

West Burton Solar Project

Schedule of Changes Revision B (Deadline 3)

Prepared by: Lanpro Services
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Issue Sheet

Report Prepared for: West Burton Solar Project Ltd.

Schedule of Changes Deadline 3

Prepared by:

Name: Stephen Flynn

Title: Senior Planner

Approved by:

Name: Jane Crichton

Title: Associate Director MRTPI

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1 Introduction

1.1 Purpose of this Document

- 1.1.1 This document sets out the changes that have been made to the documents submitted by West Burton Solar Project Limited (the 'Applicant') for a Development Consent order on 21 March 2023.
- 1.1.2 For each of the other revised documents submitted during the pre-examination period and at each of the Examination Deadlines, the Tables in Section 2 provide a summary of the changes, the reason for the changes and the references for both the previous version and the new version of the document.
- 1.1.3 The Tables in Section 3 set out the detailed changes made to the draft Development Consent Order. The Tables in Section 4 provide detail of changes to the Land Plan, while the Tables in Sections 5 and 6 relate to the Book of Reference.

2 Schedule of Changes to Previously Submitted Documents

Table 2.1: Schedule of Changes Made during the Pre-Examination Period

Document Name	Submitted Document Reference	Revision and New Reference	Deadline and Date Submitted	Change	Reason for Change
WB1.3 Guide to the Application	[APP-003]	Revision A [AS-005]	3 August 2023	Guide to the Application updated to reflect revised documents and additional documents.	To provide an overview of the submitted documents and to keep track of document references.
WB2.2 Land Plan	[APP-007]	Revision A [AS-006]	3 August 2023	Typographical errors and missing north arrows have been corrected.	In response to advice issued by PINS under Section 51 (PA2008) or to comments provided by PINS within the section 55 checklist relating to the application. Please refer to WB8.1.1 West Burton Solar Project Pre-Examination Response to S51 Advice Cover Letter [AS-007] .
WB2.3 Works Plan	[APP-008]	Revision A [AS-003]	3 August 2023	Work No. 8B as shown on Sheet 7 has been updated to ensure consistency with other areas of Works No. 8B on other sheets. Erroneous labelling of Work No. 5A (vii) on Sheets 7, 8, and 10 have been removed.	In response to advice issued by PINS under Section 51 (PA2008) or to comments provided by PINS within the section 55 checklist relating to the application. Please refer to WB8.1.1 West Burton Solar Project Pre-Examination Response to S51 Advice Cover Letter [AS-007] .
WB2.10 Crown Land Plan	[APP-015]	Revision A [AS-002]	3 August 2023	Typographical errors and missing north arrows have been corrected. An inset showing the location of the Crown Land in respect of the entire Order Limits has been provided on request.	In response to advice issued by PINS under Section 51 (PA2008) or to comments provided by PINS within the section 55 checklist relating to the application. Please refer to WB8.1.1 West Burton Solar Project Pre-Examination Response to S51 Advice Cover Letter [AS-007] .
WB6.3.5.1 ES Appendix 5.1 Site Selection Assessment	[APP-071]	Revision A [AS-004]	3 August 2023	Appendix D has been added to the document.	In response to advice issued by PINS under Section 51 (PA2008) or to comments provided by PINS within the section 55 checklist relating to the application. Please refer to WB8.1.1 West Burton Solar Project Pre-Examination Response to S51 Advice Cover Letter [AS-007] .
WB7.15 Crossing Schedule	[APP-324]	Revision A [AS-001]	3 August 2023	Sheet 5 of 10 to sheet 10 of 10 in Appendix 3 have been added.	To provide information omitted in the version submitted on 21 March 2023.

Table 2.2: Schedule of Changes Made at Deadline 1 (24 November 2023)

Document Name	Submitted Document Reference	Revision and New Reference	Change	Reason for Change
WB1.3_A Guide to the Application Revision A	[AS-005]	Revision B [EX1/WB1.3_A]	Guide to the Application updated to reflect revised documents and additional documents.	To provide an overview of the submitted documents and to keep track of document references.
WB2.3_A Works Plan Revision A	[AS-003]	Revision B [EX1/WB2.3_B]	Area demarcated for Work No.11 revised by increasing width of works area, and rerouting works area to south of Work No. 10.	To ensure area demarcated for Work No. 11 is of a suitable parameter to allow works to practically be undertaken, and to ensure consistency of route with Landscape and Ecological Management Plans.
WB2.11 Streets Plan	[APP-016]	Revision A [EX1/WB2.11_A]	Private accesses, streets, or roads to be temporarily stopped up, private access works and private access subject to traffic regulation measures shown on all sheets.	In response to advice issued by PINS under Section 51 (PA2008). To identify private roads that might be affected by Article 12 of the Draft Developed Consent Order.
WB3.1 Draft Development Consent Order	[APP-017]	Revision A [EX1/WB3.1_A]	See Table 3.1 below.	See Table 3.1 below.
WB4.3 Book of Reference	[APP-021]	Revision A [EX1/WB4.3_A]	See Tables 4.1 and 5.1 below.	See Tables 4.1 and 5.1 below.
WB6.2.7 ES Chapter 7 Climate Change	[APP-045]	Revision A [EX1/WB6.2.7_A]	Paragraph 7.8.52 corrected to show a panel replacement rate of 0.4% each year.	To correct a typographical error.
WB6.2.23 ES Chapter 23 Summary of Significant Effects	[APP-061]	Revision A [EX1/WB6.2.23_A]	Description of any changes to the significant effects due to the change to a 60-year operational lifetime.	In response to updates to the draft Development Consent Order to require decommissioning to be trigger 60 years after commencement of operation.
WB6.3.9.7 ES Appendix 9.7 Great Crested Newt Survey Report	[APP-083]	Revision A [EX1/WB6.3.9.7_A]	Updates to eDNA results of ponds either unable to be surveyed in 2022, and as a result of updated assessments undertaken in 2023.	Updated results from GCN Surveys undertaken in July 2023
WB6.3.14.1 ES Appendix 14.1 Transport Assessment	[APP-126]	Revision A [EX1/WB6.3.14.1_A]	Inclusion of provision of passing bays along access to West Burton 1 from the A1500 for HGVs. Mitigation measures to ensure safety of equestrian road users included.	In response to requests made by Lincolnshire County Council to provide passing places for HGV traffic. To address the British Horse Society's Relevant Representation [RR-331].
WB6.3.14.2 ES Appendix 14.2 Construction Traffic Management Plan	[APP-127]	Revision A [EX1 WB6.3.14.2_A]	Construction Traffic Management Plan updated to take equestrians and reinstatement of private roads into account. Addition of indicative construction access drawings for the Sites and the Cable Route Corridor.	To address the British Horse Society's Relevant Representation [RR-331]. To identify private roads that might be affected by Article 12.
WB6.3.14.3 ES Appendix 14.3 Outline Public Rights of Way Management Plan	[APP-128]	Revision A [EX1/WB6.3.14.3_A]	Public Rights of Way Management Plan updated to take equestrians into account. Paragraph 3.17 updated to confirm that advance notice of closures will be provided. Paragraph 4.3 has been added to deal with the repair of damage to any PRow used during operation. Paragraph 14.3 added to clarify the Scheme's impact on existing PRow.	To address the British Horse Society's Relevant Representation [RR-331].
WB6.4.4.1 ES Figure 4.1 - Illustrative Site Layout Plan West Burton 1	[APP-142]	Revision A [EX1/WB6.4.4.1_A]	River Till Flood Storage Area added to the illustrative site layout plans.	To address the Environment Agency's Relevant Representation [RR-090]
WB6.4.4.2 ES Figure 4.2 - Illustrative Site Layout Plan West Burton 2	[APP-143]	Revision A [EX1/WB6.4.4.2_A]	River Till Flood Storage Area added to the illustrative site layout plans.	To address the Environment Agency's Relevant Representation [RR-090]
WB6.4.8.18.1 ES Figure 8.18.1 - Landscape and Ecology Mitigation and Enhancement	[APP-281]	Revision A [EX1/WB6.4.8.18.1_A]	Correction of typos, to show additional hedgerows to be removed and to provide clarity of IDB Drain locations.	Minor editorial changes for clarity.

Document Name	Submitted Document Reference	Revision and New Reference	Change	Reason for Change
Measures - West Burton 1				
WB6.4.8.18.2 ES Figure 8.18.2 - Landscape and Ecology Mitigation and Enhancement Measures - West Burton 2	[APP-282]	Revision A [EX1/WB6.4.8.18.2_A]	Correction of typos, to show additional hedgerows to be removed and to provide clarity of IDB Drain locations.	Minor editorial changes for clarity.
WB6.4.8.18.3 ES Figure 8.18.3 - Landscape and Ecology Mitigation and Enhancement Measures - West Burton 3	[APP-283]	Revision A [EX1/WB6.4.8.18.3_A]	Correction of typos, to show additional hedgerows to be removed and to provide clarity of IDB Drain locations.	Minor editorial changes for clarity.
WB6.5 Environmental Statement - Non-Technical Summary	[APP-308]	Revision A [EX1/WB6.5_A]	Paragraphs 6.3.60 to 6.3.62 corrected to show that the significant effects are adverse.	To correct typographical errors.
WB7.1 Outline Construction Environmental Management Plan	[APP-309]	Revision A [EX1/WB7.1_A]	Additional mitigation measures to include rainwater harvesting, mitigation for HDD spillage, land drain avoidance, and commitments to reduce potential night-time noise and limit construction works on bank or public holidays.	To address requests made by Anglia Water, the Environment Agency, and to ensure consistency of approach with the updated DCO.
WB7.3 Outline Landscape and Ecological Management Plan	[APP-311]	Revision A [EX1/WB7.3_A]	Paragraph 1.1.5 added to clarify the approach to be adopted in relation to the proposed minor hedgerow removal works. Addition of hedgerow removal plans to provide greater information on potential hedgerow loss due to cable construction and for facilitating access for construction.	To address the Environment Agency's Relevant Representation [RR-090]. To address concerns raised by the ExA at ISH1.
WB7.13 Concept Design Parameters	[APP-322]	Revision A [EX1/WB7.13_A]	Table 2.1 updated to include the position of electrical infrastructure associated with the panels. Table 2.1: Conversion Units: Design Parameter amended to remove reference to unless sited within a higher risk flood zone, in which case it could be up to 4.5 m in height. Table 2.6 updated to specify minimum drilling, boring depth under the River Trent to be 5 meters.	For consistency with ES Chapter 22: Mitigation Schedule [APP-060] and Flood Risk Assessment and Drainage Strategy [APP-089]. To respond to matters raised by the Canal & River Trust in their letter to the Applicant.
WB7.14 Outline Operational Environmental Management Plan	[APP-323]	Revision A [EX1/WB7.14_A]	Additional mitigation measures to include rainwater harvesting.	To address requests made by Anglia Water, the Environment Agency, and to ensure consistency of approach with the updated DCO.
WB7.19 Water Framework Directive Assessment	[APP-328]	Revision A [EX1/WB7.19_A]	Paragraph 9.1.5 added to clarify that there is negligible risk of physical impacts to rivers.	To address the Environment Agency's Relevant Representation [RR-090]
WB8.1.9 Joint Report on Interrelationships between Nationally Significant Infrastructure Projects	n/a	Revision A [EX1/WB8.1.9_A]	Amended position on cumulative effects in light of new information available across interrelated projects.	In responses to the ExA's request in the Rule 8 letter [PD-006].

Table 2.3: Schedule of Changes Made at Deadline 2 (3 January 2024)

Document Name	Submitted Document Reference	Revision and New Reference	Change	Reason for Change
WB1.3 Guide to the Application	[REP1-001]	Revision C [EX2/WB1.3_C]	Guide to the Application updated to reflect revised documents and additional documents.	To provide an overview of the submitted documents and to keep track of document references.
WB3.1 Draft Development Consent Order	[REP1-006]	Revision B [EX2/WB3.1_B]	See Table 3.1 below.	See Table 3.1 below.
WB3.2 Explanatory Memorandum	[APP-018]	Revision A [EX2/WB3.1_A]	Updates to definitions and to descriptions of articles and provisions to ensure consistency with updates to the Draft Development Consent Order.	In responses to the ExA's request in the Rule 8 letter [PD-008] and to ensure consistency with updates to the Draft Development Consent Order.
WB4.3 Book of Reference	[REP1-008]	Revision A [EX1/WB4.3_A]	See Tables 4.1 and 5.1 below.	See Tables 4.1 and 5.1 below.
WB8.1.8 Schedule of Changes	[REP1-054]	Revision A [EX2/WB8.1.8_A]	n/a	n/a
WB8.1.9 Report on the Interrelationship with other NSIPs	[REP1-055]	Revision A [EX2/WB8.1.9_A]	Updated to ensure consistency with submissions for Gate Burton Energy Park [EN010131/REP6-041 and REP1-043] and Cottam Solar Project [EN010133/REP3-027] .	In response to the ExA's request in the Rule 8 letter [PD-008] and to ensure consistency with the submissions for Gate Burton Energy Park [EN010131] and Cottam Solar Project [EN010133] .
WB8.1.11 Statement of Commonality	[REP1-045]	Revision A [EX2/WB8.1.11_A]	Updates on progress of discussions.	In response to the ExA's request in the Rule 8 letter [PD-008] .
WB8.1.12 Schedule of progress regarding objections and agreements in relation to Compulsory Acquisition, Temporary Possession, other land rights, and blight	[REP1-046]	Revision A [EX2/WB8.1.12_A]	Updates on progress	In response to the ExA's request in the Rule 8 letter [PD-008] .
WB8.1.13 Schedule of Negotiations	[REP1-047]	Revision A [EX2/WB8.1.13_A]	Updates on negotiations	In response to the ExA's request in the Rule 8 letter [PD-008] .
WB8.1.14 Schedule of progress regarding Protective Provisions and Statutory Undertakers	[REP1-048]	Revision A [EX2/WB8.1.14_A]	Updates on progress	In response to the ExA's request in the Rule 8 letter [PD-008] .
WB8.3.12 Anglian Water SoCG (Final)	[REP1-072]	Revision A [EX2/WB8.1.15_A]	Provision of a signed version.	In response to the ExA's request in the Rule 8 letter [PD-008] .

Table 2.4: Schedule of Changes Made at Deadline 3 (9 January 2024)

Document Name	Submitted Document Reference	Revision and New Reference	Change	Reason for Change
WB1.3 Guide to the Application	TBC	Revision D [EX3/WB1.3_D]	Guide to the Application updated to reflect revised documents and additional documents.	To provide an overview of the submitted documents and to keep track of document references.
WB2.4 Public Rights of Way Plan	[APP-009]	Revision A [EX3/WB2.4_A]	Updates to annotations identifying Public Rights of Way.	To provide clarity, and to ensure consistency with updates to the dDCO.
WB3.1 Draft Development Consent Order	TBC	Revision C [EX3/WB3.1_C]	See Table 3.1 below.	See Table 3.1 below.
WB4.3 Book of Reference	TBC	Revision C [EX3/WB4.3_C]	See Tables 4.1 and 5.1 below.	See Tables 4.1 and 5.1 below.
WB6.2.23 Environmental Statement Chapter 23: Summary of Significant Effects	[REP1-010]	Revision B [EX3/WB6.2.23_B]	Addition of Significant Cumulative Effects in Table 23.1 as assessed in the ES [APP-039 to APP-061].	In response to request made by the Examining Authority in their First Written Questions, at Q1.1.9 [PD-009].
WB6.3.14.2 ES Appendix 14.2 Construction Traffic Management Plan	[REP1-016]	Revision B [EX3/WB6.3.14.2_B]	Updates in relation to site security, detailed design, and joint traffic management arrangements.	To align with commitments made for Cottam Solar Project.
WB6.3.14.3 ES Appendix 14.3 Outline Public Rights of Way Management Plan	[REP1-018]	Revision B [EX3/WB6.3.14.3_B]	Updates in relation to prospective DMMO applications.	To align with commitments made for Cottam Solar Project.
WB6.3.19.2 ES Appendix 19.2 Outline Soil Management Plan	[APP-138]	Revision A [EX3/WB6.3.19.2_A]	Update to include further detail on the reinstatement of soils and soil monitoring.	In response to request by Natural England.
WB7.1 Outline Construction Environmental Management Plan	[REP1-034]	Revision B [EX3/WB7.1_B]	Update to refer to production of a joint CTMP in shared cable route corridor.	In response to request by West Lindsey DC [REP1A-004].
WB7.2 Outline Decommissioning Statement	[APP-310]	Revision A [EX3/WB7.2_A]	Provision for a waste management strategy to be submitted. Addition of mitigation and management measures relating to: Water; Socio Economics, Tourism and Recreation; and Soils and Agriculture.	In response to Lincolnshire CC Local Impact Report [REP1A-002]. To align measures with those contained within the Outline Decommissioning Statement for Cottam Solar Project.
WB7.3 Outline Landscape and Ecological Mitigation Plan	[REP1-042]	Revision B [EX3/WB7.3_B]	Additional details on the approach to minor hedgerow works needed to facilitate construction and operational access to the Scheme.	To provide clarity in response to representations from interested parties and to align with commitments made for Cottam Solar Project.
WB7.5 Planning Statement	[APP-313]	Revision A [EX3/WB7.5_A]	Updates to refer to and stay in accordance with updated NPS Policy and adopted local plan.	To align with updated NPS Policy and adopted local plan.
WB7.9 Outline Battery Storage Safety Management Plan	[APP-318]	Revision A [EX3/WB7.9_A]	Revision to text regarding need for fire suppression systems	In response to latest guidance and agreement with Lincolnshire Fire and Rescue on requirements.
WB7.13 Concept Design Parameters and Principles	[REP1-036]	Revision B [EX3/WB7.13_B]	Fire Suppression system and battery parameters updated. Text on HDD depth under Trent amended. Changes necessitated by a review of consistency of information against that presented in ES Chapter 4 [APP-042].	In response to updated guidance and Lincolnshire Fire and Rescue advice. In response to request from Canals and Rivers Trust to mirror text used for Gate Burton Solar project. In response to request made by the Examining Authority in their First Written Questions, at Q1.8.8 [PD-009].
WB7.14 Outline Operational	[REP1-038]	Revision B [EX3/WB7.14_B]	Provision for a waste management strategy to be submitted.	In response to Lincolnshire CC Local Impact Report [REP1A-002].

