago pondweed)
- *Ranunculus aquatilis* – (water crowfoot)
- *Sparganium erectum* – (branched bur-reed)
- *Veronica beccabunga* – (brooklime)
- *Veronica catenata* – (water speedwell)

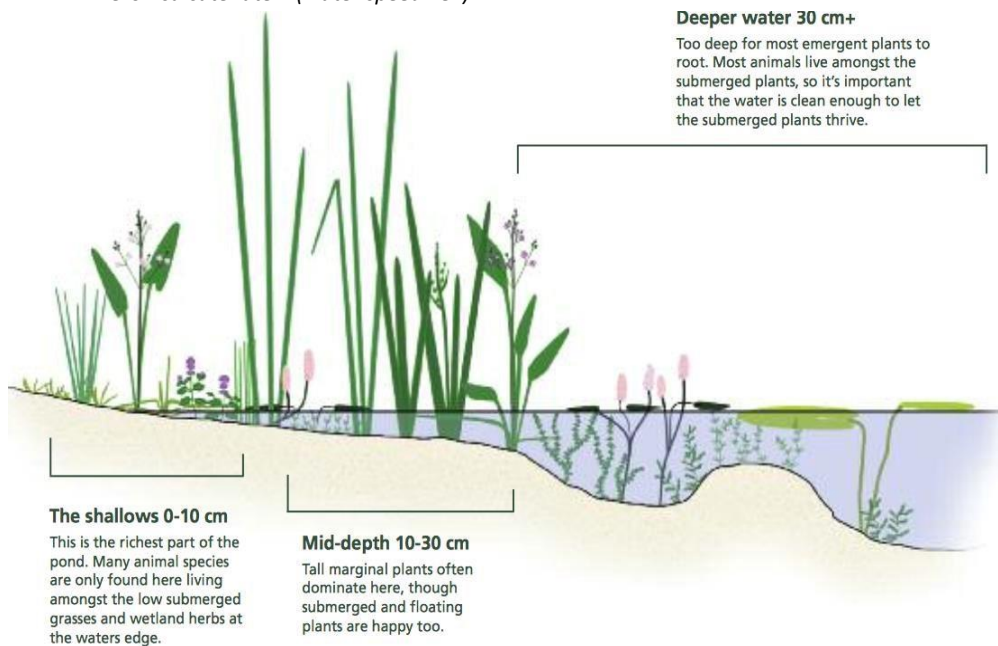


Figure 4: Different ecological zones of a wildlife pond showing shallow drawdown zone (Freshwater Habitats Trust, Pond Creation Guide)

**Habitat management**

The ponds will be managed as wildlife ponds and will be within grasslands areas subject to light grazing: 0.5 livestock units per hectare have been recommended. Temporary fencing is desirable to allow the marginal plants to establish; however, it is recommended that the long-term management allows the grazing animals to access the ponds, as they can browse the marginal vegetation and prevent the ponds from becoming choked with vegetation.

If permanent fencing is desirable, it is recommended that a cutting regime is introduced once the marginal vegetation is established. An annual cut removing approximately 1/5 of the marginal vegetation will be carried out in the autumn, any in pond vegetation that’s removed should be left next to the pond for 3-5 days to allow any pond species to return before being moved for further away. Cut vegetation can be kept on Site and used to create habitat piles for amphibians and small mammals near the ponds.

The proposed habitat creation and management measures incorporate rewilding principles to achieve the optimal outcome for biodiversity and reflect the Defra Metric 4.0 Habitat Condition Assessment Sheets criteria for pond habitat type, as detailed in Table 11 below.

