

West Burton Solar Project

Schedule of Progress regarding Protective Provisions and Statutory Undertakers

Prepared by: Pinsent Masons LLP
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Report Prepared for: West Burton Solar Project Ltd.

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1 Introduction

1.1 Background

- 1.1.1 West Burton Solar Project Limited (the Applicant) submitted an application to the Secretary of State on 21 March 2023 (the Application). The Application was accepted for Examination on 18 April 2023. The Examination of the Application commenced on 8 November 2023.
- 1.1.2 This document should be read in conjunction with the **Book of Reference [EX1/WB4.3_A]**, **Land Plan [AS-006]**, the **Statement of Reasons [APP-019]** and the **Draft DCO [EX1/WB3.1_A]**.
- 1.1.3 The **Book of Reference [EX1/WB4.3_A]** includes details of the interests belonging to the statutory undertakers listed in this document that are within the Order limits or affected by the Scheme. Further information on how the Scheme will impact on interests belonging to statutory undertakers is set out in the **Statement of Reasons [APP-019]**.
- 1.1.4 This document provides an update on the status of negotiations with statutory undertakers, and with other utility providers, included within the **Book of Reference [EX1/WB4.3_A]**.
- 1.1.5 Section 10.3 of the **Statement of Reasons [APP-019]** sets out the tests in section 127 of the Planning Act 2008. In summary, where a representation has been made by a statutory undertaker objecting to the acquisition of statutory undertakers' land (or rights over land), the Secretary of State must be satisfied that the land or right can be replaced or rights can be acquired without any serious detriment to the carrying on of the undertaking.
- 1.1.6 The Applicant's position is that the protective provisions contained in Schedule 16 of the **Draft DCO [EX1/WB3.1_A]** are adequate to protect each statutory undertaker's undertaking and to ensure that it suffers no serious detriment. Therefore, in the event that any representations made by statutory undertakers remain outstanding at the end of the Examination, the Secretary of State can be satisfied that the tests set out in section 127 of the Planning Act 2008 have been met.
- 1.1.7 The table below includes each statutory undertaker of other utility and includes details of the affected plots together with the status of negotiations.

Table 1: Statutory Undertakers and Other Apparatus Owners

Plot Nos.	Statutory undertaker or other apparatus owner	Engagement of Section 127 and/or Section 138 of the Planning Act 2008	Status of negotiations
01-010, 01-011, 01-017, 01-021, 02-022,	Anglian Water Services Limited	The Applicant considers that the land and rights	Draft Protective Provisions have been

<p>02-025, 02-026, 02-027, 02-028, 02-029, 02-032, 04-038, 04-041, 05-063, 05-063a, 06-074, 06-076, 06-077, 06-080, 06-081, 06-083, 06-084, 06-093, 07-098, 07-099, 07-100, 07-101, 08-129, 08-130, 08-132, 10-187, 10-193, 10-196, 10-197, 10-198</p>		<p>can be acquired without serious detriment to the carrying on of Anglian Water's undertaking.</p> <p>The Protective Provisions in Part 7 of Schedule 16 ensure that Anglian Water's land and apparatus will be protected and access maintained during construction.</p> <p>The Protective Provisions also ensure that (if necessary) no rights will be extinguished without Anglian Water's agreement and no apparatus removed until alternative apparatus has been constructed. The Applicant is not intending to extinguish any rights belonging to Anglian Water.</p>	<p>included in the draft DCO. The Applicant is continuing to discuss the detail of the Protective Provisions with Anglian Water and is confident that these will be agreed prior to the end of Examination.</p> <p>The Applicant is awaiting confirmation from Anglian Water that the protective provisions are agreed.</p>
<p>01-012, 05-057, 05-062, 05-063, 06-075, 06-089, 06-090, 07-105, 07-106, 07-107, 07-108, 07-110, 07-114, 07-114a, 07-115, 08-158, 08-159, 09-162, 09-163, 09-164, 09-167, 09-168, 09-169, 09-170, 09-171, 09-172, 09-173, 10-174, 10-175, 10-177, 10-178, 10-179, 10-180, 10-181, 10-182,</p>	<p>National Grid Electricity Transmission plc (NGET)</p>	<p>The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of NGET's undertaking.</p> <p>The Protective Provisions in Part 3 of Schedule 16 ensure that NGET's land and apparatus will be protected and access</p>	<p>Draft Protective Provisions have been included in the draft DCO. The Applicant is continuing to discuss the detail of the Protective Provisions with NGET and an associated side agreement and is confident that these will be agreed prior to the end of Examination.</p>