Document Name	Submitted Document Reference	Revision and New Reference	Change	Reason for Change
Environmental Management Plan			Security arrangements for access tracks.	To align the approach with the Cottam Solar Project.
WB7.18 Information to Support a Habitats Regulations Assessment	[APP-327]	Revision A [EX3/WB7.18_A]	Update to include additional text on reinstatement of soils and the updated iHRA in relation to Ramsar Designations.	In response to comments from discussion with Natural England and to align with commitments made for Cottam Solar Project.
WB8.1.8 Schedule of Changes	TBC	Revision B [EX3/WB8.1.8_B]	n/a	n/a

3 Schedule of Changes to the Draft Development Consent Order

Table 3.1: Schedule of Changes Made to the Draft Development Consent Order

Location	Request	Rationale	Summary of Change	Relevant doc version
Article 2(1) - Definitions	Applicant; Planning Inspectorate (PINS)	<p>Corrections.</p> <p>Additional definitions of 'definitive map and statement', 'public right of way' added to reflect changes made to the Cottam Solar Project Order.</p> <p>The definition of 'Tillbridge Solar Project Order' relates to this project sharing the cable corridor in the vicinity of the River Trent.</p> <p>Amendments to 'Order land' implement section 51 advice from PINS.</p>	<p><u>"definitive map and statement" has the same meaning as in Part III of the Wildlife and Countryside Act 1981;</u></p> <p>[...]</p> <p>"Order land" means the land which is required for, or is required to facilitate, or is incidental to, or is affected by the authorised development shown on the land plans and described in the book of reference;</p> <p>[...]</p> <p>"outline soils management plan" means the document of that name identified in the table at Schedule 14 (documents and plans to be certified) and which is certified by the Secretary of State as the outline soils management plan for the purposes of this Order;</p> <p>[...]</p> <p><u>"public right of way" includes any public right of way that is added to the definitive maps and statement after the making of the Order;</u></p> <p>[...]</p> <p><u>"Tillbridge Solar Project Order" means a development consent order granted by the Secretary of State following an application by Tillbridge Solar Limited for the Tillbridge Solar Project;</u></p> <p>[...]</p> <p>"works plan" means the plans of that name identified in the table at Schedule 14 (documents and plans to be certified) and which are certified by the Secretary of State as the works plan for the purposes of this Order; <u>and</u></p> <p>[...]</p> <p>(4) References in this Order to numbered works are references to the works comprising the authorised development as numbered in Schedule 1 (authorised development) and shown on the works plans and a reference in this Order to a work designated by a number, or by a combination of letters and numbers, is a reference to the work so designated in that Schedule and a reference to "Work No. 1" or "numbered work 1" means numbered works 1A, 1B, 1C and 1D <u>1C</u> inclusive and the same principle applies to such numbered works that contain letters.</p> <p>[...]</p>	A
Article 6(1)(h) and (i) – Application and modification of statutory provisions	Environment Agency and Canal & River Trust	<p>Clarification that the disapplication of the Environmental Permitting Regulations is in respect of flood risk activity only as agreed with the Environment Agency.</p> <p>Clarification that the disapplication of local legislation does not affect the ability of the Canal & River Trust to operate and maintain the river Trent as a navigable river as agreed with the Canal & River Trust.</p>	<p>(h) regulation 12 (requirement for environmental permit) of the Environmental Permitting (England and Wales) Regulations 2016 <u>in respect of a flood risk activity only;</u></p> <p>(i) the legislation listed in Schedule 3 (legislation to be disappplied) in so far as the provisions still in force are incompatible with the powers contained within this Order <u>and do not impact on the operation or maintenance of the river Trent as a navigable river;</u> and</p>	A
Article 9(4)	Local authorities	Amended at the request of local authorities to be clear that consent may be in a form reasonably required by them.	(4) The powers conferred by paragraph (2) may not be exercised without the consent of the street authority, <u>such consent to be in a form reasonably required by the street authority.</u>	A

<p>Article 11 – Temporary prohibition or restriction of use of streets and public rights of way</p>	<p>Applicant</p>	<p>Amendments reflect changes made to the Cottam Solar Project Order. The amendments avoid using the term ‘stopping up’ in respect of temporary prohibitions and restrictions, to avoid confusion with the permanent nature of stopping up under highways law. These changes were requested by the Examining Authority on Cottam.</p>	<p>Temporary stopping up <u>prohibition or restriction of use</u> of streets and public rights of way</p> <p>11.—(1) The undertaker, during and for the purposes of constructing or maintaining the authorised development, may temporarily stop up, prohibit the use of, restrict the use of, authorise the use of, alter or divert any street or public right of way and may for any reasonable time—</p> <p>(a) divert the traffic or a class of traffic from the street or public right of way;</p> <p>(b) authorise the use of motor vehicles on classes of public rights of way where, notwithstanding the provisions of this article, there is otherwise no public right to use motor vehicles; and</p> <p>(c) subject to paragraph (2), prevent all persons from passing along the street or public right of way.</p> <p>(2) The undertaker must provide reasonable access for pedestrians going to or from premises abutting a street or public right of way affected by the temporary stopping up, prohibition, restriction, alteration or diversion of a street or public right of way under this article if there would otherwise be no such access.</p> <p>(3) Without prejudice to the generality of paragraph (1), the undertaker may temporarily stop up, prohibit the use of, authorise the use of, restrict the use of, alter or divert—</p> <p>(a) the streets specified in column 2 of the table in Part 1 (<u>temporary prohibition or restriction of the use of</u> streets to be temporarily stopped up) of Schedule 6 (streets and public rights of way) to the extent specified in column 3 of that table;</p> <p>(b) the public rights of way specified in column 2 of the table in Part 2 (<u>temporary prohibition or restriction of</u> public rights of way to be temporarily stopped up and diverted with diversion) of Schedule 6 (streets and public rights of way) to the extent specified in column 3 of that table; and</p> <p>(c) the public rights of way specified in column 2 of the table in Part 3 (<u>temporary prohibition or restriction of</u> public rights of way to be temporarily stopped up) of Schedule 6 (streets and public rights of way) to the extent specified in column 3 of that table; and</p> <p>(4) The undertaker must not temporarily stop up, prohibit the use of, authorise the use of, restrict the use of, alter or divert—</p> <p>(a) any street or public right of way specified in paragraph (3) without first consulting the street authority; and</p> <p>(b) any other street or public right of way without the consent of the street authority, and the street authority may attach reasonable conditions to any such consent.</p> <p>(5) Any person who suffers loss by the suspension of any street or private right of way under this article is entitled to compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.</p> <p>(6) Without prejudice to the scope of paragraph (1), the undertaker may use any street or public right of way <u>the use of</u> which has been temporarily stopped up prohibited, restricted, altered or diverted under the powers conferred by this article and within the Order limits as a temporary working site.</p> <p>(7) In this article expressions used both in this article and in the 1984 Act have the same meaning as in that Act.</p>	<p>A</p>
<p>Article 14(b) – Agreements with street authorities</p>	<p>Applicant</p>	<p>Removal of ‘stopping up’ of streets reflects that there is no power to permanently stop up streets included in the draft Order (only temporary prohibitions and restrictions).</p>	<p>(b) any stopping up, prohibition, restriction, alteration or diversion of a street authorised by this Order;</p>	<p>A</p>
<p>Article 20(1)(b)</p>	<p>Applicant</p>	<p>Amendment of article 20 for clarity. This drafting has precedent in the Drax Power (Generating Stations) Order 2019.</p>	<p>20.—(1) The undertaker may—</p> <p>(a) acquire compulsorily so much of the Order land as is required for the authorised development or to facilitate, or as is incidental, to it; and</p> <p>(b) use any land so acquired for the purpose authorised by this Order or for any other purposes in connection with or ancillary to the <u>undertaking authorised development</u>.</p> <p>(2) This article is subject to paragraph (2) of article 22 (compulsory acquisition of rights) and article 29 (temporary use of land for constructing the authorised development).</p>	<p>A</p>
<p>Article 23 – Private rights</p>	<p>Applicant</p>	<p>Amendments to ensure consistency between paragraphs (1) and (2). Drafting removed to be consistent with recently made DCOs.</p>	<p>23.—(1) Subject to the provisions of this article, all private rights and restrictive covenants over land subject to compulsory acquisition under this Order are extinguished—</p> <p>(a) from the date of acquisition of the land, or of the right, or of the benefit of the restrictive covenant by the undertaker, whether compulsorily or by agreement <u>or through the grant of a lease of the land by agreement; or</u></p> <p>(b) on the date of entry on the land by the undertaker under section 11(1) (power of entry) of the 1965 Act; or</p> <p>(c) on commencement of any activity authorised by this Order which interferes with or breaches those rights, whichever is the earliest.</p> <p>(2) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to the compulsory acquisition of rights or the imposition of restrictive covenants under</p>	<p>A</p>

			<p>article 22 (compulsory acquisition of rights) cease to have effect in so far as their continuance would be inconsistent with the exercise of the right or compliance with the restrictive covenant—</p> <p>(a) as from the date of the acquisition of the right or imposition of the restrictive covenant by the undertaker (whether the right is acquired compulsorily, by agreement or through the grant of a lease of the land by agreement); or</p> <p>(b) on the date of entry on the land by the undertaker under section 11(1) (power of entry) of the 1965 Act in pursuance of the right; or</p> <p>(c) on commencement of any activity authorised by the Order which interferes with or breaches those rights, whichever is the earliest.</p>	
Article 35(3)(b) – Consent to transfer the benefit of the Order	Applicant	Correction and addition of the undertaker of the Tillbridge Solar Project as a party that the powers under the Order may be transferred to, in respect of the shared cable corridor. All parties seeking to share the cable corridor below the River Trent are now listed.	<p>(b) in respect of Work No. 5B, the transferee or lessee is the undertaker as defined in the Cottam Solar Project Park Order, the Gate Burton Energy Park Order, <u>or the Tillbridge Solar Project Order</u>;</p>	A
Article 38(4) – Felling or lopping of trees and removal of hedgerows	Applicant	Amendments made to address concerns that all hedgerows listed in Schedule 13 could be removed.	<p>(4) The undertaker may, for the purposes of the authorised development or in connection with the authorised development and subject to paragraph (2) remove <u>part of</u> the hedgerows specified in column 2 of the table in Part 1, column 2 of the table in Part 2 and column 2 of the table in Part 3 of Schedule 13 (hedgerows to be removed) <u>to the extent set out in the landscape and ecological management plan approved pursuant to requirement 7 in Schedule 2 (requirements)</u>.</p> <p>(1)</p>	A
Article 40 – Certification of plans and documents, etc.	Applicant	Amendments to ensure that where revised or supplementary parts to the certified documents are submitted into Examination, the final documents to be certified include the revised or supplemented part or document. This drafting reflects the Cottam Solar Project Order and the approach was requested by the ExA for that Examination.	<p>40.—(1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of all documents and plans listed in the table at <u>Part 1 of</u> Schedule 14 (documents and plans to be certified) for certification that they are true copies of the documents referred to in this Order.</p> <p><u>(2) Before submitting the documents and plans in accordance with paragraph (1), the undertaker must substitute or supplement, as the case may be, the documents listed in column 1 of the table at Part 2 of Schedule 14 with the documents listed in column 2 of that table.</u></p> <p>(3) (+) A plan or document so certified is admissible in any proceedings as evidence of the contents of the document of which it is a copy.</p>	A
Article 42 – Arbitration	Applicant	Amended to be consistent with the Cottam Solar Project Order. This change was requested by the ExA for that Examination.	<p>(2) Any matter for which the consent or approval of the Secretary of State <u>or the Marine Management Organisation</u> is required under any provision of this Order is not subject to arbitration.</p>	A
Article 46 – Procedure in relation to certain approvals etc.	Applicant	Correction to align the timescales in article 46 with	<p>(4) Save for applications made pursuant to Schedule 17 (procedure for discharge of requirements) and where stated to the contrary if, within six <u>ten</u> weeks (or such longer period as may be agreed between the undertaker and the relevant consenting authority in writing) after the application or request has been submitted to a consenting authority it has not notified the undertaker of its disapproval and the grounds of disapproval, it is deemed to have approved the application or request.</p>	A

		paragraph 2(3) of Schedule 17.		
Article 49 – Crown rights	The Crown Estate	Amendments as requested by the Crown Estate.	<p>49.—(1) Nothing in this Order affects prejudicially any estate, right, power, privilege, authority or exemption of the Crown and in particular, nothing in this Order authorises the undertaker or any transferee, lessee or licensee to take, use, enter upon or in any manner interfere with any land or rights of any description— <u>description (including any portion of the shore or bed of the sea or any river, channel, creek, bay or estuary)—</u></p> <p>[...]</p>	A
Schedule 1 – Authorised Development	Applicant	<p>Correction and additional wording intended to provide clarity and be consistent with the description of works ‘comprising all or any’ of the works.</p> <p>Expansion of the scope of laydown areas to include decommissioning consistently within this Schedule. This amendment reflects that the laydown areas may be required in order to decommission the authorised development, the environmental impacts having been assessed within the Environmental Statement.</p>	<p>The nationally significant infrastructure project comprises up to three four generating stations with a gross electrical output capacity of over 50 megawatts comprising all or any of the work numbers in this Schedule or any part of any work number in this Schedule—</p> <p>[...]</p> <p>[Wording added to Work Nos. 5A, 5B, 6A, 6B and 6C]</p>	A
Schedule 2 – Requirements	Applicant	<p>Various amendments to Requirements to reflect changes agreed with the relevant planning authorities on the Gate Burton DCO, in order to ensure the Lincolnshire DCOs are consistent with each other.</p> <p>Requirement 3 has been redrafted to increase clarity and to be consistent with the Cottam Solar Project Order, however the effect remains unchanged.</p> <p>Requirement 5(4) has been added to incorporate the commitment to</p>	<p>Interpretation</p> <p>1. In this Schedule—</p> <p>“relevant planning authorities” means West Lindsey District Council and Bassetlaw District Council, as applicable. authority” means—</p> <p>(a) <u>Lincolnshire County Council for the purposes of—</u></p> <p>)<u>Requirement 6 (battery safety management);</u></p> <p>)<u>Requirement 11 (surface and foul water drainage);</u></p> <p>)<u>Requirement 15 (construction traffic management plan);</u></p> <p>)<u>Requirement 18 (public rights of way);</u></p> <p>)<u>Requirement 19 (soils management); and</u></p> <p>(b) <u>West Lindsey District Council and Bassetlaw District Council for the purposes of—</u></p> <p>)<u>Requirement 3 (approved details and amendments to them);</u></p> <p>)<u>Requirement 4 (community liaison group);</u></p> <p>)<u>Requirement 5 (detailed design approval);</u></p> <p>)<u>Requirement 7 (landscape and ecological management plan);</u></p> <p>)<u>Requirement 8 (ecological protection and mitigation strategy);</u></p> <p>)<u>Requirement 9 (biodiversity net gain);</u></p> <p>)<u>Requirement 10 (fencing and other means of enclosure);</u></p> <p>)<u>Requirement 13 (construction environmental management plan);</u></p> <p>)<u>Requirement 14 (operational environmental management plan);</u></p> <p>)<u>Requirement 16 (operational noise);</u></p> <p>)<u>Requirement 20 (skills, supply chain and employment);</u></p> <p>)<u>Requirement 21 (decommissioning and restoration);</u></p> <p><u>and “relevant planning authorities” and “relevant planning authority” means Lincolnshire County Council, West Lindsey District Council and Bassetlaw District Council, as applicable.</u></p>	A

