

West Burton Solar Project

Schedule of Changes Revision F (Deadline 7)

Prepared by: Lanpro Services
May 2024

PINS reference: EN010132
Document reference: EX7/WB8.1.8_F
The Infrastructure Planning (Examination Procedure) Rules 2010
Rule 8(1)(k)



Contents

<u>1</u>	<u>INTRODUCTION</u>	<u>3</u>
1.1	PURPOSE OF THIS DOCUMENT	3
<u>2</u>	<u>SCHEDULE OF CHANGES TO PREVIOUSLY SUBMITTED DOCUMENTS</u>	<u>4</u>
<u>3</u>	<u>SCHEDULE OF CHANGES TO THE DRAFT DEVELOPMENT CONSENT ORDER</u>	<u>18</u>
<u>4</u>	<u>SCHEDULE OF CHANGES TO THE BOOK OF REFERENCE PLOT INTERESTS</u>	<u>79</u>
<u>5</u>	<u>SCHEDULE OF CHANGES TO THE BOOK OF REFERENCE PLOTS</u>	<u>83</u>

Issue Sheet

**Report Prepared for: West Burton Solar Project Ltd.
Examination Deadline 7**

Schedule of Changes

Prepared by:

Name: Stephen Flynn

Title: Senior Planner

Approved by:

Name: Jane Crichton

Title: Associate Director MRTPI

Revision	Date	Prepared by:	Approved by:
original	24 November 2023	SF	JC
Revision A	3 January 2024	AV	JC
Revision B	9 January 2024	AV	JC
Revision C	28 February 2024	AV	JC
Revision D	11 April 2024	AV	TS
Revision E	30 April 2024	AV	JC
Revision F	8 May 2024	SF	JC

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 PRoWs.	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	[REP2-001]	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	[REP2-005]	Revision C [EX3/WB3.1_C]	See Table 3.1 below.	See Table 3.1 below.
WB4.3 Book of Reference	[REP2-003]	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	[REP2-012]	Revision B [EX3/WB8.1.8_B]	n/a	n/a

Table 2.5: Schedule of Changes Made at Deadline 4 (28 February 2024)

Document Name	Submitted Document Reference	Revision and New Reference	Change	Reason for Change
WB1.3 Guide to the Application	[REP3-002]	Revision F [EX4/WB1.3_F]	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.
WB2.1 Location Plan/Order Limits	[APP-006]	Revision B [EX4/WB2.1_B]	Update to the Order Limits.	To reflect updated Order Limits from the change application.
WB2.2 Land Plan	[AS-006]	Revision C [EX4/WB2.2_C]	Update to the Order Limits. New plots and annotations added as a result of Order Limits changes.	To reflect updated Order Limits from the change application.
WB2.3 Works Plan	[REP1-004]	Revision D [EX4/WB2.3_D]	Update to the Order Limits and resultant changes to Works areas.	To reflect updated Order Limits from the change application.
WB2.4 Public Rights of Way Plan	[REP3-004]	Revision C [EX4/WB2.4_C]	Update to the Order Limits.	To reflect updated Order Limits from the change application.
WB2.5 Access Plan	[APP-010]	Revision B [EX4/WB2.5_B]	Update to the Order Limits and resultant changes to accesses.	To reflect updated Order Limits from the change application.
WB2.6 Waterbodies River Basin Management Plan	[APP-011]	Revision A [EX4/WB2.6_A]	Update to the Order Limits.	To reflect updated Order Limits from the change application.
WB2.7 Ecology and Nature Conservation Features Plan	[APP-012]	Revision B [EX4/WB2.7_B]	Update to the Order Limits.	To reflect updated Order Limits from the change application.
WB2.8 Historic Environment Features Plan	[APP-013]	Revision A [EX4/WB2.8_A]	Update to the Order Limits.	To reflect updated Order Limits from the change application.
WB2.9 Important Hedgerows Plan	[APP-014]	Revision B [EX4/WB2.9_B]	Update to the Order Limits and resultant changes to hedgerows included within the remit of the powers set out in the DCO.	To reflect updated Order Limits from the change application.
WB2.11 Streets Plan	[REP1-002]	Revision [EX4/WB2.11_C]	Update to the Order Limits, and accordant movement of points. Addition of private street 10k-10p.	To reflect updated Order Limits from the change application.
WB3.1 Draft Development Consent Order	[REP3-006]	Revision E [EX4/WB3.1_E]	See Table 3.1 below.	See Table 3.1 below.
WB3.2 Draft Explanatory Memorandum	[REP2-007]	Revision C [EX4/WB3.2_C]	Updated to reflect various changes to the drafting of the DCO.	Updated to reflect various changes to the drafting of the DCO.
WB4.1 Statement of Reasons	[APP-019]	Revision B [EX4/WB4.1_B]	Update to plots altered or added by updates to the Order Limits. Appendix B updated to reflect the latest position in relation to negotiation of voluntary agreements with landowners.	Updated to reflect change application and the latest position on negotiations with affected landowners.
WB4.2 Funding Statement	[APP-020]	Revision B [EX4/WB4.1_B]	Description of changes to application and land reference assessment.	Updated to reflect change application.
WB4.3 Book of Reference	[REP3-008]	Revision E [EX4/WB4.3_E]	See Tables 4.1 and 5.1 below.	See Tables 4.1 and 5.1 below.
WB6.3.13.7 ES Appendix 13.7 Archaeological Mitigation WSI	[APP-122]	Revision A [EX4/WB6.3.13.7_A]	1. Updates to scheme description and to figures to reflect changes to Order Limits. 2. Amendments to various parts of the test of the WSI.	1. Updated to reflect change application. 2. To ensure consistency of approach with the WSI for the Cottam Solar Project [EN010133].
WB6.3.14.1 ES Appendix 14.1 Transport Assessment	[REP1-014]	Revision C [EX4/WB6.3.14.1_C]	Updates to figures and HGV tracking plans to reflect changes to Order Limits and resultant changes to access points. Appendix G passing bay plans added. Update to refer to the potential for a Joint CTMP to be produced by the schemes using	Updated to reflect change application and, in respect of the Joint CTMP, for consistency with the Transport Assessment for the Cottam Solar Project [EN010133].

Document Name	Submitted Document Reference	Revision and New Reference	Change	Reason for Change
			the Shared Cable Route Corridor (see section 10.9).	
WB6.3.14.2 ES Appendix 14.2 Construction Traffic Management Plan	[REP3-012]	Revision D [EX4/WB6.3.14.2_D]	<ol style="list-style-type: none"> Updates to figures and HGV tracking plans to reflect changes to Order Limits and resultant changes to access points. Inclusion of requirements for financial contributions to S278 works (see sections 3.6 to 3.9). Update to refer to the potential for a Joint CTMP to be produced by the schemes using the Shared Cable Route Corridor (see section 7.2). 	<ol style="list-style-type: none"> Updated to reflect change application. As requested by Lincolnshire County Council. To ensure consistency of approach with Cottam Solar Project [EN010133].
WB6.3.14.3 ES Appendix 14.3 Outline Public Rights of Way Management Plan	[REP3-014]	Revision D [EX4/WB6.3.14.3_D]	Updates to figures and plans at Appendices A and B.	Updated to reflect change application.
WB7.1 Outline Construction Environmental Management Plan	[REP3-018]	Revision C [EX4/WB7.1_C]	Updated text on noise from night-time working, and addition of requirement to be in contact with Anglian Water Services regarding works near their services (see tables 3.6 and 3.14).	To ensure consistency of approach with Cottam Solar Project [EN010133], following requests on that project from West Lindsey District Council and Anglian Water Services Limited respectively
WB7.3 Outline Landscape and Ecological Mitigation Plan	[REP3-028]	Revision D [EX4/WB7.3_D]	Update to the Appendix C: Hedgerow Removal Plans.	To reflect updated Order Limits from the change application.
WB7.4 Consents and Agreements Position Statement	[APP-312]	Revision A [EX4/WB7.4_A]	Updates to Table 1 and changes to wording of consents relating to flood risk and trade effluent.	In response to First Written Questions by the ExA (Q1.6.4) and to ensure consistency of approach with Cottam Solar Project [EN010133].
WB7.5 Planning Statement	[REP3-030]	Revision B [EX4/WB7.5_B]	<ol style="list-style-type: none"> Updates to policy positions on NPS throughout. Updates to planning benefits assessment in consideration of Scheme operation for 60 years. Updates to planning history (Appendices A and B). 	<ol style="list-style-type: none"> In response to adoption of NPSs for Energy in January 2024. In response to 60 year operational lifetime/ latest start date for decommissioning being set in dDCO. To ensure information is up to date on other local planning permissions.
WB7.10 Outline Skills, Supply Chain and Employment Plan	[APP-319]	Revision A [EX4/WB7.10_A]	Updates to text to reinforce commitments in the document, as requested by West Lindsey District Council.	To ensure consistency of approach with Cottam Solar Project [EN010133].
WB7.13 Concept Design Parameters and Principles	[REP3-020]	Revision C [EX4/WB7.13_C]	<ol style="list-style-type: none"> Update to separation of 400kV cable for a single circuit associated with Work No.5. Include perimeter fencing associated with Work No.5. 	<ol style="list-style-type: none"> Updated to reflect additional design information. To ensure consistency of approach with Cottam solar Project [EN010133].
WB7.14 Outline Operational Environmental Management Plan	[REP3-022]	Revision C [EX4/WB7.14_C]	<ol style="list-style-type: none"> To include a requirement for monitoring the effects of EMF associated with the cable crossing of the River Trent on fish populations (see table 3.3). Amendment to wording in respect of main rivers (see table 3.4). Updates relating to the Waste Management Strategy (see table 3.13). 	<ol style="list-style-type: none"> To reflect agreement with the Environment Agency as set out in the Statement of Commonality [EX4/WB8.1.11_C]. To ensure consistency of approach with Cottam Solar Project [EN010133]. As requested by Lincolnshire County Council.
WB7.15 Crossing Schedule	[AS-001]	Revision B [EX4/WB7.15_B]	<ol style="list-style-type: none"> Update to the Order Limits. Change of crossing HV_SK8281_001 from open cut to HDD. 	<ol style="list-style-type: none"> To reflect updated Order Limits from the change application. In response to request from the Canals and Rivers Trust.