<p>10-184, 10-185, 10-187, 10-188, 10-189</p>		<p>maintained during construction.</p> <p>The Protective Provisions also ensure that (if necessary) no rights will be extinguished without NGET's agreement and no apparatus removed until alternative apparatus has been constructed. The Applicant is not intending to extinguish any rights belonging to NGET.</p>	
<p>01-012, 01-014, 01-015, 01-017, 02-029, 02-030, 02-031, 02-033, 04-038, 04-040, 04-042, 04-043, 04-043a, 05-057, 05-062, 05-063, 06-075, 06-076, 06-077, 06-089, 06-090, 06-092, 06-092a, 07-096, 07-098, 07-102, 08-135, 08-136, 08-145, 08-160, 10-184, 10-185</p>	<p>National Grid Electricity Distribution (East Midlands) plc (NGED)</p>	<p>The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of NGED's undertaking.</p> <p>The Protective Provisions in Part 4 of Schedule 16 ensure that NGED's land and apparatus will be protected and access maintained during construction.</p> <p>The Protective Provisions also ensure that (if necessary) no rights will be extinguished without NGED's agreement and no apparatus removed until alternative apparatus has been constructed. The</p>	<p>Draft Protective Provisions have been included in the draft DCO. The Applicant is continuing to discuss the detail of the Protective Provisions and an associated side agreement with NGED and is confident that these will be agreed prior to the end of Examination.</p>

		Applicant is not intending to extinguish any rights belonging to NGET.	
04-046, 04-047, 04-049, 05-057, 05-059, 05-060, 05-061, 05-063, 06-064, 06-066, 06-067, 06-069, 06-070, 06-071, 06-072, 06-073, 06-074, 06-078, 06-079, 06-081, 06-082, 06-083, 06-084, 06-085, 06-087, 06-088, 06-093, 07-094, 07-095, 07-096, 07-097, 07-098, 07-099, 07-100, 07-101, 07-102, 07-103	Northern Powergrid (Yorkshire) plc (NPG)	<p>The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of NPG's undertaking.</p> <p>The Protective Provisions in Part 5 of Schedule 16 ensure that NPG's land and apparatus will be protected and access maintained during construction.</p> <p>The Protective Provisions also ensure that (if necessary) no rights will be extinguished without NPG's agreement and no apparatus removed until alternative apparatus has been constructed. The Applicant is not intending to extinguish any rights belonging to NPG.</p>	Draft Protective Provisions have been included in the draft DCO. The Applicant is continuing to discuss the detail of the Protective Provisions and an associated side agreement with NPG and is confident that these will be agreed prior to the end of Examination.
10-183, 10-184, 10-185	EDF Energy (Thermal Generation) Limited	<p>The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of EDF's undertaking.</p> <p>The Protective Provisions in Part 1 of</p>	Bespoke draft Protective Provisions have been received from EDF and are being negotiated. These will be included in the draft DCO when they are close to an agreed form. The Applicant is