**Table 11: Management measures to achieve moderate condition ponds.**

CONDITION ASSESSMENT CRITERIA	MANAGEMENT MEASURE TO MEET CONDITION CRITERIA
The pond is of good water quality, with clear water (low turbidity) indicating no obvious signs of pollution. Turbidity is acceptable if the pond is grazed by livestock.	Ponds and temporary pools will be situated in a restored floodplain ecosystem with low levels of management. Marginal and aquatic vegetation will retain good water quality. This will be monitored annually.
There is semi-natural habitat (i.e., moderate distinctiveness or above) for at least 10m from the pond edge.	Ponds and temporary pools will be surrounded by floodplain wetland mosaic and CFGM, lowland meadow and other neutral grassland, which are of high and medium distinctiveness respectively.
Less than 10% of the pond is covered with duckweed or filamentous algae.	Eutrophication is not anticipated due to the semi-natural landscape that will surround the ponds. This will be monitored annually, and action taken as necessary.
The pond is not artificially connected to other waterbodies, either via streams, ditches or artificial pipework.	The pond systems will be connected to the existing ditches that cross the Site, to allow for water movement throughout the pond network. This condition criteria will therefore not be achieved.
Pond water levels should be able to fluctuate naturally throughout the year. No obvious dams, pumps or pipework.	The ponds will be fed by spring, rainwater, and floodwater. There will not be any artificial pipework and the water levels will fluctuate naturally.
There is an absence of non-native plant and animal species.	Signal crayfish are known to be present in the River Evenlode and may colonise the ponds. It is expected that signal crayfish would be predated by wader species, particularly in the winter. Annual monitoring will record the presence of Schedule 9 species and action taken as necessary.
The pond is not artificially stocked with fish. If the pond naturally contains fish, it is a native fish assemblage at low densities.	The ponds are expected to naturally contain fish due to the River Evenlode flooding. It is expected that predation will keep the assemblage at low densities. This will be monitored annually.
In non-woodland ponds, plants, be they emergent, submerged or floating (excluding duckweeds), should cover at least 50% of the pond area that is less than 3 m deep.	The combination of natural regeneration and plug planting will ensure that marginal and aquatic vegetation is established. The cover of vegetation will be monitored annually, and additional planting will be undertaken if required.
The surface of non-woodland ponds is no more than 50% shaded by woody bankside species.	All of the non-woodland ponds are located within open grassland that will be managed as hay meadows and grazed. This will reduce the encroachment of woody vegetation; however, some may still establish on the bankside. This will be monitored annually, and remedial action taken as necessary.

## Hedgerows

There are four established hedgerows and one recently planted hedgerow currently on Site. The established hedgerows are assessed to be in moderate condition and will be enhanced to a target condition of good. The recently planted hedgerow will be established and then subject to long term management to also achieve a target condition of good.

### Hedgerow establishment

The recently planted hedgerow is currently within the establishment phase, which is approximately five years. During this phase, the shrubs are monitored, and any failed specimens are replaced like for like to stop gap developing.

Within the first few years of establishment the shrubs will be cut down to 45 - 60cm above the ground; this will be undertaken once and in the spring. This hard pruning encourages the shrubs to spread out and create a dense structure, which will reduce the likelihood of gaps developing at the hedgerow base in the future. The density of weeds and competition from grasses at the base of each shrub will be monitored throughout the growing season and cut back as necessary. Mulching the base of each shrub with a wellrotted woodchip can help prevent weeds and grasses becoming overgrown as well as improving water retention in the soil and feeding the new planting.

### Hedgerow enhancement and long-term management

Hedgerow enhancement will focus on meeting the following two Defra Metric 4.0 Habitat Condition Assessment Sheets criteria for hedgerows:

- Criterion B1 - Gap between ground and base of canopy <0.5m for >90% of length (unless 'line of trees').
- Criterion C1 - Plant species indicative of nutrient enrichment of soils dominates <20% cover of the area of undisturbed ground.

In order to plug the gaps at the base of the hedgerow there are two options that can be applied. The first is to undertake additional planting with UK native species such as hazel (*Corylus avellana*), guelder rose (*Viburnum opulus*), field maple (*Acer campestre*), and spindle (*Euonymus europaeus*). Hawthorn and blackthorn would also be suitable; however, all the hedgerows on Site already support these species. It is recommended that the shrubs are planted on the side of the hedgerows that receives the most sun to encourage successful growth and establishment. If this is not possible, endeavour to select species that are more shade tolerant. Long-term management will require cutting the hedgerow every three years, many hedge species like hawthorn and blackthorn produce their fruit from that year's flowers, so annual cutting removes a huge resource for wildlife. Where possible, hedgerows should only be cut between November and February, the later the cut the more winter food will be available for birds and wildlife.

The second option is to manage the hedgerows by laying. This ancient practise maintains the functionality and vigour of hedge species by creating a dense thicket of vegetation with new, productive shoots. The benefit of laying over more modern techniques such as cutting/flailing, is that laying creates dense structure with lots of young growth. It also helps maintain a stock proof barrier that does not become open with gaps at the bottom. Lay each hedgerow every 5-10 years and in varying years to ensure winter food resources are retained. This should be done in November-February, while plants are dormant.

It is expected that criterion C1 detailed above will be achieved through the conversion of the arable land, adjacent to the hedgerows, to other neutral grassland. The management of this grassland through its establishment and as a hay meadow in the long-term will gradually reduce the soil nutrient levels and alter the plant species composition.

