

# Medworth Energy from Waste Combined Heat and Power Facility

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Revision 1.0  
Deadline 1  
March 2023



## Schedule of Changes

Regulation reference: The  
Infrastructure Planning (Examination  
Procedure) Rules 2010

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# 1. Introduction

## 1.1 Purpose of the Document

1.1.1 This document sets out the changes made to documents submitted with the original Development Consent Order (DCO) Application for the Medworth Energy from Waste (EfW) Combined Heat and Power (CHP) Facility and subsequent submission, including Examination Deadlines.

1.1.2 This version (version 1.0) of the Document sets out changes to documents submitted at Deadline 1 (10 March 2023). Table 2.1 summarises the changes made to all submitted documents with the exception of the Draft DCO. Changes to this document are set out in Table 2.2.



## 2. Schedule of Changes

Table 2.1 Schedule of Changes

Document	Change	Reason for change	Deadline submitted
<b>2.4 Access and Public Rights of Way Plan [AS-005]</b>	Plan updated to reflect recent information provided by CCC with regard to the extent of highways land along New Bridge Lane.	FDC and CCC Joint Relevant Representation [RR-002 - RR-003] and ongoing engagement with CCC.	Deadline 1
<b>ES Chapter 3 Description of the Proposed Development Figures – 3.19 i – iv [APP-049]</b>	3.19 i – ii superseded by 3.19 i – iv – Figures updated to include for street lighting and tactile paving along the length of New Bridge Lane to Cromwell Road and for the signalisation of the New Bridge Lane/Cromwell Road Junction.	FDC and CCC Joint Relevant Representation [RR-002 - RR-003] and ongoing engagement with CCC.	Deadline 1
<b>Volume 6.4 ES Chapter 6 Traffic and Transport Appendix 6A Outline Construction Traffic Management Plan (CTMP) [APP-072]</b>	Paragraph 3.3.3 to provide clarity of the approximate percentage of construction vehicles that would use Algores Way.	FDC and CCC Joint Relevant Representation [RR-002 - RR-003] and ongoing engagement with CCC.	Deadline 1
<b>Volume 6.4 ES Chapter 6 Traffic</b>	Paragraph 4.6.2 – 4.6.3, Section 4.9 – text added to outline restrictions on construction traffic movements.	FDC and CCC Joint Relevant Representation [RR-002 - RR-003] and ongoing engagement with CCC.	Deadline 1



Document	Change	Reason for change	Deadline submitted
and Transport Appendix 6A Outline (CTMP) [APP-072]			
Volume 6.4 ES Chapter 6 Traffic and Transport Appendix 6A Outline (CTMP) [APP-072]	New Section 4.9 Route restrictions. Confirmation of the restrictions to be applied to the routing of construction traffic and provision of a new figure, Figure 4.3 EfW CHP Facility and TCC construction traffic routes and restrictions.	FDC and CCC Joint Relevant Representation [RR-002 - RR-003] and ongoing engagement with CCC together with comments made at OFH.	Deadline 1
Volume 6.4 ES Chapter 6 Traffic and Transport Appendix 6A Outline (CTMP) [APP-072]	Section 6 title amended to include for works in the highway with a new Section 6.3 to confirm the procedure to be followed with regard to submission of detailed design details to the relevant highway authority and the process for approval.	FDC and CCC Joint Relevant Representation [RR-002 - RR-003] and ongoing engagement with CCC.	
Volume 6.4 ES Chapter 6 Traffic and Transport Appendix 6A Outline (CTMP) [APP-072]	Paragraph 7.2.3 – maintenance of vehicular access to 10 New Bridge Lane.	In response to [RR-057].	Deadline 1
Volume 6.4 ES Chapter 6 Traffic and Transport Appendix 6A	Paragraph 7.2.6 – text added to confirm the proposed speed limit reduction along New Bridge Lane	FDC and CCC Joint Relevant Representation [RR-002 - RR-003] and ongoing engagement with CCC.	Deadline 1



Document	Change	Reason for change	Deadline submitted
Outline (CTMP) [APP-072]			
Volume 6.4 ES Chapter 6 Traffic and Transport Appendix 6A Outline (CTMP) [APP-072]	Paragraph 7.4.14 – mitigation measures for crossing key points on the highways network.	For the avoidance of doubt.	Deadline 1
Volume 6.4 ES Chapter 6 Traffic and Transport Appendix 6A Outline (CTMP) [APP-072]	Paragraphs 7.4.29-7.4.3 to provide a commitment to advanced notification to businesses ahead of temporary works affecting the highway.	In response to matters raised at the OFH1 and 2.	
Volume 6.4 ES Chapter 6 Traffic and Transport Appendix 6A Outline (CTMP) [APP-072]	Paragraph 7.4.33 – text inserted to confirm site familiarisation with emergency services would take place.	EEAST relevant representation [RR-013] and the subsequent discussions held on 14 December 2022.	Deadline 1
Volume 6.4 ES Chapter 6 Traffic and Transport Appendix 6A Outline (CTMP) [APP-072]	Paragraph 7.4.33 – text inserted to confirm local liaison group will be set up.	EEAST relevant representation [RR-013] and the subsequent discussions held on 14 December 2022.	Deadline 1



Document	Change	Reason for change	Deadline submitted
Volume 6.4 ES Chapter 6 Traffic and Transport Appendix 6A Outline (CTMP) [APP-072]	Paragraph 8.2.1 – monitoring requirements confirmed.	For clarity and with reference to commitments made earlier in the document.	Deadline 1
Volume 6.4 ES Chapter 6 Traffic and Transport Appendix 6A Outline (CTMP) [APP-072]	Section 10 added – to include reference to the revised Access Improvement drawings. New drawings included as Figures 10.1 and 10.2 to show the additional street lighting and tactile paving along New Bridge Lane, signalisation of the Cromwell Road/ New Bridge Lane junction, topographical information and swept paths.	FDC and CCC Joint Relevant Representation [RR-002 - RR-003].	Deadline 1
Volume 6.4 ES Chapter 7 Noise and Vibration Appendix 7D Outline Operational Noise Management Plan (ONMP) [APP- 077]	Paragraph 4.1.1 and 4.1.2 – minor editorial changes.  Paragraph 4.3.4 added to clarify that noise from vehicles on the public highway is included within the assessment.  Section 4.4 added which summarises predicted operational noise impacts.  Paragraph 5.1.2 – Sentence added addressing liaison with residents of 10	Minor editorial changes for clarity.  For clarity.  FDC and CCC Joint Relevant Representation [RR-002 - RR-003].  In response to [RR-057].  Minor editorial changes for clarity.	Deadline 1



Document	Change	Reason for change	Deadline submitted
	<p>New Bridge Lane regarding installation and maintenance of acoustic fence.</p> <p>Paragraph 5.1.4 – minor editorial change.</p> <p>Table 5.1 – made references to ‘reverse alarms’ consistent.</p>	For clarity and consistency.	
<b>Volume 6.4 ES Chapter 8: Air Quality Technical Report Appendix 8B Air Quality Technical Report [APP-078]</b>	Changes in response to RR-002-RR-003) CCC and FDC to include amendments to Table 8B2.4 and reference to FDC intention for Whittlesey AQMA plus additional continuous monitoring received by FDC.	FDC and CCC Joint Relevant Representation [RR-002 - RR-003].	Deadline 1
	Amendments to Table 8B3.6 and more information regarding BAT at paragraph 4.2.4 with additional information on odour concentrations at 4.2.21.	FDC and CCC Joint Relevant Representation [RR-002 - RR-003].	Deadline 1
	New Table 8B4.4 and amendments to Table 8B4.5.	FDC and CCC Joint Relevant Representation [RR-002 - RR-003].	Deadline 1
	Section 5, clarification on the method for Modelled Road Networks and amendments to Tables 8B5.1-5.4.	FDC and CCC Joint Relevant Representation [RR-002 - RR-003].	Deadline 1
	Section 6 Further explanation on the results for Human Receptors and	FDC and CCC Joint Relevant Representation [RR-002 - RR-003].	Deadline 1





Document	Change	Reason for change	Deadline submitted
	amendments to Tables 8B6.1 to 6.3 and Tables 8B6.10 and 6.13		
	Annex F additional meteorological information	FDC and CCC Joint Relevant Representation [RR-002 - RR-003].	Deadline 1
<b>Volume 6.4 ES Chapter 12 Hydrology Appendix 12F Outline Drainage Strategy [APP-086]</b>	<p><u>Section 3 (Consultation):</u> Amendment to text to include the various responses from the Consultation Meetings held with CCC, HWIDB, KLID and NCC.</p> <p><u>Section 4 (Proposed Drainage Strategy):</u> Amend text to indicate an increase in storage volumes of the three construction phase storage basins located in the TCC (ii) Area, to accommodate groundwater discharges from the deep storage bunker. Addition of text to indicate that 0.5m high temporary earth bunds to be provided around the EFW and TCC(I) construction phase areas to prevent flooding of surface water in the event of a failure of the pumping stations. Addition of text to state that the frequency for the replacement of straw bales to safeguard against pollution control, to be agreed with the Environment Agency.</p> <p><u>Section 4.4</u></p>	FDC and CCC Joint Relevant Representation [RR-002 - RR-003] and ongoing engagement with CCC and KLIDB.	Deadline 1



Document	Change	Reason for change	Deadline submitted
	<p><u>(Walsoken Substation Drainage Strategy)</u> Amendment to text to state that the location of discharge from the Walsoken Substation to be agreed with KLIDB, post DCO consent once infiltration testing and a topographical/ditch walkover survey has been undertaken. Text to indicate substation runoff outfall discharge rates and attenuation volumes for Construction and Operational phases have been updated.</p> <p><u>Section 6 (Summary)</u> Minor amendments to the text to reflect the amendments to the Walsoken Substation and frequency for the replacement of straw bales text.</p> <p><u>Figure 4.1</u> Amendment of 0.5m high earth bund around the perimeter of the northern Efw area and TCC (i). Increase storage capacity of 3 No attenuation basins in TCC (ii).</p>		
<b>Volume 7.9 Outline Flood Emergency Management Plan [APP-100]</b>	Paragraph 2.1.3, Table 5.1 - emergency planners to be notified of any residual risks.	Environment Agency (EA) Relevant Representation <b>[RR-014]</b> .	Deadline 1
<b>Volume 7.9 Outline Flood Emergency</b>	Paragraph 1.1.3 – the Cambridgeshire and Peterborough Local Resilience	FDC and CCC Joint Relevant Representation <b>[RR-002 - RR-003]</b> .	Deadline 1



Document	Change	Reason for change	Deadline submitted
<b>Management Plan [APP-100]</b>	Forum will be engaged in the production of the final plan.		
<b>Volume 7.11 Outline Odour Management Plan [APP-102]</b>	Table 2.1 – Sensitivity of receptors updated.	FDC and CCC Joint Relevant Representation [RR-002 - RR-003].	Deadline 1
<b>Volume 7.12 Outline Construction Environmental Management Plan (CEMP) [APP-103]</b>	Paragraph 1.5.4 – reference to ‘local’ deleted on the matter of ‘relevant planning authorities’.	For precision.	Deadline 1
<b>Volume 7.12 Outline CEMP [APP-103]</b>	New Paragraph 3.5.20 – to add reference to liaison meetings with businesses and relevant statutory parties. Paragraph 3.5.21 – Establishment of local liaison group with host authorities, relevant statutory bodies and East of England Ambulance Service and partners together with local businesses.	EEAST relevant representation [RR-013] and the subsequent discussions held on 14 December 2022. Response to relevant representations and comments made at the Open Floor Hearings from local businesses.	Deadline 1
<b>Volume 7.12 Outline CEMP [APP-103]</b>	Paragraph 5.3.5 – Reference to measures to mitigate non-road mobile machinery (NRMM) exhaust emissions during construction.	Fenland District Council (FDC) and Cambridgeshire County Council (CCC) Joint Relevant Representation [RR-002 - RR-003].	
<b>Volume 7.12 Outline CEMP [APP-103]</b>	Paragraph 5.4.4 – more information on the scope of the detailed CEMP to be submitted prior to the commencement of site clearance.	Fenland District Council (FDC) and Cambridgeshire County Council (CCC) Joint Relevant Representation [RR-002 - RR-003].	Deadline 1