		<p>HDD 5m under the River Trent, as agreed with the Canal & River Trust.</p> <p>Requirement 21 has been amended to address concerns raised regarding the authorised development being in situ in perpetuity. The decommissioning of the authorised development must take place within 60 years of the date of final commissioning.</p>	<p>Commencement of the authorised development</p> <p>2. The authorised development must not be commenced after the expiration of five years from the date this Order comes into force.</p> <p>Approved details and amendments to them</p> <p>3.—3. With respect to the documents certified under article 40 (certification of plans and documents, etc) and any plans, details or schemes which have been approved pursuant to any requirement (together the “Approved Documents, Plans, Details or Schemes”), the undertaker may submit —(1) <u>The undertaker may submit any amendments to any Approved Document</u> to the relevant planning authority or relevant planning authorities (as applicable); for approval any amendments to any of the Approved Documents, Plans, Details or Schemes and, following approval by the relevant planning authority or both relevant planning authorities (as applicable), the relevant Approved Documents, Plans Details or Schemes is to be taken to include the amendments as so approved pursuant to <u>under</u> this paragraph.</p> <p>(2) Approval under sub-paragraph (1) for the amendments to any of the Approved Documents, Plans, Details or Schemes Document must not be given except where it has been demonstrated to the satisfaction of the relevant planning authority or the relevant planning authorities (as applicable) that the subject matter of the approval sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.</p> <p>(3) <u>In this paragraph, “Approved Document” means any document certified under article 40 (certification of plans and documents, etc) and any plans, details or schemes which have been approved pursuant to any requirement.</u></p> <p>Community liaison group</p> <p>4.—(1) Prior to the commencement of the authorised development the undertaker must submit to the relevant planning authorities for approval the terms of reference for a community liaison group whose aim is to facilitate liaison between representatives of people living in the vicinity of the Order limits and other relevant organisations in relation to the construction of the authorised development.</p> <p>(2) The community liaison group must be established prior to commencement of the authorised development and must be administered by the undertaker and operated in accordance with the approved terms of reference.</p> <p>(3) The community liaison group is to continue to meet until the date of final commissioning of the authorised development unless otherwise agreed with the relevant planning authorities.</p> <p>Detailed design approval</p> <p>5.—(1) No part of Work Nos. 1, 2 or 3 may commence until details of—</p> <ul style="list-style-type: none"> (a) the layout; (b) scale; (c) proposed finished ground levels; (d) external appearance; (e) hard surfacing materials; (f) vehicular and pedestrian access, parking and circulation areas; <u>and</u> (g) <u>refuse or other storage units, signs and lighting.</u> <p>relating to that part have been submitted and approved <u>in writing</u> by the relevant planning authority for that part <u>or, where the part falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities.</u></p> <p>(2) The details submitted must accord with the concept design parameters and principles.</p> <p>(3) The authorised development must be carried out in accordance with the approved details.</p> <p>(4) <u>Work No. 5 must be carried out in accordance with the concept design parameters and principles.</u></p> <p>Battery safety management</p> <p>6.—(1) Work No. 2 must not commence until a battery storage safety management plan has been submitted to and approved by the relevant planning authority.</p> <p>(2) The battery storage safety management plan must be substantially in accordance with the outline battery storage safety management plan.</p> <p>(3) The relevant planning authority must consult with the Health and Safety Executive <u>West Lindsey District Council</u>, Lincolnshire Fire and Rescue, Nottinghamshire Fire and Rescue Service and the Environment Agency before determining an application for approval of the battery storage safety management plan.</p> <p>(4) The battery <u>storage</u> safety management plan must be implemented as approved.</p> <p>Landscape and ecological management plan</p> <p>7.—(1) No part of the authorised development may commence until a written landscape and ecological mitigation management plan has been submitted to and approved by the relevant planning authority for that part or, where the part falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities, <u>in consultation with the Environment Agency.</u></p> <p>(2) The landscape and ecological mitigation management plan must be substantially in accordance with the outline landscape and ecological mitigation management plan.</p> <p>(3) The landscape and ecological mitigation management plan must be implemented as approved.</p> <p>(4) <u>For the purposes of sub-paragraph (1), “commence” includes part (h) (site clearance (including vegetation removal, demolition of existing buildings and structures)) of permitted preliminary works.</u></p>	
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The authorised development must be implemented in accordance with the written scheme of investigation.</p> <p>Construction environmental management plan</p> <p>13.—(1) No part of the authorised development may commence until a construction environmental management plan for that part has been submitted to and approved by the relevant planning authority or, where the part falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities, in consultation with the relevant highway authority and the Environment Agency.</p> <p>(2) The construction environmental management plan must be substantially in accordance with the outline construction environmental management plan.</p> <p>(3) All construction works associated with the authorised development must be carried out in accordance with the approved construction environmental management plan.</p> <p>Operational environmental management plan</p> <p>14.—(1) Prior to the date of final commissioning for any part of the authorised development, an operational environmental management plan for that part must be submitted to and approved by the relevant planning authority or, where the part falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities, in consultation with the relevant highway authority, the relevant waste authority and the Environment Agency.</p>	
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Within 12 months of the date that <u>Unless otherwise agreed with the relevant planning authority, no later than 12 months prior to the date</u> the undertaker decides <u>intends</u> to decommission any part of the authorised development, the undertaker must submit to the relevant planning</p>
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Schedule 6 – Streets and Public Rights of Way	Applicant	Correction and consequential amendments to avoid the use of the term ‘temporary stopping up’.	<p>[All references to ‘streets to be stopped up plan’ amended to ‘streets plan’]</p> <p style="text-align: center;">PART 1</p> <p style="text-align: center;"><u>TEMPORARY PROHIBITION OR RESTRICTION OF THE USE OF STREETS TO BE TEMPORARILY STOPPED UP</u></p> <p>[...]</p> <p style="text-align: center;">PART 2</p> <p style="text-align: center;"><u>TEMPORARY PROHIBITION OR RESTRICTION OF PUBLIC RIGHTS OF WAY TO BE TEMPORARILY STOPPED UP AND DIVERTED WITH DIVERSION</u></p> <p>[...]</p> <p style="text-align: center;">PART 3</p> <p style="text-align: center;"><u>TEMPORARY PROHIBITION OR RESTRICTION OF PUBLIC RIGHTS OF WAY TO BE TEMPORARILY STOPPED UP</u></p>	A
Schedule 7 – Access to Works	Applicant	Correction. Access AC104 has been removed to reflect its removal from the updated Access Plan provided at Deadline 1.	[All instances of “access to works plan” changed to “access plan”]	A
Schedule 9 – Deemed Marine Licence Under the 2009 Act – Part 1 – Licensed Marine Activities	Applicant	Corrections.	<p>3. [...]</p> <p>(2) Such activities are authorised in relation to Work No. 6B—5B— works to lay electrical cables, accesses, and temporary construction laydown areas for the electrical cables including—</p> <p>(a) high voltage electrical cables connecting Work No. 4A—3C to Work No. 54;</p> <p>[...]</p> <p>12. [...]</p> <p>(4) ensure that any coatings and any treatments are suitable for use in the marine environment and are used in accordance with either guidelines approved by the Health and Safety Executive of or the Environment Agency;</p>	A
Schedule 13 – hedgerows to be Removed	Applicant	Clarification to address concerns raised about the extent of the powers and to be consistent with the amendments to Article 38.	[All instances of “Removal of approximately” have been changed to “Removal of <u>part of</u> approximately”]	A
Schedule 14 – Documents and	Applicant	Clarification and update.	[Not reproduced. The Schedule has been split into two parts. Part 1 contains the schedule of documents to be certified. Part 2 contains a list of substitute and supplementary documents to be incorporated into the documents to be certified before these are presented to the Secretary of State in accordance with article 40.]	A

Plans to be Certified				
Schedule 16 – Protective Provisions – Part 1 – For the protection of electricity, gas, water and sewerage undertakers	Applicant	Clarification that, where specific protective provisions are provided, these will take precedent over the generic provisions in Part 1.	1. For the protection of the utility undertakers referred to in this Part of this Schedule (<u>save for any utility undertakers which are specifically protected by any other Part of this Schedule, which shall take precedence</u>), the following provisions have effect, unless otherwise agreed in writing between the undertaker and the utility undertakers concerned.	A
Schedule 16 – Protective Provisions – Part 4 – For the Protection of National Grid Electricity Distribution (East Midlands) PLC as Electricity Undertaker	Applicant and NGED	Revised protective provisions reflecting ongoing negotiations with NGED.	[Due to the extent of the amendments, these have not been reproduced here. Please refer to the tracked changes version of the draft DCO, provided at Deadline 1.]	A
Schedule 16 – Protective Provisions – Part 5 – For the Protection of Northern Powergrid	Applicant and Northern Powergrid	Revised protective provisions reflecting ongoing negotiations with Northern Powergrid.	[Due to the extent of the amendments, these have not been reproduced here. Please refer to the tracked changes version of the draft DCO, provided at Deadline 1.]	A
Schedule 16 – Protective Provisions – Part 7 – For the protection of Anglian Water Services Limited	Applicant and Anglian Water	Revisions to the protective provisions reflect ongoing negotiations with Anglian Water.	[Due to the extent of the amendments, these have not been reproduced here. Please refer to the tracked changes version of the draft DCO, provided at Deadline 1.]	A
Schedule 16 – Protective Provisions – Part 8 – For the protection of Internal Drainage Boards	Scunthorpe and Gainsborough Internal Drainage Board (SGIDB)	Correction to include SGIDB within the definition of the Board.	“the Board” means <u>Scunthorpe and Gainsborough Internal Drainage Board</u> Upper Witham Internal Drainage Board or Trent Valley Internal Drainage Board (as applicable);	A
Schedule 16 – Protective Provisions – Part 9 – For the protection of the Environment Agency	Applicant and the Environment Agency (EA)	Amendments made at the request of the EA during ongoing negotiations.	[Due to the extent of the amendments, these have not been reproduced here. Please refer to the tracked changes version of the draft DCO, provided at Deadline 1.]	A
Schedule 16 – Protective Provisions – Part 13 – For the protection of the Canal & River Trust	Canal & River Trust	Protective provisions added at the request of the Canal & River Trust	[Protective Provisions not reproduced here; this is a wholly new Part of Schedule 16]	A
Schedule 16 – Protective Provisions – Part 14 – For the protection of Uniper UK Limited	Uniper UK Limited	Protective provisions are currently being negotiated. The Applicant has agreed to provide protective provisions and a	[Not reproduced]	A

		Part has been added to the draft DCO. The drafting of the protective provisions continues to be negotiated and will be added to the draft DCO at a later revision once these are close to an agreed form.		
Schedule 16 – Protective Provisions – Part 13 – For the protection of Exolum Pipeline System Limited	Exolum Pipeline System Limited	Protective provisions are currently being negotiated. The Applicant has agreed to provide protective provisions and a Part has been added to the draft DCO. The drafting of the protective provisions continues to be negotiated and will be added to the draft DCO at a later revision once these are close to an agreed form.	[Not reproduced]	A
Schedule 17 – Procedure for Discharge of Requirements	Applicant	Amendments made to this Schedule reflect the updated drafting on the Gate Burton and Cottam draft DCOs. This has been adopted in order to ensure the Lincolnshire DCOs are consistent with each other.	<p>Interpretation</p> <p>1. In this Schedule—</p> <p>“requirement consultee” means any body or authority named in a requirement as a body to be consulted by the relevant planning authority in discharging that requirement;and</p> <p>“start date” means the date of the notification given by the Secretary of State under paragraph 4(2)(b); and</p> <p><u>“working day” means any day other than a Saturday, Sunday or English bank or public holiday.</u></p> <p>Applications made under requirement</p> <p>2.—(1) Where an application has been made to the relevant planning authority for any consent, agreement or approval required by a requirement the relevant planning authority must give notice to the undertaker of its decision on the application within a period of six weeks beginning with the later of— <u>the undertaker will also submit a copy of that application to any requirement consultee.</u></p> <p>(2) <u>Subject to sub-paragraph (3), where an application has been made to the relevant planning authority for any consent, agreement or approval required by a requirement the relevant planning authority must give notice to the undertaker of its decision on the application within a period of ten weeks beginning with the later of—</u></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 paragraph 3; or</p> <p>(c) such longer period that is agreed in writing by the undertaker and the relevant planning authority.</p> <p>(3) <u>Where an application has been made to the relevant planning authority any consent, agreement or approval required by requirement 5, the relevant planning authority must give notice to the undertaker of its decision on the application within a period of ten weeks beginning with the later of—</u></p> <p>(a) <u>the day immediately following that on which the application is received by the authority;</u></p> <p>(b) <u>the day immediately following that on which further information has been supplied by the undertaker under paragraph 3; or</u></p> <p>(c) <u>such longer period that is agreed in writing by the undertaker and the relevant planning authority.</u></p> <p>(4) (2) Subject to paragraph 4, in the event that the relevant planning authority does not determine an application within the period set out in sub-paragraph (2) <u>(2) and (3)</u>, the relevant planning authority is</p>	A

		<p>to be taken to have granted all parts of the application (without any condition or qualification) at the end of that period.</p> <p>(5) (3) Any application made to the relevant planning authority pursuant to sub-paragraph (4)(2) and (3) must include a statement to confirm whether it is likely that the subject matter of the application will give rise to any materially new or materially different environmental effects compared to those in the environmental statement and if it will then it must be accompanied by information setting out what those effects are.</p> <p>(6) (4) Where an application has been made to the relevant planning authority for any consent, agreement or approval required by a requirement included in this Order and the relevant planning authority does not determine the application within the period set out in sub-paragraph (4)(2) or (3) and is accompanied by a report pursuant to sub-paragraph (3) which states that the subject matter of such application is likely to give rise to any materially new or materially different environmental effects compared to those in the environmental statement then the application is to be taken to have been refused by the relevant planning authority at the end of that period.</p> <p>Further information and consultation</p> <p>3.—(1) In relation to any application to which this Schedule applies, the relevant planning authority may request such reasonable further information from the undertaker as is necessary to enable it to consider the application.</p> <p>(2) In the event that the relevant planning authority considers such further information to be necessary and the provision governing or requiring the application does not specify that consultation with a requirement consultee is required, the relevant planning authority must, within 10-20 working days of receipt of the application, notify the undertaker in writing specifying the further information required.</p> <p>(3) If the provision governing or requiring the application specifies that consultation with a requirement consultee is required, the relevant planning authority must issue the consultation to the requirement consultee within five-10 working days of receipt of the application, and must notify the undertaker in writing specifying any further information the relevant planning authority considers necessary or that is requested by the requirement consultee within five-10 working days of receipt of such a request and in any event within 15-20 working days of receipt of the application (or such other period as is agreed in writing between the undertaker and the relevant planning authority).</p> <p>(4) In the event that the relevant planning authority does not give notification as specified in sub-paragraph (2) or (3) it is deemed to have sufficient information to consider the application and is not thereafter entitled to request further information without the prior agreement of the undertaker.</p> <p>(5) Where further information is requested under this paragraph in relation to part only of an application, that part is to be treated as separate from the remainder of the application for the purposes of calculating time periods in paragraph 2 and paragraph 3.</p> <p>Appeals</p> <p>4.—(1) The undertaker may appeal in the event that—</p> <p>(a) the relevant planning authority refuses an application for any consent, agreement or approval required by a requirement included in this Order or grants it subject to conditions;</p> <p>(b) the relevant planning authority is deemed to have refused an application pursuant to paragraph 2(4) 2(6);</p> <p>(c) on receipt of a request for further information pursuant to paragraph 3 the undertaker considers that either the whole or part of the specified information requested by the relevant planning authority is not necessary for consideration of the application; or</p> <p>(d) on receipt of any further information requested, the relevant planning authority notifies the undertaker that the information provided is inadequate and requests additional information which the undertaker considers is not necessary for consideration of the application.</p> <p>(2) The steps to be followed in the appeal process are as follows—</p> <p>(a) the undertaker must submit the appeal documentation to the Secretary of State and must on the same day provide copies of the appeal documentation to the relevant planning authority and any requirement consultee;</p> <p>(b) the Secretary of State must appoint a person to determine the appeal as soon as reasonably practicable and must forthwith, <u>as soon as is reasonably practicable</u>, notify the appeal parties of the identity of the appointed person and the address to which all correspondence for the appointed person's attention should be sent;</p> <p>(c) the relevant planning authority and any requirement consultee must submit written representations to the appointed person in respect of the appeal within 10-20 working days of the start date and must ensure that copies of their written representations are sent to each other and to the undertaker on the day on which they are submitted to the appointed person;</p> <p>(d) the undertaker may make any counter-submissions to the appointed person within 10-20 working days of receipt of written representations pursuant to sub-paragraph (c);</p> <p>(e) the appointed person must make their decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable and in any event within 30 working days of the deadline for the receipt of counter-submissions pursuant to sub-paragraph (d); and</p> <p>(f) the appointment of the person pursuant to sub-paragraph (b) may be undertaken by a person appointed by the Secretary of State for this purpose instead of by the Secretary of State.</p> <p>(3) In the event that the appointed person considers that further information is necessary to enable the appointed person to consider the appeal they must, within five working days of the appointed person's appointment, notify the appeal parties in writing specifying the further information required.</p> <p>(4) Any further information required pursuant to sub-paragraph (3) must be provided by the relevant party to the appointed person and the other appeal parties on the date specified by the appointed person (the "specified date"), and the appointed person must notify the appeal parties of the revised timetable for the appeal on or before that day. The revised timetable for the appeal must require submission of</p>
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Preamble	Applicant	Correction	The Secretary of State, in exercise of the powers conferred by sections 114(g), 115(h), 120(i), 122(j), <u>and</u> 123(k) of the 2008 Act, makes the following Order—	B
Article 2(1)	Applicant	Correction	“National Grid” means National Grid Electricity Transmission plc (company number 2366977) whose registered office is at 1-3 Strand, London, WC2N 5EH or any successor as a licence holder within the meaning of Part 1 op <u>of</u> the 1989 Act;	B
Article 2(1)	Tillbridge Solar Limited	Amendments requested by the promotor of the Tillbridge Solar Project	“Tillbridge Solar Project Order” means a development consent order granted by the Secretary of State following an application by Tillbridge Solar Project Limited for the <u>the examination of the project known as Tillbridge Solar Project and given the reference number EN010142 by the Planning Inspectorate;</u>	B
Schedule 1 – Work No. 2	Applicant and Lincolnshire Fire and Rescue	Detail of fire suppression added to the description of the battery energy storage work following further discussions with Lincolnshire Fire and Rescue	Work No. 2 — an energy storage facility comprising— (a) battery energy storage cells with <u>automatic</u> fire suppression system <u>or dry pipe sprinkler system;</u> [...]	B
Schedule 2 – Requirement 21 – Decommissioning and restoration	Applicant	Correction; amendment to clarify that the decommissioning plan is to be provided at least 10 weeks before the date of	Decommissioning and restoration 21.— (1) The date of decommissioning must be no later than 60 years following the date of final decommissioning <u>commissioning</u> . (2) Unless otherwise agreed with the relevant planning authority, no later than 12 months prior to the date the undertaker intends to decommission any part of the authorised development, the undertaker must notify the relevant planning authority of the intended date of decommissioning for that part of the authorised development.	B