## Woodland (broadleaved and mixed)

There are two areas of young plantation woodland currently on Site: an area of broadleaved woodland in the western arable field and a buffer of mixed woodland along the southern Site boundary adjacent to a railway line. They are currently assessed to be in poor condition; however, this is because they are young and still establishing, therefore do not yet support a varied age and vegetation structure, regeneration, mature and veteran trees, and deadwood. It is expected that moderate condition woodland can be achieved with longterm management.

Woodland enhancement will aim to meet the following Defra Metric 4.0 Habitat Condition Assessment Sheets criteria for woodlands.

These are selected from a larger list:

- Five or more native tree or shrub species found across woodland parcel.
- > 80% of canopy trees and >80% of understory shrubs are native.
- 10 – 20% of woodland has areas of temporary open space, unless woodland is <10ha in which case lower threshold of 10% does not apply.
- All three classes present in woodland: trees 4-7cm dbh, saplings and seedlings or advanced coppice regrowth.
- Three or more storeys across all survey plots or a complex woodland.
- 50% of all survey plots within the woodland parcel have standing deadwood, large dead branches/ stems and stumps.

The long-term goal for the woodlands is to establish a good structure with varying canopy heights, natural regeneration, developed understory and a rich ground flora. The trees are currently young and will need to establish further before introducing a shrub understory. It is recommended that a shrub understory is introduced when the trees are 3m tall. The following UK native species are recommended:

- Hazel (*Corylus avellana*)
- Holly (*Ilex aquifolium*)
- Field Maple (*Acer campestre*)
- Elder (*Sambucus nigra*)
- Honeysuckle (*Lonicera periclymenum*)

### Habitat management

A management regime is to be implemented every five years to ensure that a varied woodland structure is established. Thinning, coppicing and pollarding techniques can be utilised modestly to manage the woodland to invigorate growth of the respective trees and shrubs and create areas of open space available for ground flora to flourish. It is recommended that 5% of trees are thinned, coppiced, or pollarded at any one time, if deer pressure is a risk, then the coppice stool (cut stumps) will need protecting, this can be achieved using the cut material to create a fence or scatter these over the stool. The trees chosen for management will be semi-mature; any trees that have potential to be future veterans will be retained. Any trees that show signs of decay will also be left so they can provide standing deadwood.

Any timber from the management works will be retained on Site and used to create log piles within the woodland, scrub, or near the ponds, or will be left in situ to become a deadwood resource.

**Specific monitoring objective: understory planting to be implemented once the already planted woodland trees are 3 metres tall.**



## HABITAT MONITORING REPORT

### Adaptive Management Approach

Adaptive management is a systematic approach to natural resource management that involves monitoring and evaluating the effectiveness of management actions and then adjusting as necessary to improve outcomes over time. It is an iterative process in which management actions are followed by targeted monitoring outcomes. These, in turn, inform the ongoing management.

Monitoring results inform necessary management changes to promote achieving BNG targets stated in the statutory biodiversity metric and HMMP. The monitoring can pick up any unexpected, external influences. Some examples are dealing with a new plant disease, an invasive species that is thriving due to climate change, or changes to site access due to site flooding.

Observations and notes from day-to-day management are important for delivering adaptive management. Consider how this information will be captured and fed into changes in management prescriptions, then through to subsequent monitoring reports.

Regular robust monitoring, and reporting to the responsible authority, should identify issues early on. Then you can make conscious decisions to implement effective actions. If the BNG objectives are affected by external factors, it is important to agree decisions on changes to the management prescriptions and targets with the responsible authority. Following the review, record any changes in this management plan and schedule.

### Site Monitoring

The Owner will permit access to the Site for monitoring by the competent ecologist, as his contractor, and periodic site inspections by the council.

Site monitoring will be undertaken by competent ecologists familiar with the details of this management plan to assess the success of the habitat creation and enhancement measures and whether the Defra Metric habitat condition criteria have been met. The surveys will be undertaken at a suitable time of year for the habitat type using the UK Hab classification system and complimentary condition assessment sheets. Monitoring methods and intervals are summarised in Table 12 below.

An annual monitoring report will be produced by a competent ecologist and provided to the Owner. Evidence relating to habitat type and condition will be gathered during each visit and included within these reports.

During the monitoring visits, if habitats are found to be failing or not meeting target conditions outlined within the biodiversity net gain calculation, remedial action will be required, and the management plan will be adapted as necessary. Remedial measures will be implemented using suitably experienced professionals in a way that minimises damage to the existing habitats (e.g., vehicle tracks, herbicide use, etc). Updated/adapted versions of the HMMP will be submitted to the council.