## 11 Schedule of Changes



Document	Change	Reason for change	Deadline submitted
<b>Volume 7.12 Outline CEMP [APP-103]</b>	Paragraph 543.5 – reference to the preparation of a separate Grid Connection Construction Noise Management Plan (GCCNMP).	FDC and CCC Joint Relevant Representation [RR-002 - RR-003].	Deadline 1
<b>Volume 7.12 Outline CEMP [APP-103]</b>	Paragraph 5.9.1 – 5.9.4 - inclusion of a reference to a Written Scheme of Investigation being prepared to a scope provided by CCC. Also for the preparation of a specialist geoarchaeological/geological study. Reference to the procedure to be followed in the event that human remains are encountered.	FDC and CCC Joint Relevant Representation [RR-002 - RR-003].	Deadline 1
<b>Volume 7.12 Outline CEMP – Appendix A Outline Dust Management Plan [APP-103]</b>	Title of document changed from ‘Dust Mitigation Measures’	ExA Question AQHH.1.14	Deadline 1
<b>Volume 7.12 Outline CEMP – Appendix B Outline Water Management Plan [APP-103]</b>	Paragraph 2.2.9, 2.2.11, 3.3.5– request to use hay/straw bales as a pollution prevention measure and replaced regularly.	Environment Agency (EA) Relevant Representation [RR-014].	Deadline 1
<b>Volume 7.12 Outline CEMP – Appendix B Outline Water Management Plan (OWMP) [APP-103]</b>	Paragraph 2.3.2 – volume of the three attenuation basins increased.	FDC and CCC Joint Relevant Representation [RR-002 - RR-003].	Deadline 1



Document	Change	Reason for change	Deadline submitted
<b>Volume 7.12 Outline CEMP – Appendix B OWMP [APP-103]</b>	Removal of reference to four non-IDB crossings throughout the OWMP.	To differentiate between IDB and non-IDB drains.	Deadline 1
<b>Volume 7.12 Outline CEMP – Appendix B OWMP [APP-103]</b>	Paragraph 3.3.2 – reference to regular testing of water discharged into open watercourses.	Environment Agency (EA) Relevant Representation <b>[RR-014]</b> .	Deadline 1
<b>Volume 7.12 Outline CEMP – Appendix B OWMP [APP-103]</b>	Paragraph 3.3.5 – additional measures relating to soils and provision of filter strips added.	Hundred of Wisbech Internal Drainage Board (IDB) Relevant Representation <b>[RR-017]</b> .	Deadline 1
<b>Volume 7.12 Outline CEMP – Appendix B OWMP [APP-103]</b>	Paragraph 4.3.2 – emergency planners to be notified of any residual risks.	Environment Agency (EA) Relevant Representation <b>[RR-014]</b> .	Deadline 1
<b>Volume 7.12 Outline CEMP – Appendix F Outline Construction Noise and Vibration Management Plan [APP-103]</b>	Section 1 – minor editorial changes	Minor editorial changes for clarity, and to amend reference to relevant legislation.	Deadline 1
	Section 2 added. This section identifies the Receptors considered in the noise and vibration assessment, the predicted impacts and the potential for significant effects without additional mitigation in place.	FDC and CCC Joint Relevant Representation <b>[RR-002 - RR-003]</b> .	
	Section 3 – editorial changes.	Editorial changes for clarity, and to reiterate need to update the document prior to commencement of construction.	

## 13 Schedule of Changes



Document	Change	Reason for change	Deadline submitted
	Section 6 – minor editorial changes.	For clarity and consistency with amended Section 1.	
<b>Volume 7.15 Outline Operational Traffic Management Plan [APP-106]</b>	Paragraph 2.5.1 – 2.5.2 – text inserted to confirm local liaison group will be set up.	EEAST relevant representation [RR-013] and the subsequent discussions held on 14 December 2022.	Deadline 1



Table 2.2 Schedule of Changes Draft Development Consent Order (Volume 3.1) [APP-013]

Location	Request	Rationale	Summary of Change	Relevant doc version
<b>Article 2 – Interpretation</b>	Applicant	New definitions required as a consequence of new Requirements 22 and 23 to demonstrate the Applicant's commitment to carbon capture readiness for the authorised development	<p>“carbon capture and export readiness reserve space” means the area identified on the carbon capture and export readiness reserve space plan for future installation and operation of any carbon capture and export equipment;</p> <p>“carbon capture and export readiness reserve space plan” means the document of that name identified in Table 10 of Schedule 13 and which is certified by the Secretary of State as the carbon capture and export readiness reserve space plan for the purposes of this Order;</p>	Rev 2
<b>Article 2 – Interpretation</b>	Applicant	Correction	“date of final commissioning” means the date on which the commissioning of the authorised development (or any part of the authorised development as the context requires) is completed as notified as such by the undertaker to the relevant planning authority pursuant to requirement <del>21</del> 20 of Schedule 2 (requirements);	Rev 2
<b>Article 2 – Interpretation</b>	Applicant	New definition required as a consequence of a new Requirement 27 relating to	“outline local air quality monitoring strategy” means the document of that name identified in Table 10 of Schedule 13 and which is certified by the Secretary of State as the outline local air quality monitoring strategy for the purposes of this Order;	Rev 2



Location	Request	Rationale	Summary of Change	Relevant doc version
		operational local air quality monitoring		
<b>Article 2 – Interpretation</b>	Applicant	New definition required as a consequence of amendments to Requirement 13 relating to flood risk management at Work No. 9	“outline Walsoken Substation flood emergency management plan” means the document of that name identified in Table 10 of Schedule 13 and which is certified by the Secretary of State as the outline Walsoken Substation flood emergency management plan for the purposes of this order;	Rev 2
<b>Article 2 – Interpretation</b>	Applicant	Correction	(3) All distances, directions, <b>volumes</b> , heights, widths and lengths referred to in this Order are approximate and distances between points on a numbered work comprised in the authorised development and shown on the works plans and access <b>and public</b> rights of way plans are taken to be measured along that work.	Rev 2
<b>Article 11(1)</b>	Applicant	Correction	1.—(1) The undertaker may for the purposes of the authorised development alter the layout of or construct any works in the street in the case of permanent works as specified in column (2) of Schedule 4 (streets subject to permanent alteration <b>of layout</b> ) in the manner specified in relation to that street in column (3) of that Schedule and in the case of temporary works as specified in column (2) of Schedule 5 (streets subject to temporary alteration <b>of layout</b> ) in the manner specified in relation to that street in column (3) of that Schedule.	Rev 2





Location	Request	Rationale	Summary of Change	Relevant doc version
Article 13	Applicant	Correction	<b>Temporary prohibition or restriction of use of streets and public rights of ways</b>	Rev 2
<b>Article 22 – Removal of human remains</b>	Inserted in response to comments made by Fenland District Council regarding the application of the Burial Act 1857 during construction	New article providing a scheme governing the removal of any human remains found within the Order limits. The drafting of this Article is based on a model provision and was included in Article 12 of the Little Crow Solar Park Order 2022.	<p>New article inserted with consequential renumbering of articles and cross-references.</p> <p><b><u>Removal of human remains</u></b></p> <p>22.—(1) Before the undertaker carries out any development or works which will or may disturb any human remains within the Order limits it must remove those human remains from the Order limits, or cause them to be removed, in accordance with the following provisions of this article.</p> <p>(2) Before any such remains are removed from the Order limits the undertaker must give notice of the intended removal, describing the Order limits and stating the general effect of the following provisions of this article, by—</p> <p>(a) publishing a notice once in each of two successive weeks in a newspaper circulating in the area of the authorised development; and</p> <p>(b) displaying a notice in a conspicuous place within or near the Order limits.</p> <p>(3) As soon as reasonably practicable after the first publication of a notice under paragraph (2) the undertaker must send a copy of the notice to the relevant burial authority for the land from which the relevant human remains are to be removed.</p>	Rev 2



Location	Request	Rationale	Summary of Change	Relevant doc version
			<p>(4) At any time within 56 days after the first publication of a notice under paragraph (2) any person who is a personal representative or relative of any deceased person whose remains are interred within the Order limits may give notice in writing to the undertaker of that person’s intention to undertake removal of the remains.</p> <p>(5) Where a person has given notice under paragraph (4), and the remains in question can be identified, that person may cause such remains to be—</p> <p>(a) removed and re-interred in any burial ground or cemetery in which burials may legally take place; or</p> <p>(b) removed to, and cremated in, any crematorium,</p> <p>and that person must, as soon as reasonably practicable after such re-interment or cremation, provide to the undertaker a certificate for the purpose of enabling compliance with paragraph (10).</p> <p>(6) If the undertaker is not satisfied that any person giving notice under paragraph (4) is the personal representative or relative as that person claims to be, or that the remains in question can be identified, the question must be determined on the application of either party in a summary manner by the county court, and the court may make an order specifying who must remove the remains and as to the payment of the costs of the application.</p>	



Location	Request	Rationale	Summary of Change	Relevant doc version
			<p>(7) The undertaker must pay the reasonable expenses of removing and re-interring or cremating the remains of any deceased person under this article.</p> <p>(8) If—</p> <p>(a) within the period of 56 days referred to in paragraph (4) no notice under that paragraph has been given to the undertaker in respect of any remains within the Order limits; or</p> <p>(b) such notice is given and no application is made under paragraph (6) within 56 days after the giving of notice but the person who gave the notice fails to remove the remains within a further period of 56 days; or</p> <p>(c) within 56 days after any order is made by the county court under paragraph (6) any person, other than the undertaker, specified in the order fails to remove the remains; or</p> <p>(d) it is determined that the remains to which any such notice relates cannot be identified,</p> <p>subject to paragraph (9) the undertaker must remove the remains and cause them to be re-interred in such burial ground or cemetery in which burials may legally take place as the undertaker thinks suitable for the purpose; and, so far as possible, remains from individual graves are to be re-interred in individual containers which must be identifiable by a record prepared with reference to the original position of burial of the remains that they contain.</p>	



Location	Request	Rationale	Summary of Change	Relevant doc version
			<p>(9) If the undertaker is satisfied that any person giving notice under paragraph (4) is the personal representative or relative as that person claims to be and that the remains in question can be identified, but that person does not remove the remains, the undertaker must comply with any reasonable request that the person may make in relation to the removal and re-interment or cremation of the remains.</p> <p>(10) On the re-interment or cremation of any remains under this article—</p> <p>(a) a certificate of re-interment or cremation must be sent by the undertaker to the Registrar General giving the date of re-interment or cremation and identifying the place from which the remains were removed and the place in which they were re-interred or cremated; and</p> <p>(b) a copy of the certificate of re-interment or cremation and the record mentioned in paragraph (8) must be sent by the undertaker to the local authority mentioned in paragraph (3).</p> <p>(11) No notice is required under paragraph (2) before the removal of any human remains where the undertaker is satisfied—</p> <p>(a) that the remains were interred more than 100 years ago; and</p> <p>(b) that no relative or personal representative of the deceased is likely to object to the remains being removed in accordance with this article.</p>	



Location	Request	Rationale	Summary of Change	Relevant doc version
			<p>(12) In this article references to a relative of the deceased are to a person who—</p> <p>(a) is a husband, wife, civil partner, parent, grandparent, child or grandchild of the deceased; or</p> <p>(b) is, or is a child of, a brother, sister, uncle or aunt of the deceased; or</p> <p>(c) is the lawful executor of the estate of the deceased; or</p> <p>(d) is the lawful administrator of the estate of the deceased.</p> <p>(13) The removal of the remains of any deceased person under this article must be carried out in accordance with any directions which may be given by the Secretary of State.</p> <p>(14) Any jurisdiction or function conferred on the county court by this article may be exercised by the district judge of the court.</p> <p>(15) Section 25 of the Burial Act 1857(a) (bodies not to be removed from burial grounds, save under faculty, without licence of Secretary of State) is not to apply to a removal carried out in accordance with this article.</p> <p>(16) The Town and Country Planning (Churches, Places of Religious Worship and Burial Ground) Regulations 1950(b) do not apply to the authorised development.</p> <p>[Footnotes]</p> <p>(a) 1857 c. 81. Substituted by Church of England (Miscellaneous Provisions) Measure 2014, section 2 (January 1,</p>	



Location	Request	Rationale	Summary of Change	Relevant doc version
			<p>2015; substitution has effect subject to transitional and saving provisions specified in S.I. 2014/2077, paragraphs 1 and 2).</p> <p>(b) S.I. 1950/792.</p>	
<b>Article 25(2)</b>	Applicant	Correction	(2) In the case of the Order land specified in column (1) of the table in Schedule 8 (land in which <b>only</b> new rights etc. may be acquired) the undertaker's powers of compulsory acquisition are limited to the acquisition of existing rights and the benefit of restrictive covenants over that land and the creation and acquisition of such new rights and the imposition of such new restrictive covenants for the purpose specified in column (2) of the table in that Schedule.	Rev 2
<b>Article 35 – Apparatus and rights of statutory undertakers in stopped up streets</b>	Applicant	Correction	35. Where a street is altered or diverted or its use is temporarily prohibited or restricted under article 10 (street works), article 11 (power to alter layout, etc., of new streets), article 12 (construction and maintenance of new or altered means of access) or article 13 (temporary prohibition or restriction of use of streets and public right of ways) any statutory undertaker whose apparatus is under, in, on, along or across the street has the same powers and rights in respect of that apparatus, subject to Schedule <del>42</del> 11, as if this Order had not been made.	Rev 2
<b>Article 40(1)(b)(i) – Defence to proceedings in respect of</b>	Applicant	Correction	relates to premises used by the undertaker for the purposes of or in connection with the use of the authorised development and that the nuisance is attributable to the use of the authorised development which is being used in compliance with requirement <del>20</del> 19 of Schedule 2 (requirements); or	Rev 2