		decommissioning. The 10 week timeframe matches the timescale for the discharge of requirements in Schedule 17.	(3) Unless otherwise agreed with the relevant planning authority, within 12 months <u>no later than ten weeks prior</u> to the intended date of decommissioning of any part of the authorised development notified pursuant to sub-paragraph (2), the undertaker must submit to the relevant planning authority for that part a decommissioning plan for approval.	
Schedule 14 – Documents and Plans to be Certified – Parts 1 and 2	Applicant	Amendments to reflect documents updated at Deadline 2; amendments to add PINS Examination Library References.	[Not reproduced]	B
Schedule 16 – Protective Provisions – Part 1	Applicant	Corrections	<p>1. For the protection of the utility undertakers referred to in this Part of this Schedule (save for any utility undertakers which are specifically protected by any other Part of this Schedule, which shall will take precedence), the following provisions have effect, unless otherwise agreed in writing between the undertaker and the utility undertakers concerned.</p> <p>[...]</p> <p>2. [...]</p> <p>(e) any other mains, pipelines or cables that are not the subject of the protective provisions in Parts 2 to 6 <u>17</u> of this Schedule;</p> <p>[...]</p>	B
Schedule 16 – Protective Provisions – Part 3 – Protection of National Grid Electricity Transmission plc	Applicant and National Grid Electricity Transmission Plc (NGET)	Various amendments to the Protective Provisions reflect ongoing negotiations with National Grid.	<p>Application</p> <p>18.—(1) For the protection of National Grid as referred to in this Part of this Schedule the following provisions must have effect, unless otherwise agreed in writing, have effect between the undertaker and National Grid.</p> <p><u>(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Grid, where the benefit of this Order is transferred or granted to another person under article 35 (consent to transfer the benefit of the Order)—</u></p> <p><u>(a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between National Grid and the transferee or grantee (as the case may be); and</u></p> <p><u>(b) written notice of the transfer or grant must be given to National Grid on or before the date of that transfer or grant.</u></p> <p><u>(3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to National Grid (but without prejudice to paragraph 28(3)(b)).</u></p> <p>19.[...]</p> <p>“apparatus” means any electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by National Grid together with any replacement apparatus and such other apparatus constructed pursuant to this the Order that becomes operational apparatus of National Grid for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or must will be lodged or which gives or will give access to apparatus;</p> <p>“authorised development” has the same meaning as in article 2 (interpretation) of this Order (unless otherwise specified) and <u>includes any associated development authorised by the Order and</u> for the purposes of this Part of this Schedule must include <u>includes</u> the use and maintenance of the authorised development works and construction of any works authorised by this Schedule;</p> <p><u>“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;</u></p> <p>[...]</p> <p>“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall is to require the undertaker to submit for National Grid’s approval a ground mitigation scheme;</p> <p>“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;</p> <p>“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;</p> <p>“maintain” and “maintenance” shall include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid including <u>—</u> construct, use, repair, alter, inspect, renew or remove the apparatus;</p> <p>“National Grid” means National Grid Electricity Transmission PLC—Plc (Company No. 2366977<u>366977</u>) whose registered office is at 1-3 Strand, London, WC2N 5EH or any successor as a licence holder within the meaning of Part 1 of the Electricity Act 1989;</p>	B

		<p><u>“NGESO” means as defined in the STC;</u></p> <p>“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed; and</p> <p>“specified works” means any of the authorised development or activities (including onshore site preparation works, monitoring, ground work operations or the receipt and erection of construction plant and equipment) undertaken in association with the authorised development which—</p> <p>(a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 24 or otherwise; <u>or</u></p> <p>(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 24 or otherwise; and/or</p> <p>(c) includes in relation to any electricity apparatus any activity that is <u>any of the activities that are</u> referred to in development near overhead lines EN43-8 and HSE’s guidance note 6 “Avoidance of Danger from Overhead Lines.”;</p> <p><u>“STC” means the System Operator Transmission Owner Code; and</u></p> <p><u>“Transmission Owner” means as defined in the STC.</u></p> <p><u>On street apparatus</u></p> <p>20. Except for paragraphs 21 (apparatus of National Grid in streets subject to temporary prohibition or restriction of use), 26 (retained apparatus: protection of National Grid as electricity undertaker), 27 (expenses) and 28 (indemnity) which must apply in respect of the exercise of all or any powers under this Order affecting the rights and apparatus of National Grid, this Schedule does not apply to apparatus in respect of which the relations between the undertaker and National Grid are regulated by the provisions of Part 3 of the 1991 Act.</p> <p><u>Apparatus of National Grid in streets subject to temporary prohibition or restriction of use and public rights of way</u></p> <p>21.—(1) Where the use of any street or public right of way is prohibited or restricted under article 11 (temporary prohibition or restriction of use of streets and public rights of way), if National Grid has any apparatus in the street or accessed via that street <u>or public right of way</u> National Grid must be entitled to has the same rights in respect of such that apparatus as it enjoyed immediately before the prohibition or restriction of use and the undertaker must grant to National Grid, or must procure the granting to National Grid of, legal easements reasonably satisfactory to National Grid in respect of such apparatus and access to it prior to the prohibition or restriction of use of any such street or highway <u>public right of way</u> but nothing in this paragraph affects any right of the undertaker or National Grid to require the removal of that apparatus under paragraph 24 or the power of the undertaker, subject to compliance with this sub-paragraph, to carry out works under paragraph 26.</p> <p>(2) Notwithstanding the temporary prohibition or restriction of use <u>or diversion of a street Or public right of way</u> under the powers of article 11 (temporary prohibition or restriction of use of streets and public rights of way), National Grid must be is at liberty at all times to take all necessary access across any such street and/or or public right of way and to execute and do all such works and things in, upon or under any such street <u>or public right of way</u> as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the prohibition or restriction of use or diversion was in that street <u>or public right of way</u>.</p> <p><u>Protective works to buildings</u></p> <p>22. The undertaker, in the case of the powers conferred by article 18 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of National Grid which must not <u>be</u> unreasonably be withheld.</p> <p><u>Acquisition of land</u></p> <p>23.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to this Order, the undertaker must not appropriate or acquire or take temporary possession of any land or apparatus or appropriate, acquire, extinguish, interfere with or override any easement, other interest or right and/or apparatus of National Grid otherwise than by agreement (such agreement not to be unreasonably withheld).</p> <p>(2) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised development (or in such other timeframe as may be agreed between National Grid and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of National Grid or affect the provisions of any enactment or agreement regulating the relations between National Grid and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as National Grid reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Grid and the undertaker acting reasonably and which must be no less favourable on the whole to National Grid unless otherwise agreed by National Grid.</p> <p>(3) (+) The undertaker and National Grid agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Grid and/or other enactments relied upon by National Grid as of right or other use in relation to the apparatus, then the provisions in this Schedule shall will prevail.</p> <p>(4) (2) Any agreement or consent granted by National Grid under paragraph 26 or any other paragraph of this Part of this Schedule, shall are not <u>to</u> be taken to constitute agreement under sub-paragraph (1).</p>
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			<p>Removal of apparatus</p> <p>24.—(1) If, in the exercise of the powers conferred by the Order, the undertaker acquires any interest in or possess <u>possesses</u> temporarily any Order land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of National Grid to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Grid in accordance with sub-paragraphs (2) to (5) inclusive.</p> <p>(2) If, for the purpose of executing any works comprised in the authorised development in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to National Grid 56 days' advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), secure any necessary consents for the alternative apparatus and afford to National Grid to its satisfaction (taking into account paragraph 25(1) below) the necessary facilities and rights—</p> <p>(a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and</p> <p>(b) subsequently for the maintenance of that apparatus.</p> <p>(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Grid must <u>may in its sole discretion</u>, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to assist the undertaker to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation shall does <u>not</u> extend to the requirement for National Grid to use its compulsory purchase powers to this end unless it elects to so do so.</p> <p>(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between National Grid and the undertaker.</p> <p>(5) National Grid must, after the alternative apparatus to be provided or constructed has been agreed, and subject to a written diversion agreement having been entered into between the parties and the grant to National Grid of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.</p> <p>Facilities and rights for alternative apparatus</p> <p>25.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for National Grid facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and National Grid and must be no less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Grid.</p> <p>(2) If the facilities and rights to be afforded by the undertaker and agreed with National Grid under sub-paragraph (1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject the matter must <u>may</u> be referred to arbitration under in accordance with paragraph 32 (arbitration) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to National Grid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case. In respect of the appointment of an arbitrator under this sub-paragraph (2), article 42 (arbitration) of this Order must apply.</p> <p>Retained apparatus: Protection of National Grid as Electricity Undertaker</p> <p>26.—(1) Not less than 56 days before the commencement of any specified works, the undertaker must submit to National Grid a plan of the works to be executed and seek from National Grid details of the underground extent of their electricity assets.</p> <p>(2) In relation to works which will or may be situated on, over, under or within—</p> <p>(a) 15 metres measured in any direction of any apparatus, or</p> <p>(b) involve embankment works within 15 metres of any apparatus;</p> <p>(2) <u>In relation to the specified works</u> the plan to be submitted to National Grid under sub-paragraph (1) must include a method statement and describe—</p> <p>[...]</p> <p>(3) In relation to any works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an electricity tower or between any two or more electricity towers, the plan to be submitted under sub-paragraph (1) must in addition to the matters set out in sub-paragraph (2) include a method statement describing—</p> <p>(a) details of any cable trench design including route, dimensions, clearance to pylon foundations;</p> <p>(b) demonstration that pylon foundations will not be affected prior to, during and post construction;</p> <p>(c) details of load bearing capacities of trenches;</p> <p>(d) details of <u>any</u> cable installation methodology including access arrangements, jointing bays and backfill methodology;</p>	
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		<p>[...]</p> <p>(4) The undertaker must not commence any works to which sub-paragraph (1), sub-paragraphs (2) or (3) apply until National Grid has given written approval of the plan so submitted.</p> <p>(5) Any approval of National Grid required under sub-paragraph (1), (2) or (3) (4)</p> <p>(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (6) or (8); and</p> <p>(b) must not be unreasonably withheld.</p> <p>(6) In relation to a any work to which sub-paragraph (1), sub-paragraphs (2) or (3) apply, National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus.</p> <p>(7) Works to which this paragraph applies must only be executed under paragraphs (2) or (3) must be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (2), (3) or (6) as approved or as amended from time to time by agreement between the undertaker and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs 5), (6), (8) and/or (9 or (8) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid will be entitled to watch and inspect the execution of those works.</p> <p>(8) Where National Grid requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Grid's satisfaction prior to the commencement of any specified works for which protective works are required and National Grid must give notice of its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).</p> <p>(9) If National Grid in accordance with sub-paragraphs (6) or (8) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs (1) to (34) and (6) to (78) shall apply as if the removal of the apparatus had been required by the undertaker under paragraph 24(2).</p> <p>(10) Nothing in this paragraph shall preclude <u>precludes</u> the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of any specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan.</p> <p>(11) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid notice as soon as is reasonably practicable and a plan of those works and must—</p> <p>(a) comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances; and</p> <p>(b) comply with sub-paragraph (12) at all times.</p> <p>(12) At all times when carrying out any works authorised under this Order, the undertaker must comply with National Grid's policies for development near overhead lines ENA TA 43-8 EN43-8 and the Health and Safety Executive's guidance note 6 "Avoidance of Danger from Overhead Lines".</p> <p>Expenses</p> <p>27.—(1) Save where otherwise agreed in writing between National Grid and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to National Grid within 30 days of receipt of an itemised invoice or claim from National Grid all charges, costs and expenses reasonably anticipated within the following three months or <u>reasonably or properly</u> incurred by National Grid in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new apparatus or alternative apparatus which may be required in consequence of the execution of any such works as are referred to in this Part of this Schedule including without limitation—</p> <p>[...]</p> <p>(3) If in accordance with the provisions of this Part of this Schedule—</p> <p>(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or</p> <p>(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,</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 settled, is determined by arbitration in accordance with article 42 (arbitration) of this Order to paragraph 32 to <u>not</u> be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Grid by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.</p> <p>[...]</p> <p>Indemnity</p> <p>28.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works (including without limitation works carried out by the undertaker</p>
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and/or</p> <p>(c) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable.</p> <p>(4) National Grid must give the undertaker reasonable notice of any such <u>third party</u> claim or demand and no settlement, admission of liability or compromise or demand must be made, unless payment is required in connection with a statutory compensation scheme without first consulting the undertaker and considering its representations.</p> <p><u>(5) National Grid must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.</u></p> <p><u>(6) National Grid must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands and penalties to which the indemnity under this paragraph applies where it is within National Grid’s reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of National Grid’s control and if reasonably requested to do so must provide an explanation of how the claim has been minimised, where relevant.</u></p> <p>[...]</p> <p>Co-operation</p> <p>30.—(1) Where in consequence of the proposed construction of any part of the authorised development, the undertaker or National Grid requires the removal of apparatus under paragraph 24(2) or National Grid makes requirements for the protection or alteration of apparatus under paragraph 26, National Grid shall <u>the undertaker is to</u> use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of National Grid’s undertaking and National Grid shall <u>is to</u> use its best endeavours to co-operate with the undertaker for that purpose.</p> <p>For the avoidance of doubt whenever National Grid’s consent, agreement or approval to is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by National Grid <u>the undertaker</u>, it must not be unreasonably withheld or delayed.</p> <p>[...]</p> <p>Arbitration</p> <p>32. Save for differences or disputes arising under paragraphs 24(2), 24(4), 25(1) and 26 any <u>Any</u> difference or dispute arising between the undertaker and National Grid under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Grid, be determined by arbitration in accordance with article 42 (arbitration).</p> <p>Notices</p> <p>33. The <u>Notwithstanding article 45 (service of notices), any</u> plans submitted to National Grid by the undertaker pursuant to paragraph 26(1) must be sent to National Grid LSBUD at https://lsbud.co.uk/ or assetprotection@nationalgrid.com or <u>must be submitted using the LSBUD system (https://lsbud.co.uk/) or to</u> such other address as National Grid may from time to time appoint instead for that purpose and notify to the undertaker in writing.</p>	
Schedule 16 – Protective Provisions – Part	Applicant and National Grid Electricity	Various amendments to the Protective	<p><u>Interpretation</u></p> <p>35. In this Part of this Schedule—</p>	B