		<p>Schedule 16 ensure that EDF's land and apparatus will be protected and access maintained during construction.</p> <p>The Protective Provisions also ensure that (if necessary) no rights will be extinguished without EDF's agreement and no apparatus removed until alternative apparatus has been constructed. The Applicant is not intending to extinguish any rights belonging to EDF.</p>	<p>confident that an agreement will be reached prior to the end of the Examination.</p>
10-194, 10-195, 10-196	Cadent Gas Limited	<p>The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of Cadent Gas' undertaking.</p> <p>The Protective Provisions in Part 6 of Schedule 16 ensure that Cadent Gas' land and apparatus will be protected and access maintained during construction.</p> <p>The Protective Provisions also ensure that (if necessary) no rights will be extinguished without Cadent Gas' agreement</p>	<p>Draft Protective Provisions have been included in the draft DCO.</p> <p>Discussions are ongoing with comments on the draft protective provisions and an associated side agreement recently received from Cadent's solicitors. A revised set of Protective Provisions will be included in the draft DCO submitted at Deadline 2. The Applicant is confident that agreement will be reached prior to the end of the Examination.</p>

		and no apparatus removed until alternative apparatus has been constructed. The Applicant is not intending to extinguish any rights belonging to Cadent Gas.	
07-095, 07-096, 07-098, 07-099, 07-100, 07-101, 07-102, 07-118, 07-121, 10-177, 10-178, 10-180	Severn Trent Water Limited (STWL)	Protective provisions for the benefit of water undertakers have been included in Part 1 of Schedule 16 to the draft DCO.	STWL has not submitted a relevant representation and has not requested bespoke protective provisions
01-018, 01-019, 02-023, 02-024, 07-106, 07-107, 10-183, 10-184, 10-185	Environment Agency (EA)	<p>The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of the EA's undertaking.</p> <p>The Protective Provisions in Part 9 of Schedule 16 ensure that EA's land and apparatus will be protected and access maintained during construction.</p> <p>The Protective Provisions also ensure that (if necessary) no rights will be extinguished without EA's agreement and no apparatus removed until alternative apparatus has been constructed. The Applicant is not intending to extinguish</p>	<p>Draft Protective Provisions have been included in the draft DCO. The Applicant is continuing to discuss the detail of the Protective Provisions with the EA and is confident that these will be agreed prior to the end of Examination.</p>

		any rights belonging to EA.	
05-063, 05-063a, 06-068, 06-069, 06-070, 06-071, 06-072, 06-073, 06-074, 06-077, 06-083	Network Rail Infrastructure Limited	<p>The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of Network Rail's undertaking.</p> <p>The Protective Provisions in Part 10 of Schedule 16 ensure that Network Rail's land and apparatus will be protected and access maintained during construction.</p> <p>The Applicant is not intending to extinguish any rights belonging to Network Rail. However, the Applicant cannot agree to not utilise the compulsory acquisition powers in the Draft DCO until a voluntary agreement for the necessary property rights has been entered into.</p>	<p>Draft Protective Provisions have been included in the draft DCO.</p> <p>Discussions are ongoing. Heads of Terms have are almost agreed for the property documents and solicitors instructed to prepare the documents.</p> <p>The Applicant is confident that agreement will be reached prior to the end of the Examination.</p>
N/A	Gate Burton Energy Park Limited	<p>The Gate Burton Energy Park is a scheme that, if granted development consent, would have the power to compulsorily acquire various plots of land over which the Applicant seeks powers of compulsory acquisition.</p>	<p>Agreed Protective Provisions have been included within the draft DCO. The Applicant remains in discussion with Gate Burton in order that, should changes to that scheme be made, the Protective Provisions can be revised by agreement.</p>

		<p>The Protective Provisions in Part 11 of Schedule 16 ensure that the interaction between the schemes is appropriately managed, to ensure both projects can be implemented as intended.</p>	
N/A	West Burton Solar Project Limited	<p>The West Burton Solar Project is a scheme that, if granted development consent, would have the power to compulsorily acquire various plots of land over which the Applicant seeks powers of compulsory acquisition.</p> <p>The Protective Provisions in Part 12 of Schedule 16 ensure that the interaction between the schemes is appropriately managed, to ensure both projects can be implemented as intended.</p>	<p>Agreed Protective Provisions have been included within the draft DCO. The Applicant remains in discussion with West Burton in order that, should changes to that scheme be made, the Protective Provisions can be revised by agreement.</p>
07-106, 07-118, 07-119, 07-119a, 07-121	Canal & River Trust	<p>The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of the Canal & River Trust's undertaking.</p> <p>The Protective Provisions in Part 13 of Schedule 16 ensure that the Canal & River Trust's land and apparatus will</p>	<p>The Protective Provisions are included in Part 13 of Schedule 16 of the draft DCO.</p> <p>Discussions are ongoing regarding the additional wording is required in respect of dredging tip (parcel 07-121).</p> <p>The Applicant is confident that</p>