Location	Request	Rationale	Summary of Change	Relevant doc version
<b>statutory nuisance</b>				
<b>Article 44(3)</b>	Applicant	Correction	(3) Schedule 12 is to have effect in relation to all consents, agreements or approvals required from the relevant planning authority in respect of discharge of <del>Requirements</del> requirements listed in Schedule 2.	Rev 2
<b>Schedule 1 – Authorised Development</b>	Applicant	Correction	Paragraph starting “In connection with...”  [...] and such other buildings, structures, works or operations and modifications to, or demolition of, any existing buildings, structures or works as may be necessary or expedient for the purposes of or in connection with the construction, operation and maintenance of the works in this Schedule <del>4</del> , but only within the Order limits and insofar as they are unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.	Rev 2
<b>Schedule 2 – Requirements – Paragraph 1</b>	Applicant	Correction	1. The authorised development must not commence until after the expiry of five years <del>of</del> from the date on which this Order is made.	Rev 2
<b>Schedule 2 – Requirements – Paragraph 6</b>	Applicant	Correction	(2) The biodiversity net gain strategy must be implemented as approved under sub-paragraph (1).	Rev 2
<b>Schedule 2 – Requirements – Paragraph 13</b>	Norfolk County Council and King’s	New Requirement requiring a flood emergency management plan to	<b>13.</b> —(1) Prior to the date of final commissioning, a flood emergency management plan for Work Nos. 1, 1A, 1B, 2A, 2B	Rev 2



Location	Request	Rationale	Summary of Change	Relevant doc version
Lynn and West Norfolk District Council	be submitted for approval and implemented for Work No. 9 (Walsoken Substation). The Outline Walsoken Substation flood emergency management plan has been submitted at Deadline 1	for approval and implemented for Work No. 9 (Walsoken Substation). The Outline Walsoken Substation flood emergency management plan has been submitted at Deadline 1	<p>and 9 must be submitted to the relevant planning authority for approval.</p> <p>(2) The flood emergency management plan for Work Nos. 1, 1A, 1B, 2A and 2B submitted for approval must be substantially in accordance with the outline flood emergency management plan.</p> <p>(3) The flood emergency management plan for Work No. 9 submitted for approval must be substantially in accordance with the outline Walsoken Substation flood emergency management plan.</p> <p>(4) The flood emergency management plans submitted and approved under sub-paragraph (1) must be implemented as approved and remain in place throughout the operation of the authorised development unless otherwise agreed by the relevant planning authority.</p>	
<b>Schedule 2 – Requirements – Paragraph 14(2)</b>	Applicant	Correction	(2) The waste hierarchy scheme <del>will</del> <b>must</b> include details of—	Rev 2
<b>Schedule 2 – Requirements</b>	Applicant and in response to matters raised in relevant representations	New Requirements to demonstrate the Applicant's commitment for the authorised development to be carbon capture ready. The drafting	<p><b><u>Carbon capture and export readiness reserve space</u></b></p> <p>22. Following commencement of the authorised development and until such time as the authorised development is decommissioned, the undertaker must not, without the consent of the Secretary of State—</p>	Rev 2





Location	Request	Rationale	Summary of Change	Relevant doc version
		<p>of these Requirements are based on Requirements 22 and 23 in Schedule 2 to the Drax Power (Generating Stations) Order 2019</p>	<p>(a) dispose of any interest in the carbon capture and export readiness reserve space; or</p> <p>(b) do anything, or allow anything to be done or to occur which may reasonably be expected to diminish the undertaker's ability to prepare the carbon capture and export readiness reserve space for the installation and operation of carbon capture and export equipment within two years of such action or occurrence, should it be deemed feasible to do so.</p> <p>(2) In this paragraph "export" means the removal of carbon from the authorised development and transporting it to a place of usage or sequestration to avoid its release to the atmosphere.</p> <p><b><u>Carbon capture readiness monitoring report</u></b></p> <p>23.—(1) The undertaker must make a report ("carbon capture and export readiness monitoring report") to the Secretary of State—</p> <p>(a) on or before the date which is three months after the date of Work No. 1A full commissioning; and</p> <p>(b) within one month of the second anniversary, and each subsequent even-numbered anniversary, of that date.</p> <p>(2) Each carbon capture and export readiness monitoring report must provide evidence that the undertaker has complied with Requirement 22—</p>	



Location	Request	Rationale	Summary of Change	Relevant doc version
			<p>(a) in the case of the first carbon capture and export readiness monitoring report, since commencement of the authorised development; and</p> <p>(b) in the case of any subsequent report, since the making of the previous carbon capture and export readiness monitoring report,</p> <p>and explain how the undertaker expects to continue to comply with Requirement 22 over the next two years.</p> <p>(3) Each carbon capture and export readiness monitoring report must state whether the undertaker considers the retrofit of carbon capture and export technology is feasible explaining the reasons for any such conclusion and whether any impediments could be overcome.</p> <p>(4) Each carbon capture and export readiness monitoring report must state, with reasons, whether the undertaker has decided to seek any additional regulatory clearances, or to modify any existing regulatory clearances, in respect of any carbon capture and export readiness proposals.</p> <p>(5) In this paragraph “export” means the removal of carbon from the authorised development and transporting it to a place of usage or sequestration to avoid its release to the atmosphere.</p>	
<b>Schedule 2 – Requirements</b>	Local planning authorities and in	New Requirement requiring a local air quality monitoring strategy to be	<p><b><u>Local air quality monitoring strategy</u></b></p> <p>27.—(1) Prior to the date of final commissioning, a local air quality monitoring strategy must be submitted to the relevant planning authority for approval. The local air quality monitoring</p>	Rev 2



Location	Request	Rationale	Summary of Change	Relevant doc version															
	response to relevant representations	submitted for approval and implemented prior to the date of final decommissioning. The Outline Local Air Quality Monitoring Strategy has been submitted at Deadline 1	strategy submitted for approval must be substantially in accordance with the outline local air quality monitoring strategy.  (2) The local air quality monitoring strategy must be implemented as approved under sub-paragraph (1).																
<b>Schedule 6 – Access Table 4</b>	Cambridge shire County Council (CCC)	Removal of provisions associated with the adoption of Algores Way by the local highways authority following receipt of written confirmation from CCC (as local highway authority) that it did not intend to adopt this part of Algores Way.	<table border="1"> <thead> <tr> <th data-bbox="920 724 1240 799">(1) <i>Location</i></th> <th data-bbox="1240 724 1391 799">(2) <i>Street</i></th> <th data-bbox="1391 724 1845 799">(3) <i>Description of relevant part c</i></th> </tr> </thead> <tbody> <tr> <td data-bbox="920 799 1240 943"><del>In the County of Cambridgeshire</del></td> <td data-bbox="1240 799 1391 943"><del>Algores Way</del></td> <td data-bbox="1391 799 1845 943"><del>Access to the area shown coloured ye the area shown coloured orange and r the area shown coloured orange and r sheet 1 of the access and public rights</del></td> </tr> <tr> <td data-bbox="920 943 1240 1046"><del>In the County of Cambridgeshire</del></td> <td data-bbox="1240 943 1391 1046"><del>Algores Way</del></td> <td data-bbox="1391 943 1845 1046"><del>Access to the area shown coloured or marked A4 on sheet 1 of the access an of way plan</del></td> </tr> <tr> <td data-bbox="920 1046 1240 1150">In the County of Cambridgeshire</td> <td data-bbox="1240 1046 1391 1150">New Bridge Lane</td> <td data-bbox="1391 1046 1845 1150">Access to the area shown coloured or marked A8 on sheet 1 of the access an of way plan</td> </tr> <tr> <td data-bbox="920 1150 1240 1257">In the County of Cambridgeshire</td> <td data-bbox="1240 1150 1391 1257">New Bridge Lane</td> <td data-bbox="1391 1150 1845 1257">Access to the area shown coloured or marked A6 on sheet 1 of the access an of way plan</td> </tr> </tbody> </table>	(1) <i>Location</i>	(2) <i>Street</i>	(3) <i>Description of relevant part c</i>	<del>In the County of Cambridgeshire</del>	<del>Algores Way</del>	<del>Access to the area shown coloured ye the area shown coloured orange and r the area shown coloured orange and r sheet 1 of the access and public rights</del>	<del>In the County of Cambridgeshire</del>	<del>Algores Way</del>	<del>Access to the area shown coloured or marked A4 on sheet 1 of the access an of way plan</del>	In the County of Cambridgeshire	New Bridge Lane	Access to the area shown coloured or marked A8 on sheet 1 of the access an of way plan	In the County of Cambridgeshire	New Bridge Lane	Access to the area shown coloured or marked A6 on sheet 1 of the access an of way plan	Rev 2
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<del>In the County of Cambridgeshire</del>	<del>Algores Way</del>	<del>Access to the area shown coloured ye the area shown coloured orange and r the area shown coloured orange and r sheet 1 of the access and public rights</del>																	
<del>In the County of Cambridgeshire</del>	<del>Algores Way</del>	<del>Access to the area shown coloured or marked A4 on sheet 1 of the access an of way plan</del>																	
In the County of Cambridgeshire	New Bridge Lane	Access to the area shown coloured or marked A8 on sheet 1 of the access an of way plan																	
In the County of Cambridgeshire	New Bridge Lane	Access to the area shown coloured or marked A6 on sheet 1 of the access an of way plan																	



Location	Request	Rationale	Summary of Change			Relevant doc version
Schedule 6 – Access Table 5	CCC	Consequential amendments following receipt of written confirmation from CCC (as local highways authority) that it did not intend to adopt this part of Algores Way.	(1) <i>Location</i>	(2) <i>Street</i>	(3) <i>Description of relevant part</i>	Rev 2
			In the County of Cambridgeshire	Algores Way	Access to the area shown coloured between the area shown coloured marked A3 and the area shown coloured and marked A5 on sheet 1 of the access rights of way plan	
			In the County of Cambridgeshire	Algores Way	Access to the area shown coloured marked A4 on sheet 1 of the access rights of way plan	
			In the County of Cambridgeshire	New Bridge Lane	Access to the area shown coloured marked A7 on sheet 1 of the access rights of way plan	
Schedule 8 – Land in which only new rights may be acquired Table 8 Rows 1 to 3	CCC	Amendments required following receipt of new information from CCC (as local highways authority) as to the extent of the public highway on New Bridge Lane.  Amendments also required following	1/1a, 1/1b, 1/1c, 1/1d, 1/1e, 1/2a, 2/1a, 2/1b, 3/1a, 3/1b, 4/1a, 4/1b, 5/1a, 5/1b, 5/1c, 6/1a, 6/1b, 6/1c, 6/1d, 6/1e, 6/1f, 6/1g, 6/1h, 6/1i, 6/1j, 6/1k, 6/2a, 6/2b, 7/1a, 8/1a, 8/1b, 8/2a, 9/1a, 9/1b, 9/1c, 10/1a, 10/2e, 10/2f, 10/5a, 11/1a(i), 11/2a	Rights to install, retain, use, maintain, inspect, refurbish, reconstruct, replace, protect underground electricity cables, jointing boxes, plates, ducting, telemetry and other ancillary (including but not limited to access chambers, marker posts) and any other works as necessary the right to fell, trim or lop trees and bushes obstruct or interfere with the said cables, telecommunication ancillary apparatus	Rights to pass and repass on foot, with or without plant and machinery (including any temporary purposes in connection with the construction	Rev 2