<p>4 – Protection of National Grid Electricity Distribution (East Midlands) plc</p>	<p>Distribution (East Midlands) Plc (NGED)</p>	<p>Provisions reflect ongoing negotiations with National Grid.</p>	<p>“alternative apparatus” means alternative apparatus adequate to enable NGED to fulfil its statutory functions in a manner not less efficient than previously and where the context requires includes any part of such alternative apparatus;</p> <p>“alternative rights” means all and any necessary legal easements, leases, consents, or permissions required by NGED in order to permit or authorise a diversion and to permit or authorise NGED to lay, keep, operate, maintain, adjust, repair, alter, relay, renew, supplement, inspect, examine, test and remove the alternative apparatus;</p> <p>“apparatus” means electric lines or electrical plant as defined in the 1989 Act, belonging to or maintained by NGED;</p> <p>“diversion” means an alteration to the NGED Network in order to enable or facilitate the authorised development;</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;</p> <p>“plan” or “plans” includes all designs, drawings, specifications, method statements, programmes, calculations, risk assessments and other documents that are reasonably necessary to properly and sufficiently describe and assess the works to be executed;</p> <p>“specified work” means so much of any of the authorised development that is carried out within 6 metres of any apparatus;</p> <p>“NGED” means National Grid Electricity Distribution (East Midlands) plc (company number 02366923) whose registered office is at Avonbank, Feeder Road, Bristol, BS2 0TB; and</p> <p><u>“NGED” means National Grid Electricity Distribution (East Midlands) plc (company number 02366923) whose registered office is at Avonbank, Feeder Road, Bristol, BS2 0TB;</u></p> <p>“NGED Network” means NGED’s distribution network operated pursuant to its distribution licence issued pursuant to section 6 of the 1989 Act;</p> <p><u>“plan” or “plans” includes all designs, drawings, specifications, method statements, programmes, calculations, risk assessments and other documents that are reasonably necessary to properly and sufficiently describe and assess the works to be executed; and</u></p> <p><u>“specified work” means so much of any of the authorised development that is carried out within 6 metres of any apparatus;</u></p> <p>[...]</p> <p>Removal of apparatus</p> <p>38.—(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 apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule and any right of NGED to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, alternative rights acquired or granted for the alternative apparatus and the alternative apparatus is in operation and access to it has been provided if necessary to the reasonable satisfaction of NGED in accordance with sub-paragraphs (2) to (10) or with such alternative or supplementary provisions as the undertaker and NGED may agree between them.</p> <p>(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to NGED written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed.</p> <p>(3) If as a direct consequence of the exercise of any of the powers conferred by this Order NGED reasonably needs to remove or divert any of its apparatus and the removal of that apparatus has not been required by the undertaker under sub-paragraph (2) then NGED must give to the undertaker written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and this Part has effect as if the removal or diversion of such apparatus had been required by the undertaker under sub-paragraph (2).</p> <p>(4) If as a direct consequence of the removal or diversion of apparatus under sub-paragraph (2) or (3) alternative apparatus is to be constructed in land owned or controlled by the undertaker then the undertaker must afford to NGED the necessary facilities and alternative rights and any necessary third party consents or approvals for the construction of alternative apparatus in the other land owned or controlled by the undertaker as reasonably required by NGED.</p> <p>(5) If the undertaker or NGED requires to remove or divert any apparatus placed within the Order land and alternative apparatus is to be constructed in land not owned or controlled by the undertaker as a consequence of the removal or diversion of apparatus then NGED shall use its reasonable endeavours to obtain alternative rights in the land in which the alternative apparatus is to be constructed.</p> <p>(6) If alternative apparatus is to be constructed in land not owned or controlled by the undertaker and NGED is unable to obtain such alternative rights as are mentioned in sub-paragraph (5), the undertaker and NGED shall consider whether there is an alternative engineering solution that can achieve the diversion without the need for the use of compulsory powers. Should such an alternative engineering solution not be practicable and deliverable in a reasonable timescale and at a reasonable cost (which shall be determined by the undertaker acting reasonably), NGED may but shall not be compelled to use the powers of compulsory acquisition set out in this Order or the 1989 Act to obtain the necessary facilities and rights in the land outside the Order limits in which the alternative apparatus is to be constructed in accordance with a timetable agreed between NGED and the undertaker.</p> <p>(7) Any alternative apparatus required pursuant to sub-paragraphs (2) or (3) must be constructed in such manner and in such line or situation as may be agreed between NGED and the undertaker or in default of agreement settled in accordance with paragraph 40<u>43</u>.</p> <p>(8) NGED must, after the alternative apparatus to be provided or constructed has been agreed or settled in accordance with paragraph 43(2) and s<u>s</u> after the acquisition by or grant to NGED of any such facilities and alternative rights as are referred to in sub-paragraphs (2) to (6), proceed without unnecessary delay</p>
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		<p>to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required <u>by the undertaker</u> to be removed under the provisions of this Part of this Schedule.</p> <p>[...]</p> <p>Facilities and rights for alternative apparatus</p> <p>39.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to NGED facilities and alternative rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and alternative rights are to <u>must</u> be granted upon such terms and conditions as may be agreed between the undertaker and NGED or in default of agreement settled in accordance with paragraph 43(2).</p> <p>[...]</p> <p>Retained apparatus</p> <p>40.—(1) Not less than 60 days before the undertaker intends to start the execution of any specified work where the removal of the apparatus in question has not been required under paragraph 38 (removal of apparatus), the undertaker shall submit to NGED a plan of the works to be executed. Any submission must note the time limits imposed on NGED under sub-paragraph (3) below.</p> <p>(2) Subject to sub-paragraph (3) below the undertaker shall not commence any works to which sub-paragraph (1) applies until NGED has identified any reasonable requirements it has for the alteration or protection of the apparatus, or for securing access to it.</p> <p>(3) If by the expiry of 60 days beginning with the date on which a plan under sub-paragraph (1) is submitted NGED has not advised the undertaker in writing of any reasonable requirements for the alteration or protection of the apparatus, or for securing access to it, it shall be deemed not to have any such requirements and the undertaker shall be at liberty to proceed with the works.</p> <p>(4) The works referred to in sub-paragraph (1) must be executed only in accordance with the plan submitted under sub-paragraph (1) and in accordance with any reasonable requirements as may be notified in accordance with sub-paragraph (2) by NGED and NGED shall be entitled to watch and inspect the execution of those works.</p> <p>(5) At all times when carrying out the authorised development the undertaker shall <u>must</u> comply with NGED’s Avoidance of Danger from Electricity Overhead Lines and Underground Cables (2014), the Energy Network Association’s A Guide to the Safe Use of Mechanical Plant in the Vicinity of Electricity Overhead Lines (undated), the Health and Safety Executive’s GS6 Avoiding Danger from Overhead Power Lines, and the Health and Safety Executive’s HSG47 Avoiding Danger from Underground Services (Third Edition) (2014) as the same may be replaced from time to time.</p> <p>(6) If NGED, in accordance with sub-paragraph sub-paragraph (2) and in consequence of the works proposed by the undertaker, reasonably requires the removal or diversion of any apparatus and gives written notice to the undertaker of that requirement, this Part of this Schedule applies as if the removal or diversion of the apparatus had been required by the undertaker under paragraph 38(3) (removal of apparatus).</p> <p>(7) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 60 days before commencing the execution of any works, a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.</p> <p>(8) The undertaker is not required to comply with sub-paragraph sub-paragraph (1) in a case of emergency but in that case it must give to NGED notice as soon as is reasonably practicable and a plan of those works as soon as reasonably practicable subsequently and must comply with any reasonable requirements stipulated by NGED under sub-paragraph (2) and with sub-paragraph sub-paragraphs (4) and (5) in so far as is reasonably practicable in the circumstances. Nothing in this sub-paragraph prevents NGED from exercising its rights under sub-paragraph (6).</p> <p>Expenses, and costs and expert determination</p> <p>41.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to NGED the proper and reasonable expenses incurred by NGED in, or in connection with, the inspection, removal, diversion, alteration or protection of any apparatus, the construction of any alternative apparatus and the acquisition or grant of alternative rights for the alternative apparatus, arising as a result of the powers conferred upon the undertaker pursuant to this Order.</p> <p>(2) The value of any apparatus removed under the provisions of this Part of this Schedule must be deducted from any sum payable under sub-paragraph (1), that value being calculated after removal.</p> <p>(3) If in accordance with the provisions of this Part of this Schedule NGED requires that alternative apparatus of better type, of greater capacity, of greater dimensions or at a greater depth is necessary in substitution for existing apparatus which for NGED’s network requirements is over and above what is necessary as a consequence of and for the purpose of the authorised development, NGED shall reduce the cost of such additional requirements from the amount payable by the undertaker pursuant to sub-paragraph (1).</p> <p>(4) For the purposes of sub-paragraph sub-paragraph (3)—</p> <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 where such extension is required in consequence of the authorised development; and</p> <p>(b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.</p> <p>(5) An amount which apart from this sub-paragraph would be payable to a utility undertaker in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the utility</p>
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			<p>undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.</p> <p>42.—(1) Subject to sub-paragraphs (2) to (4) and (3), if by reason or in consequence of the construction of any specified work or any subsidence resulting from any of those works any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of NGED the undertaker is to—</p> <p>(a) bear and pay the cost reasonably incurred by NGED in making good such damage or restoring the supply; and</p> <p>(b) reimburse NGED for any other expenses, loss, damages, penalty or costs reasonably and properly incurred by NGED, by reason or in consequence of any such damage or interruption.</p> <p>(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of NGED, its officers, servants, contractors or agents.</p> <p>(3) NGED must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker which, if it withholds such consent, is to have <u>has</u> the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.</p> <p>(4) NGED must act reasonably in relation to any claim or demand served under sub-paragraph 41(1) and use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, <u>claims</u>, demands, <u>proceedings</u> and penalties to which a claim <u>claims</u> or demand under sub-paragraph 41(1) applies.</p> <p>(5) NGED’s liability to the undertaker for negligence or breach of contract in respect of each diversion, shall be limited to the value of that diversion and NGED shall not otherwise be liable to the undertaker for any losses or costs incurred by the undertaker resulting from delays to the authorised development as a result of its failure to undertake works to deliver any alternative apparatus.</p> <p>[...]</p>	
<p>Schedule 14 – Protective Provisions – Part 6 – Protection of Cadent Gas Limited</p>	<p>Applicant and Cadent Gas Limited (Cadent)</p>	<p>Various amendments to the Protective Provisions reflect ongoing negotiations with Cadent. The Applicant has received a further mark-up of the Protective Provisions for Cadent and is currently considering these.</p>	<p>[...]</p> <p>62. In this Part of this Schedule—</p> <p>“alternative apparatus” means appropriate alternative apparatus to the reasonable satisfaction of Cadent to enable Cadent to fulfil its statutory functions in a manner no less efficient than previously;</p> <p>“apparatus” means any gas mains, pipes, pressure governors, ventilators, cathodic protections, cables, <u>cables (including transformed rectifiers and any associated groundbeds or cables), cables, marker posts, block valves, hydrogen above ground installations</u> or other apparatus belonging to or maintained by Cadent for the purposes of Cadent’s undertaking together with any replacement apparatus and such other apparatus constructed pursuant to this Order that becomes operational apparatus of Cadent for the purposes of Cadent’s undertaking and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;</p> <p>“authorised works” has the same meaning as given to the term “authorised development” <u>has the same meaning as in article 2 (interpretation) of the Order and includes any associated development authorised by of the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised development works and construction of any works authorised by this Schedule;</u></p> <p>“Cadent” means Cadent Gas Limited and includes its successors in title or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986;</p> <p>“Cadent’s undertaking” means the rights, duties and obligations of Cadent Gas Limited as a public gas transporter within the meaning of Section 7 of the Gas Act 1986 (as amended by the Gas Act 1995);</p> <p>“commence” and “commencement” has the same meaning as given in article 2(1) (interpretation) and for the purpose of this Part of this Schedule only includes any below ground surveys, monitoring, work operations, remedial work in respect of any contamination or other adverse ground condition, the receipt and erection of construction plant and equipment, and non-intrusive investigations for the purpose of assessing ground conditions;</p> <p><u>“commence” has the same meaning as is given in article 2 of this Order and “commencement” will be construed to have the same meaning save that for the purposes of this Part of this Schedule only the terms “commence” and “commencement” include operations for the purposes of intrusive archaeological structures within 15 metres in any direction of Cadent’s apparatus;</u></p> <p>“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;</p> <p>“facilities and rights” for construction and for maintenance include any appropriate working areas required to reasonably and safely undertake that construction or maintenance, and any necessary rights of access;</p> <p>“functions” includes powers and duties;</p> <p>“ground mitigation scheme” means a scheme approved by Cadent (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;</p> <p>“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the</p>	<p>B</p>

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This of this Part of this Schedule does which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of Cadent, the other provisions of this Part of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and Cadent are regulated by the provisions of Part 3 of the 1991 Act, except for 63. —;</p> <p>(a) paragraphs 69, 69, 70, 71, and 72; and</p> <p>(b) where sub-paragraphs (2) applies, paragraphs 67 and 68.</p> <p>(2) This sub-paragraph applies Paragraphs 67 and 68 of this Part of this Schedule will apply to diversions even where the diversion is carried out under the 1991 Act, in circumstances where any apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within the existing public highway, notwithstanding that any diversion may be carried out under the provisions of Part 3 of the 1991 Act.</p> <p><u>(3) Notwithstanding article 11 (temporary prohibition or restriction of use of streets and public rights of way), or any powers in the Order generally, article 85 of the 1991 Act in relation to cost sharing and the regulations made thereunder will not apply in relation to any diversion of apparatus of Cadent under the 1991 Act.</u></p> <p>(3) The protective provisions in this Part of this Schedule apply and take precedence over article 32 (apparatus and rights of statutory undertakers in stopped up streets) of the Order which does not apply to Cadent.</p> <p>Apparatus of Cadent in stopped up streets</p> <p>64.—(1) Where the use of any street or public right of way is prohibited or restricted under article 11 (temporary prohibition or restriction of use of streets and public rights of way), 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 prohibition or restriction of use 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 prohibition or restriction of use of any such street or highway, but nothing in this paragraph affects any right of the undertaker or of Cadent to require the removal of that apparatus under paragraph 67.</p> <p><u>64.—(1) Notwithstanding the temporary alteration <u>prohibition</u>, diversion or restriction of use of any street <u>highway</u> under the powers of article 11 (temporary prohibition or restriction of use of streets and public rights of way), Cadent will be at liberty at all times to take all necessary access across any such street and <u>restricted or prohibited highway or</u> to execute and do all such works and things in, upon or under any such street <u>highway</u> as it would have been entitled to do immediately before such temporary alteration <u>prohibition</u>, diversion or restriction in respect of any apparatus which at the time of the prohibition, diversion or restriction of use or diversion was in that street <u>highway</u>.</u></p> <p><u>(2) The protective provisions in this Part of this Schedule apply and take precedence over article 32 (apparatus and rights of statutory undertakers in stopped up streets) which shall not apply to Cadent.</u></p>	
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and Cadent will give to the undertaker reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made by Cadent, save in respect of any payment required under a statutory compensation scheme, without first consulting the undertaker and giving the undertaker an opportunity to make representations as to the claim or demand.</u></p> <p>Acquisition of land</p> <p>66.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not appropriate or acquire any land interest in land or appropriate, acquire, extinguish, interfere with or override any easement or other interest in land or right or apparatus of Cadent otherwise than by agreement.</p> <p>(2) As a condition of agreement between the parties in sub-paragraph (1), prior to the construction or maintenance carrying out of any part of the authorised development works (or in such other timeframe as may be agreed between Cadent and the undertaker) that is are subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of Cadent or 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 and variations upon such terms and conditions as may be agreed between Cadent and the undertaker acting reasonably and which must be no less favourable on the whole to Cadent unless otherwise agreed by Cadent.</p> <p>(3) The undertaker and Cadent agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation or removal of apparatus, including but not limited to the payment of costs and expenses relating to such relocation or removal of apparatus and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by Cadent and or other enactments relied upon by Cadent as of right or other use in relation to the apparatus, then the provisions in this <u>Part of this</u> Schedule <u>will</u> prevail.</p> <p>(4) Any agreement or consent granted by Cadent under paragraph 69 or any other paragraph of this Part of this Schedule, is will not to be taken to constitute agreement under sub-paragraph (1).</p> <p><u>(5) As a condition of an agreement between the parties in sub-paragraph (1) that involves decommissioned apparatus being left in situ in land owned by the undertaker, the undertaker must accept a surrender of any existing easement or other interest of Cadent in such decommissioned apparatus and consequently acquire title to such decommissioned apparatus and release Cadent from all liabilities that exist prior to the date of such surrender.</u></p> <p><u>(6) Where the undertaker acquires the freehold of any land which is subject to any Cadent right of interest (including, without limitation, easements and agreements relating to rights or other interests) and the provisions of paragraph 68 do not apply, the undertaker must—</u></p> <p><u>(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</u></p> <p><u>(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.</u></p> <p>Removal of apparatus</p> <p>67.—(1) If, in the exercise of the powers conferred by this Order, including pursuant to any agreement reached in accordance with paragraph 66, <u>or in any other authorised manner</u>, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be decommissioned or removed <u>under this Part of this Schedule</u> and any right of Cadent to maintain that apparatus in that land must not be extinguished or interfered with until alternative apparatus has been constructed, is in operation, and the <u>rights and</u> facilities and rights referred to in sub-paragraph (2) have been provided, to the reasonable satisfaction of Cadent and in accordance with sub-paragraphs (2) to (5) inclusive.</p> <p>(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to Cadent advance written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order Cadent reasonably needs to move or remove any of its apparatus) the undertaker must afford to Cadent to its satisfaction (taking into account paragraph 68(4)<u>69(1)</u>) the necessary facilities and rights—</p> <p>(a) for the construction of alternative apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus);</p>	
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and</p> <p>(f) any intended maintenance regimes.</p> <p>(3) The undertaker must not commence any specified works until Cadent has given written approval of the plan so submitted (and the ground monitoring scheme if required).</p> <p>(4) Any approval of Cadent given required under sub-paragraph (3)—</p> <p>(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (5)<u>sub-paragraphs (5) or (7)</u>; and</p> <p>(b) must not be unreasonably withheld or delayed and Cadent must meaningfully engage with the undertaker within 28 days of the date of submission of the plan under sub-paragraph (1).</p> <p>(5) In relation to any specified works to which sub-paragraph (1) applies, Cadent may require such modifications to be made to the plan as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.</p> <p>(6) Specified works<u>Works to which this paragraph applies</u> must only be executed in accordance with—</p> <p>(a) the plan submitted under sub-paragraph (1) and (and ground monitoring scheme if required), (2) or, as relevant, sub-paragraph (4) as approved or as amended from time to time by agreement between the undertaker and Cadent; and</p> <p>(b) all conditions imposed under sub-paragraph (4)(a), and Cadent is entitled to watch and inspect the execution of those works.</p> <p>(7) Where Cadent requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to Cadent's satisfaction prior to the commencement of any specified works (or any relevant part thereof) for which protective works are required prior to commencement.</p>
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and</u></p> <p><u>(b) sub-paragraph (11) at all times.</u></p> <p><u>(11) At all times when carrying out any works authorised under the Order the undertaker must comply with Cadent’s policies for safe working in proximity to gas apparatus “CD/SP/SSW/22 (Cadent’s policies for save working in the vicinity of Cadent’s assets” and HSE’s “HS(-G)47 avoiding danger from underground services”.</u></p> <p>(a) the undertaker must implement an appropriate ground mitigation scheme; and</p> <p><u>(12) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development (including such an event attributable to its maintenance)—works the undertaker must implement an appropriate ground mitigation scheme save that</u> Cadent retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 70.</p> <p>(10) The undertaker is not required to comply with sub-paragraph (1) where it needs to carry out emergency works but in that case it must give to Cadent notice as soon as is reasonably practicable and a plan of those works and must comply with the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances.</p> <p>(11) In this paragraph, “emergency works” means works whose execution at the time when they are executed is required in order to put an end to, or to prevent the occurrence of, circumstances then existing or imminent (or which the person responsible for the works believes on reasonable grounds to be existing or imminent) which are likely to cause danger to persons or property.</p> <p>Expenses</p> <p>70.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to Cadent on demand, all charges, costs and expenses reasonably <u>anticipated or</u> 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 <u>works as are referred to in this Part of this Schedule</u> including without limitation—</p> <p>(a) any costs reasonably incurred by or compensation properly paid by Cadent in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs (including professional fees) incurred by Cadent as a consequence of Cadent—</p> <p>(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 67(3) if it elects to do so; or</p> <p>(ii) exercising any compulsory purchase powers under this <u>in the</u> Order transferred to or benefitting Cadent;</p> <p>(b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;</p> <p>(c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;</p> <p>(d) the approval of plans;</p> <p>(e) the carrying out of protective works (including any protective works pursuant to article 18 (protective works to buildings)), plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works if required;</p> <p>(f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule; and</p> <p>(g) any watching brief pursuant to sub-paragraph 69(6).</p> <p>(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.</p> <p>(3) If in accordance with the provisions of this Part of this Schedule—</p> <p>(a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or</p> <p>(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was <u>situated</u>,</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 paragraph 75 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</p>
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and</p> <p>(b) indemnify Cadent for any other expenses, loss, demands, proceedings, damages, claims, penalty, or costs properly <u>incurred by,</u> or recovered from Cadent, by reason or in consequence of any such damage or interruption or Cadent becoming liable to any third party as aforesaid other than arising from any negligence, omission or default of Cadent.</p> <p>(2) The fact that any act or thing may have been done by Cadent on behalf of the undertaker or in accordance with a plan approved by Cadent or in accordance with any requirement of Cadent or under its supervision including under any watching brief will not (unless sub-paragraph (3) applies) excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless Cadent fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan or as otherwise agreed between the undertaker and Cadent.</p> <p>(3) Nothing in sub-paragraph (1) imposes <u>will impose</u> any liability on the undertaker in respect of—</p> <p>(a) any damage or interruption to the extent that it is attributable to the neglect, omission or default of Cadent, its officers, servants, contractors or agents; and</p> <p>(b) any part of the authorised development <u>works</u> or any other works authorised by this Part of this Schedule carried out by Cadent as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 (benefit of order granting development consent) of the 2008 Act or article 35 (consent to transfer the benefit of the Order) subject to the proviso that once such works become apparatus (<u>“new apparatus”</u>), any specified <u>authorised</u> works yet to be executed and not falling within this paragraph (b) are <u>will be</u> subject to the full terms of this Part of this Schedule including this paragraph in respect of such new apparatus.</p> <p>(4) Cadent must give the undertaker reasonable notice of any such third party claim or demand and no settlement, admission of liability or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering its representations.</p> <p>(5) Cadent must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies. If requested to do so by the undertaker, Cadent must provide an explanation of how the claim has been minimised. The undertaker is only liable under this paragraph for claims reasonably incurred by Cadent.</p> <p>Enactments and agreements</p> <p>72. Except where <u>Save to the extent provided for the contrary elsewhere in</u> this Part of this Schedule provides otherwise, or by agreement in writing between Cadent and the undertaker, nothing in this Part of this Schedule affects <u>will affect</u> the provisions of any enactment or agreement regulating the relations between the undertaker and Cadent in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.</p> <p>Co-operation</p> <p>73.—(1) Where in consequence of the proposed construction of any part of the authorised development <u>works</u>, the undertaker or Cadent requires the removal of apparatus under paragraph 67(2)) or Cadent makes requirements for the protection or alteration of apparatus under paragraph 69, the undertaker must <u>will</u> use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development <u>works</u> and taking</p>
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			<p>into account the need to ensure the safe and efficient operation of Cadent’s undertaking and Cadent must will use its best endeavours to co-operate with the undertaker for that purpose.</p> <p>For the avoidance of doubt whenever Cadent’s consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by Cadent <u>the undertaker</u>, it <u>Cadent’s consent</u> must not be unreasonably withheld or delayed.</p> <p>Access</p> <p>74. If in consequence of any agreement reached in accordance with paragraph 66(1) or the powers granted under this Order the access to any apparatus (<u>including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect to the apparatus</u>) is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable Cadent to maintain or use the apparatus no less effectively than was possible before such obstruction.</p> <p>Arbitration</p> <p>75. Any difference or dispute arising between the undertaker and Cadent under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and Cadent, be determined by arbitration in accordance with article 42 (arbitration).</p> <p>Notices</p> <p>76. Notwithstanding article 45 (service of notices) any <u>The</u> plans submitted to Cadent by the undertaker pursuant to sub-paragraph 69(1) must be sent via email to Cadent Gas Limited Plant Protection at by <u>e-mail to</u> plantprotection@cadentgas.com copied by e-mail to vicky.eashman@cadentgas.com <u>landservices@cadentgas.com</u> 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.</p>	
<p>Schedule 14 – Protective Provisions – Part 9 – Environment Agency</p>	<p>Applicant and Environment Agency</p>	<p>Various amendments to the Protective Provisions reflect ongoing negotiations with the Environment Agency.</p>	<p>[...]</p> <p>103.(+) In this Part of this Schedule—</p> <p>“the Agency” means the Environment Agency;</p> <p>“construction” includes execution, placing, altering, replacing, relaying and removal and excavation and “construct” and “constructed” must be construed accordingly;</p> <p>“drainage work” means any main river and includes any land which provides flood storage capacity for any main river and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage or <u>flood defence or tidal monitoring</u>;</p> <p>the “fishery” means any waters containing fish and fish in, or migrating to or from, such waters and the spawn, spawning ground, habitat or food of such fish;</p> <p>“main river” has the same meaning given in section 113 of the Water Resources Act 1991;</p> <p>“plans” includes sections, drawings, specifications, calculations and method statements;</p> <p>“remote defence” means any berm, wall or embankment that is constructed for the purposes of preventing or alleviating flooding from, or in connection with, any main river; and</p> <p>“specified work” means so much of any work or operation authorised by this Order as is in, on, under, over or within—</p> <p>(a) 8 metres of a drainage work or is otherwise <u>the base of a remote defence which is</u> likely to—</p> <p>(i) endanger the stability of, cause damage or reduce the effectiveness of that remote defence; or</p> <p>(ii) interfere with the Agency’s access to or along that remove <u>remote</u> defence;</p> <p>(iii) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;</p> <p>(b) 16 metres of a drainage work involving a tidal main river of 8 metres of a drainage work involving any non-tidal main river; or</p> <p>(c) any distance of a drainage work and is otherwise likely to—</p> <p><u>(i) (iv)</u> affect the flow, purity or quality of water in any main river <u>or other surface waters</u>;</p> <p><u>(ii) (v)</u> cause obstruction to the free passage of fish or damage to any fishery;</p> <p><u>(iii) (vi)</u> affect the conservation, distribution or use of water resources; or</p> <p><u>(iv) (vii)</u> affect the conservation value of the main river and habitats in its immediate vicinity;</p> <p>or which involves—</p> <p><u>(d) (b)</u> an activity that includes dredging, raising or taking of any sand, silt, ballast, clay, gravel or other materials from or off the bed or bands <u>banks</u> of a drainage work (or causing such materials to be dredges <u>dredged</u>, raised or taken), including hydrodynamic dredging or desilting; and</p> <p><u>(e) (e)</u> any quarrying or excavation within 16 metres of a drainage work which is likely to cause damage to or endanger the stability of the banks or structure of that drainage work</p> <p>Submission and approval of plans</p> <p>104103.—(1) Before beginning to construct any specified work, the undertaker must submit to the Agency plans of the specified work and such further particulars available to it as the Agency may within 28 days of the receipt of the plans reasonably request.</p> <p>Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the Agency, or determined under paragraph 113 <u>114</u>.</p> <p>Any approval of the Agency required under this paragraph—</p>	<p>B</p>