		<p>be protected and access maintained during construction.</p> <p>The Protective Provisions also ensure that (if necessary) no rights will be extinguished without the Canal & River Trust's agreement and no apparatus removed until alternative apparatus has been constructed.</p>	<p>agreement will be reached prior to the end of the Examination.</p>
<p>06-085, 06-086, 06-087, 06-089, 06-090, 06-091, 07-111, 07-112</p>	<p>Uniper UK Limited</p>	<p>The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of Uniper's undertaking.</p> <p>The Protective Provisions to be included in Schedule 16 ensure that Uniper's land and apparatus will be protected and access maintained during construction.</p> <p>The Applicant is not intending to extinguish any rights belonging to Uniper. However the Applicant cannot agree to not utilise the compulsory acquisition powers in the draft DCO until a voluntary agreement for the necessary property</p>	<p>Draft Protective Provisions are currently being negotiated with Uniper. These will be included in a revision of the draft DCO once they have been substantially agreed.</p> <p>The Applicant is confident that an agreement will be reached prior to the close of the Examination.</p>

		rights has been entered into.	
01-017, 02-025, 02-028, 02-029, 02-030, 02-031, 02-032, 02-033, 04-038, 04-039, 04-040, 04-046, 04-047, 05-055, 05-059, 05-063, 05-063a, 06-075, 06-080, 06-081, 06-082, 06-083, 06-084, 06-085, 06-086, 06-087, 06-088, 06-091, 06-092, 06-092a, 06-093, 07-095, 07-098, 07-099, 07-100, 07-101, 07-110, 07-111, 07-113, 08-129, 08-130, 08-132, 09-164, 09-165, 09-166, 09-169, 09-171, 10-184, 10-194	Openreach Limited	Protective provisions for the benefit of telecommunications code network operators have been included in Part 2 of Schedule 16 to the draft DCO.	Openreach Limited has not submitted a relevant representation and has not requested any bespoke protective provisions.
02-025, 02-026, 02-027, 02-028, 02-029, 02-032, 04-038	Virgin Media Limited	Protective provisions for the benefit of telecommunications code network operators have been included in Part 2 of Schedule 16 to the draft DCO.	Virgin Media Limited has not submitted a relevant representation and has not requested any bespoke protective provisions.
10-184, 10-185	Vodafone Limited	Protective provisions for the benefit of telecommunications code network operators have been included in Part 2 of Schedule 16 to the draft DCO.	Vodafone Limited has not submitted a relevant representation and has not requested any bespoke protective provisions.
05-055, 05-057, 05-058, 05-059, 05-060, 05-061, 06-066, 06-067, 06-084, 06-085, 06-087, 06-088, 06-	Exolum Pipeline System Limited	Whilst Exolum is not a statutory undertaker, protective provisions are to be provided to ensure that Exolum's	Draft Protective Provisions have been received from Exolum and are being negotiated. The Applicant will include

<p>091, 06-092, 06-092a, 09-167, 09-168, 09-169, 09-170, 09-171, 10-177, 10-180, 10-184, 10-187</p>		<p>land interest and apparatus will be protected and access maintained during construction.</p> <p>The Protective Provisions to be included in Schedule 16 ensure that (if necessary) no rights will be extinguished without Exolum's agreement and no apparatus removed until alternative apparatus has been constructed.</p>	<p>the Protective Provisions in full in the draft DCO once these are substantially agreed.</p> <p>The Applicant is confident that agreement will be reached prior to the close of the Examination.</p>
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