Location	Request	Rationale	Summary of Change	Relevant doc version																		
		<p>receipt of written confirmation from CCC (as local highways authority) that it did not intend to adopt part of Algores Way</p> <p>As a result of the above, the plot numbers on the Land Plans and Book of Reference submitted at Deadline 1 have been amended and consequential amendments have been made to Schedule 8.</p> <p>Schedule 8 now confirms that the Applicant is only seeking a right of access and associated rights over Algores Way and not the acquisition of the</p>	<table border="1"> <tr> <td data-bbox="920 323 1240 395"></td> <td data-bbox="1240 323 1850 395">maintenance and decommissioning of the development</td> <td data-bbox="1850 323 2054 395">ed</td> </tr> <tr> <td data-bbox="920 395 1240 467"></td> <td data-bbox="1240 395 1850 467">Rights to continuous vertical and lateral support for authorised development</td> <td data-bbox="1850 395 2054 467">ie</td> </tr> <tr> <td data-bbox="920 467 1240 659"></td> <td data-bbox="1240 467 1850 659">Rights to install, retain, use, maintain, inspect refurbish, reconstruct, replace, protect and improve drains, pipes, ducts, mains, conduits, service drains into and manage waterflows in any drains and culverts</td> <td data-bbox="1850 467 2054 659">e, s, to es</td> </tr> <tr> <td data-bbox="920 659 1240 994"></td> <td data-bbox="1240 659 1850 994">Rights to install, execute, implement, retain, renew, remove, relocate and plant trees, woodlands, hedgerows, seeding, landscaping and other measures together with the right to maintain and replant such trees, shrubs, hedgerows, landscaping and ecological measures and the right to pass and overpass with or without vehicles, plant and machinery in connection with the implementation and maintenance of landscaping and ecological mitigation or enhancement</td> <td data-bbox="1850 659 2054 994">e, s, al id er t, es of ss</td> </tr> <tr> <td data-bbox="920 994 1240 1185"></td> <td data-bbox="1240 994 1850 1185">Rights to install, retain, use, maintain, inspect refurbish, reconstruct, replace, protect and improve fencing, gates, boundary treatment, public rights and any other ancillary apparatus and any other necessary</td> <td data-bbox="1850 994 2054 1185">e, ty id as</td> </tr> <tr> <td data-bbox="920 1185 1240 1377"></td> <td data-bbox="1240 1185 1850 1377">Restrictions on erecting buildings or structures, changing ground levels, planting trees or carrying out other actions (including but not limited to blasting) which may obstruct, interrupt, or interfere with the exercise of the rights or damage the authorised development</td> <td data-bbox="1850 1185 2054 1377">ig or g) se</td> </tr> </table>		maintenance and decommissioning of the development	ed		Rights to continuous vertical and lateral support for authorised development	ie		Rights to install, retain, use, maintain, inspect refurbish, reconstruct, replace, protect and improve drains, pipes, ducts, mains, conduits, service drains into and manage waterflows in any drains and culverts	e, s, to es		Rights to install, execute, implement, retain, renew, remove, relocate and plant trees, woodlands, hedgerows, seeding, landscaping and other measures together with the right to maintain and replant such trees, shrubs, hedgerows, landscaping and ecological measures and the right to pass and overpass with or without vehicles, plant and machinery in connection with the implementation and maintenance of landscaping and ecological mitigation or enhancement	e, s, al id er t, es of ss		Rights to install, retain, use, maintain, inspect refurbish, reconstruct, replace, protect and improve fencing, gates, boundary treatment, public rights and any other ancillary apparatus and any other necessary	e, ty id as		Restrictions on erecting buildings or structures, changing ground levels, planting trees or carrying out other actions (including but not limited to blasting) which may obstruct, interrupt, or interfere with the exercise of the rights or damage the authorised development	ig or g) se	
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		freehold of the Algores Way	<p>1/2a, 11/1a(i), 11/1a(ii), 11/1a(iii), 11/1b(i), 11/1b(ii)</p> <p>11/2a, 12/1a, 12/1b, 12/1c, 12/1d, 12/1e, 12/1f, 12/1g, 12/1h, 12/1i, 12/1j, 12/1k, 12/1l, 12/2a, 12/4a, 12/5a, 13/4c(ii), 13/4d, 14/1a</p> <p>Rights to construct, use, maintain and improve means of access including visibility splays, car footway widening, highway alteration works a</p> <p>Rights to install, retain, use, maintain, inspect refurbish, reconstruct, replace, protect and in fencing, gates, boundary treatment, public rig any other ancillary apparatus and any of necessary</p> <p>Rights to pass and repass on foot, with or wi plant and machinery for all purposes in conn construction, use, maintenance and decommi authorised development</p> <p>Rights to install, retain, use, maintain, inspect refurbish, reconstruct, replace, protect and i ducts, mains, wires, cables, conduits, flues, fit and other conducting media of whatsoever nat</p> <p>Rights to install, retain, use, maintain, inspect refurbish, reconstruct, replace, protect and in drains, pipes, ducts, mains, conduits, service drain into and manage waterflows in any drain and culverts</p> <p>Rights to install, execute, implement, retain, r renew, remove, relocate and plant trees, woo hedgerows, seeding, landscaping and oth measures together with the right to maintai replant such trees, shrubs, hedgerows, landsc ecological measures the right to pass and repa or without vehicles, plant and machinery for</p>	<p>nt id</p> <p>e, ty id as</p> <p>s, ie ie</p> <p>e, s, es</p> <p>e, s, to es</p> <p>e, s, al id er th in</p>



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			<p>connection with the implementation and n landscaping and ecological mitigation or enha</p> <p>Restrictions on erecting buildings or struc ground levels, planting trees or carrying out actions (including but not limited to blasti which may obstruct, interrupt, or interfere wi of the rights or damage the authorised develop</p>	of s ig or g) se
	10/1a, 10/1b, 10/1c, 10/2a, 10/2b, 10/2c, 10/2d, 10/2e, 10/2f, 10/2g, 10/3a, 10/4a, 10/5a, 11/1a(i), 11/2a		<p>Rights to install, retain, use, maintain, inspect refurbish, reconstruct, replace, protect and imp water connection (including but not limited to j ducting, protection plates, jointing bays, assoc and other ancillary apparatus) and any o necessary together with the right to fell, trim c bushes which may obstruct or interfere combined potable water connection and c apparatus</p> <p>Rights to pass and repass on foot, with or wi plant and machinery (including any temporary purposes in connection with the cons maintenance and decommissioning of t development</p> <p>Rights to continuous vertical and lateral s authorised development</p> <p>Rights to install, retain, use, maintain, inspect refurbish, reconstruct, replace, protect and in fencing, gates, boundary treatment, public rig any other ancillary apparatus and any o necessary</p>	e, le s, ry as id id ry s, ill e, d ie e, ty id as



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			<p>Rights to install, execute, implement, retain, renew, remove, relocate and plant trees, wood hedgerows, seeding, landscaping and other measures together with the right to maintain or replant such trees, shrubs, hedgerows, landscape ecological measures the right to pass and repair or without vehicles, plant and machinery for connection with the implementation and landscaping and ecological mitigation or enhancement</p> <p>Restrictions on erecting buildings or structures above ground levels, planting trees or carrying out other actions (including but not limited to blasting) which may obstruct, interrupt, or interfere with the exercise of the rights</p>	e, s, al id er th in of ss ig or g) se
<b>Schedule 11 – Protective Provisions Paragraph 19(1)(b)</b>	Cadent Gas Limited	Agreed amendments to protective provisions	Where sub-paragraphs <del>18</del> (2) applies, paragraphs 23 and 24.	Rev 2
<b>Schedule 11 – Protective Provisions Paragraph 20</b>	Cadent Gas Limited	Agreed amendments to protective provisions	<p><del>20.—(1) Where any street is stopped up under article 14 (stopping up of streets), if Cadent has any apparatus in the street or accessed via that street Cadent is entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to Cadent, or procure the granting to Cadent of, legal easements reasonably satisfactory to Cadent in respect of such apparatus and access to it prior to the stopping up of any such street or</del></p>	Rev 2





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			<p><del>highway, but nothing in this paragraph affects any right of the undertaker or of Cadent to require the removal of that apparatus under paragraph 23.</del></p> <p><del>(2)</del>—Notwithstanding the temporary alteration, diversion or restriction of use of any street under the powers of <a href="#">article 11 (power to alter layout, etc., of streets)</a>, <a href="#">article 13 (temporary prohibition or restriction of use of streets and public right of ways)</a> or <a href="#">article 17 (traffic regulation measures)</a>, Cadent will be at liberty at all times to take all necessary access across any such street and to execute and do all such works and things in, upon or under any such street as it would have been entitled to do immediately before such temporary alteration, diversion or restriction in respect of any apparatus which at the time of the stopping up or diversion was in that street.</p>	
<b>Schedule 11 – Protective Provisions Paragraph 22(2)</b>	Cadent Gas Limited	Agreed amendments to protective provisions	As a condition of agreement between the parties in sub-paragraph (1), prior to the construction or maintenance of any part of the authorised development (or in such other timeframe as may be agreed between Cadent and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of Cadent or affect the provisions of any enactment or agreement regulating the relations between Cadent and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as Cadent reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between Cadent and the undertaker acting reasonably and which must be no less favourable on the whole to Cadent unless	Rev 2



Location	Request	Rationale	Summary of Change	Relevant doc version
			<p>otherwise agreed by Cadent, and the undertaker must use reasonable endeavours to procure or secure the consent to and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised development or maintenance thereof.</p>	
<p><b>Schedule 11 – Protective Provisions Paragraph 22(5) and (6)</b></p>	<p>Cadent Gas Limited</p>	<p>Agreed amendments to protective provisions</p>	<p>(5) As a condition of an agreement under sub-paragraph (1) that involves de-commissioned apparatus being left in situ the undertaker must accept a surrender of any existing easement or other interest of Cadent in such decommissioned apparatus and release Cadent from all liabilities in respect of such de-commissioned apparatus from the date of such surrender.</p> <p>(6) Where an undertaker acquires land which is subject to any Cadent right or interest (including, without limitation, easements and agreements relating to rights or other interests) and the provisions of paragraph 7 do not apply, the undertaker must, unless Cadent agrees otherwise—</p> <p>(a) retain any notice of Cadent’s easement, right or other interest on the title to the relevant land when registering the undertaker’s title to such acquired land; and</p> <p>(b) where no such notice of Cadent’s easement, right or other interest exists in relation to such acquired land or any such notice is registered only on the Land Charges Register, include with its application to register title to the undertaker’s interest in such acquired land at the Land Registry a notice of Cadent’s easement, right or other interest in relation to such acquired land.</p>	<p>Rev 2</p>



Location	Request	Rationale	Summary of Change	Relevant doc version
<b>Schedule 11 – Protective Provisions Paragraph 25(8)</b>	Cadent Gas Limited	Agreed amendments to protective provisions	(8) If Cadent, in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs (1) to (3) and (6) to (8) apply as if the removal of the apparatus had been required by the undertaker under paragraph 23(2) provided that such written notice must be given by Cadent to the undertaker within <del>28</del> 42 days of submission of a plan pursuant to sub-paragraph (1).	Rev 2
<b>Schedule 11 – Protective Provisions Paragraph 26(1)</b>	Cadent Gas Limited	Agreed amendments to protective provisions	Subject to the following provisions of this paragraph, the undertaker must pay to Cadent on demand, all charges, costs and expenses <b>reasonably anticipated or</b> reasonably incurred by Cadent in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised development including without limitation—	Rev 2
<b>Schedule 11 – Protective Provisions Paragraph 26(6)</b>	Cadent Gas Limited	Agreed amendments to protective provisions	<b>(6) Where the undertaker has paid to Cadent monies in respect of any reasonably anticipated charges, costs and expenses in accordance with sub-paragraph (1) and such charges, costs and expenses are subsequently not incurred by Cadent, Cadent must repay to the undertaker on demand the amount of such charges, costs and expenses.</b>	Rev 2
<b>Schedule 11 – Protective Provisions Paragraph 27(1)(b)</b>	Cadent Gas Limited	Agreed amendments to protective provisions	(b) indemnify Cadent for any other expenses, loss, demands, proceedings, damages, claims, penalty, <b>compensation</b> or costs properly incurred by, <b>paid by</b> or recovered from Cadent, by reason or in consequence of any such damage or interruption or Cadent	Rev 2



Location	Request	Rationale	Summary of Change	Relevant doc version
			becoming liable to any third party as aforesaid other than arising from any negligence, omission or default of Cadent.	
<b>Schedule 11 – Protective Provisions Paragraph 27(3)(b)</b>	Cadent Gas Limited	Agreed amendments to protective provisions	(b) any part of the authorised development <del>or any other works authorised by this Part of this Schedule</del> carried out by Cadent <del>as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 (benefit of order granting development consent) of the 2008 Act or in the exercise of any functions conferred by this Order pursuant to a grant or transfer under article 8 (consent to transfer benefit of the Order) subject to the proviso that once such works become apparatus, any specified works yet to be executed and not falling within this paragraph (b) are subject to the full terms of this Part of this Schedule including this paragraph 27 in respect of such new apparatus.</del>	Rev 2
<b>Schedule 11 – Protective Provisions Paragraph 32</b>	Cadent Gas Limited	Agreed amendments to protective provisions	32. Notwithstanding article 43 (service of notices) any plans submitted to Cadent by the undertaker pursuant to sub-paragraph 25(1) must be sent via email to Cadent Gas Limited Plant Protection at plantprotection@cadentgas.com copied by email to <del>vicky.cashman@cadentgas.com</del> <a href="mailto:toby.feirn@cadentgas.com">toby.feirn@cadentgas.com</a> and sent to the General Counsel Department at Cadent’s registered office or such other address as Cadent may from time to time appoint instead for that purpose and notify to the undertaker in writing.	Rev 2
<b>Schedule 11 – Protective Provisions – Part 5 – For</b>	National Highways	Updated protective provisions following discussions with National Highways	<a href="#">Application 44.</a> —(1) The <del>following</del> provisions of this Part of this Schedule, <a href="#">apply for the protection of National Highways and have effect</a>	Rev 2