			<p>must not be unreasonably withheld or delayed;</p> <p>is deemed to have been refused if it is neither given nor refused within 2 months of the submission of the plans or receipt of further particulars if such particulars have been requested by the Agency for approval; and</p> <p>may be given subject to such reasonable requirements as the Agency may have for the protection of any drainage work or the fishery or for the protection of water resources, or for the prevention of flooding or pollution or for nature conservation in the discharge of its environmental duties.</p> <p>The Agency must use its reasonable endeavours to respond to the submission of any plans before the expiration of the period mentioned in sub-paragraph (3)(b).</p> <p>In the case of a refusal, if requested to do so, the Agency must provide reasons for the grounds of that refusals refusal.</p> <p>Timing of Construction of protective works and service of notices</p> <p>105104.—(1) Without limiting paragraph 103104, the requirements which the Agency may have under that paragraph include conditions requiring the undertaker, at its own expense, to construct such protective works, whether temporary or permanent, before or during the construction of the specified works (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—</p> <p>to safeguard any drainage work against damage; or</p> <p>to secure that its efficiency for flood defence purposes is not impaired and that the risk of flooding is not otherwise increased,</p> <p>by reason of any specified work.</p> <p>[...]</p> <p>Free passage of fish</p> <p>111110.—(1) The undertaker must take all such measures as may be reasonably practicable to prevent any interruption of the free passage of fish in the fishery during the construction of any specified work.</p> <p>(2) If by reason of—</p> <p>(a) the construction of any specified work; or</p> <p>(b) the failure of any such work,</p> <p>damage to the fishery is caused, or the Agency has reason to expect that such damage may be caused, the Agency may serve notice on the undertaker requiring it to take such steps as may be reasonably practicable to make good the damage, or, as the case may be, to protect the fishery against such damage.</p> <p>(3) If within such time as may be reasonably practicable for that purpose after the receipt of written notice from the Agency of any damage or expected damage to a fishery, the undertaker fails to take such steps as are described in sub-paragraph (2), the Agency may take those steps and any expenditure incurred by the Agency in doing so will be is recoverable from the undertaker.</p> <p>(4) In any case where immediate action by the Agency is reasonably required in order to secure that the risk of damage to the fishery is avoided or reduced, the Agency may take such steps as are reasonable for the purpose, and may recover from the undertaker any expenditure incurred in doing so provided that notice specifying those steps is served on the undertaker as soon as reasonably practicable after the Agency has taken, or commenced to take, the steps specified in the notice.</p> <p>[...]</p> <p>113.</p> <p>[...]</p> <p>“claims” and “demands” include as applicable—</p> <p>(a) costs (within the meaning in of this sub-paragraph (2)) incurred in connection with any claim or demand; and</p> <p>(b) any interest element of sums claimed or demanded; and</p> <p>[...]</p>	
Schedule 14 – Part 10 – Railway Interests	Applicant and Network Rail	Various amendments to the Protective Provisions reflect ongoing negotiations with Network Rail.	<p>115. The provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 128129 of this Part of this Schedule any other person on whom rights or obligations are conferred by that paragraph.</p> <p>[...]</p> <p>125. [...]</p> <p>(10) In relation to any dispute arising under this paragraph the reference in article 42 (arbitration) to the Institution of Civil Engineers shall be read as a reference to the Institution of Engineering and Technology.</p> <p>[...]</p> <p>136. In relation to any Any dispute arising under this part of this Part of this Schedule (except for those disputes referred to in paragraph 124) the provisions of article 42 (arbitration) shall not apply and any such dispute, unless otherwise provided for, must be referred to and settled by a single arbitrator arbitration in accordance with article 42 and the Rules at Schedule 15 (arbitration rules) to be agreed between the parties or, failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) to the President of the Institution of Civil Engineers</p>	B
Schedule 14 – Part 11 – Cottam	Applicant	Correction	All references to ‘Cottam Work No. 6’ amended to ‘Cottam Work No. 6B’.	B

Solar Project Limited				
Schedule 14 – Part 12 – Gate Burton Energy Park Limited	Applicant and Gate Burton Energy Limited	Update to refer to the relevant work number from the Gate Burton Energy Park project.	All references to ‘Gate Burton Work No. []’ amended to ‘Gate Burton Work No. 4B’.	B
Schedule 14 – Part 13 – Canal & River Trust	Applicant and Canal & River Trust	Various amendments to the Protective Provisions reflect ongoing negotiations with the Canal & River Trust.	<p>[...]</p> <p>168. [...]</p> <p>(2) [...]</p> <p>“detriment” means [...]</p> <p>(f) any harm to the ecology of the waterway; and</p> <p>(g) any interference with the exercise by any person of any lawful rights over Canal & River Trust’s network; <u>and</u></p> <p><u>(h) any revocation of, suspension of, or changes to the waste permit or any other enforcement action taken in respect of the waste permit;</u></p> <p>[...]</p> <p>“the waterway” means each and every part of the river Trent within the Order limits and includes any works, lands or premises belonging to the Canal & River Trust, or under its management or control, and held or used by the Canal & River Trust in connection with its statutory functions; and</p> <p><u>“waste permit” means the environmental permit numbered AP3297FZ for a waste operation on the site known as land on the west bank of the river Trent at Marton held by the Trust.</u></p> <p>[...]</p> <p>Powers requiring the Canal & River Trust’s consent</p> <p>169.—(1) The undertaker must not in the exercise of the powers conferred by this Order obstruct or interfere with pedestrian or vehicular access to the waterway unless such obstruction or interference with such access is with the consent of the Canal & River Trust.</p> <p><u>(2) The undertaker must not, in the exercise of the powers conferred by this Order, do or fail to do anything which is inconsistent with or would cause the Canal & River Trust to be in breach of its waste permit.</u></p> <p><u>(3) (4)</u>The undertaker must not exercise any power conferred by this Order to discharge water into the waterway under article 16 (discharge of water) or in any way interfere with the supply of water to or the drainage of water from the waterway unless such exercise is with the consent of the Canal & River Trust, save as to surface water <u>discharge</u> which will not require the consent of the Canal & River Trust.</p> <p><u>(4) (2)</u>The undertaker must not exercise the powers conferred by article 19 (authority to survey and investigate the land) or section 11(3) of the 1965 Act, in relation to the waterway unless such exercise is with the consent of the Canal & River Trust.</p> <p><u>(5) (3)</u>The undertaker must not exercise any power conferred by article 29 (temporary use of land for constructing the authorised development) or article 30 (temporary use of land for maintaining the authorised development) <u>or article 38 (felling or lopping of trees and removal of hedgerows)</u> in respect of the waterway unless such exercise is with the consent of the Canal & River Trust.</p> <p><u>(6) (4)</u>The undertaker must not exercise any power conferred by article 20 (compulsory acquisition of land), article 22 (compulsory acquisition of rights), article 25 (acquisition of subsoil) or article 31 (statutory undertakers) in respect of the <u>Canal & River Trust’s interests in the</u> waterway unless such exercise is with the consent of the Canal & River Trust.</p> <p><u>(7) (5)</u>The consent of the Canal & River Trust pursuant to sub-paragraphs (1) to (5) must not be unreasonably withheld or delayed but may be given subject to reasonable terms and conditions provided that it will not be reasonable for the Canal & River Trust to withhold or delay consent or impose terms and conditions that would prevent the undertaker from complying with the protective provisions in this part <u>Part</u> of this Schedule or any condition contained in Schedule 2 (Requirements <u>requirements</u>) or Part 2 of Schedule 9 (Deemed marine licence under the 2009 Act).</p> <p>[...]</p> <p>Survey of waterway</p> <p>171.—(1) Before the commencement of the initial construction of any part of the specified works and again following practical completion of the specified works the undertaker must bear the reasonable and proper cost of the carrying out by a qualified engineer (“the surveyor”), to be approved by the Canal & River Trust and the undertaker, of a survey to measure the navigational depth of the waterway and <u>profile of the riverbed (“the survey”) of so much of the waterway and</u> of any land which may provide support for the waterway as will or may be affected by the specified works.</p> <p>(2) The design of and methods proposed to be used for the survey is <u>are</u> to be approved by the Canal & River Trust and the undertaker.</p> <p>[...]</p> <p>Approval of plans, protective works, etc.</p> <p>172.—(1) The undertaker must before commencing construction of any specified work including any temporary works supply to the Canal & River Trust proper and sufficient plans of that work, on the Canal & River Trust forms, having regard to the code of practice and such further particulars available to it as the Canal & River Trust may within 14 working days of the submission of the plans reasonably require for the approval of the engineer and must not commence such construction of a specified work until plans of that work have been approved in writing by the engineer or settled by arbitration.</p>	B

			<p>(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld or delayed, and if within 25 working days after such plans (including any other particulars reasonably required under sub-paragraph (1)) have been received by the Canal & River Trust the engineer has not intimated his disapproval of those plans and the grounds of his disapproval he, <u>the engineer</u> is deemed to have approved the plans as submitted.</p> <p>[...]</p> <p>173. Without prejudice to its obligations under the foregoing provisions of this Part of this Schedule the undertaker must consult, collaborate and respond constructively to any reasonably <u>reasonable</u> approach, suggestion, proposal or initiative made by the Canal & River Trust on—</p> <p>[...]</p> <p>179.—(1) [...]</p> <p>(c) in respect of the employment during the construction of the specified works or any protective works of any inspectors, watchmen and other persons whom it is reasonably necessary to appoint for inspecting, watching and lighting the any waterway and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of the specified works or any protective works;</p> <p>[...]</p> <p>(3) The Canal & River Trust must take into account any representations made by the undertaker in accordance with this paragraph and must, within 15 working days of receipt of the information pursuant to sub-paragraph (1), confirm the amount of the fee, charge, cost or expense to be paid by the undertaker (if any) and then the date by which this is to be paid.</p> <p>[...]</p> <p>180.—(1) [...]</p> <p>(2) [...]</p> <p>(b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon the construction of a specified work or protective work and subject to sub-paragraph (4), the undertaker must effectively indemnify and hold harmless the Canal & River Trust from and Against <u>against</u> all claims and demands arising out of or in connection with any of the matters referred to in paragraphs (a) and (b) (provided that the Canal & River Trust is not entitled to recover from the undertaker any consequential losses which are not reasonably foreseeable).</p> <p>(3) The fact that any act or thing may have been done by the Canal & River Trust on behalf of the undertaker or in accordance with <u>plans approved by the engineer or in accordance with</u> any requirement of the engineer or under the engineer's supervision or in Accordance <u>accordance</u> with any directions or awards of an arbitrator is not to (if it was done without negligence on the part of the Canal & River Trust or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability <u>under the provisions</u> of this paragraph.</p> <p>[...]</p> <p>Capitalised sums</p> <p>182.—(1) Any capitalised sum which is required to be paid under this Part must be calculated by multiplying the cost of the maintenance or renewal works to the waterway necessitated as a result of the operation of the authorised development by the number of times that the maintenance or renewal works will be required during the operation of the authorised development.</p> <p>The aggregate cap of the undertaker's gross liability to pay capitalised sums and any other payments or liabilities under the terms of this Part of this Schedule shall be limited to £5,000,000 [TBC] <u>(five million [TBC] pounds)</u> for any one occurrence or all occurrences of a series arising out of the one original cause.</p> <p>As built drawings</p> <p>183. As soon as reasonably practicable following <u>the completion of</u> the construction of the authorised development, the undertaker must provide to the Canal & River Trust as built drawings of any specified works in a form and scale to be agreed between the undertaker and the Canal & River Trust to show the position of those works in relation to the waterway.</p> <p>Decommissioning</p> <p>184. Where the decommissioning plan identifies activities which may impact the waterway, the protective provisions in this Part <u>of this Schedule</u> will, so far as appropriate, apply to those activities as if they were a specified work.</p>	
Schedule 14 – Part 16 – Lincolnshire Fire & Rescue	Applicant and Lincolnshire Fire and Rescue	Addition of agreed Protective Provisions for Lincolnshire Fire and Rescue. These provisions are also contained in the Gate Burton Energy Park draft DCO and the Cottam Solar Project draft DCO.	<p style="text-align: center;"><u>PART 16</u></p> <p style="text-align: center;"><u>FOR THE PROTECTION OF LINCOLNSHIRE FIRE & RESCUE SERVICE</u></p> <p><u>187.</u> For the protection of Lincolnshire Fire and Rescue as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and Lincolnshire Fire and Rescue.</p> <p><u>Interpretation</u></p> <p><u>188. In this Part of this Schedule—</u></p> <p><u>“index” means the consumer price index;</u></p> <p><u>“index linked” means an increase in the sums payable on an annual basis or pro rata per diem from the first day following the first year of operation of the authorised development, to the date of</u></p>	B