Reports will be submitted to the council as soon as reasonably practicable, and not after the 1<sup>st</sup> of February each year, as well as other relevant information (including but not limited to soil analyses, photographs, and species lists).

A final audit of the project will be sent to the council at the 30-year endpoint.

The Habitat Monitoring Report will be submitted in the following format:

- 1) Introduction
- 2) Methodology
- 3) Results
- 4) Evaluation
- 5) Remedial actions
- 6) HMMP updates
- 7) Monitoring Schedule Updates
- 8) Appendices



- a. Habitat map
- b. Condition Assessment sheets
- c. Metric calculation results

The Report will be submitted to the council as an electronic document (where possible, as PDF or Microsoft Word documents). Supporting documents (e.g., species lists, condition assessment sheets, and photographs) should also accompany the ecological report.

**Table 12: Monitoring methods and intervals**

Habitat type	Monitoring Method	Monitoring Interval	Project year	Date of submission
All habitats	Site appraisal by walk through	Annually	All	With annual report
Grassland	Rapid assessment of grassland	Every 3-5 years		With annual report
Grassland/ ponds	Full ecological survey and condition assessment during summer months (June-August).	Year 1, 2, 3, 4, 5, 10, 15, 20, 25	Year 1, 2, 3, 4, 5, 10, 15, 20, 25	With annual report
Woodland/ hedgerow/ scrub	Full ecological survey and condition assessment during summer months (April-August).	Year 1, 2, 3, 4, 5, 15, 25	Year 1, 2, 3, 4, 5, 15, 25	With annual report
Woodland understorey planting	Check height of planted trees – once they are 3 metres tall, understorey planting is required.	Year 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and as needed/agreed	All	With annual report
All habitats	Landowner annual report, covering all management activities on TOE template	Annually	1-30	October 31 all years
All habitats	Fixed and non-fixed-point photography	Flowering period	annually	With annual report July all years
All habitats	Soil tests	every 3 years	1,3,6,9,12,15,18,21,24,27,30	With annual report

### HABITAT ESTABLISHMENT WORKS SCHEDULE

Habitat type / feature	Habitat creation / enhancement task	Frequency / duration	Timing												Protected species considerations	Date completed		
			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Lowland meadow	Cut the existing modified grassland to 150 mm and remove arisings.	Twice annually for 5 years															Ensure that nesting bird checks are undertaken prior to cutting.	04/2023
Lowland meadow	Cut to 50 mm, harrow, and overseed existing grassland with green hay or a suitable seed mix.	Once (timing is method dependent)															N/A	04/2023
Other neutral grassland	Plough existing arable fields to depth of 50 cm and invert soil. Break soil to a fine tilth with a rotary tiller / power harrow.	Once at any time of year (optimal immediately before seeding)															N/A	04/2023
Other neutral grassland	Seed with green hay or a suitable seed mix.	Once (timing is method dependent)															N/A	04/2023
Other neutral grassland	Cut grassland to 150 mm and remove arisings from site.	Once in first year of establishment															N/A (grassland is unlikely to be suitable for nesting birds while still establishing)	04/2023
Floodplain wetland mosaic and CFGM	Cut the existing neutral grassland to 150 mm and remove arisings.	Twice annually for 3 years															Ensure that nesting bird checks are undertaken prior to cutting.	04/2023
Floodplain wetland mosaic and CFGM	Cut to 50 mm, harrow, and overseed existing grassland with local seed sources or a suitable seed mix.	Once (timing is method dependent)															N/A	04/2023
Mixed scrub	Plant tree / shrub whips in natural clusters.	Once (replace any failed specimens as necessary)															N/A	01/2023
Ponds / Temporary pools	Excavate ponds and temporary pools.	Once (during period when ground is dry)																04/2023
Invertebrate banks	Use spoil from pond earthworks to create invertebrate banks.	Once (during pond creation work)															N/A	04/2023
Ponds / Temporary pools	Plant marginal and emergent vegetation	Once (replace any failed specimens as necessary)															N/A	04/2023
Hedgerow (recently planted)	Replace any failed specimens	During initial five years															N/A	01/2023

Page 91

Hedgerow (recently planted)	Cut to 45 – 60 cm to encourage dense growth and mulch base.	Once (within the first 1-2 years of establishment)															N/A (hedgerow will not be suitable for nesting birds while still establishing)	01/2023
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Habitat type / feature	Habitat creation / enhancement task	Frequency / duration	Timing												Protected species considerations	Date completed		
			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Hedgerows (existing)	Plug existing gaps by additional planting	Once (replace any failed specimens as necessary)															N/A	01/2023
	Or plug existing gaps by hedgerow laying.	Once															N/A	01/2023
Woodland (existing)	Plant trees / shrubs to establish an understorey.	Once (replace any failed specimens as necessary)															N/A	01/2023