Location	Request	Rationale	Summary of Change	Relevant doc version
the protection of National Highways		(note that the protective provisions are still under negotiation)	<p>unless otherwise agreed in writing between the undertaker and National Highways, <del>have effect.</del></p> <p>(2) Nothing in this Order affects or prejudices the operation of the powers and duties of National Highways or the Secretary of State under the Highways Act 1980, the Road Traffic Regulation Act 1984, the New Roads and Street Works Act 1991, the Transport Act 2000(a), or the Town and Country Planning (General Permitted Development) (England) Order 2015(b).</p> <p>[Footnotes]            (a) 2000 c. 38.            (b) S.I. 2015/596.</p> <p><b><u>Interpretation</u></b></p> <p>45.—(1) Where the terms defined in article 2 (interpretation) of this Order are inconsistent with subparagraph (2) the latter prevail.</p> <p>(2) In <del>this Part of</del> this Schedule—</p> <p><del>“highway” means any highway of which National Highways is the highway authority;</del></p> <p><del>“National Highways” means National Highways Limited (company number 13574541);</del></p> <p><del>“plans” includes sections, designs, drawings, specifications, soil reports, staging proposals, programmes, calculations, methods of construction, risk assessments and details of the extent, timing and duration of any proposed occupation of any highway and “approved plans” means plans approved or deemed to be approved or settled by arbitration in accordance with the provisions of this Part of this Schedule; and</del></p>	



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			<p><del>“property of National Highways” means any apparatus or street furniture of the relevant highway authority affixed to or placed under any highway.</del></p> <p>“administration fee” means the fee payable pursuant to the provisions of this Part of this Schedule that represent the internal costs of National Highways in administering the implementation of the specified work and charged as a flat fee based on the value of the specified works only;</p> <p>“as built information” means one digital copy of the following information—</p> <ul style="list-style-type: none"> <li>(a) as constructed drawings in both PDF and Auto CAD DWG formats for anything designed by the undertaker, in compliance with GG184 (Specification for the use of Computer Aided Design) or any successor document;</li> <li>(b) list of suppliers and materials used and test results and (where in the opinion of National Highways, following due diligence and assessment while acting reasonably, the carrying out of a specified work may have a materially adverse effect on any part of the highways drainage system maintained by National Highways) CCTV surveys;</li> <li>(c) product data sheets and technical specifications for all materials used;</li> <li>(d) as constructed information for any utilities discovered or moved during the works;</li> <li>(e) method statements for the works carried out;</li> <li>(f) in relation to road lighting, signs, and traffic signals any information required by Series 1300 and 1400 of the Specification for Highway Works or any replacement or modification of it;</li> <li>(g) organisation and methods manuals for all products used;</li> <li>(h) as constructed programme;</li> </ul>	



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			<p>(i) test results and records as required by the detailed design information and during construction phase of the specified work;</p> <p>(j) the health and safety file to include the geotechnical feedback report required under CD622; and</p> <p>(k) other such information as is required by National Highways to be used to update all relevant databases and to ensure compliance with National Highway’s Asset Data Management Manual as is in operation at the relevant time,</p> <p>provided that the items referred to in sub-paragraph (c) and (g) will only be required to be submitted if the relevant specified work would require any of the works of a description referred to in article 10 (street works) or article 17 (traffic regulation measures) of this Order to be carried out in relation to any highway for which National Highways is the highways authority.</p> <p>“the bond sum” means the sum equal to 200% of the cost of the carrying out of the specified works (to include all costs plus any commuted sum) or such other sum agreed between the undertaker and National Highways;</p> <p>“the cash surety” means the sum agreed between the undertaker and National Highways and being equal to the cost of the carrying out of the open cut method works;</p> <p>“commuted sum” means such sum calculated as provided for in paragraph 56 of this Part of this Schedule to be used to fund the future cost of maintaining the restored highway following completion of the open cut method works;</p> <p>“condition survey” means a survey of the condition of National Highways structures and assets (including, but not limited to pavements, lighting, soft estates, signals, barriers, drainage and cabling) within the Order limits that in the reasonable opinion of</p>	



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			<p>National Highways may be affected by a specified work, and further to include, where the undertaker, following due diligence and assessment, identifies a specified part of the highways drainage system maintained by National Highways that National Highways reasonably considers may be materially and adversely affected by a specified work. a CCTV survey of specified drains;</p> <p>“contractor” means any contractor or sub-contractor appointed by the undertaker to carry out a specified work;</p> <p>“detailed design information” means drawings specifications and calculations as appropriate for the following—</p> <ul style="list-style-type: none"> <li>(a) regime of California Bearing Ratio testing;</li> <li>(b) earthworks including supporting geotechnical assessments required by CD622 (Managing geotechnical risk) of the DMRB or any successor document and any required strengthened earthworks appraisal form certification;</li> <li>(c) proposed departures from DMRB standards;</li> <li>(d) utilities diversions;</li> <li>(e) topographical survey;</li> <li>(f) health and safety information including any asbestos survey required by GG105 (asbestos management) or any successor document; and</li> <li>(g) other such information that may be reasonably required by National Highways to inform the detailed design of a specified work.</li> </ul> <p>“DMRB” means the Design Manual for Roads and Bridges or any replacement, revision or modification of it;</p> <p>“the framework contract” means the contract between National Highways and the highway operations and maintenance contractor for the maintenance and operation of parts of the trunk road which are</p>	





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			<p>within the Order limits or any successor or replacement contract that may be current at the relevant time;</p> <p>“the highway operations and maintenance contractor” means the contractor appointed by National Highways under the framework contract;</p> <p>“highways structure” means structures or installations within the scope of the DMRB and that are situated under, over or adjacent to a motorway or other trunk road;</p> <p>“initial deposit” means the sum calculated by National Highways (acting reasonably) payable to National Highways to cover all initial stages of work until such time as the cost of the specified work and the NH costs payable under paragraph 49 of this Part can be estimated;</p> <p>“nominated persons” means the undertaker’s representatives or the contractor’s representatives on site during the carrying out of a specified work as notified to National Highways from time to time and includes the relevant water undertaker where it is carrying out any part of a specified work on behalf of the undertaker;</p> <p>“the open cut method works” means so much of Work No. 6A that is a specified work and is undertaken using an open cut construction method;</p> <p>“programme of works” means a document setting out the sequence and timetabling of a specified work;</p> <p>“relevant water undertaker” means Anglian Water or its officers servants agents or contractors or any person or body for whom it is responsible;</p> <p>“road space booking” means road space bookings in accordance with National Highways’ Asset Management Operational Requirements (AMOR) including Network Occupancy Management System (NOMS) used to manage road space bookings and network occupancy;</p>	



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			<p>“specified work” means so much of any work authorised by this Order, including any maintenance of that work, as is in or under the trunk road; and</p> <p>“trunk road” for the purpose of these protective provisions means any highway for which National Highways is the highway authority.</p> <p><b><u>General</u></b></p> <p><b>46.</b>—(1) Notwithstanding the limits of deviation permitted pursuant to article 3(2) of this Order, no works in carrying out, maintaining or diverting the authorised development may be carried out under the trunk road at a distance within 4 metres of the lowest point of the ground.</p> <p>(2) Notwithstanding the powers granted to the undertaker pursuant to this Order, if the carrying out of any specified work would require any works to be carried out in relation to the trunk road, excluding the works authorised in relation to the A47 specified in Schedule 3 (streets subject to street works), Schedule 5 (streets subject to temporary alteration of layout) and Schedule 7 (temporary prohibition or restriction of the use of streets or public right of ways) the undertaker must enter into an agreement with National Highways prior to the commencement of any such work.</p> <p><b><u>Prior approvals</u></b></p> <p><b>47.</b>—(1) No specified work may commence until—</p> <p>(a) the programme of works has been approved by National Highways;</p> <p>(b) the following details relating to the specified work have been submitted to and approved by National Highways—</p> <p>(i) the detailed design information;</p> <p>(ii) details of any proposed road space bookings with National Highways;</p>	



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			<p>(iii) (if details have been supplied pursuant to sub-paragraph (ii)) a scheme of traffic management; and</p> <p>(iv) the identity of any contractor and nominated persons;</p> <p>(c) if the carrying out of a specified work requires the booking of any road space with National Highways and a scheme of traffic management and a process for stakeholder liaison has been submitted by the undertaker and approved by National Highways, such scheme to be capable of amendment by agreement between the undertaker and National Highways from time to time;</p> <p>(d) any stakeholder liaison that may be required has taken place in accordance with the process for such liaison agreed between the undertaker and National Highways under sub-paragraph (c);</p> <p>(e) any further information that National Highways may reasonably request within 14 days of the submission of the detailed design of the submission of the detailed design of a specified work has been supplied to National Highways; and</p> <p>(f) a condition survey and a reasonable regime of monitoring the structures, assets and pavements that are the subject of the condition survey has been submitted to and approved by National Highways; and</p> <p>(g) in respect of so much of Work No. 6A that is a specified work, a ground condition survey has been submitted to and approved by National Highways.</p> <p>(2) National Highways must provide the undertaker with a list, which is to be agreed between the parties acting reasonably, of all the structures, assets and pavements to be subject to both a condition survey and reasonable regime of monitoring pursuant to sub-paragraph (1)(f) and paragraph 50 of this Part of this Schedule before the first condition survey is conducted and the reasonable regime of monitoring is implemented.</p>	



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			<p>(3) National Highways must prior to the commencement of a specified work inform the undertaker of the identity of the person who will act as a point of contact on behalf of National Highways to consider the information required under sub-paragraph 47 and of the identity of the person or persons who are authorised to give consent or approval on behalf of National Highways for any matter requiring approval or consent in these provisions.</p> <p>(4) Any approval of National Highways required by this paragraph—</p> <p>(a) must not be unreasonably withheld or delayed;</p> <p>(b) in the case of a refusal must be accompanied by a statement of grounds for refusal;</p> <p>(c) is deemed to have been refused if it is neither given or refused within 56 days of the submission of the relevant information (if further information is requested by National Highways any such request must be submitted to the undertaker within 28 days of submission of the relevant information under this sub-paragraph (c) and the provision of such further information by the undertaker will not be deemed to constitute a new application for approval pursuant to this paragraph); and</p> <p><del>(d) — Wherever in this Part of this Schedule provision is made with respect to the approval or consent of National Highways, that approval or consent must be in writing and subject to such reasonable terms and</del> may be given subject to any reasonable conditions as National Highways <del>may require</del> considers necessary.</p> <p>(5) Except where an approval has been provided under sub-paragraph 47, the undertaker must not exercise—</p> <p>(a) article 4 (maintenance of the authorised development);</p> <p>(b) article 10 (street works);</p> <p>(c) article 11 (power to alter layout, etc., of streets);</p>	



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			<p>(d) article 12 (construction and maintenance of new or altered means of access);</p> <p>(e) article 13 (temporary prohibition or restriction of use of streets and public right of ways);</p> <p>(f) article 15 (access to works);</p> <p>(g) article 18 (discharge of water);</p> <p>(h) article 19 (authority to survey and investigate the land);</p> <p>(i) article 20 (protective work to buildings);</p> <p>(j) article 21 (felling or lopping of trees);</p> <p>(k) article 23 (compulsory acquisition of land);</p> <p>(l) article 25 (compulsory acquisition of rights and imposition of restrictive covenants);</p> <p>(m) article 26 (acquisition of subsoil only);</p> <p>(n) article 28 (power to override easements and other rights);</p> <p>(o) article 32 (temporary use of land for carrying out the authorised development);</p> <p>(p) article 33 (temporary use of land for maintaining the authorised development)</p> <p>of this Order over any part of the trunk road without the consent of National Highways, and National Highways may in connection with any such exercise require the undertaker to provide details of any proposed road space bookings and/or submit a scheme of traffic management for National Highways' approval.</p> <p><b><u>Construction of the specified work</u></b></p> <p><b>48.</b>—(1) The undertaker must, prior to commencement of a specified work, give to National Highways 28 days' notice in writing of the date on which the specified work will start unless otherwise agreed by National Highways.</p>	