Document Name	Submitted Document Reference	Revision and New Reference	Change	Reason for Change
WB8.1.8 Schedule of Changes	[REP3-039]	Revision C [EX4/WB8.1.8_C]	n/a	n/a
WB8.1.9 Report on the Interrelationships with other NSIP's	[REP2-010]	Revision [EX4/WB8.1.9_C]	Update in respect of Soils and Agriculture in Appendix E and an explanation in the main report.	In response to the ExA's request in the Rule 8 letter [PD-008] .
WB8.1.11 Statement of Commonality	[REP2-016]	Revision B [EX4/WB8.1.11_B]	Updates on progress of discussions with the parties the Applicant is seeking to (or has already agreed) Statements of Common Ground with.	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	[REP2-014]	Revision B [EX4/WB8.1.12_B]	Updates on progress.	In response to the ExA's request in the Rule 8 letter [PD-008] .
WB8.1.13 Schedule of Negotiations	[REP2-013]	Revision B [EX4/WB8.1.13_B]	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	[REP2-015]	Revision B [EX4/WB8.1.14_B]	Updates on progress.	In response to the ExA's request in the Rule 8 letter [PD-008] .

Table 2.6: Schedule of Changes Made at Deadline 5 (11 April 2024)

Document Name	Submitted Document Reference	Revision and New Reference	Change	Reason for Change
WB1.3 Guide to the Application	[REP4-002]	Revision G [EX5/WB1.3_G]	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 Works Plan	[REP4-008]	Revision E [EX5/WB2.3_E]	Sheet 2 – area of visibility splay for Access AC3/AC117 changed to Work No. 8B.	Updates to reflect changes to Streets Schedules in DCO and address any matters of consistency across the DCO application and examination documentation.
WB2.5 Access Plan	[REP4-012]	Revision C [EX5/WB2.5_C]	Annotation for access point AC114/AC115 amended.	Updates to reflect changes to Access Schedules in DCO and address any matters of consistency across the DCO application and examination documentation.
WB2.11 Streets Plan	[REP4-014]	Revision D [EX5/WB2.11_D]	Point 2d moved to include Access AC3/AC117 in relevant street powers.	Updates to reflect changes to Streets Schedules in DCO and address any matters of consistency across the DCO application and examination documentation.
WB3.1 Draft Development Consent Order	[REP4-024]	Revision F [EX5/WB3.1_F]	See Table 3.1 below.	See Table 3.1 below.
WB6.3.13.7 Archaeological Written Scheme of Investigation (WSI)	[REP4-034]	Revision B [EX5/WB6.3.13.7_B]	Updates commitments to watching brief and mitigation measures, including specific reference to measures secured through the CEMP.	To reflect comments provided by Lincolnshire's and Nottinghamshire's archaeological advisors, and action raised in Issue Specific Hearing 5.
WB6.3.14.3 Outline PRow Management Plan	[REP4-040]	Revision E [EX5/WB6.3.14.3_E]	Added commitment to consult with highway authority regarding temporary stopping up or diversions of PRowS	On request of LCC in comments made in response to updates to the Statement of Common Ground [EX5/WB8.3.1] .
WB7.13 Concept Design Parameters and Principles	[REP4-052]	Revision D [EX5/WB7.13_D]	Inclusion of designation of Design Champion and description of role and responsibilities.	On request of ExA in comments made in Issue Specific Hearing 5 [EX5/WB8.1.32] .
WB7.14 Outline Operational Environmental Management Plan	[REP4-054]	Revision D [EX5/WB7.14_D]	Inclusion of use of de-ionised water as only cleaning agent for panels.	In response to Question 2.2.4 in Examiner's Second Written Questions [PD-014] .
WB8.1.8 Schedule of Changes	[REP4-058]	Revision D [EX5/WB8.1.8_D]	n/a	n/a
WB8.1.11 Statement of Commonality	[REP4-061]	Revision C [EX5/WB8.1.11_C]	Updates to progress on Statements of Common Ground submitted at Deadline 5, and updates on draft commentary and correspondence between the Applicant and SoCG Parties.	In response to Question 2.1.3, 2.2.9, and 2.3.4 in Examiner's Second Written Questions [PD-014] .
WB8.2.5 Technical Note on Cumulative Effects of Additional Schemes	[REP4-069]	Revision A [EX5/WB8.2.5_A]	Updated to include assessment of likely cumulative effects from Fosse Green, Springwell, and Beacon Fen NSIPs.	On request of ExA at Issue Specific Hearing 5.
WB8.2.9 Without Prejudice Archaeological Written Scheme of Investigation	[REP4-075]	Revision A [EX5/WB8.2.9_A]	Updates commitments to watching brief and mitigation measures, including specific reference to measures secured through the CEMP.	To reflect comments provided by Lincolnshire's and Nottinghamshire's archaeological advisors, and action raised in Issue Specific Hearing 5.
WB8.3.2 West Lindsey District Council SoCG	[REP1-062]	Revision A [EX5/WB8.3.2_A]	Updated draft SoCG to show progression of matters discussed.	In response to Question 2.1.3 in Examiner's Second Written Questions [PD-014] .
WB8.3.5 The Environment Agency SoCG	[REP1-065]	Revision A [EX5/WB8.3.5_A]	Updated draft SoCG to show progression of matters discussed.	In response to Question 2.3.4 in Examiner's Second Written Questions [PD-014] .
WB8.3.7 Natural England SoCG	[REP1-067]	Revision A [EX5/WB8.3.7_A]	Updated SoCG to show completion of discussions and signing of agreed position between the Applicant and Natural England.	In response to Question 2.2.9 in Examiner's Second Written Questions [PD-014] .
WB8.3.8 Nottinghamshire CC	[REP1-068]	Revision A [EX5/WB8.3.8_A]	Updated draft SoCG to show progression of matters discussed.	In response to Question 2.1.3 in Examiner's Second Written Questions [PD-014] .