### HABITAT MANAGEMENT SCHEDULE

Page 92

Habitat type	Habitat management task	Frequency / duration	Timing												Protected species considerations	Date completed		
			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Lowland meadow / Other neutral grassland	Manage as a hay meadow and cut to 150 mm. Leave cut material in situ for a week to drop seeds.	Annually															Ensure that nesting bird checks are undertaken prior to cutting.	
Other neutral grassland	Cut existing field margins on a rotational basis (2/3 left uncut each year)	Annually															Ensure that nesting bird checks are undertaken prior to cutting.	
Lowland meadow / Other neutral grassland	Light winter grazing, removing livestock if poaching levels exceed 20%	Annually															N/A	
Floodplain wetland mosaic and CFGM	Regular mowing to maintain species diversity. Mowing once, usually in late summer. Light grazing, typically after mowing.	Annually															Ensure that nesting bird checks are undertaken prior to cutting.	
Mixed scrub	Cut back scrub if necessary to maintain clearings / glades.	As necessary based on annual monitoring															N/A	

Ponds / Temporary pools	Manage marginal vegetation through grazing or cutting. If cutting, remove 1/5 vegetation annually.	Annually if cutting or as necessary based on grazing levels														Undertaking pond management in autumn minimises risks to wildlife.	
Hedgerows	Cut hedgerow.	Every three years														N/A	
	Or re-lay hedgerow.	Every five to ten years														N/A	
Woodland (existing)	Thin, coppice or pollard 5% of semi-mature to mature trees (retain future veterans and leave decaying trees as standing deadwood)	Every five years														Ensure that any trees with potential bat roosting features are retained.	

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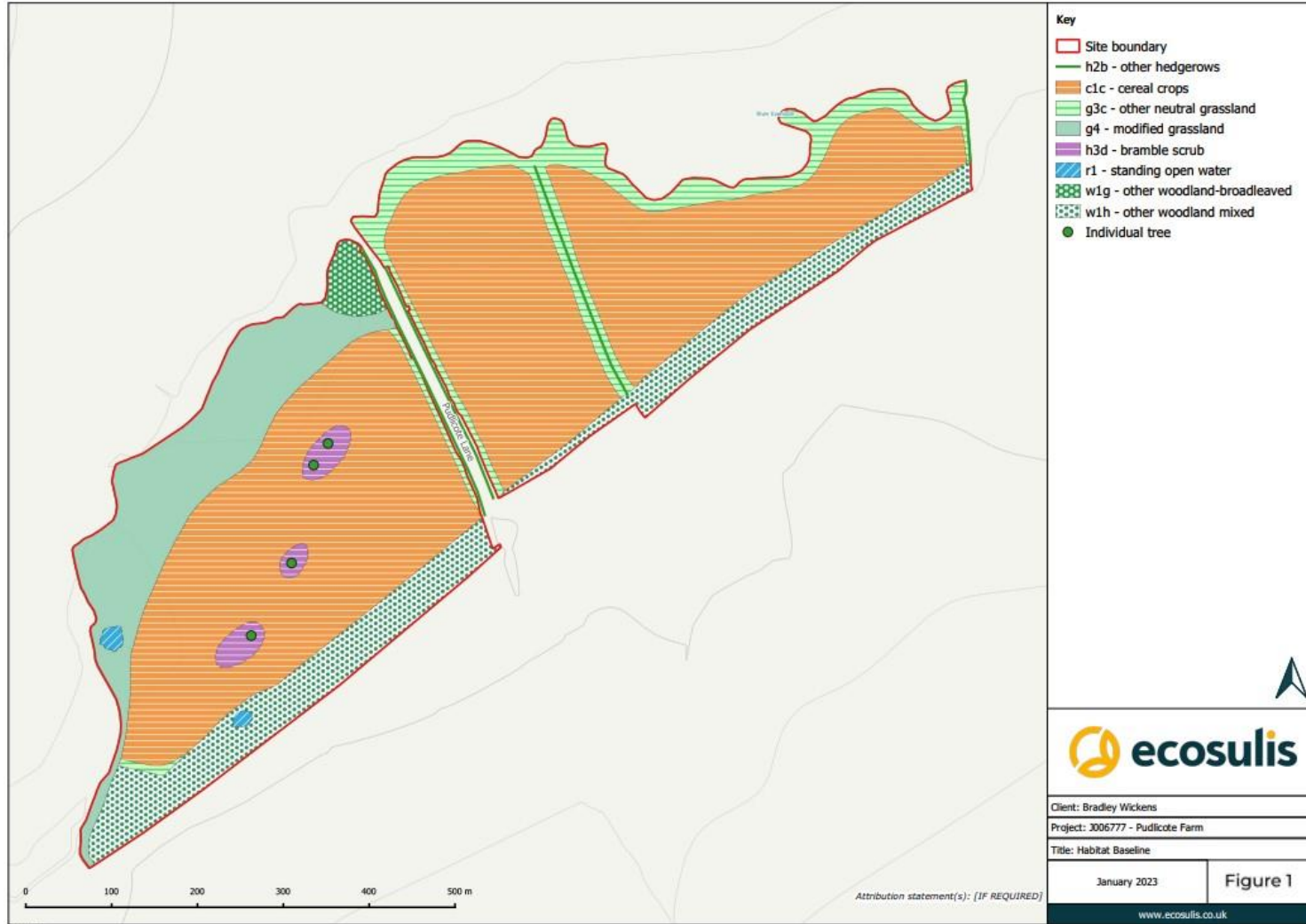
### Online resources:

**Freshwater Habitats Trust**, [Layout 1 \(freshwaterhabitats.org.uk\)](https://www.freshwaterhabitats.org.uk) [Accessed 24th January 2023]

**Magnificent Meadows** [How to create invert mounds \(magnificentmeadows.org.uk\)](https://www.magnificentmeadows.org.uk) [Accessed 24th January 2023]

**Rare Breeds Survival Trust**, ([Rare Breeds Survival Trust \(www.rbst.org.uk\)](https://www.rbst.org.uk)) [Accessed 24th January 2023]

APPENDIX I: BASELINE HABITATS

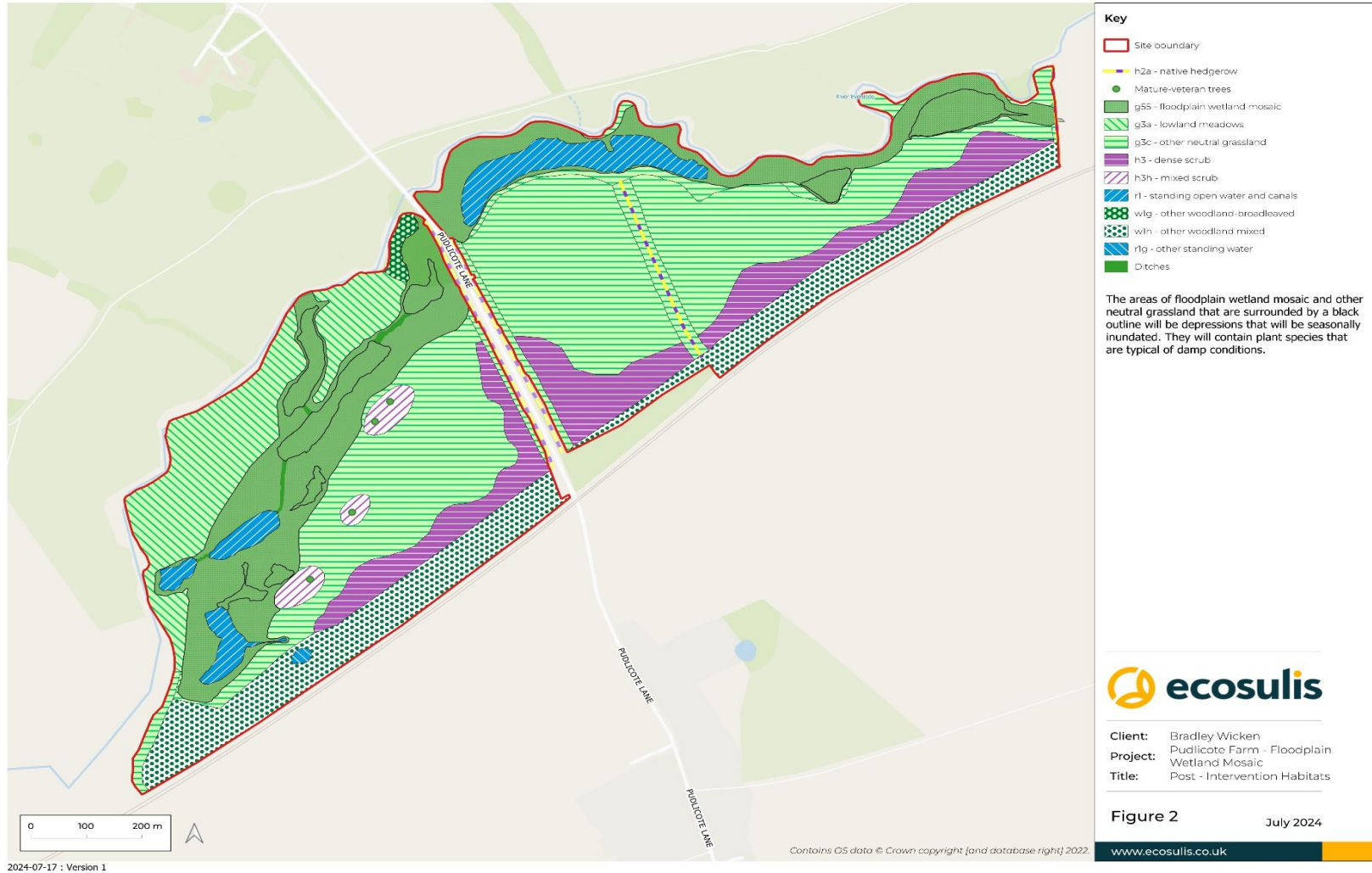


## APPENDIX II: BASELINE HABITAT CONDITION JUSTIFICATION

DEFRA 4.0 HABITAT TYPE	HABITAT CONDITION	CONDITION JUSTIFICATION
Grassland - Modified grassland	Poor	Passes five of the seven criteria in the Defra 4.0 condition assessment table for low distinctiveness grassland habitat types. Fails criteria one and two because the species diversity is low (less than 4 species per m2), and the sward height is even throughout (grass is cut to a uniform height)
Grassland - Other Neutral Grassland	Poor	The grassland areas either pass two or three of the six criteria in the Defra 4.0 condition assessment table for medium and high distinctiveness grassland habitat types. Fails criteria one, two, five and six because the appearance and composition of the grassland does not match the characteristics required for the 'other neutral grassland' habitat type, the sward height is tall throughout, there is a cover of species that indicate sub-optimal condition that is more than 5% of total area (38%-53% in total), and there is not consistently more than 9 species per m2 (the average across site is 3-5 species per m2).