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			<p>(2) If the carrying out of any part of the authorised development requires the booking of road space with National Highways, the undertaker must comply with National Highway’s road space booking procedures prior to and during the carrying out of the specified work and no specified work for which a road space booking with National Highways is required will commence without a road space booking having first been secured from National Highways.</p> <p>(3) Any specified work must be carried out to the reasonable satisfaction of National Highways (acting reasonably) in accordance with—</p> <p>(a) the relevant detailed design information and programme of works approved pursuant to paragraph 47 above or as subsequently varied by agreement between the undertaker and National Highways;</p> <p>(b) where relevant, the DMRB, the Specification for Highway Works (contained within the Manual of Contract Documents for Highways Works) together with all other relevant standards as required by National Highways to include, inter alia, all relevant interim advice notes and any amendment to or replacement thereof for the time being in force save to the extent that any departures or exceptions from those standards apply which have been approved by National Highways; and</p> <p>(c) any reasonable conditions of National Highways notified by National Highways to the undertaker pursuant to paragraph 47(4)(d) of this Part of this Schedule.</p> <p>(4) The undertaker must ensure that, where possible, the highway is kept free from mud, soil and litter as a result of the carrying out of a specified work;</p> <p>(5) The undertaker must permit and must require the contractor to permit at all reasonable times persons authorised by National Highways (whose identity must have been previously notified to the</p>	



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			<p>undertaker by National Highways) to gain access to a specified work for the purposes of inspection and supervision of a specified work or method of construction of such work.</p> <p>(6) If any specified work is constructed—</p> <p>(a) other than in accordance with the requirements of this Part of this Schedule; or</p> <p>(b) in a way that causes damage to the highway, any highway structure or asset or any other land of National Highways,</p> <p>National Highways may by notice in writing require the undertaker, at the undertaker's own expense, to comply with the requirements of this Part of this Schedule or put right any damage notified to the undertaker under this Part of this Schedule.</p> <p>(7) If within 56 days of the date on which a notice under sub-paragraph (6) is served on the undertaker, the undertaker has failed to take steps to comply with the notice, National Highways may carry out the steps required of the undertaker and may recover from the undertaker any expenditure reasonably incurred by National Highways in so doing, such sum to be payable within 30 days of demand. Where the steps required to be taken pursuant to any notice require the submission of any information for the prior approval of National Highways under paragraph 47 of this Part of this Schedule, the submission of that information will evidence that the undertaker has taken steps to comply with a notice served by National Highways under sub-paragraph (6).</p> <p>(8) National Highways may, at its discretion, in its notice in writing to the undertaker given pursuant to sub-paragraph (6) state that National Highways intend to put right the damage notified to the undertaker, and if it intends to do so it shall give the undertaker not less than 28 days' notice of its intention to do so and National Highways may</p>	



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			<p>recover from the undertaker any reasonable expenditure incurred by National Highways in doing so.</p> <p>(9) Nothing in this Part of this Schedule prevents National Highways from, in the event of an emergency or to prevent the occurrence of danger to the public, carrying out any work or taking any such action as it reasonably believes to be necessary as a result or in connection with of the carrying out of the specified works without prior notice to the undertaker and National Highways may recover from the undertaker any reasonable expenditure incurred by National Highways in so doing.</p> <p><b><u>Payments</u></b></p> <p><b>49.</b>—(1) The undertaker must pay to National Highways a sum equal to the whole of any costs and expenses which National Highways reasonably incurs (including costs and expenses for using internal or external staff) in relation to any specified work and in relation to any approvals sought under this order including—</p> <ul style="list-style-type: none"> <li>(a) the checking and approval of the information required under paragraph 47;</li> <li>(b) the supervision of a specified work;</li> <li>(c) contractual costs properly payable to the highway operations and maintenance contractor as a consequence of any specified work, including costs incurred by the highway operations and maintenance contractor in carrying out the tasks referred to in sub-paragraphs (a) and (b), in which case National Highways will be responsible for the payment of any sums received from the undertaker under this paragraph to the highway operations and maintenance contractor;</li> <li>(d) the administration fee and legal costs, reasonably and properly incurred; and</li> </ul>	





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			<p>(e) any value added tax which is payable by National Highways only in respect of such costs arising under this sub-paragraph 49 and for which it cannot obtain reinstatement from HM Revenue and Customs,</p> <p>sub-paragraphs (a) to (e) together comprising “the NH costs”.</p> <p>(2) The undertaker must pay to National Highways upon demand and prior to such costs being incurred the total costs that National Highways believe will be properly and necessarily incurred by National Highways in undertaking any statutory procedure or preparing and bringing into force any traffic regulation order or orders necessary to carry out or for effectively implementing the authorised development.</p> <p>(3) National Highways must notify the undertaker of the amount required for the Initial Deposit as soon as reasonably practicable and the undertaker must pay an amount equal to that sum within 28 days of receipt of the notification.</p> <p>(4) National Highways must provide the undertaker with a fully itemised invoice showing its estimate of the NH costs including its estimate of the administration fee prior to the commencement of a specified work and the undertaker must pay to National Highways the estimate of the NH costs prior to commencing the specified work and in any event prior to National Highways incurring any cost.</p> <p>(5) If at any time after the payment referred to in sub-paragraph (3) or (4) has become payable, National Highways reasonably believes that the NH costs will exceed the relevant sum notified to the undertaker it may give notice to the undertaker of the amount that it believes the NH costs will exceed the relevant sum (excess) and the undertaker must pay to National Highways within 28 days of the date of the notice a sum equal to the excess.</p>	



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			<p>(6) National Highways must give the undertaker a final account of the NH costs referred to in sub paragraph 49, as a fully itemised invoice, within 30 days of the undertaker notifying to National Highways that a specified work has been completed.</p> <p>(7) Within 30 days of the issue of the final account—</p> <p>(a) if the final account shows a further sum as due to National Highways the undertaker must pay to National Highways the sum shown due to it; or</p> <p>(b) if the account shows that the payment or payments previously made by the undertaker have exceeded the costs incurred by National Highways, National Highways must refund the difference to the undertaker.</p> <p>(8) If any payment due under any of the provisions of this Part of this Schedule is not made on or before the date on which it falls due the party from whom it was due must at the same time as making the payment pay to the other party interest at 1% above the rate payable in respect of compensation under Section 32 of the 1961 Act for the period starting on the date upon which the payment fell due and ending with the date of payment of the sum on which interest is payable together with that interest.</p> <p><b><u>Completion of a specified work</u></b></p> <p><b>50.</b>—(1) Within 56 days of the completion of a specified work, the undertaker must arrange for the ground conditions, highway structures, assets and pavements that were the subject of the condition survey carried out in respect of the specified work to be re-surveyed and must submit the re-survey to National Highways for its approval.</p> <p>(2) If the re-survey carried out pursuant to sub-paragraph 50 indicates that any damage has been caused to any highways structure or pavement, the undertaker must submit a scheme for remedial works in</p>	



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			<p>writing to National Highways for its approval in writing, which must not be unreasonably withheld or delayed, and must carry out the remedial works at its own cost and in accordance with the scheme submitted.</p> <p>(3) If the undertaker fails to carry out the remedial work in accordance with the approved scheme, National Highways may carry out the steps required of the undertaker and may recover from the undertaker any expenditure reasonably incurred by National Highways in so doing, such sum to be payable within 30 days of demand.</p> <p>(4) National Highways may, at its discretion, at the same time as giving its approval to the condition survey, give notice in writing to the undertaker stating that National Highways will remedy the damage identified by the condition survey and National Highways may recover from the undertaker any reasonable expenditure incurred by National Highways in so doing.</p> <p>(5) Within 10 weeks of the completion of a specified work, the undertaker must submit to National Highways the as built information for that specified work, both in hard copy and electronic form.</p> <p>(6) The undertaker must make available to National Highways upon reasonable request copies of any survey or inspection reports produced pursuant to any inspection or survey of any specified work following its completion that the undertaker may from time to time carry out.</p> <p><b><u>Re-survey of ground conditions after 12 months</u></b></p> <p><b>51.</b>—(1) Within 56 days of the date 12 months after the date of completion of a specified work that forms part of Work No. 6A the undertaker must arrange for the ground conditions to be re-surveyed and must submit the re-survey to National Highways for its approval.</p> <p>(2) If the re-survey carried out pursuant to sub-paragraph 51 indicates that any damage has been caused to any highways structure or</p>	



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			<p>pavement as a result of the specified work the undertaker must submit a scheme for remedial works in writing to National Highways for its approval in writing, which must not be unreasonably withheld or delayed, and must carry out the remedial works at its own cost and in accordance with the scheme submitted.</p> <p>(3) If the undertaker fails to carry out the remedial work in accordance with the approved scheme, National Highways may carry out the steps required of the undertaker and may recover from the undertaker any expenditure reasonably incurred by National Highways in doing so, such sum to be payable within 30 days of demand.</p> <p>(4) National Highways may, at its discretion, at the same time as giving its approval to the condition survey, give notice in writing to the undertaker stating that National Highways will remedy the damage identified by the condition survey and National Highways may recover from the undertaker any reasonable expenditure incurred by National Highways in doing so.</p> <p>(5) The undertaker must make available to National Highways upon reasonable request copies of any survey or inspection reports produced pursuant to any inspection or survey of any specified work following its completion that the undertaker may from time to time carry out.</p> <p><b><u>Security for the open cut method works</u></b></p> <p><b>52.—</b>(1) The undertaker must not commence any open cut method works until—</p> <p>(a) the undertaker procures that the open cut method works are secured by a bond from a bondsman first approved by National Highways, such approval not to be unreasonably withheld or delayed, to indemnify National Highways against all losses, damages, costs or expenses arising from any breach of any one or more obligations of the undertaker in respect of the exercise of the powers under this Order in</p>	



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			<p>respect of the open cut method works under the provisions of this Part of this Schedule provided that the maximum liability of the bond must not exceed the bond sum; and</p> <p>(b) the undertaker has provided the cash surety which may be utilised by National Highways in the event of the undertaker failing to meet its obligations to make payments under paragraph 49 relating to the open cut method works or to carry out works the need for which arises from a breach of one or more of the obligations of the undertaker under the provisions of this Part of this Schedule relating to the open cut method works.</p> <p>(2) Sub-paragraph 52 does not apply where the open cut method works are carried out by the relevant water undertaker pursuant to the 1991 Act.</p> <p><b><u>Commuted sums</u></b></p> <p><b>53.</b>—(1) National Highways must provide to the undertaker an estimate of the commuted sum, calculated in accordance with FS Guidance S278 Commuted Lump Sum Calculation Method dated 18 January 2010 or any successor guidance, prior to the commencement of the open cut method works.</p> <p>(2) The undertaker must pay to National Highways the commuted sum within 56 days of the completion of the open cut method works.</p> <p>(3) Sub-paragraphs 53 and (2) do not apply where the open cut method works are carried out by the relevant water undertaker pursuant to the 1991 Act.</p> <p><b><u>Indemnification</u></b></p> <p><b>54.</b>—(1) Subject to sub-paragraphs (2) and (3), the undertaker must indemnify National Highways from and against all costs, expenses, damages, losses and liabilities suffered by National Highways arising from or in connection with any claim, demand, action or proceedings</p>	



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			<p>resulting from damage caused by the construction, maintenance or use of the specified works.</p> <p>(2) Sub-paragraph 54 does not apply if the costs expenses liabilities and damages were caused by or arose out of the neglect or default of National Highways or its officers servants agents or contractors or any person or body for whom it is responsible.</p> <p>(3) If any person makes a claim or notifies an intention to make a claim against National Highways which may reasonably be considered likely to give rise to a liability under this paragraph then National Highways must—</p> <p>(a) as soon as reasonably practicable give the undertaker reasonable notice of any such third party claim or demand, specifying the nature of the indemnity liability in reasonable detail; and</p> <p>(b) not make any admission of liability, agreement or compromise in relation to the indemnity liability without first consulting the undertaker and considering their representations.</p> <p>(4) The undertaker acknowledges that National Highways may receive statutory compensation claims and that National Highways may not be able to comply with sub-paragraph (3) in respect of such claims.</p> <p>(5) Where National Highways considers that sub-paragraph (4) applies to any claim or demand it must give notice of that view as part of the relevant notice provided pursuant to sub-paragraph (3)(a).</p> <p><del>In exercising the powers conferred by this Order in relation to any highway the undertaker must have regard to the potential disruption of traffic which may be caused and must seek to minimise such disruption so far as is reasonably practicable.</del></p> <p><del>— Before commencing the construction of, or the carrying out of any work which involves interference with a highway, the undertaker must submit to National Highways for its approval plans relating thereto,</del></p>	



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			<p><del>and the works must not be carried out except in accordance with the plans submitted to, and approved by, National Highways.</del></p> <p><del>If within 28 days after the plans have been submitted National Highways has not approved or disapproved them, it is deemed to have approved the plans as submitted.</del></p> <p><del>Any officer of National Highways duly appointed for the purpose may at all reasonable times, on giving to the undertaker such notice as may in the circumstances be reasonable, enter upon and inspect any part of the works authorised by this Order which —</del></p> <p><del>—— is in, over or under any highway; or</del></p> <p><del>—— which may affect any highway or any property of National Highways,</del></p> <p><del>during the carrying out of the work, and the undertaker must give to such officer all reasonable facilities for such inspection and, if the officer is of the opinion that the construction of the work is attended with danger to any highway or to any property of National Highways on or under any highway, the undertaker must adopt such measures and precautions as may be reasonably practicable for the purpose of preventing any damage or injury to the highway.</del></p> <p><del>In the construction of any part of the said works under a highway no part of it shall, except with the consent of National Highways, be so constructed as to interfere with the provision of proper means of drainage of the surface of the highway.</del></p> <p><del>—46. The undertaker must not alter, disturb or in any way interfere with any property of National Highways on or under any highway, or the access thereto, without the consent of the National Highways, and any alteration, diversion, replacement or reconstruction of any such property which may be necessary may be made by National Highways or the undertaker as the National Highways thinks fit, and the expense</del></p>	