			<p><u>payment, based upon the relevant index last published before the first day following the first year of operation of the authorised development; and</u></p> <p><u>“Lincolnshire Fire and Rescue” means Lincolnshire County Council in its capacity as a fire and rescue authority pursuant to section 1(2)(a) of the Fire and Rescue Services Act 2004.</u></p> <p>Site visits</p> <p><u>189.—(1) The undertaker must, prior to the date of final commissioning of Work No. 2, use reasonable endeavours to facilitate a site familiarisation exercise in connection with Work No. 2 of the authorised development for Lincolnshire Fire and Rescue for the purposes of providing the necessary assurance to Lincolnshire Fire and Rescue that all the required systems and measures are in place in accordance with the battery storage safety management plan.</u></p> <p><u>Following the anniversary of the date of final commissioning of Work No. 2 of the authorised development, the undertaker must use reasonable endeavours to facilitate an annual review of the site by Lincolnshire Fire and Rescue at the reasonable request of Lincolnshire Fire and Rescue, up until the date of decommissioning of Work No. 2 of the authorised development.</u></p> <p>Costs</p> <p><u>190.—(1) Pursuant to the provisions set out at paragraph 189, the undertaker must pay to Lincolnshire Fire and Rescue—</u></p> <p><u>£16,665 in the first year of operation of the authorised development for, or in connection with, Lincolnshire Fire and Rescue’s attendance at the site familiarisation exercise facilitated by the undertaker pursuant to paragraph 189(1), such sum to be paid on a date mutually agreed between the parties (“the Payment Date”); and</u></p> <p><u>£1,530 in each subsequent year of operation of the authorised development until the date of decommissioning of Work No. 2, payable on the anniversary of the Payment Date, if in that year an annual review has taken place pursuant to paragraph 189(2).</u></p> <p><u>The costs payable under sub-paragraph (1)(b) are to be index linked.</u></p> <p>Arbitration</p> <p><u>191. Any difference or dispute arising between the undertaker and Lincolnshire Fire and Rescue under this Part of this Schedule must be determined by arbitration in accordance with article 42.</u></p>	
<p>Schedule 14 – Part 17 – Tillbridge Solar Project Limited</p>	<p>Applicant and Tillbridge Solar Project Limited</p>	<p>Protective provisions included for the benefit of Tillbridge Solar Limited as the fourth solar project that will utilise the shared cable route corridor.</p>	<p style="text-align: center;"><u>PART 17</u></p> <p style="text-align: center;"><u>FOR THE PROTECTION OF TILLBRIDGE SOLAR PROJECT LIMITED</u></p> <p><u>192. The provisions of this Part apply for the protection of Tillbridge unless otherwise agreed in writing between the undertaker and Tillbridge.</u></p> <p><u>193. In this Part—</u></p> <p><u>“apparatus” means the cables, structures or other infrastructure owned, occupied or maintained by Tillbridge or its successor in title within the Tillbridge Work No. [] Area;</u></p> <p><u>“construction” includes execution, placing, altering, replacing, reconstruction, relaying, maintenance, extensions, enlargement and removal; and “construct” and “constructed” must be construed accordingly;</u></p> <p><u>“plans” includes sections, drawings, specifications, designs, design data, software, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of the Tillbridge Work No. [] Area; and</u></p> <p><u>“specified works” means so much of any works of operations authorised by this Order (or authorised by any planning permission intended to operate in conjunction with this Order) as is—</u></p> <p style="padding-left: 20px;"><u>(a) within the Tillbridge Work No. [] Area;</u></p> <p style="padding-left: 20px;"><u>(b) in, on, under, over or within 25 metres of the Tillbridge Work No. [] Area or any apparatus;</u></p> <p style="padding-left: 20px;"><u>or</u></p> <p style="padding-left: 20px;"><u>(c) may in any way adversely affect any apparatus.</u></p> <p><u>“Tillbridge” means an undertaker with the benefit of all or part of the Tillbridge Solar Project Order for the time being;</u></p> <p><u>“Tillbridge Work No. [] Area” means the area for Work No. [] authorised in the Tillbridge Solar Project Order;</u></p> <p><u>194. The consent of Tillbridge under this Part is not required where the Tillbridge Solar Project Order has expired without the authorised development having been commenced pursuant to the Tillbridge Solar Project Order.</u></p> <p><u>195. Where conditions are included in any consent granted by Tillbridge pursuant to this Part, the undertaker must comply with the conditions if it chooses to implement or rely on the consent, unless the conditions are waived or varied in writing by Tillbridge.</u></p> <p><u>196. The undertaker must not under the powers of this Order acquire, extinguish, suspend, override or interfere with any rights that Tillbridge has in respect of any apparatus or has in respect of the proposed Tillbridge Work No. [] Area without the consent of Tillbridge, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions.</u></p> <p><u>197.—(1) The undertaker must not under the powers of this Order carry out any specified works without the consent of Tillbridge, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions and if Tillbridge does not respond within 28 days of the undertaker’s request for consent, then consent is deemed to be given.</u></p>	<p>B</p>

		<p><u>(2) Subject to obtaining consent pursuant to sub-paragraph (1) and before beginning to construct any specified works, the undertaker must submit plans of the specified works to Tillbridge and must submit any such further particulars available to it that Tillbridge may reasonably require.</u></p> <p><u>(3) Any specified works must be constructed without unreasonable delay in accordance with the plans approved in writing by Tillbridge.</u></p> <p><u>(4) Any approval of Tillbridge required under this paragraph may be made subject to such reasonable conditions as may be required for the protection or alteration of any apparatus (including proposed apparatus) in the Tillbridge Work No. [] Area or for securing access to such apparatus or the Tillbridge Work No. [] Area.</u></p> <p><u>(5) Where Tillbridge requires any protective works to be carried out either by themselves or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to Tillbridge's reasonable satisfaction.</u></p> <p><u>(6) 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 specified works, new plans instead of the plans previously submitted, and the provisions of this paragraph shall apply to and in respect of the new plans.</u></p> <p><u>198.—(1) The undertaker must give to Tillbridge not less than 28 days' written notice of its intention to commence the construction of the specified works and, not more than 14 days after completion of their construction, must give Tillbridge written notice of the completion.</u></p> <p><u>(2) The undertaker is not required to comply with paragraph 197 or sub-paragraph (1) in a case of emergency, but in that case it must give Tillbridge notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with paragraph 197 in so far as is reasonably practicable in the circumstances.</u></p> <p><u>199. The undertaker must at all reasonable times during construction of the specified works allow Tillbridge and its servants and agents access to the specified works and all reasonable facilities for inspection of the specified works.</u></p> <p><u>200.—(1) After the purpose of any temporary works has been accomplished, the undertaker must with all reasonable dispatch, or after a reasonable period of notice in writing from Tillbridge requiring the undertaker to do so, remove the temporary works in, on, under, over or within the Tillbridge Work No. [] Area.</u></p> <p><u>(2) If the undertaker fails to remove the temporary works within a reasonable period of receipt of a notice pursuant to sub-paragraph (1), Tillbridge may remove the temporary works and may recover the reasonable costs of doing so from the undertaker.</u></p> <p><u>201. If in consequence of the exercise of the powers conferred by this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable Tillbridge to maintain or use the apparatus no less effectively than was possible before the obstruction.</u></p> <p><u>202. The undertaker must not exercise the powers conferred by this Order to prevent or interfere with the access by Tillbridge to the Tillbridge Work No. [] Area.</u></p> <p><u>203. To ensure its compliance with this Part, the undertaker must before carrying out any works or operations pursuant to this Order within Tillbridge Work No. [] Area request up-to-date written confirmation from Tillbridge of the location of any apparatus or proposed apparatus.</u></p> <p><u>204. The undertaker and Tillbridge must each act in good faith and use reasonable endeavours to co-operate with and provide assistance to each other as may be required to give effect to the provisions of this Part.</u></p> <p><u>205. The undertaker must pay to Tillbridge the reasonable expenses incurred by Tillbridge in connection with the approval of plans, inspection of any specified works or alteration or protection of any apparatus or the Tillbridge Work No. [] Area.</u></p> <p><u>206.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any specified works, any damage is caused to any apparatus or there is any interruption in any service provided, or in the supply of any goods, by Tillbridge, or Tillbridge becomes liable to pay any amount to any third party, the undertaker must—</u></p> <p><u>(a) bear and pay the cost reasonably incurred by Tillbridge in making good such damage or restoring the service or supply; and</u></p> <p><u>(b) compensate Tillbridge for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Tillbridge, by reason or in consequence of any such damage or interruption or Tillbridge becoming liable to any third party as aforesaid.</u></p> <p><u>(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of Tillbridge, its officers, servants, contractors or agents.</u></p> <p><u>(3) Tillbridge must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made, unless payment is required in connection with a statutory compensation scheme without first consulting the undertaker and considering its representations.</u></p> <p><u>(4) Tillbridge must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies. If requested to do so by the undertaker, Tillbridge shall provide an explanation of how the claim has been minimised. The undertaker shall only be liable under this paragraph for claims reasonably incurred by Tillbridge.</u></p> <p><u>(5) The fact that any work or thing has been executed or done with the consent of Tillbridge and in accordance with any conditions or restrictions prescribed by Tillbridge or in accordance with any plans approved by Tillbridge or to its satisfaction or in accordance with any directions or award of any arbitrator does not relieve the undertaker from any liability under this Part.</u></p>
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			207. Any dispute arising between the undertaker and Tillbridge under this Part must be determined by arbitration under article 42.	
Schedule 17 – Procedure for Discharge of Requirements	Applicant	Amendments consequential on the revision, within Version A of the draft DCO, to apply a single timeframe for the relevant planning authority to give notice of its decision in respect of all Requirements. Correction; footnote added.	<p>[...]</p> <p>Applications made under requirement</p> <p>2.—(1) Where an application has been made to the relevant planning authority for any consent, agreement or approval required by a requirement, the undertaker will also submit a copy of that application to any requirement consultee.</p> <p>(2) Subject to sub-paragraph (3), where <u>Where</u> an application has been made to the relevant planning authority for any consent, agreement or approval required by a requirement the relevant planning authority must give notice to the undertaker of its decision on the application within a period of ten weeks beginning with the later of—</p> <p>the day immediately following that on which the application is received by the authority;</p> <p>the day immediately following that on which further information has been supplied by the undertaker under paragraph 3; or</p> <p>such longer period that is agreed in writing by the undertaker and the relevant planning authority.</p> <p>(2) Where an application has been made to the relevant planning authority any consent, agreement or approval required by requirement 5, the relevant planning authority must give notice to the undertaker of its decision on the application within a period of ten weeks beginning with the later of—</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 paragraph 3; or</p> <p>(c) such longer period that is agreed in writing by the undertaker and the relevant planning authority.</p> <p>(2) (3) Subject to paragraph 4, in the event that the relevant planning authority does not determine an application within the period set out in sub-paragraph (2) and (3), the relevant planning authority is to be taken to have granted all parts of the application (without any condition or qualification) at the end of that period.</p> <p>(3) (4) Any application made to the relevant planning authority pursuant to sub-paragraph (2) and (3) must include a statement to confirm whether it is likely that the subject matter of the application will give rise to any materially new or materially different environmental effects compared to those in the environmental statement and if it will then it must be accompanied by information setting out what those effects are.</p> <p>(4) (5) Where an application has been made to the relevant planning authority for any consent, agreement or approval required by a requirement included in this Order and the relevant planning authority does not determine the application within the period set out in sub-paragraph (2) or (3) and is accompanied by a report pursuant to sub-paragraph (5) <u>(4)</u> which states that the subject matter of such application is likely to give rise to any materially new or materially different environmental effects compared to those in the environmental statement then the application is to be taken to have been refused by the relevant planning authority at the end of that period.</p> <p>[...]</p> <p>5.—(1) Where an application is made to the relevant planning authority for written consent, agreement or approval in respect of a requirement, the fee prescribed under regulation 16(1)(b) of the Town and Country Planning (Fees for Applications, Deemed Applications, Requires-Requests and Site Visits) (England) Regulations 2012 (1) <u>(4)</u> (as may be amended or replaced from time to time) is to apply for the discharge of each requirement (whether dealt with in separate applications or combined within a single application) and must be paid to the relevant planning authority for each application.</p> <p>(2) Any fee paid under this Schedule must be refunded to the undertaker within four weeks of—</p> <p>(a) the application being rejected as invalidly made; or</p> <p>(b) the relevant planning authority failing to determine the application within the relevant period in paragraph 2(2) or 2(3) unless—</p> <p>(i) within that period the undertaker agrees, in writing, that the fee is to be retained by the relevant planning authority and credited in respect of a future application; or</p> <p>(ii) a longer period of time for determining the application has been agreed pursuant to paragraph 2(2) or 2(3) of this Schedule, as applicable.</p>	B
Article 2(1) - Definitions	Applicant and Examining Authority (ExA)	Corrections. The definition of “authorised development” has been amended in response to a question by the ExA to be consistent with the Cottam Solar	<p>“authorised development” means the development <u>and associated development</u> described in Schedule 1 (authorised development) and any other which is development within the meaning of section 32 (meaning of “development”) of the 2008 Act authorised by this Order;</p>	C

(1) [S.I. 2012/2920 amended by S.I. 2013/2153, S.I. 2014/357, S.I. 2014/643, S.I. 2017/1314 and S.I. 2019/1154.](#)

		Project draft DCO and the Longfield Solar Farm Order 2023.				
Schedule 6 – Streets and Public Rights of Way – Part 1 – Temporary Prohibition or Restriction of the Use of Streets	Applicant	The table in Part 1 has been updated to correct an error whereby the measure intended to be implemented on the listed streets was omitted. The information in the third column reflects the details shown on the Streets Plan.	<i>(1)</i> Area	<i>(2)</i> Street	<i>(2)</i> Street	<i>(3)</i> Measure
			District of West Lindsey	Main Street	Approximately 647 metres of Main Street as shown between points 1b and 1c and coloured green on sheet 1 of the streets to be stopped up plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
			District of West Lindsey	Sturton Road (B1241)	Approximately 523 metres of Sturton Road (B1241) as shown between points 2c and 2d and coloured green on sheet 2 of the streets to be stopped up plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
			District of West Lindsey	Cowdale Lane	Approximately 744 metres of Cowdale Lane as shown between points 5a and 4c and coloured green on sheet 5 of the streets to be stopped up plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
			District of West Lindsey	High Street, Marton	Approximately 241 metres of High Street, Marton as shown between points 7h and 7i and coloured green on sheet 7 of the streets to be stopped up plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
			District of Bassetlaw	Coates Road	Approximately 54 metres of Coates Road as shown between points 8b and 8c and coloured green on sheet 8 of the streets to be stopped up plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
			District of Bassetlaw	Northfield Road	Approximately 55 metres of Northfield Road as shown between points 9b and 9c and coloured green on sheet 9 of the streets to be stopped up plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
			District of Bassetlaw	Fenton Lane	Approximately 55 metres of Fenton Lane as shown between points 9f and 9g and coloured green on sheet 9 of the streets to be stopped up plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
			District of Bassetlaw	Littleborough Road	Approximately 107 metres of Littleborough Road as shown between points 9i and 9j and coloured green on sheet 9 of the streets to be stopped up plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
			District of Bassetlaw	Upper Ings Lane	Approximately 62 metres of Upper Ings Lane as shown between points 9m and 9n and coloured green on sheet 9 of the streets to be stopped up plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker
District of Bassetlaw	Common Lane	Approximately 57 metres of Common Lane as shown between points 10d and 10e and coloured green on sheet 10 of the streets to be stopped up plan	Temporarily closed to all traffic save for traffic under the direction of the undertaker			
Schedule 7 – Access to Works	Applicant	Please refer to next column for rationale.	[Not reproduced]			C
			A new version of Schedule 7 has been included in the draft DCO to correct errors identified whilst preparing for the Change Application. The Applicant confirms that no changes have			