Document Name	Submitted Document Reference	Revision and New Reference	Change	Reason for Change
and Bassetlaw DC SoCG				

Table 2.7: Schedule of Changes Made at Deadline 6 (30 April 2024)

Document Name	Submitted Document Reference	Revision and New Reference	Change	Reason for Change
WB1.3 Guide to the Application	[REP5-092]	Revision H [EX6/WB1.3_H]	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	[REP4-006]	Revision D [EX6/WB2.2_D]	Update to amend reference typo from plot '10-138b' to '10-183b'.	On request of ExA at Issue Specific Hearing 5.
WB3.1 Draft Development Consent Order	[REP5-096]	Revision G [EX6/WB3.1_G]	See Table 3.1 below.	See Table 3.1 below.
WB3.2 Explanatory Memorandum	[REP4-026]	Revision D [EX6/WB3.2_D]	Updated to reflect various changes to the drafting of the DCO.	Updated to reflect various changes to the drafting of the DCO.
WB4.1 Statement of Reasons	[REP4-028]	Revision C [EX6/WB4.1_C]	Updates to document references. Appendix B updated to reflect the latest position in relation to negotiation of voluntary agreements with landowners.	Updated to include most recent document references and the latest position on negotiations with affected landowners.
WB4.3 Book of Reference	[REP4-032]	Revision F [EX6/WB4.3_F]	See Tables 4.1 and 5.1 below.	See Tables 4.1 and 5.1 below.
WB6.5 Environmental Statement Volume 4: Non-Technical Summary	[REP-032]	Revision B [EX6/WB6.5_B]	To update the operational life from 40 years to up to 60 years.	In response to Question 8 in the Examiner's Rule 17 letter [PD-017] .
WB7.1 Outline Construction Environmental Management Plan	[REP4-042]	Revision D [EX6/WB7.1_D]	To update the operational life from 40 years to up to 60 years.	In response to Question 8 in the Examiner's Rule 17 letter [PD-017] .
WB7.2 Outline Decommissioning Statement	[REP3-026]	Revision B [EX6/WB7.2_B]	To update the operational life from 40 years to up to 60 years.	In response to Question 8 in the Examiner's Rule 17 letter [PD-017] .
WB7.3 Outline Landscape and Ecological Management Plan	[REP4-044]	Revision E [EX6/WB7.3_B]	To update the operational life from 40 years to up to 60 years.	In response to Question 8 in the Examiner's Rule 17 letter [PD-017] .
WB7.5 Planning Statement	[REP4-048]	Revision C [EX6/WB7.5_C]	To update the cultural heritage policy appraisal.	For consistency with Stow Park Cultural Heritage Position Statement [REP5-027] .
WB7.9 Outline Battery Storage Safety Management Plan	[REP3-032]	Revision B [EX6/WB7.9_B]	To update the operational life from 40 years to up to 60 years.	In response to Question 8 in the Examiner's Rule 17 letter [PD-017] .
WB7.10 Outline Skills, Supply Chain and Employment Plan	[REP4-050]	Revision B [EX6/WB7.10_B]	To update the operational life from 40 years to up to 60 years.	In response to Question 8 in the Examiner's Rule 17 letter [PD-017] .
WB8.1.8 Schedule of Changes	[REP5-022]	Revision E [EX6/WB8.1.8_E]	n/a	n/a
WB8.1.9 Report on the Interrelationship with other NSIPs	[REP4-059]	Revision D [EX6/WB8.1.9_D]	Updated to ensure consistency with recent submission of DCO application for Tillbridge Solar.	In response to the ExA's request in the Rule 8 letter [PD-008] and to ensure consistency with the submissions for Tillbridge.
WB8.1.11 Statement of Commonality	[REP5-025]	Revision D [EX6/WB8.1.11_D]	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,	[REP4-053]	Revision C [EX6/WB8.1.12_C]	Updates on progress	In response to the ExA's request in the Rule 8 letter [PD-008] .

Document Name	Submitted Document Reference	Revision and New Reference	Change	Reason for Change
Temporary Possession, other land rights, and blight				
WB8.1.13 Schedule of Negotiations	[REP4-064]	Revision C [EX6/WB8.1.13_C]	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	[REP4-065]	Revision C [EX6/WB8.1.14_C]	Updates on progress	In response to the ExA's request in the Rule 8 letter [PD-008] .
WB8.3.1 Lincolnshire County Council Statement of Common Ground	[REP1-061]	Revision A [EX6/WB8.3.1_A]	Updated draft SoCG to show progression of matters discussed.	In response to the ExA's request in the Rule 8 letter [PD-008] .
WB8.3.2 West Lindsey District Council Statement of Common Ground	[REP5-045]	Revision B [EX6/WB8.3.2_B]	Updated draft SoCG to show progression of matters discussed.	In response to the ExA's request in the Rule 8 letter [PD-008] .
WB8.3.3 Historic England Statement of Common Ground	[REP1-063]	Revision A [EX6/WB8.3.3_A]	Provision of a signed version.	In response to the ExA's request in the Rule 8 letter [PD-008] .
WB8.3.5 Environment Agency Statement of Common Ground	[REP5-012]	Revision B [EX6/WB8.3.5_B]	Provision of a signed version.	In response to the ExA's request in the Rule 8 letter [PD-008] .
WB8.3.8 Nottinghamshire County Council and Bassetlaw District Council Statement of Common Ground	[REP5-089]	Revision B [EX6/WB8.3.8_B]	Provision of a signed version.	In response to the ExA's request in the Rule 8 letter [PD-008] .
WB8.3.9 Lincolnshire Wildlife Trust Statement of Common Ground	[REP1-069]	Revision A [EX6/WB8.3.9_A]	Provision of a signed version.	In response to the ExA's request in the Rule 8 letter [PD-008] .

Table 2.8: Schedule of Changes Made at Deadline 7 (8 May 2024)

Document Name	Submitted Document Reference	Revision and New Reference	Change	Reason for Change
WB1.3 Guide to the Application	[REP6-061]	Revision I [EX7/WB1.3_I]	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	[REP6-004]	Revision H [EX7/WB3.1_H]	See Table 3.1 below.	See Table 3.1 below.
WB6.3.14.2 Outline Construction Traffic Management Plan	[REP4-038]	Revision E [EX7/WB6.3.14.2_E]	Costs of procurement of Streetworks Permit added to Detailed Design section	At request of Lincolnshire County Council in their Deadline 6 representation [REP6-053] .
WB7.5 Planning Statement	[REP6-029]	Revision D [EX7/WB7.5_D]	To update the maximum potential carbon reduction as a result of an up to 60-year lifetime of the Scheme.	Typographical error (not updated at point of extension of operational life from 40 years to up to 60 years)
WB8.1.8 Schedule of Changes	[REP6-031]	Revision F [EX7/WB8.1.8_F]	n/a	n/a
WB8.2.5_B Technical Note on Cumulative Effects of Additional Schemes	REP5-030]	Revision B [EX7/WB8.2.5_B]	Updated to include assessment of likely cumulative effects from Steeple Renewable Project.	Consideration of new schemes in cumulative assessment following Steeple Renewable Project submission of a scoping report to the Planning Inspectorate in April 2024.
WB8.3.1 Lincolnshire County Council Statement of Common Ground	[REP6-007]	Revision B [EX7/WB8.3.1_B]	Provision of a signed version.	In response to the ExA's request in the Rule 8 letter [PD-008] .
WB8.3.2 West Lindsey District Council Statement of Common Ground	[REP6-009]	Revision C [EX7/WB8.3.2_C]	Provision of a signed version.	In response to the ExA's request in the Rule 8 letter [PD-008] .
WB8.3.6 Network Rail Statement of Common Ground	[REP1-066]	Revision A [EX7/WB8.3.6_A]	Provision of a signed version.	In response to the ExA's request in the Rule 8 letter [PD-008] .

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, as the Applicant was made aware of applications to modify the definitive map and statement that, if granted, could see new Public Rights of Way within the Order limits.</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-1C 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. 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	<p>Amended at the request of local authorities to be clear that consent may be in a form reasonably required by them. This enables the local authorities to require consent to</p>	<p>(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></p>	A

		be in the form of a s278 agreement, consistent with the Town and Country Planning Act planning process.		
Article 11 – Temporary prohibition or restriction of use of streets and public rights of way	Applicant	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 and also reflect drafting changes in other made DCOs.	<p>Temporary stopping up prohibition or restriction of use 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 (temporary prohibition or restriction of the use of 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 (temporary prohibition or restriction of 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 (temporary prohibition or restriction of 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 the use of 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>	A
Article 14(b) – Agreements with street authorities	Applicant	Removal of ‘stopping up’ of streets reflects that there is no power to permanently stop up streets included in the draft Order for the Scheme (only temporary prohibitions and restrictions).	(b) any stopping up prohibition, restriction, alteration or diversion of a street authorised by this Order;	A
Article 20(1)(b)	Applicant	Amendment of article 20 for clarity. This drafting has precedent in the Drax Power (Generating Stations) Order 2019.	<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 undertaking <u>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>	A
Article 23 – Private rights	Applicant	Amendments to ensure consistency between paragraphs	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—	A