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			<p><del>reasonably incurred by National Highways in so doing must be repaid to National Highways by the undertaker.</del></p> <p><del>The undertaker must not under the powers conferred by or under this Order without the consent of National Highways, acquire or enter upon, take or use whether temporarily or permanently or acquire any new rights over any part of any highway, including subsoil beneath the surface of any highway.</del></p> <p><del>If within 28 days after a request for consent has been submitted National Highways has not given or refused such consent, it is deemed to have consented to the request as submitted.</del></p> <p><del>— Where any part of any highway has been broken up or disturbed by the undertaker, the undertaker must make good the subsoil, foundations and surface of that part of the highway to the reasonable satisfaction of National Highways and must maintain the same to the reasonable satisfaction of National Highways for such time as may reasonably be required for the permanent reinstatement of the highway.</del></p> <p><del>The reinstatement of that part of the highway must be carried out by the undertaker to the reasonable satisfaction of National Highways in accordance with such requirements as to specification of material and standards of workmanship as may be prescribed for equivalent reinstatement work by regulations made under section 71 of the 1991 Act.</del></p> <p><del>If any damage to any highway or any property of National Highways on or under any highway is caused by, or results from, the construction of any work authorised by this Order or any act or omission of the undertaker, its contractors, agents or employees whilst engaged upon such work, the undertaker must, in the case of damage to a highway, make good such damage to the reasonable satisfaction of National Highways and, where the undertaker does not make good, or in the</del></p>	





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			<p><del>ease of damage to property of National Highways, the undertaker must pay reasonable compensation to National Highways for such damage. The fact that any act or thing may have been done in accordance with plans approved by National Highways does not (if it was not attributable to the act, neglect or default of National Highways or of any person in its employment or its contractors or agents) exonerate the undertaker from any liability, or affect any claim for damages, under this Part or otherwise.</del></p> <p>(6) National Highways must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which <b>the indemnity under this paragraph 48</b> applies. <del>If</del> where it is within National Highway's reasonable gift and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of National Highway's control. If reasonably requested to do so by the undertaker, National Highways must provide an explanation of how <del>the</del> <b>any</b> claim has been <b>mitigated</b> or minimised or where <b>mitigation</b> or minimisation is not possible an explanation as to why.</p> <p>(7) The undertaker <del>is only liable under paragraph 48 for claims reasonably incurred by</del> <b>agrees to pay</b> National Highways <b>any sum due under this paragraph within 28 days of written demand.</b></p> <p><b><u>Arbitration</u></b></p> <p><b>55.</b>Any difference or dispute arising between the undertaker and <del>the relevant highway authority</del> <b>National Highways</b> under this <b>part Part</b> of this <b>schedule Schedule</b> <del>(other than in difference as to the meaning or construction of this Part of this Schedule)</del> <b>shall be resolved</b> must, unless otherwise agreed in writing between the undertaker and National Highways, be determined by arbitration <del>under</del> <b>in accordance with</b> article 46 (arbitration).</p>	



Location	Request	Rationale	Summary of Change	Relevant doc version
<b>Schedule 11 – Paragraph 58</b>	Internal Drainage Board	Amendments to protective provisions made in response to comments from the King's Lynn Drainage Board (note that the protective provisions are still under negotiation)	Insert: (2) In respect of any specified work that includes the crossing of any existing culvert by Work No. 7 or 8, any plans submitted for approval under sub-paragraph (1) must locate the cables above the culvert.	Rev 2
<b>Schedule 11 – Paragraph 60</b>	Internal Drainage Board	Amendments to protective provisions made in response to comments from the King's Lynn Drainage Board (note that the protective provisions are still under negotiation)	Insert: (5) If the Board intends to replace a culvert that is crossed Work No. 7 or 8, and the replacement of the culvert will reasonably require the relocation of Work No. 7 or 8 either above or below the new culvert, the Board must provide the undertaker with 28 days written notice of its intention to replace the culvert and— (a) the undertaker must, within 28 days of receiving the notice, advise the Board of the timescale it requires to relocate Work No. 7 or 8 and the specifications for the relocated Work No. 7 or 8; and (b) must take all reasonable steps to relocate Work No. 7 or 8 within the timescale advised to the Board.  Insert: (8) If the undertaker does not comply with the requirements set out in sub-paragraph (5)(a) within 28 days or the timescale specified under paragraph (5)(b), as applicable, the Board must not commence any works to replace the culvert within 6 metres of	Rev 2



Location	Request	Rationale	Summary of Change	Relevant doc version
Schedule 11 – Paragraph 67	Anglian Water	Amendments to protective provisions made in response to updated protective provisions being received from Anglian Water and minor corrections (note that the protective provisions are still under negotiation)	<p data-bbox="920 325 1832 395">Work No. 7 or 8 before the matter has been determined under paragraph 65.</p> <p data-bbox="920 453 1832 555"><del>66.62.</del> For the protection of Anglian Water, the following provisions shall, unless otherwise agreed in writing between the undertaker and Anglian Water, have effect.</p> <p data-bbox="920 580 1832 612"><del>67.63.</del> In this Part of this Schedule—</p> <p data-bbox="965 628 1832 735">“alternative apparatus” means alternative apparatus adequate to enable Anglian Water to fulfil its statutory functions in no less efficient a manner than previously;</p> <p data-bbox="965 751 1832 820"><del>“Anglian Water” means Anglian Water Services Limited (company number 02366656);</del></p> <p data-bbox="965 836 1832 868">“apparatus” means <del>any</del>:</p> <p data-bbox="965 884 1832 991"><u>(a)</u> works, mains, pipes or other apparatus belonging to or maintained by Anglian Water for the purposes of water supply and sewerage <del>and</del>;</p> <p data-bbox="965 1007 1832 1075"><u>(b)</u> <del>(a)</del> any drain or works vested in Anglian Water under <del>The</del> the Water Industry Act 1991;</p> <p data-bbox="965 1091 1832 1235"><u>(c)</u> <del>(b)</del> any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102-(4) of <del>The</del> the Water Industry Act 1991 or an agreement to adopt made under section 104 of that Act;</p> <p data-bbox="920 1251 1832 1353"><u>(d)</u> any drainage system constructed for the purpose of reducing the volume of surface water entering any public sewer belonging to Anglian water; and</p>	Rev 2



Location	Request	Rationale	Summary of Change	Relevant doc version
			<p><u>(e)</u> includes a sludge main, disposal main or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any sewer, drain, or works (within the meaning of section 219 of that Act) and any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;</p> <p>and in this definition, expressions and words used in this definition and defined in section 219 (general interpretation) of the Water Industry Act 1991 have the same meaning as in that Act;</p> <p>“functions” includes powers and duties;</p> <p>“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land; and</p> <p>“plan” includes <del>sections</del>all designs, drawings, specifications <del>and method statements</del>, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe the works to be executed.</p> <p>3. On street apparatus</p> <p>68. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and Anglian Water are regulated by the provisions of Part 3 of the 1991 Act.</p> <p>4. Apparatus in stopped up streets</p> <p>69.—(1) Where any street is stopped up under article 11 (power to alter layout, etc., of streets), where Anglian Water has apparatus in the street</p>	



Location	Request	Rationale	Summary of Change	Relevant doc version
			<p>or accessed by virtue of the street, it has the same powers and rights in respect of that apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to Anglian Water legal easements reasonably satisfactory to Anglian Water in respect of such apparatus and access to it, but nothing in this paragraph affects any right of the undertaker or of Anglian Water to require the removal of that apparatus under paragraph 72 or the power of the undertaker to carry out works under paragraph 74.</p> <p><u>(2)</u> Regardless of the temporary stopping up or diversion of any highway under the powers conferred by article 13 (temporary prohibition or restriction of use of streets and public rights of way), Anglian Water is at liberty at all times to take all necessary access across any such stopped up highway and to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway.</p> <p><b>5.</b> Protective works to buildings</p> <p><b>70.</b> The undertaker, in the case of the powers conferred by article 20 (protective work to buildings), must not exercise those powers so as to obstruct or render less convenient the access to any apparatus without the written consent of Anglian Water (such consent <b>not to be unreasonably withheld or delayed</b>).</p>	



## 6. Acquisition of land

71. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

## 7. Removal of apparatus

72.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or requires that Anglian Water's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of Anglian Water to maintain that apparatus in that land must not be extinguished, until

- (a) alternative apparatus has been constructed and is in operation to the reasonable satisfaction of Anglian Water in accordance with sub-paragraphs (2) to (8); and
- (b) facilities and rights have been secured for that alternative apparatus in accordance with paragraph 73.

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to Anglian Water 28 days' written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order an undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to Anglian Water the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.



Location	Request	Rationale	Summary of Change	Relevant doc version
			<p><u>(3)</u> If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed Anglian Water must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its best endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.</p> <p><u>(4)</u> Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between Anglian Water and the undertaker or in default of agreement settled by arbitration in accordance with article 46 (arbitration).</p> <p><u>(5)</u> Anglian Water must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 46, and after the grant to Anglian Water of any such facilities and rights as are referred to in sub-paragraphs (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.</p>	



Location	Request	Rationale	Summary of Change	Relevant doc version
			<p><u>(6)</u> Regardless of anything in sub-paragraph (5), if Anglian Water gives notice in writing to the undertaker that it desires the undertaker to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker or to the extent that Anglian Water fails to proceed with that work in accordance with sub-paragraph (5) or the undertaker and Anglian Water otherwise agree, that work, instead of being executed by Anglian Water, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of Anglian Water.</p> <p><u>(7)</u> If Anglian Water fails either reasonably to approve, or to provide reasons for its failure to approve along with an indication of what would be required to make acceptable, any proposed details relating to required removal works under sub-paragraph (2) within 28 days of receiving a notice of the required works from the undertaker, then such details are deemed to have been approved. For the avoidance of doubt, any such “deemed consent” does not extend to the actual undertaking of the removal works, which shall remain the sole responsibility of Anglian Water or its contractors.</p> <p><u>(8)</u> Whenever alternative apparatus is to be or is being substituted for existing apparatus, the undertaker shall, before taking or requiring any further step in such substitution works, use best endeavours to</p>	





Location	Request	Rationale	Summary of Change	Relevant doc version
			<p>comply with Anglian Water’s reasonable requests for a reasonable period of time to enable Anglian Water to:</p> <ul style="list-style-type: none"> <li>(a) make network contingency arrangements; or</li> <li>(b) bring such matters as it may consider reasonably necessary to the attention of end users of the utility in question.</li> </ul> <p>8. Facilities and rights for alternative apparatus</p>	
			<p><b>73.—(1)</b> Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to a utility undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights are to be granted upon such terms and conditions as may be agreed between the undertaker and Anglian Water or in default of agreement settled by arbitration in accordance with article 46 (arbitration).</p> <p><u>(2)</u> If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to Anglian Water than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to Anglian Water as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.</p>	



Location	Request	Rationale	Summary of Change	Relevant doc version
			<p style="text-align: center;">(3) Such facilities and rights as are set out in this paragraph are deemed to include any statutory permits granted to the undertaker in respect of the apparatus in question, whether under the Environmental Permitting Regulations 2010 or other legislation.</p> <p>9. Retained apparatus</p> <p>74.—(1) Not less than 28 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus (or any means of access to it) the removal of which has not been required by the undertaker under paragraph (2), the undertaker must submit to Anglian Water a plan of the works to be executed.</p> <p><del>The undertaker shall not interfere with, build over or near to any apparatus within the Order Land or execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or carry out any filling around the apparatus (where the apparatus is laid in a trench) within the standard protection strips which are the strips of land falling within the following distances to either side of 64. the medial line of any relevant apparatus;</del></p> <ul style="list-style-type: none"> <li><del>(a) 2.25 metres where the diameter of the pipe is less than 150 millimetres;</del></li> <li><del>(b) 3 metres where the diameter of the pipe is between 150 and 450 millimetres;</del></li> <li><del>(c) 4.5 metres where the diameter of the pipe is between 450 and 750 millimetres; and</del></li> <li><del>(d) 6 metres where the diameter of the pipe exceeds 750 millimetres;</del></li> </ul>	