Ponds	Moderate	Pass seven of the nine criteria in the Defra 4.0 condition assessment table for non-woodland ponds. Fail criteria one and two due to moderate water quality and because there is not distinct semi-natural habitat (of medium distinctiveness and above) for at least 10m from the edge of the pond; currently the surrounding landscape is modified grassland and arable.
Bramble Scrub	N/A	No condition assessment required
Arable	N/A	No condition assessment required
Other woodland; broadleaved	Poor	Woodland parcel scores a total of 24 points in the Defra 4.0 condition assessment table for woodland habitat types. Failures relate to woodland structure, regeneration, deadwood, absence of mature and veteran trees, as the woodland has been recently planted and has not established yet.
Other woodland; mixed	Poor	Woodland parcel scores a total of 25 points in the Defra 4.0 condition assessment table for woodland habitat types. Failures relate to woodland structure, regeneration, deadwood, absence of mature and veteran trees, as the woodland has been recently planted and has not established yet.
Hedgerows (native species-rich with trees and native with trees)	Moderate	All pass functional group A relating to height and width (between 3-5 m wide and 3-5 m tall) and functional group D relating to the presence of invasive non-native species and damage. Failures relate to a high percentage cover of undesirable species (20-40%), the presence of gaps at the base or canopy, and the number of trees present.