		<p>(1) and (2), for when private rights will be extinguished or cease to have effect in relation to rights acquired compulsorily for the Scheme.</p> <p>Drafting removed to be consistent with recently made DCOs, to remove any uncertainty for a landowner as to when their rights may be extinguished/ceased.</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</u>; <u>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 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	<p>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>	<p>(b) in respect of Work No. 5B, the transferee or lessee is the undertaker as defined in the Cottam Solar Project Park Order or 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	<p>Amendments made to address concerns that all hedgerows listed in Schedule 13 could be removed. The same amendments had been made to the Cottam Solar Project Order in response to detailed discussion on this point at an Issue Specific Hearing.</p>	<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	<p>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>	<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) (4) 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.	(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.	A
Article 46 - Procedure in relation to certain approvals etc.	Applicant	Correction to align the timescales in article 46 with paragraph 2(3) of Schedule 17.	(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.	A
Article 49 - Crown rights	The Crown Estate	Amendments as requested by the Crown Estate to ensure that all Crown interests are protected.	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 <u>transferee, lessee or</u> 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> [...]	A
Schedule 1 - Authorised Development	Applicant	Correction and additional wording intended to provide clarity and be consistent with the description of works 'comprising all or any' of the works. 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.	The nationally significant infrastructure project comprises <u>up to three</u> 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— [...] [Wording added to Work Nos. 5A, 5B, 6A, 6B and 6C]	A
Schedule 2 - Requirements	Applicant	Various amendments to Requirements to reflect changes agreed with the relevant planning authorities on the Gate Burton DCO and the Cottom Solar Project, in order to ensure the Lincolnshire DCOs are consistent with each other. The amendments make it clear which relevant planning authority is the discharging authority for each requirement.	Interpretation 1. In this Schedule— “relevant planning authorities ” means West Lindsey District Council and Bassetlaw District Council, as applicable. <u>authority</u> ” means— (a) <u>Lincolnshire County Council for the purposes of—</u>) <u>Requirement 6 (battery safety management);</u>) <u>Requirement 11 (surface and foul water drainage);</u>) <u>Requirement 15 (construction traffic management plan);</u>) <u>Requirement 18 (public rights of way);</u>) <u>Requirement 19 (soils management); and</u> (b) <u>West Lindsey District Council and Bassetlaw District Council for the purposes of—</u>) <u>Requirement 3 (approved details and amendments to them);</u>) <u>Requirement 4 (community liaison group);</u>) <u>Requirement 5 (detailed design approval);</u>) <u>Requirement 7 (landscape and ecological management plan);</u>) <u>Requirement 8 (ecological protection and mitigation strategy);</u>) <u>Requirement 9 (biodiversity net gain);</u>) <u>Requirement 10 (fencing and other means of enclosure);</u>	A

		<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 HDD 5m under the River Trent, as agreed with the Canal & River Trust. The other amendments to Requirement 5 have been made to address comments raised by the relevant planning authorities.</p> <p>Requirement 6 has been amended at the request of the Health and Safety Executive and the relevant planning authorities.</p> <p>Requirement 7 has been amended to correct a number of inconsistencies and in response to a request from the Environment Agency to be a consultee. Requirement 7(4) has been added to address comments made by the relevant planning authorities and to clarify that the removal of any existing vegetation cannot be undertaken until the LEMP has been submitted and approved.</p> <p>Requirement 7, 13 and 14 have been amended in response to a request from the Environment Agency to be a consultee.</p> <p>Requirement 10 has been amended to address concerns raised by the relevant planning authorities and to clarify that the erection of any</p>	<p>)Requirement 13 (construction environmental management plan);)Requirement 14 (operational environmental management plan);)Requirement 16 (operational noise);)Requirement 20 (skills, supply chain and employment);)Requirement 21 (decommissioning and restoration); <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> <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— <u>(1) The undertaker may submit any amendments to any Approved Document 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 under this paragraph.</u> <u>(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.</u> <u>(3) 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. (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. (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— (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> 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> (2) The details submitted must accord with the concept design parameters and principles. (3) The authorised development must be carried out in accordance with the approved details. (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. (2) The battery storage safety management plan must be substantially in accordance with the outline battery storage safety management plan. (3) The relevant planning authority must consult with the Health and Safety Executive <u>West Lindsey District Council, Lincolnshire Fire and Rescue, Nottinghamshire Fire and Rescue</u></p>	
--	--	--	--	--

	<p>fencing cannot be undertaken until the details have been submitted and approved.</p> <p>Requirement 11(3) has been amended to make it clear that consultation will need to be undertaken with any successor to Anglian Water if applicable.</p> <p>Requirement 11(4) has been amended to ensure there is a consistent approach to the drafting relating to implementation across all of the requirements.</p> <p>Requirement 15 has been amended at the request of West Lindsey District Council to be a named consultee as the discharging authority is the county council.</p> <p>Requirement 20 has been amended at the request of Lincolnshire Country Council to be a named consultee as the discharging authority is the district council.</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. A consequential amendment has been made to Requirement 17.</p>	<p>Service and the Environment Agency before determining an application for approval of the battery storage safety management plan.</p> <p>(4) The battery storage 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, in consultation with the Environment Agency.</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) 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.</p> <p>Ecological protection and mitigation strategy</p> <p>8.—(1) No part of the authorised development may commence until a written ecological protection and mitigation strategy has been submitted to and approved by the relevant planning authority for that part or, where the phase falls within the administrative areas of multiple relevant planning authorities, each of the relevant planning authorities, in consultation with the Environment Agency.</p> <p>(2) The ecological protection and mitigation strategy must be substantially in accordance with the outline ecological protection and mitigation strategy.</p> <p>(3) The ecological protection and mitigation strategy must be implemented as approved.</p> <p>Biodiversity net gain</p> <p>9.—(1) No part of the authorised development may commence until a biodiversity net gain strategy has been submitted to and approved by the relevant planning authority, in consultation with the relevant statutory nature conservation body.</p> <p>(2) The biodiversity net gain strategy must be substantially in accordance with the outline landscape and ecological management plan and must be implemented as approved.</p> <p>Fencing and other means of enclosure</p> <p>10.—(1) No part of the authorised development may commence until written details of all proposed temporary fences, walls or other means of enclosure, including those set out in the construction environmental management plan, for that part have 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.</p> <p>(2) No part of the authorised development may commence until written details of all permanent fences, walls or other means of enclosure for that part have 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.</p> <p>(3) For the purposes of sub-paragraph (1), “commence” includes any permitted preliminary works.</p> <p>(4) (2)The written details provided under sub-paragraph (2) must be substantially in accordance with the relevant concept design parameters and principles.</p> <p>(5) Any construction site must remain securely fenced in accordance with the approved details under sub-paragraph (1) or (2) at all times during construction of the authorised development.</p> <p>(6) Any temporary fencing must be removed on completion of the part of construction of the authorised development for which it was used.</p> <p>(7) (3)Any approved permanent fencing for a part of the authorised development must be completed before the date of final commissioning in respect of that part.</p> <p>Surface and foul water drainage</p> <p>11.—(1) No part of the authorised development may commence until written details of the surface water drainage scheme and (if any) foul water drainage system for that part have 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.</p> <p>(2) The written details under sub-paragraph (1) must be substantially in accordance with the outline drainage strategy.</p> <p>(3) Before approving the written details under sub-paragraph (1) the relevant planning authority must consult with Anglian Water Services Limited or its successor in function as the relevant water undertaker.</p> <p>(4) Any approved scheme must be implemented as approved and maintained throughout the construction and operation of the development.</p>	
--	--	---	--

			<p>Archaeology</p> <p>12. 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> <p>(2) The operational environmental management plan must be substantially in accordance with the outline operational environmental management plan.</p> <p>(3) The operational environmental management plan must be implemented as approved.</p> <p>Construction traffic management plan</p> <p>15.—(1) No part of the authorised development may commence until a construction traffic 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</p> <p>(2) The construction traffic management plan must be substantially in accordance with the outline construction traffic management plan.</p> <p>(3) Before approving the construction traffic management plan the relevant planning authority must consult with the relevant highway authority and West Lindsey District Council and in respect of Work No. 1C with Network Rail.</p> <p>(4) All construction works associated with the authorised development must be carried out in accordance with the approved construction traffic management plan.</p> <p>Operational noise</p> <p>16.—(1) No part of Work Nos. 1, 2, or 3 may commence until an operational noise assessment containing details of how the design of that numbered work has incorporated the operational mitigation measures set out in Section 15.6 of Chapter 15 of the environmental statement for that part has been submitted to and approved by the relevant planning authority.</p> <p>(2) The design as described in the operational noise assessment must be implemented as approved.</p> <p>Permissive paths</p> <p>17.—(1) Work No. 11 must be provided and open to the public prior to the date of final commissioning of Work No. 1B.</p> <p>(2) The permissive path must be maintained and access by the public permitted for 364 days a year except where closure is required for maintenance or in an emergency until commencement the date of decommissioning of the authorised development pursuant to requirement 21.</p> <p>Public rights of way</p> <p>18.—(1) No part of the authorised development may commence until a public rights of way management plan for any sections of public rights of way shown to be temporarily closed on the public rights of way 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.</p> <p>(2) The public rights of way management plan must be substantially in accordance with the outline public rights of way management plan.</p> <p>(3) Before approving the public rights of way management plan the relevant planning authority must consult with the relevant highway authority.</p> <p>(4) The public rights of way management plan must be implemented as approved.</p> <p>Soils management</p> <p>19.—(1) No part of the authorised development may commence until a soils resource soil management plan for that part has been submitted to and approved by the relevant planning</p>	
--	--	--	--	--