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			<p><del>unless otherwise agreed in writing with Anglian Water, such agreement not to be unreasonably withheld or delayed, and such provision being brought to the attention of any agent or contractor responsible for carrying out any work on behalf of the undertaker in writing.</del></p> <p><del>65. The alteration, extension, removal or re location of any apparatus shall not be implemented until—</del></p> <p><del>any requirement for any permits under the Environmental Permitting (England and Wales) Regulations 2016 or other legislation and any other associated consents are obtained by the undertaker, and any approval or agreement required from Anglian Water on alternative outfall locations as (a) — a result of such re location are approved, such approvals from Anglian Water not to be unreasonably withheld or delayed; and</del></p> <p><del>(2) (b)the undertaker has made the appropriate application required under the Water Industry Act 1991 together with a plan and section of the works proposed and Anglian Water has agreed all of the contractual documentation required under the Water Industry Act 1991, such agreement not to be unreasonably withheld or delayed; and such works to be carried out only in accordance with the plan, section and description submitted. Those works must be executed only in accordance with the plan submitted under sub-paragraph</del> <b>Error! Reference source not found.</b> <del>and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by Anglian Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it. In the situation, where in exercise of the powers conferred by the, and Anglian Water is entitled to watch and inspect the execution of those works.</del></p>	



Location	Request	Rationale	Summary of Change	Relevant doc version
			<p><u>(3)</u> Any requirements made by Anglian Water under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan under sub-paragraph <b>Error! Reference source not found.</b> is submitted to it.</p> <p><u>(4)</u> If Anglian Water in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 72 to 73 and 75 to 77 apply as if the removal of the apparatus had been required by the undertaker under paragraph (2).</p> <p><u>(5)</u> Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.</p> <p><u>(6)</u> The undertaker is not required to comply with sub-paragraph <b>Error! Reference source not found.</b> in a case of emergency but in that case must give to Anglian Water notice as soon as is reasonably practicable and a plan of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances, using its reasonable</p>	



Location	Request	Rationale	Summary of Change	Relevant doc version
			<p>endeavours to keep the impact of those emergency works on Anglian Water's apparatus, on the operation of its water and sewerage network and on end-users of the services Anglian Water provides to a minimum.</p> <p><u>(7)</u> For the purposes of sub-paragraph <b>Error! Reference source not found.</b> and without prejudice to the generality of the principles set out in that sub-paragraph, works are deemed to be in land near Anglian Water's</p>	
			<p><del>Order, the undertaker acquires any interest in any land in which apparatus is placed and such apparatus is to be relocated, extended, removed or altered in any way, an alteration or extension must not take place until Anglian Water has established to its reasonable satisfaction, contingency arrangements 66. — in order to conduct its functions for the duration of the works to relocate, extend, remove or alter the apparatus. 67. Regardless of any provision in this Order or anything shown on any plan, the undertaker must not acquire any apparatus otherwise than by agreement with Anglian Water, and before extinguishing any existing rights for Anglian Water to use, keep, inspect, renew and maintain its apparatus in the Order land, the undertaker shall, with the agreement of Anglian Water, create a new right to use, keep, inspect, renew and maintain the apparatus that is reasonably convenient for Anglian Water such agreement not to be unreasonably withheld or delayed, and to be subject to arbitration under article 45 (arbitration).</del></p>	
			<p><del>68. — If in consequence of the exercise of the powers conferred by the Order the access to any apparatus is materially obstructed the undertaker shall provide such alternative means of access to such apparatus as will</del></p>	



Location	Request	Rationale	Summary of Change	Relevant doc version
			<p><del>enable Anglian Water to maintain or use the apparatus no less effectively than was possible before such obstruction.</del></p> <p><del>69.</del>— If in consequence of the exercise of the powers conferred by the Order, <del>previously unmapped sewers, lateral drains or other apparatus belonging to Anglian Water are identified by the undertaker, notification of the location of such assets will immediately be given to Anglian Water and afforded the same protection as other Anglian Water apparatus.</del>apparatus (where it is a pipe) if those works fall within the following distances measured from the medial line of such apparatus:</p> <ul style="list-style-type: none"> <li><del>(a)</del> 4 metres where the diameter of the pipe is less than 250 millimetres;</li> <li><del>(b)</del> 5 metres where the diameter of the pipe is between 250 and 400 millimetres, and</li> <li><del>(c)</del> a distance to be agreed on a case by case basis and before the submission of the Plan under sub-paragraph <b>Error! Reference source not found.</b> is submitted where the diameter of the pipe exceeds 400 millimetres.</li> </ul> <p>10. Expenses and costs</p> <p>75.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to Anglian Water all expenses reasonably incurred by Anglian Water in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in this Part of this Schedule.</p>	



Location	Request	Rationale	Summary of Change	Relevant doc version
			<p><u>(2)</u> There must be deducted from any sum payable under subparagraph <b>Error! Reference source not found.</b> the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus that value being calculated after removal.</p> <p><u>(3)</u> If in accordance with the provisions of this Part of this Schedule—</p> <p><u>(a)</u> apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or</p> <p><u>(b)</u> apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated ,</p> <p>and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article xx54 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to Anglian Water by virtue of subparagraph <b>Error! Reference source not found.</b> must be reduced by the amount of that excess.</p> <p><u>(4)</u> For the purposes of sub-paragraph (3)—</p>	



Location	Request	Rationale	Summary of Change	Relevant doc version
			<p>(a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and</p> <p>(b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.</p> <p><del>76.70. If for any</del>—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any <del>of the</del> such works referred to in paragraphs <del>65 to 67 and 69 above</del> 70 or 72(2), or by reason of any subsidence resulting from such development or works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the undertaker <del>shall, must</del>—</p> <p>(a) bear and pay the cost reasonably incurred by Anglian Water in making good <del>any such</del> damage or restoring the supply; and</p> <p>(b) make reasonable compensation to Anglian Water for any other expenses, loss, damages, penalty or costs incurred by Anglian Water, by reason or in consequence of any such damage or interruption.</p> <p>(2) The fact that any act or thing may have been done by Anglian Water on behalf of the undertaker or in accordance with a plan approved by Anglian Water or in accordance with any requirement of Anglian Water or under its supervision does not, subject to sub-paragraph (3), excuse the undertaker from liability under the provisions of sub-</p>	





Location	Request	Rationale	Summary of Change	Relevant doc version
			<p>paragraph <b>Error! Reference source not found.</b> unless Anglian Water fails to carry out and execute the works properly with due care and attention and in a skilful and professional like manner or in a manner that does not accord with the approved plan.</p> <p>(3) Nothing in sub-paragraph <b>Error! Reference source not found.</b> imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the unlawful or unreasonable act, neglect or default of Anglian Water, its officers, servants, contractors or agents.</p> <p>(4) Anglian Water must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made, without the consent of the undertaker (such consent <b>not to be unreasonably withheld or delayed</b>) who, if withholding such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.</p>	
			<p>11. Cooperation</p>	
			<p>77. Where in consequence of the proposed construction of any of the authorised development, the undertaker or Anglian Water requires the removal of apparatus under paragraph 72(2) or Anglian Water makes requirements for the protection or alteration of apparatus under paragraph 74 , the undertaker must use all reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of</p>	



Location	Request	Rationale	Summary of Change	Relevant doc version
			<p>Anglian Water’s undertaking, using existing processes where requested by Anglian Water, provided it is appropriate to do so, and Anglian Water must use all reasonable endeavours to co-operate with the undertaker for that purpose.</p> <p><b>78.</b> Where the undertaker identifies any apparatus which may belong to or be maintainable by Anglian Water but which does not appear on any statutory map kept for the purpose by Anglian Water, it shall inform Anglian Water of the existence and location of the apparatus as soon as reasonably practicable.</p> <p><b>79.</b> Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Anglian Water in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.</p> <p><b>80.</b> The undertaker and Anglian Water may by written agreement substitute any period of time for those periods set out in this Part of this Schedule.</p> <p><del><b>71.</b>— To the extent (but not greater) that Anglian Water has not used its reasonable endeavours to mitigate and minimise in whole or in part any costs, expenses, loss, demands, and penalties to which the provisions of this Part apply, that amount of such costs, expenses, loss, demands and penalties shall not be recoverable from the undertaker. If requested to do so by the undertaker, Anglian Water shall provide an explanation of how any claim has been minimised. The undertaker shall only be liable under paragraph 70 for claims reasonably incurred by Anglian Water.</del></p>	
<b>Schedule 12 – Paragraph 1</b>	Applicant	Correction	<b><u>Interpretation of Schedule 12</u></b> 1. In this Schedule <del>12</del> —	Rev 2



Location	Request	Rationale	Summary of Change	Relevant doc version																								
<b>Schedule 12 – Paragraph 2</b>	Relevant Planning Authorities	Correction	<p>2.—(1) Where an application has been made to the relevant authority for any consent, agreement or approval required by a requirement (including consent, agreement or approval in respect of part of a requirement) the relevant authority must give notice to the undertaker of their decision on the application within a period of nine (9) weeks beginning with—</p> <p>(a) the day immediately following that on which the application is received by the authority;</p> <p>(b) the day immediately following that on which further information has been supplied by the undertaker under sub-paragraph (2); or</p> <p>(c) such longer period as may be agreed in writing by the undertaker and the relevant authority</p> <p><b>whichever is the latest.</b></p>	Rev 2																								
<b>Schedule 13 – Documents and plans to be certified – Table 10</b>	Applicant	Consequential amendments as a result of new definitions in Article 2 and Deadline 1 submissions. The carbon capture and export readiness reserve space plan will be submitted at Deadline 2.	<table border="1"> <thead> <tr> <th>(1) <i>Document name</i></th> <th>(2) <i>Document reference</i></th> <th>(3) <i>Revision number</i></th> <th>(4) <i>Document date</i></th> </tr> </thead> <tbody> <tr> <td>access and public rights of way plans</td> <td>2.4</td> <td><del>1</del>2</td> <td><del>June 2022</del> March 2022</td> </tr> <tr> <td>book of reference</td> <td>4.1</td> <td><del>1</del>3</td> <td><del>June 2022</del> March 2022</td> </tr> <tr> <td>carbon capture and export readiness reserve space plan</td> <td></td> <td></td> <td></td> </tr> <tr> <td>combined heat and power statement</td> <td>7.6</td> <td>1</td> <td>June 2022</td> </tr> <tr> <td>design and access statement</td> <td>7.5</td> <td>1</td> <td>June 2022</td> </tr> </tbody> </table>	(1) <i>Document name</i>	(2) <i>Document reference</i>	(3) <i>Revision number</i>	(4) <i>Document date</i>	access and public rights of way plans	2.4	<del>1</del> 2	<del>June 2022</del> March 2022	book of reference	4.1	<del>1</del> 3	<del>June 2022</del> March 2022	carbon capture and export readiness reserve space plan				combined heat and power statement	7.6	1	June 2022	design and access statement	7.5	1	June 2022	Rev 2
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combined heat and power statement	7.6	1	June 2022																									
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Location	Request	Rationale	Summary of Change	Relevant doc version
	environmental statement	6.1, 6.2	1	June 2022
	environmental statement figures	6.3	+2	<del>June 2022-March 2023</del>
	environmental statement appendices	6.4	+2	<del>June 2022-March 2023</del>
	flood risk assessment	6.4 (ES Appendix 12A)	1	June 2022
	land plans	2.2	+2	<del>June 2022-March 2023</del>
	outline construction environmental management plan	7.12	+2	<del>June 2022-March 2023</del>
	outline construction traffic management plan	6.4 (ES Appendix 6A)	+2	<del>June 2022-March 2023</del>
	outline drainage strategy	6.4 (ES Appendix 12F)	+2	<del>June 2022-March 2023</del>
	outline employment and skills strategy	7.8	1	June 2022
	outline fire prevention plan	7.10	1	June 2022
	outline flood emergency management plan	7.9	+2	<del>June 2022-March 2023</del>



Location	Request	Rationale	Summary of Change	Relevant doc version		
			outline landscape and ecology strategy	6.3 (ES Figure 3.14)	1	June 2022
			outline landscape and ecology management plan	7.7	1	June 2022
			outline lighting strategy	6.4 (ES Appendix 3B)	1	June 2022
			Outline local air quality monitoring strategy	9.21	1	March 2023
			outline odour management plan	7.11	<del>1</del> 2	<del>June 2022-Me</del>
			operational noise management plan	6.4 (ES Appendix 7D)	<del>1</del> 2	<del>June 2022-Me</del>
			outline operational traffic management plan	7.15	<del>1</del> 2	<del>June 2022-Me</del>
			outline operational travel plan	6.4 (ES Appendix 6C)	1	June 2022
			works plans	2.3	1	June 2022
<b>Schedule 15 – Paragraph 1</b>	Applicant	Correction	1.—(1) The primary objective of these Arbitration Rules is to achieve a fair, impartial, final and binding award on the substantive difference between the parties (save as to costs) within 4 months from the date the arbitrator is appointed pursuant to article 46 <del>45 of the Order.</del>			Rev 2