### APPENDIX III: PROPOSED HABITATS

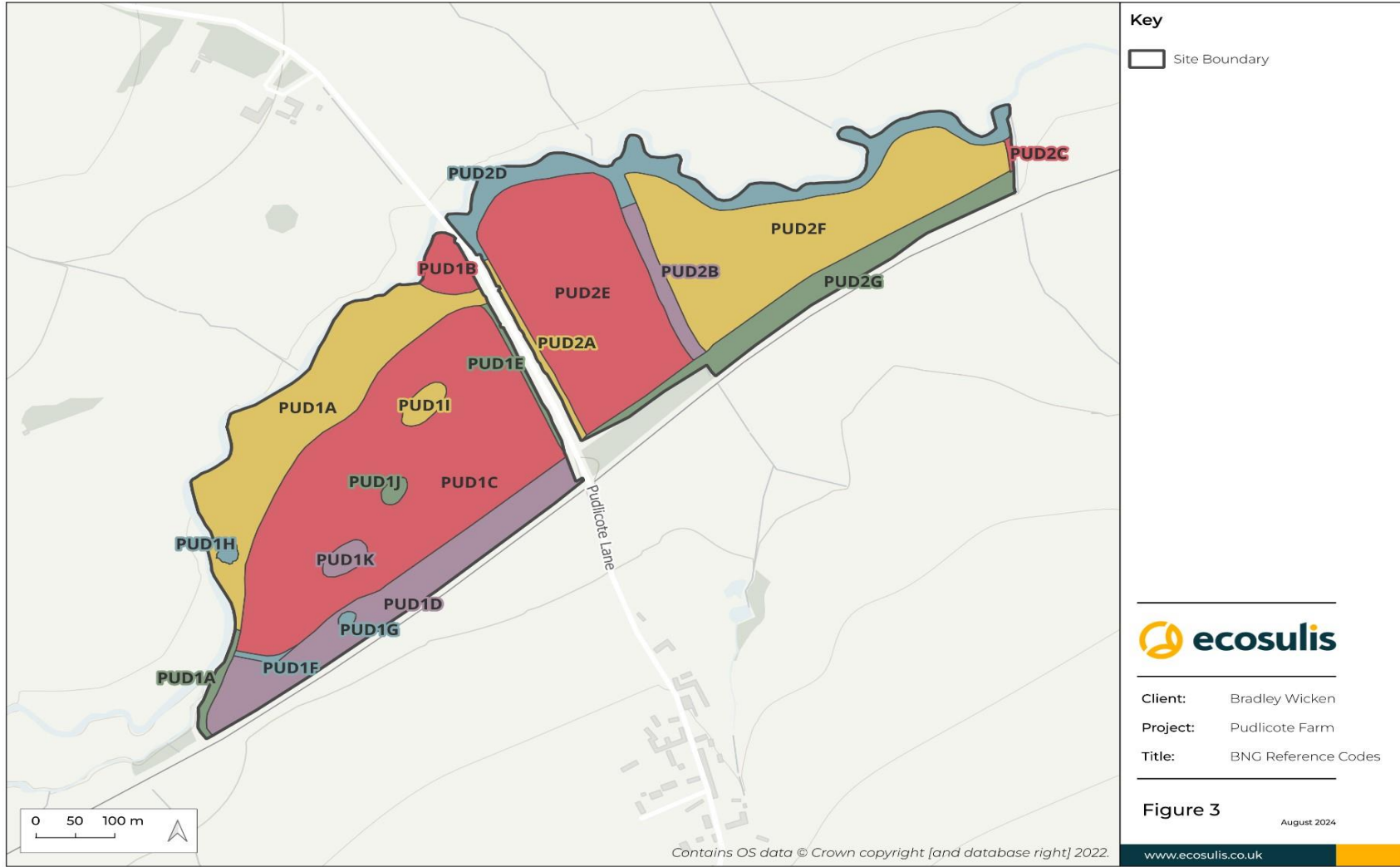


**APPENDIX IV: DEFRA METRIC 4.0 OFF-SITE HEADLINE RESULTS**

Off-site baseline	<i>Habitat units</i>	<b>90.01</b>	
	<i>Hedgerow units</i>	<b>13.51</b>	
	<i>Watercourse units</i>	<b>0.00</b>	
Off-site post-intervention <small>(Including habitat retention, creation &amp; enhancement)</small>	<i>Habitat units</i>	<b>278.24</b>	
	<i>Hedgerow units</i>	<b>21.21</b>	
	<i>Watercourse units</i>	<b>0.00</b>	
Off-site net change <small>(units &amp; percentage)</small>	<i>Habitat units</i>	<b>188.23</b>	<b>209.12%</b>
	<i>Hedgerow units</i>	<b>7.69</b>	<b>56.91%</b>
	<i>Watercourse units</i>	<b>0.00</b>	<b>0.00%</b>
Combined net unit change <small>(Including all on-site &amp; off-site habitat retention, creation &amp; enhancement)</small>	<i>Habitat units</i>	<b>188.23</b>	
	<i>Hedgerow units</i>	<b>7.69</b>	
	<i>Watercourse units</i>	<b>0.00</b>	
Spatial risk multiplier (SRM) deductions	<i>Habitat units</i>	<b>0.00</b>	
	<i>Hedgerow units</i>	<b>0.00</b>	
	<i>Watercourse units</i>	<b>0.00</b>	
<b>FINAL RESULTS</b>			
Total net unit change <small>(Including all on-site &amp; off-site habitat retention, creation &amp; enhancement)</small>	<i>Habitat units</i>	<b>188.23</b>	
	<i>Hedgerow units</i>	<b>7.69</b>	
	<i>Watercourse units</i>	<b>0.00</b>	

APPENDIX V: BNG REFERENCE CODES

Page 99



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