			<p>authority or, where the part falls within the administrative areas of multiple planning authorities, each of the relevant planning authorities.</p> <p>(2) Any soils resource <u>The soil</u> management plan submitted in accordance with this paragraph must be substantially in accordance with the outline soils resource <u>soil</u> management plan as relevant to the activities to which it relates.</p> <p>(3) The soils resource <u>soil</u> management plan must be implemented as approved.</p> <p>Skills, supply chain and employment</p> <p>20.—(1) No part of the authorised development may commence until a skills, supply chain and employment plan in relation to that part 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 planning authorities, each of the relevant planning authorities, <u>in consultation with Lincolnshire County Council</u>.</p> <p>(2) The skills, supply chain and employment plan must be substantially in accordance with the outline skills, supply chain and employment plan.</p> <p>(3) Any plan under this paragraph must identify opportunities for individuals and businesses to access employment and supply chain opportunities associated with that part of the authorised development and the means for publicising such opportunities.</p> <p>(4) The skills, supply chain and employment plan must be implemented as approved.</p> <p>Decommissioning and restoration</p> <p>21.—(1) <u>The date of decommissioning must be no later than 60 years following the date of final decommissioning.</u></p> <p>(2) 21. 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 intends to decommission any part of the authorised development, the undertaker must submit to the relevant planning authority for that part a decommissioning plan for approval. <u>the undertaker must notify the relevant planning authority of the intended date of decommissioning for that part of the authorised development.</u></p> <p>(3) Unless otherwise agreed with the relevant planning authority, within 12 months of 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.</p> <p>(4) (4) Where the undertaker decides to decommission a part of the authorised development that falls within the administrative areas of multiple planning authorities, the decommissioning environmental management plan must be submitted to each relevant planning authority and the approval of all relevant planning authorities is required for the purposes of this paragraph.</p> <p>(5) (2) The decommissioning plan must be substantially in accordance with the outline decommissioning statement <u>and must include a timetable for its implementation.</u></p> <p>(6) (3) No decommissioning works must be carried out until the relevant planning authority has approved the decommissioning plan submitted in relation to those works, <u>in consultation with the Environment Agency.</u></p> <p>(7) (4) The decommissioning plan must be implemented as approved.</p> <p>(8) (5) This requirement is without prejudice to any other consents or permissions that may be required to decommission any part of the authorised development.</p>	
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</u> TO BE TEMPORARILY STOPPED UP</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</u> TO BE TEMPORARILY STOPPED UP AND DIVERTED WITH DIVERSION</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</u> TO BE TEMPORARILY STOPPED UP</p>	A
Schedule 7 – Access to Works	Applicant	Correction. Access AC104 has been removed to reflect	[All instances of “access to works plan” changed to “access plan”]	A

		its removal from the updated Access Plan provided at Deadline 1.		
Schedule 9 – Deemed Marine Licence Under the 2009 Act – Part 1 – Licensed Marine Activities	Applicant	Corrections to typographical errors.	<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 <u>or</u> 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 Plans to be Certified	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
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 p <u>P</u> art 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	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

Internal Drainage Boards				
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 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 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 at the request of the relevant planning authorities. The amendments provide for a longer period of time to	<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>	A

	<p>approve all applications to discharge requirements (rather than just in respect of Requirement 5). The timeframes in other provisions have also been increased in response to comments from the relevant planning authorities.</p> <p>Provisions relating to the payment of fees for an application to discharge any of the requirements has also been included in response to comments from the relevant planning authorities.</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 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 (2) <u>(2) and (3)</u> 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 (2) <u>(2) or (3)</u> and is accompanied by a report pursuant to sub-paragraph (3) <u>(5)</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>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) <u>2(6)</u>;</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</p>	
--	--	--	--

		<p>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 written representations to the appointed person within 10 working days of the specified date, but otherwise the process and time limits set out in sub-paragraphs (c) to (e) of sub-paragraph (2) apply.</p> <p>(5) The appointed person may—</p> <p>(a) allow or dismiss the appeal; or</p> <p>(b) reverse or vary any part of the decision of the relevant planning authority (whether the appeal relates to that part of it or not),</p> <p>and may deal with the application as if it had been made to them in the first instance.</p> <p>(6) The appointed person may proceed to a decision on an appeal taking into account only such written representations as have been sent within the relevant time limits.</p> <p>(7) The appointed person may proceed to a decision even though no written representations have been made within the relevant time limits, if it appears to them that there is sufficient material to enable a decision to be made on the merits of the case.</p> <p>(8) The decision of the appointed person on an appeal is to be final and binding on the parties, unless proceedings are brought by a claim for judicial review.</p> <p>(9) If an approval is given by the appointed person pursuant to this Schedule, it is to be deemed to be an approval for the purpose of Schedule 2 (requirements) as if it had been given by the relevant planning authority. The relevant planning authority may confirm any determination given by the appointed person in identical form in writing but a failure to give such confirmation (or a failure to give it in identical form) is not to be taken to affect or invalidate the effect of the appointed person’s determination.</p> <p>(10) Save where a direction is given pursuant to sub-paragraph (11) requiring the costs of the appointed person to be paid by the relevant planning authority, the reasonable costs of the appointed person must be met by the undertaker.</p> <p>(11) On application by the relevant planning authority or the undertaker, the appointed person may give directions as to the costs of the appeal parties and as to the parties by whom the costs of the appeal are to be paid. In considering whether to make any such direction and the terms on which it is to be made, the appointed person must have regard to advice on planning appeals and award costs published in Planning Practice Guidance: Appeals (March 2014) or any circular or guidance which may from time to time replace it.</p> <p><u>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 and Site Visits) (England) Regulations 2012 (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.</u></p> <p><u>(2) Any fee paid under this Schedule must be refunded to the undertaker within four weeks of—</u></p> <p>(a) <u>the application being rejected as invalidly made; or</u></p> <p>(b) <u>the relevant planning authority failing to determine the application within the relevant period in paragraph 2(2) or 2(3) unless—</u></p>	
--	--	---	--

			<p>)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>)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>	
Preamble	Applicant	Correction	The Secretary of State, in exercise of the powers conferred by sections 114(g), 115(h), 120(i), 122(j), and 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 of 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 the examination of the project known as Tillbridge Solar Project and given the reference number EN010142 by the Planning Inspectorate;	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	<p>Work No. 2— an energy storage facility comprising—</p> <p>(a) battery energy storage cells with automatic fire suppression system or dry pipe sprinkler system;</p> <p>[...]</p>	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. The 10 week timeframe matches the timescale for the discharge of requirements in Schedule 17.	<p>Decommissioning and restoration</p> <p>21.—(1) The date of decommissioning must be no later than 60 years following the date of final decommissioning commissioning.</p> <p>(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.</p> <p>(3) Unless otherwise agreed with the relevant planning authority, within 12 months no later than ten weeks prior 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.</p>	B
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 17 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>(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)—</p> <p>(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</p> <p>(b) written notice of the transfer or grant must be given to National Grid on or before the date of that transfer or grant.</p> <p>(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)).</p>	B

		<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 includes any associated development authorised by the Order and for the purposes of this Part of this Schedule must include includes the use and maintenance of the authorised development works and construction of any works authorised by this Schedule;</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 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>[...]</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: construct, use, repair, alter, inspect, renew or remove the apparatus;</p> <p>“National Grid” means National Grid Electricity Transmission PLC Plc (Company No. 2366977366977) 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> <p>“NGESO” means as defined in the STC;</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> <ul style="list-style-type: none"> (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; or (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 (c) includes in relation to any electricity apparatus any activity that is any of the activities that are referred to in development near overhead lines EN43-8 and HSE’s guidance note 6 “Avoidance of Danger from Overhead Lines.”; <p>“STC” means the System Operator Transmission Owner Code; and</p> <p>“Transmission Owner” means as defined in the STC.</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>Apparatus of National Grid in streets subject to temporary prohibition or restriction of use <u>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 or public right of way 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 public right of way 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 <u>is</u> at liberty at all times to take all necessary access across any such street and/or <u>or public right of way and</u> 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>Protective works to buildings</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>Acquisition of land</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) (4)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 <u>will</u> 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 <u>are</u> not <u>to</u> be taken to constitute agreement under sub-paragraph (1).</p> <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</u> <u>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 <u>does</u> not extend to the requirement for National Grid to use its compulsory purchase powers to this end unless it elects to so do <u>do so</u>.</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> <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) <u>(4)</u>—</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 <u>executed under paragraphs (2) or (3) must</u> 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)) (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</p>
--	--	--	---