			<p>been made to whether an access is listed in Part 1 (Permanent means of access to works) or Part 2 (Temporary means of access) and the location of the accesses as shown on the Access to Works Plans [APP-010] has not changed.</p> <p>The Applicant confirms that a revised Access Plan will be provided at Deadline 4 to incorporate the minor relocation of Accesses 110 and 112 as described in 6.2.14.1 ES Chapter 14 Transport and Access Addendum [REP1-074].</p> <p>Access 109 has also been removed from Schedule 7 in accordance with the Addendum [REP1-074].</p>	
Schedule 9 – Deemed Marine Licence Under the 2009 ACT – Part 1 – Licensed Marine Activities – paragraph 1	Applicant and the Marine Management Organisation (MMO)	<p>Corrections to the Work Nos.</p> <p>Additional definitions of “condition” and “enforcement officer” added and the definition of “Marine Management Organisation” changed to reflect comments made by the MMO in respect of the draft deemed marine licence (on a without prejudice basis) in the Gate Burton Energy Park Order [PINS reference EN010131] (Gate Burton) Examination.</p>	<p>1.—(1)[...] “condition” means a condition in Part 2 of this licence; [...] “enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 of Part 4 (marine licensing) of the 2009 Act; [...] “MMO” means the “Marine Management Agency, Organisation” or “MMO” means the body created under the 2009 Act which is responsible for the monitoring and enforcement of this licence, or any successor in function; [...] “Work No. 6B5A and 5B” means the work-works of that description in Schedule 1 of the Order; and “works plan” means the plan certified as the works plan by the Secretary of State for the purposes of the Order.</p>	C
Schedule 9 – Deemed Marine Licence Under the 2009 ACT – Part 1 – Licensed Marine Activities – paragraph 2 – Addresses for notices	Applicant and the MMO	<p>The second postal address has been removed reflecting comments made by the MMO in respect of the draft deemed marine licence (on a without prejudice basis) in the Gate Burton Energy Park Examination.</p>	<p>Addresses for notices</p> <p>2.—(1) Except where otherwise notified in writing by the MMO, notices to the MMO must be sent to—</p> <p>(a) Marine Management Organisation Marine Licensing Team Lancaster houseHouse Newcastle Business Park Newcastle upon Tyne NE4 7YH Tel: 0300 123 1032; and Marine Management Organisation (local office) Room 13, Ground Floor Crosskill House Mill Lane Beverley HU17 9JB</p>	C
Schedule 9 – Deemed Marine Licence Under the 2009 ACT – Part 1 – Licensed Marine Activities – paragraph 3 – Details of licensed marine activities	Applicant	<p>Corrections to the Work Nos and description of relevant licensed marine activities to match the description in Schedule 1 of the relevant Work Nos.</p>	<p>Details of licensed marine activities</p> <p>3.—(1) [...]</p> <p>(2) Such activities are authorised in relation to Work NoNos. 5A and 5B— works to lay electrical cables, accesses, and temporary construction laydown areas for the electrical cables including—</p> <p>(a) [...]</p> <p>(b) temporary construction and decommissioning laydown areas comprising— [...]</p> <p>(3) The activity set out in sub-paragraph (2) is authorised in relation to the construction, maintenance and operation of those elements of Work NoNos. 6B–5A and 5B of Schedule 1 (authorised development) of the Order as defined in paragraph 1 of this Schedule, and any further associated development listed in Schedule 1 (authorised development) in connection with Work NoNos. 6B5A and 5B, which are located within the area of the River Trent bounded by the coordinates specified in paragraph 4.</p>	C

<p>Schedule 9 – Deemed Marine Licence Under the 2009 ACT – Part 1 – Licensed Marine Activities – paragraph 4</p>	<p>Applicant</p>	<p>The table has been updated to include the coordinates for the extent of Work Nos. 5A and 5B that the Licence applies to.</p>	<p>4.—(1) The grid coordinates for that part of the authorised development comprising Work No<u>Nos. 6B 5A and 5B</u> are specified below—</p> <table border="1" data-bbox="821 308 1887 1694"> <thead> <tr> <th><i>Work area</i></th> <th><i>Easting</i></th> <th><i>Northing</i></th> </tr> </thead> <tbody> <tr><td>[TBC]<u>5A</u></td><td>[TBC]<u>483080.1</u></td><td>[TBC]<u>381109.5</u></td></tr> <tr><td><u>5A</u></td><td><u>483080.1</u></td><td><u>381109.5</u></td></tr> <tr><td><u>5A</u></td><td><u>483176.8</u></td><td><u>381103.3</u></td></tr> <tr><td><u>5A</u></td><td><u>483177.9</u></td><td><u>381103.2</u></td></tr> <tr><td><u>5A</u></td><td><u>483180.6</u></td><td><u>381103</u></td></tr> 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<p>Schedule 9 – Deemed Marine Licence Under the 2009 ACT – Part 1 – Licensed Marine Activities – paragraph 7</p>	<p>Applicant and the MMO</p>	<p>Amended to reflect comments made by the MMO in respect of the draft deemed marine licence (on a without prejudice basis) in the Gate Burton Energy Park Examination.</p>	<p>7. Any amendments to or variations from the approved details must be in accordance with the principles and assessments set out in the environmental statement. Such agreement may only be given in relation to immaterial changes where it has been demonstrated to the satisfaction of the relevant planning authority or that other person <u>MMO</u> that the subject matter of the agreement sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.</p>	<p>C</p>																																																																																																																											
<p>Schedule 9 – Deemed Marine Licence Under the 2009 ACT – Part 2 - Conditions</p>	<p>Applicant and the MMO</p>	<p>Amended to reflect comments made by the MMO in respect of the draft deemed marine licence (on a without prejudice basis) in the Gate Burton Energy Park Examination.</p>	<p>Notifications regarding licensed activities and inspections</p> <p>8.—The licence holder must inform the MMO <u>at the address provided in condition 2 and</u> in writing of the commencement of the first licensed activity at least 24 hours <u>five days</u> prior to such commencement.</p> <p>9.—(1) The licence holder <u>undertaker</u> must inform the MMO of <u>provide</u> the name-, address and function of any agent or <u>contractor appointed to engage in</u> or sub-contractor that will carry out any licensed activity not listed in this license <u>on behalf of the undertaker to the MMO no less than 24 hours before the commencement of the agent, contractor or sub-contractor carries out any licensed activity-in question.</u></p> <p>(2) Any changes to details supplied under sub-paragraph (1) the name and function of the specified agent, contractor or sub-contractor that will carry out the specified licensed activities must be notified to the MMO in writing prior to the agent, contractor or vessel engaging in <u>sub-contractor carrying out the licensed activity-in question.</u></p> <p>(3) Only those persons notified to the MMO in accordance with this condition paragraphs (1) or (2) <u>are permitted to carry out a-the licensed activityactivities.</u></p>	<p>C</p>																																																																																																																											

			<p>10. The licence holder must ensure that a copy of this Schedule has been read and understood by any agents and contractors that will be carrying out any licensed activity on behalf of the licence holder, as notified to the MMO under condition 9. licence (issued as part of the grant of the Order) and any subsequent amendments or revisions to it is provided to all agents, contractors and sub-contracts notified to the MMO in accordance with condition 9.</p> <p>11. Copies of this Schedule must be made (1) Copies of this licence must also be available for inspection at the following locations—</p> <p>(a) the licence holder's undertaker's registered office address; and</p> <p>(b) at any site office located at or adjacent to the construction site and used by the undertaker or its agents, contractors and sub-contractors responsible for the loading, transportation or deposit of the authorised deposits.</p> <p>(2) The documents referred to in condition 10 must be available for inspection by an authorised enforcement officer at the locations set out in paragraph (1).</p> <p>12. during the construction of the authorised development only, at any site office which has been provided for the purposes of the construction or maintenance or The undertaker must provide access and, if necessary, appropriate transportation to the construction site or any other associated works to facilitate any inspection that the MMO considers necessary to inspect the works during construction, operation and decommissioning of the authorised development.</p> <p>Pollution prevention</p> <p>13.12. The licence holder must—</p> <p>(a) [...]</p> <p>(b) ensure that any coatings and any treatments are suitable for use in the marine environment and are used in accordance with either guidelines approved by the Health and Safety Executive or and with the Environment Agency Pollution Prevention Control Guidelines;</p> <p>(c) not use priority substances and polluting chemicals listed under the Environmental Quality Standards Directive during works.</p> <p>Pre-construction plans and documentation</p> <p>14. The licensed activities or any part of those activities must not commence until the following (as relevant to that part) have been submitted to and approved in writing by the MMO—</p> <p>(a) a design plan detailing the proposed location, parameters and arrangement of the licensed activities;</p> <p>(b) a construction programme to include details of—</p> <p>(i) the proposed construction start date;</p> <p>(ii) proposed timings for mobilisation of plant delivery of materials and installation works;</p> <p>(iii) an indicative written construction programme for activities including maintenance and decommissioning.</p> <p>Post-construction</p> <p>15.—(1) The licence holder must remove all temporary structures, waste and debris associated with the licensed activities within 6 weeks following completion of the final construction activity.</p> <p>(2) The undertaker must submit a close out report to the MMO as of the date of completion of construction. The close out report must confirm the date of completion of construction.</p> <p>(3) Following completion of construction, no further construction activities can be undertaken under this licence.</p>																																													
Schedule 14 - Documents and Plans to be Certified	Applicant	Updated to reflect Deadline 3 submissions.	<p style="text-align: center;">PART 1 DOCUMENTS AND PLANS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">(1) <i>Document name</i></th> <th style="text-align: center;">(2) <i>Document reference</i></th> <th style="text-align: center;">(3) <i>Revision number</i></th> <th style="text-align: center;">(4) <i>Date</i></th> </tr> </thead> <tbody> <tr> <td>Access plan</td> <td>EN010132/APP/WB2.5</td> <td>1</td> <td>March 2023</td> </tr> <tr> <td>Book of reference</td> <td>EN010132/APP/WB4.3</td> <td>BC</td> <td>January 2024</td> </tr> <tr> <td>Concept design parameters and principles</td> <td>EN010132/APP/WB7.13</td> <td>AB</td> <td>November 2023 January 2024</td> </tr> <tr> <td>Crown land plan</td> <td>EN010132/APP/WB2.10</td> <td>A</td> <td>August 2023</td> </tr> <tr> <td>Environmental statement</td> <td>EN010132/APP/WB6.1</td> <td>1</td> <td>March 2023</td> </tr> <tr> <td>Hedgerows plan</td> <td>EN010132/APP/WB2.9</td> <td>1</td> <td>March 2023</td> </tr> <tr> <td>Land plan</td> <td>EN010132/APP/WB2.2</td> <td>A</td> <td>August 2023</td> </tr> <tr> <td>Outline battery storage safety management plan</td> <td>EN010132/APP/WB7.9</td> <td>1A</td> <td>March 2023 January 2024</td> </tr> <tr> <td>Outline construction environmental management plan</td> <td>EN010132/APP/WB7.1</td> <td>AB</td> <td>November 2023 January 2024</td> </tr> <tr> <td>Outline construction traffic management plan</td> <td>EN010132/APP/WB6.14.2</td> <td>AB</td> <td>November 2023 January 2024</td> </tr> </tbody> </table>	(1) <i>Document name</i>	(2) <i>Document reference</i>	(3) <i>Revision number</i>	(4) <i>Date</i>	Access plan	EN010132/APP/WB2.5	1	March 2023	Book of reference	EN010132/APP/WB4.3	BC	January 2024	Concept design parameters and principles	EN010132/APP/WB7.13	AB	November 2023 January 2024	Crown land plan	EN010132/APP/WB2.10	A	August 2023	Environmental statement	EN010132/APP/WB6.1	1	March 2023	Hedgerows plan	EN010132/APP/WB2.9	1	March 2023	Land plan	EN010132/APP/WB2.2	A	August 2023	Outline battery storage safety management plan	EN010132/APP/WB7.9	1A	March 2023 January 2024	Outline construction environmental management plan	EN010132/APP/WB7.1	AB	November 2023 January 2024	Outline construction traffic management plan	EN010132/APP/WB6.14.2	AB	November 2023 January 2024	C
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			Outline decommissioning statement	EN010132/APP/WB7.2	+A	March 2023 January 2024	
			Outline drainage strategy	EN010132/APP/WB6.3.10.1	1	March 2023	
			Outline ecological protection and mitigation strategy	EN010132/APP/WB7.17	1	March 2023	
			Outline landscape and ecological management plan	EN010132/APP/WB7.3	+B	November 2023 January 2024	
			Outline operational environmental management plan	EN010132/APP/WB7.14	A B	November 2023 January 2024	
			Outline public rights of way management plan	EN010132/APP/WB6.3.14.3	A B	November 2023 January 2024	
			Outline skills, supply chain and employment plan	EN010132/APP/WB7.10	1	March 2023	
			Outline soil management plan	EN010132/APP/WB6.3.19.2	+A	March 2023 January 2024	
			Public rights of way plan	EN010132/APP/WB2.4	+A	March - January 2023	
			Streets plan	EN010132/APP/WB2.11	A	November 2023	
			Works plan	EN010132/APP/WB2.3	B	November 2023	
			Written scheme of investigation	EN010132/APP/WB6.3.13.7	1	March 2023	
<p>PART 2</p> <p>SUBSTITUTE AND SUPPLEMENTARY DOCUMENTS</p>							
			(1) <i>Originating Document</i>	(2) <i>Replacement or supplementary part</i>	(3) <i>Document reference</i>	(4) <i>Date</i>	(5) <i>Examination library reference</i>
			Environmental Statement	Chapter 7: Climate Change	EX1/WB6.2.7_A	November 2023	[REP1-012]
			Environmental Statement	Chapter 23: Summary of Significant Effects	EX1/WB6.2.23 EX3/WB6.2.23 B	November 2023 January 2024	[REP1-010] [TBC]
			Environmental Statement	Appendix 5.1: Site Selection Assessment	WB6.3.5.1_A	May 2023	[AS-004]
			Environmental Statement	Appendix 9.7: Great Crested Newt Survey Report	EX1/WB6.3.9.7_A	November 2023	[REP1-020]
			Environmental Statement	Appendix 14.1: Transport Assessment	EX1/WB6.3.14.1_A	November 2023	[REP1-014]
			Environmental Statement	Non-Technical Summary	EX1/WB6.5_A	November 2023	[REP1-032]
			Environmental Statement	ES Addendum: Air Quality Impact Assessment of BESS Fire	EX3/WB8.4.17.1	January 2024	[TBC]
Schedule 16 – Protective Provisions – Part 6 - For the Protection of Cadent Gas Limited – paragraph 66 – Acquisition	Applicant, Cadent Gas Limited	Amendments to the Protective Provisions have been made to address concerns raised by Cadent Gas Limited during negotiations.	(2) As a condition of agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between Cadent and the undertaker) that are subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of Cadent or 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 and variations upon such terms and conditions as may be agreed between Cadent and the undertaker acting reasonably and which must be no less favourable on the whole to Cadent unless otherwise agreed by Cadent and it will be the responsibility of the undertaker to use reasonable endeavours to procure and/or secure the consent and entering into of such deeds and variations by any third parties with an interest in the land at that time who are affected by such authorised works if reasonably required by Cadent.				C

Schedule 16 – Protective Provisions – Part 6 - For the Protection of Cadent Gas Limited – paragraph 68 – Facilities and rights for alternative apparatus	Applicant, Cadent Gas Limited	Amendments to the Protective Provisions have been made to address concerns raised by Cadent Gas Limited during negotiations.	(2) If the facilities and rights to be afforded by the undertaker and agreed with Cadent under sub-paragraph (1) in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to Cadent than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed (in Cadent’s opinion, acting reasonably), then the terms and conditions to which those facilities and rights are subject in the matter will be referred to arbitration in accordance with paragraph 75 of this Part of this Schedule and the arbitrator will make such provision for the payment of compensation by the undertaker to Cadent as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.	C
Schedule 16 – Protective Provisions – Part 6 - For the Protection of Cadent Gas Limited – paragraph 69 – Retained apparatus: protection of Cadent	Applicant, Cadent Gas Limited	Amendments to the Protective Provisions have been made to address concerns raised by Cadent Gas Limited during negotiations.	(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 67(2) provided that such written notice must be given by Cadent to the undertaker within 28 <u>56</u> days of submission of a plan pursuant to sub-paragraph (1).	C
Schedule 16 – Protective Provisions – Part 6 - For the Protection of Cadent Gas Limited – paragraph 71 - Indemnity	Applicant, Cadent Gas Limited	Amendments to the Protective Provisions have been made to address concerns raised by Cadent Gas Limited during negotiations.	(2) The fact that any act or thing may have been done by Cadent on behalf of the undertaker or in accordance with a plan approved by Cadent or in accordance with any requirement of Cadent or under its supervision including under any watching brief will not (unless sub-paragraph (3) applies) excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless Cadent fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan or as otherwise <u>any variation to the approved plan which has been agreed between the undertaker and Cadent.</u>	C
Schedule 16 – Protective Provisions - Part 13 – For the Protection of the Canal & River Trust – paragraph 182 – Capitalised sums	Applicant and Canal & River Trust	Amendment to include the required liability cap. The Protective Provisions for the Canal & River Trust. are now agreed.	<p>Capitalised sums</p> <p>182.—(1) Any capitalised sum which is required to be paid under this Part must be calculated by multiplying the cost of the maintenance or renewal works to the waterway necessitated as a result of the operation of the authorised development by the number of times that the maintenance or renewal works will be required during the operation of the authorised development.</p> <p>(2) The aggregate cap of the undertaker’s gross liability to pay capitalised sums and any other payments or liabilities under the terms of this Part of this Schedule shall be limited to £[TBC] ([TBC]) <u>£5,000,000 (five million)</u> pounds) for any one occurrence or all occurrences of a series arising out of the one original cause.</p>	C

4 Schedule of Changes to the Book of Reference Plot Interests

Table 4.1: Schedule of Changes Made to the Book of Reference Plot Interests

Plot Number	Part	Date of Change	Contact Name	Nature of Land Interest	Change Made	Reasons for Change	Relevant Doc. Version
07-102	1	03/01/2024	Correen Tindale	Category 1	Removed Interest	Ongoing due diligence has identified that the transfer for title LL243748 has now been registered, Correen Tindale no longer has an interest in this land.	Rev C

5 Schedule of Changes to the Book of Reference Plots

Table 5.1: Schedule of Changes Made to the Book of Reference Plots

Plot Number	Date of Change	Change Made	Reasons for Change
N/A	N/A	N/A	N/A