			<p>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 <u>EN43-8</u> 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, 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, <u>is determined</u> by arbitration in accordance with article 42 (arbitration) of this Order to paragraph 32 to not 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 under this Part of this Schedule or any subsidence resulting from any of these 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 the authorised development) or property of National Grid, or there is any interruption in any service provided, or in the supply of any goods, by National Grid, or National Grid becomes liable to pay any amount to any third party, the undertaker will—</p> <p>(a) bear and pay on demand accompanied by an invoice or claim from National Grid the cost reasonably and properly incurred by National Grid in making good such damage or restoring the supply; and</p> <p>(b) indemnify National Grid for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Grid, by reason or in consequence of any such damage or interruption or National Grid becoming liable to any third party other than arising from any default by National Grid.</p> <p>(2) The fact that any act or thing may have been done by National Grid on behalf of the undertaker or in accordance with a plan approved by National Grid or in accordance with any requirement of National Grid as a consequence of the authorised development or under</p>
--	--	--	---

			<p>its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (2) where the undertaker unless National Grid 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 <u>in writing</u> between the undertaker and National Grid.</p> <p>(3) Nothing in sub-paragraph (1) shall impose <u>imposes</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 or default of National Grid, its officers, servants, contractors or agents;</p> <p>(b) any authorised development and/or any other works authorised by this Part of this Schedule carried out by National Grid as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the 2008 Act or article 34 (35 <u>(consent to transfer the</u> benefit of the Order) of the Order subject to the proviso that once such works become apparatus (“new apparatus”), any works authorised development yet to be executed and not falling within this sub-paragraph (3) paragraph (b) will be subject to the full terms of this Part of this Schedule including this paragraph 28 in respect of such new apparatus; 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>	
<p>Schedule 16 – Protective Provisions – Part 4 – Protection of National Grid Electricity Distribution (East Midlands) plc</p>	<p>Applicant and National Grid Electricity Distribution (East Midlands) Plc (NGED)</p>	<p>Various amendments to the Protective Provisions reflect ongoing negotiations with National Grid.</p>	<p>Interpretation</p> <p>35. In this Part of this Schedule—</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>B</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 —, after the acquisition by or grant</p>
--	--	--	--

		<p>to NGED of any such facilities and alternative rights as are referred to in sub-paragraphs (2) to (6), 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>[...]</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 must 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 must 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</p>
--	--	---

			<p>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 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, demands, 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>(including transformed rectifiers and any associated groundbeds or cables), cables, marker posts, block valves, hydrogen above ground insrtallations</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><u>“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 <u>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 eontamination or other adverse ground condition, the receipt and erection of eonstruction 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</p>	<p>B</p>

			<p>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 extent of ground subsidence which, if exceeded, requires <u>must require</u> the undertaker to submit for Cadent’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” have effect as if Cadent’s existing apparatus was authorised development and as if the term maintain includes protect and use;</p> <p><u>“maintain” and “maintenance” will include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of Cadent including retain, lay, construct, inspect, maintain, protect, use, access, enlarge, replace, renew, remove, decommission or render unusable or remove the apparatus;</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 <u>to</u> properly and sufficiently to describe and assess the works to be executed;</p> <p>“rights” includes <u>rights and</u> restrictive covenants and, <u>and</u> in relation to decommissioned apparatus, the surrender of rights, release of liabilities and transfer of decommissioned apparatus; and</p> <p>“specified works” means any part of the authorised development works or activities (including maintenance) undertaken in association with the authorised development works 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 sub-paragraph 23(2)(3) or otherwise; or</p> <p>(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under sub-paragraph 23(2)(3) or otherwise; and</p> <p><u>(c) include any of the activities that are referred to in CD/SP/SSW/22 (Cadent’s policies for safe wording in the vicinity of Cadent’s Assets).</u></p> <p>On street apparatus</p> <p>63.—(1) Except for—</p> <p><u>(a) paragraph 64 (apparatus of Cadent in stopped up streets);</u></p> <p><u>(b) paragraph 67 (removal of apparatus) insofar as sub-paragraph (2) applies;</u></p> <p><u>(c) paragraph 68 (facilities and rights for alternative apparatus) insofar as sub-paragraph (2) applies;</u></p> <p><u>(d) paragraph 69 (retained apparatus: protection of Cadent);</u></p> <p><u>(e) paragraph 70 (expenses); and</u></p> <p><u>(f) paragraph 71 (indemnity).</u></p> <p>—63. 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><u>(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.</u></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>64.—(1) Notwithstanding the temporary alteration prohibition, diversion or restriction of use of any street-highway 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 restricted or prohibited highway or to execute and do all such works and things in, upon or under any such street-highway as it would have been entitled to do immediately before such temporary alteration prohibition, 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-highway.</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> <p>Protective works to buildings</p> <p>65.—(1) The undertaker must exercise, in the case of the powers conferred by article 18 (protective works 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 Cadent and, if by reason of the exercise of those powers any damage to any apparatus (such consent not to be unreasonably withheld or delayed), other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of Cadent or any interruption in the supply of gas by Cadent in making good such damage or restoring the supply; and, subject to sub-paragraph (2), will—</p> <p><u>(a) pay compensation to Cadent for any loss sustained by it; and</u></p> <p><u>(b) indemnify Cadent against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by Cadent, by reason of any such damage or interruption.</u></p> <p><u>(2) Nothing in this paragraph imposes any liability on the undertaker with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or default of Cadent or its contractors or workers; 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 <u>land</u> 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 <u>are</u> 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 <u>is will</u> 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 facilities</u> 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<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> <p>(b) subsequently for the maintenance of that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus); and</p> <p>(c) to allow access to that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus).</p> <p>(3) If 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, Cadent must<u>may</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 in obtaining the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation does will not extend to the requirement for Cadent to use its compulsory purchase powers to this end unless it (in its absolute discretion) elects to so do.</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 Cadent and the undertaker.</p> <p>(5) Cadent must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to Cadent of such facilities and rights as are referred to in sub-paragraph (2) or (3) <u>have been afforded to Cadent to its satisfaction</u>, then proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to decommission or remove any apparatus required by the undertaker to be decommissioned or removed under the provisions of this Part of this Schedule.</p> <p>Facilities and rights for alternative apparatus</p> <p>68.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for Cadent facilities and rights in land for the access to, construction and maintenance of alternative apparatus in substitution for apparatus to be decommissioned or removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Cadent and must be no 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 unless otherwise agreed by Cadent.</p> <p>(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 <u>(in Cadent’s opinion, acting reasonably)</u>, then the terms and conditions to which those facilities and rights are subject may in the matter will be referred to arbitration in accordance with paragraph 75 of this Part of this Schedule and the arbitrator must 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.</p> <p>Retained apparatus: protection of Cadent</p> <p>69.—(1) Not less than 56 days (or such time period as may be agreed in writing between Cadent and the undertaker) before the commencement of any specified works the undertaker</p>
--	--	--	---

			<p>must submit to Cadent a plan and, if reasonably required by Cadent, a ground monitoring scheme in respect of those works.</p> <p>(2) The plan to be submitted to Cadent under sub-paragraph (1) must include a method statement which describes— <u>and describe—</u></p> <p>(a) the exact position of the works;</p> <p>(b) the level at which these are proposed to be constructed or renewed;</p> <p>(c) the manner of their construction or renewal including details of excavation, positioning of plant etc.;</p> <p>(d) the position of all apparatus;</p> <p>(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; 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 <u>required</u> 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) <u>and (and ground monitoring scheme if required), 2) or, as relevant, sub-paragraph (4)</u> 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> <p>(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 days of submission of a plan pursuant to sub-paragraph (1).</p> <p>(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days (unless otherwise agreed in writing by Cadent and the undertaker) before commencing the execution of the specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.</p> <p><u>(10) 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 Cadent notice as soon as is reasonably practicable and a plan of those works and must comply with—</u></p> <p><u>(a) the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances; 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 works as are referred to in this Part of this Schedule 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 in the 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>, 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 payable to Cadent by virtue of sub-paragraph (1) is to will be reduced by the amount of that excess, <u>save where it is not possible or appropriate in the circumstances (including due to statutory or regulatory changes) 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</u>.</p> <p>(4) For the purposes of sub-paragraph (3)—</p> <p>(a) an extension of apparatus to a length greater than the length of existing apparatus is will not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and</p> <p>(b) where the provision of a joint in a <u>pipe or</u> cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to will 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 Cadent in respect of works by virtue of sub-paragraph (1) will, 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 Cadent any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.</p> <p>Indemnity</p> <p>71.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part of this Schedule (including without limitation relocation, diversion, decommissioning, construction and maintenance of apparatus or alternative apparatus) or in consequence of the construction, use, maintenance or failure of any of the authorised development (including works carried out under article 18 (protective works to buildings)) works 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 the undertaker <u>it</u>) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these 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 the authorised development <u>works</u>) or property of Cadent, or there is any interruption in any service provided, or in the supply of any goods,</p>	
--	--	--	--	--

		<p>by Cadent, or Cadent becomes liable to pay any amount to any third party, the undertaker will—</p> <p>(a) bear and pay on demand accompanied by an invoice or claim from Cadent, the cost reasonably incurred by Cadent in making good such damage or restoring the supply; and</p> <p>(b) indemnify Cadent for any other expenses, loss, demands, proceedings, damages, claims, penalty, or costs properly incurred by — 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 <u>development 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 <u>development 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 <u>development works</u> and taking into account the need to ensure the safe and efficient operation of Cadent’s undertaking and Cadent must <u>will</u> 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</p>
--	--	---

			Limited Plant Protection at by e-mail to plantprotection@cadentgas.com copied by e-mail to vicky.eashman@cadentgas.com landservices@cadentgas.com 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.	
Schedule 14 – Protective Provisions – Part 9 – Environment Agency	Applicant and Environment Agency	Various amendments to the Protective Provisions reflect ongoing negotiations with the Environment Agency.	<p>[...]</p> <p>103 (4) 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 flood defence <u>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-remote 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>(i) (iv) affect the flow, purity or quality of water in any main river <u>or other surface waters</u>;</p> <p>(ii) (v) cause obstruction to the free passage of fish or damage to any fishery;</p> <p>(iii) (vi) affect the conservation, distribution or use of water resources; or</p> <p>(iv) (vii) affect the conservation value of the main river and habitats in its immediate vicinity; or which involves—</p> <p>(d) (b) an activity that includes dredging, raising or taking of any sand, silt, ballast, clay, gravel or other materials from or off the bed or banks-banks of a drainage work (or causing such materials to be dredges dredged, raised or taken), including hydrodynamic dredging or desilting; and</p> <p>(e) (e) 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>104 103.—(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 143 114.</p> <p>Any approval of the Agency required under this paragraph—</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 <u>for nature conservation</u> 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 <u>refusal</u>.</p> <p>Timing of Construction of protective works and service of notices</p> <p>105 104.—(1) Without limiting paragraph 103 104, 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</p>	B

			<p>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— to safeguard any drainage work against damage; or to secure that its efficiency for flood defence purposes is not impaired and that the risk of flooding is not otherwise increased, by reason of any specified work. [...]</p> <p>Free passage of fish</p> <p>111.110.—(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. (2) If by reason of— (a) the construction of any specified work; or (b) the failure of any such work, 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. (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 <u>is</u> recoverable from the undertaker. (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>113. [...] “claims” and “demands” include as applicable— (a) costs (within the meaning <u>in of this</u> sub-paragraph (2)) incurred in connection with any claim or demand; and (b) any interest element of sums claimed or demanded; and [...]</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 <u>otherwise</u> agreed in writing between the undertaker and Network Rail and, in the case of paragraph 128-129 of this Part of this Schedule any other person on whom rights or obligations are conferred by that paragraph. [...]</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>136. In relation to any <u>Any</u> 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 <u>arbitration</u> in accordance with <u>article 42 and</u> 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 Solar Project Limited	Applicant	Correction	All references to ‘Cottam Work No. 6’ amended to ‘Cottam Work No. 6B’.	B
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	<p>[...]</p> <p>168. [...]</p> <p>(2) [...]</p>	B

	<p>negotiations with the Canal & River Trust.</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; and</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 <u>article 30 (temporary use of land for maintaining the authorised development) 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 <u>(56)</u> 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> <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 <u>disapproval</u> of those plans and the grounds of his <u>disapproval</u>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>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 <u>any</u> 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>(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 <u>the</u> date by which this is to be paid. [...]</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 Accordanee <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>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])</u> pounds 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><u>FOR THE PROTECTION OF LINCOLNSHIRE FIRE & RESCUE SERVICE</u></p> <p><u>187. 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.</u></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 ger diem from the first day following the first year of operation of the authorised</u></p>	B

			<p><u>development, to the date of 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>	
Schedule 14 – Part 17 – Tillbridge Solar Project Limited	Applicant and Tillbridge Solar Project Limited	Protective provisions included for the benefit of Tillbridge Solar Limited as the fourth solar project that will utilise the shared cable route corridor.	<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: 40px;"><u>(a) within the Tillbridge Work No. [] Area;</u></p> <p style="padding-left: 40px;"><u>(b) in, on, under, over or within 25 metres of the Tillbridge Work No. [] Area or any apparatus; or</u></p> <p style="padding-left: 40px;"><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.</u></p>	B

		<p><u>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><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</u></p>	
--	--	--	--

			<p>a statutory compensation scheme without first consulting the undertaker and considering its representations.</p> <p>(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.</p> <p>(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.</p> <p>207. Any dispute arising between the undertaker and Tillbridge under this Part must be determined by arbitration under article 42.</p>	
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) <u>(3)</u> 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>and (3)</u>, 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) <u>(4)</u> Any application made to the relevant planning authority pursuant to sub-paragraph (2) <u>and (3)</u> 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) <u>(5)</u> 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 <u>Requests</u> and Site Visits) (England) Regulations 2012⁽¹⁾ (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>	B

⁽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.](#)

			<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>				
Article 2(1) - Definitions	Applicant and Examining Authority (ExA)	<p>Corrections.</p> <p>The definition of “authorised development” has been amended in response to a question by the ExA to be consistent with the Cottam Solar Project draft DCO and the Longfield Solar Farm Order 2023.</p>	<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
Schedule 6 – Streets and Public Rights of Way – Part 1 – Temporary Prohibition or Restriction of the Use of Streets	Applicant	<p>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.</p>	(1) Area	(2) Street	(2) Street	(3) Measure	C
			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	Temporarily closed to all traffic save for traffic				

					9m and 9n and coloured green on sheet 9 of the streets to be stopped up plan	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.	<p>[Not reproduced]</p> <p>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 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. 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]. Access 109 has also been removed from Schedule 7 in accordance with the Addendum [REP1-074].</p>				C
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)[...]</p> <p>“condition” means a condition in Part 2 of this licence;</p> <p>[...]</p> <p>“enforcement officer” means a person authorised to carry out enforcement duties under Chapter 3 of Part 4 (marine licensing) of the 2009 Act;</p> <p>[...]</p> <p>“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;</p> <p>[...]</p> <p>“Work No. 6B5A and 5B” means the work-works of that description in Schedule 1 of the Order; and</p> <p>“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	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>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	Applicant	Corrections to the Work Nos and description of relevant licensed marine activities to	<p>Details of licensed marine activities</p> <p>3.—(1) [...]</p>				C

<p>Marine Activities – paragraph 3 – Details of licensed marine activities</p>		<p>match the description in Schedule 1 of the relevant Work Nos.</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 <u>and decommissioning</u> 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. 6B-5A and 5B, which are located within the area of the River Trent bounded by the coordinates specified in paragraph 4.</p>																																																																																																																												
<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 NoNos. 6B-5A and 5B are specified below—</p> <table border="1" data-bbox="852 789 1818 2178"> <thead> <tr> <th><i>Work area</i></th> <th><i>Easting</i></th> <th><i>Northing</i></th> </tr> </thead> <tbody> <tr> <td>[TBC]5A</td> <td>[TBC]483080.1</td> <td>[TBC]381109.5</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> <tr> <td><u>5A</u></td> <td><u>483176.7</u></td> <td><u>381103</u></td> </tr> <tr> <td><u>5A</u></td> <td><u>483183.2</u></td> <td><u>381102.8</u></td> </tr> <tr> <td><u>5A</u></td> <td><u>483181.7</u></td> <td><u>381102.7</u></td> </tr> <tr> <td><u>5A</u></td> <td><u>483182.2</u></td> <td><u>381101.8</u></td> </tr> <tr> <td><u>5A</u></td> <td><u>483181.4</u></td> <td><u>381101.5</u></td> </tr> <tr> <td><u>5A</u></td> <td><u>483176.7</u></td> <td><u>381101.4</u></td> </tr> <tr> <td><u>5A</u></td> <td><u>483174.9</u></td> <td><u>381100</u></td> </tr> <tr> <td><u>5A</u></td> <td><u>483168.9</u></td> <td><u>381087</u></td> </tr> <tr> <td><u>5A</u></td> <td><u>483073.9</u></td> <td><u>381085.1</u></td> </tr> <tr> <td><u>5A</u></td> <td><u>483167.1</u></td> <td><u>381084.4</u></td> </tr> <tr> <td><u>5A</u></td> <td><u>483166.1</u></td> <td><u>381080.8</u></td> </tr> <tr> <td><u>5A</u></td> <td><u>483162.1</u></td> <td><u>381070.6</u></td> </tr> <tr> <td><u>5A</u></td> <td><u>483068.5</u></td> <td><u>381056.7</u></td> </tr> <tr> <td><u>5A</u></td> <td><u>483157.9</u></td> <td><u>381054.1</u></td> </tr> <tr> <td><u>5A</u></td> <td><u>483068</u></td> <td><u>381049.7</u></td> </tr> <tr> <td><u>5A</u></td> <td><u>483067</u></td> <td><u>381044.6</u></td> </tr> <tr> <td><u>5B</u></td> <td><u>483157.9</u></td> <td><u>381054.1</u></td> </tr> <tr> <td><u>5B</u></td> <td><u>483156.4</u></td> <td><u>381047.7</u></td> </tr> <tr> <td><u>5B</u></td> <td><u>483067</u></td> <td><u>381044.6</u></td> </tr> <tr> <td><u>5B</u></td> <td><u>483155</u></td> <td><u>381040.3</u></td> </tr> <tr> <td><u>5B</u></td> <td><u>483066.1</u></td> <td><u>381038.5</u></td> </tr> <tr> <td><u>5B</u></td> <td><u>483152.8</u></td> <td><u>381022.7</u></td> </tr> <tr> <td><u>5B</u></td> <td><u>483152.5</u></td> <td><u>381016.9</u></td> </tr> <tr> <td><u>5B</u></td> <td><u>483063.4</u></td> <td><u>381006.1</u></td> </tr> <tr> <td><u>5B</u></td> <td><u>483152.5</u></td> <td><u>381000</u></td> </tr> <tr> <td><u>5B</u></td> <td><u>483062.6</u></td> <td><u>381000</u></td> </tr> <tr> <td><u>5B</u></td> <td><u>483062</u></td> <td><u>380983.3</u></td> </tr> <tr> <td><u>5B</u></td> <td><u>483156.7</u></td> <td><u>380970.3</u></td> </tr> <tr> <td><u>5B</u></td> <td><u>483154.8</u></td> <td><u>380959.6</u></td> </tr> <tr> <td><u>5B</u></td> <td><u>483152.1</u></td> <td><u>380950</u></td> </tr> <tr> <td><u>5B</u></td> <td><u>483151.1</u></td> <td><u>380937.2</u></td> </tr> <tr> <td><u>5B</u></td> <td><u>483062.5</u></td> <td><u>380930.5</u></td> </tr> <tr> <td><u>5B</u></td> <td><u>483151.1</u></td> <td><u>380927.4</u></td> </tr> <tr> <td><u>5B</u></td> <td><u>483152.1</u></td> <td><u>380903.1</u></td> </tr> <tr> <td><u>5B</u></td> <td><u>483064.7</u></td> <td><u>380894</u></td> </tr> </tbody> </table> <p>(2) The coordinates in sub-paragraph (1) are defined in accordance with reference system WGS84 – World Geodetic System 1984.</p>	<i>Work area</i>	<i>Easting</i>	<i>Northing</i>	[TBC]5A	[TBC]483080.1	[TBC]381109.5	<u>5A</u>	<u>483080.1</u>	<u>381109.5</u>	<u>5A</u>	<u>483176.8</u>	<u>381103.3</u>	<u>5A</u>	<u>483177.9</u>	<u>381103.2</u>	<u>5A</u>	<u>483180.6</u>	<u>381103</u>	<u>5A</u>	<u>483176.7</u>	<u>381103</u>	<u>5A</u>	<u>483183.2</u>	<u>381102.8</u>	<u>5A</u>	<u>483181.7</u>	<u>381102.7</u>	<u>5A</u>	<u>483182.2</u>	<u>381101.8</u>	<u>5A</u>	<u>483181.4</u>	<u>381101.5</u>	<u>5A</u>	<u>483176.7</u>	<u>381101.4</u>	<u>5A</u>	<u>483174.9</u>	<u>381100</u>	<u>5A</u>	<u>483168.9</u>	<u>381087</u>	<u>5A</u>	<u>483073.9</u>	<u>381085.1</u>	<u>5A</u>	<u>483167.1</u>	<u>381084.4</u>	<u>5A</u>	<u>483166.1</u>	<u>381080.8</u>	<u>5A</u>	<u>483162.1</u>	<u>381070.6</u>	<u>5A</u>	<u>483068.5</u>	<u>381056.7</u>	<u>5A</u>	<u>483157.9</u>	<u>381054.1</u>	<u>5A</u>	<u>483068</u>	<u>381049.7</u>	<u>5A</u>	<u>483067</u>	<u>381044.6</u>	<u>5B</u>	<u>483157.9</u>	<u>381054.1</u>	<u>5B</u>	<u>483156.4</u>	<u>381047.7</u>	<u>5B</u>	<u>483067</u>	<u>381044.6</u>	<u>5B</u>	<u>483155</u>	<u>381040.3</u>	<u>5B</u>	<u>483066.1</u>	<u>381038.5</u>	<u>5B</u>	<u>483152.8</u>	<u>381022.7</u>	<u>5B</u>	<u>483152.5</u>	<u>381016.9</u>	<u>5B</u>	<u>483063.4</u>	<u>381006.1</u>	<u>5B</u>	<u>483152.5</u>	<u>381000</u>	<u>5B</u>	<u>483062.6</u>	<u>381000</u>	<u>5B</u>	<u>483062</u>	<u>380983.3</u>	<u>5B</u>	<u>483156.7</u>	<u>380970.3</u>	<u>5B</u>	<u>483154.8</u>	<u>380959.6</u>	<u>5B</u>	<u>483152.1</u>	<u>380950</u>	<u>5B</u>	<u>483151.1</u>	<u>380937.2</u>	<u>5B</u>	<u>483062.5</u>	<u>380930.5</u>	<u>5B</u>	<u>483151.1</u>	<u>380927.4</u>	<u>5B</u>	<u>483152.1</u>	<u>380903.1</u>	<u>5B</u>	<u>483064.7</u>	<u>380894</u>	<p>C</p>
<i>Work area</i>	<i>Easting</i>	<i>Northing</i>																																																																																																																													
[TBC]5A	[TBC]483080.1	[TBC]381109.5																																																																																																																													
<u>5A</u>	<u>483080.1</u>	<u>381109.5</u>																																																																																																																													
<u>5A</u>	<u>483176.8</u>	<u>381103.3</u>																																																																																																																													
<u>5A</u>	<u>483177.9</u>	<u>381103.2</u>																																																																																																																													
<u>5A</u>	<u>483180.6</u>	<u>381103</u>																																																																																																																													
<u>5A</u>	<u>483176.7</u>	<u>381103</u>																																																																																																																													
<u>5A</u>	<u>483183.2</u>	<u>381102.8</u>																																																																																																																													
<u>5A</u>	<u>483181.7</u>	<u>381102.7</u>																																																																																																																													
<u>5A</u>	<u>483182.2</u>	<u>381101.8</u>																																																																																																																													
<u>5A</u>	<u>483181.4</u>	<u>381101.5</u>																																																																																																																													
<u>5A</u>	<u>483176.7</u>	<u>381101.4</u>																																																																																																																													
<u>5A</u>	<u>483174.9</u>	<u>381100</u>																																																																																																																													
<u>5A</u>	<u>483168.9</u>	<u>381087</u>																																																																																																																													
<u>5A</u>	<u>483073.9</u>	<u>381085.1</u>																																																																																																																													
<u>5A</u>	<u>483167.1</u>	<u>381084.4</u>																																																																																																																													
<u>5A</u>	<u>483166.1</u>	<u>381080.8</u>																																																																																																																													
<u>5A</u>	<u>483162.1</u>	<u>381070.6</u>																																																																																																																													
<u>5A</u>	<u>483068.5</u>	<u>381056.7</u>																																																																																																																													
<u>5A</u>	<u>483157.9</u>	<u>381054.1</u>																																																																																																																													
<u>5A</u>	<u>483068</u>	<u>381049.7</u>																																																																																																																													
<u>5A</u>	<u>483067</u>	<u>381044.6</u>																																																																																																																													
<u>5B</u>	<u>483157.9</u>	<u>381054.1</u>																																																																																																																													
<u>5B</u>	<u>483156.4</u>	<u>381047.7</u>																																																																																																																													
<u>5B</u>	<u>483067</u>	<u>381044.6</u>																																																																																																																													
<u>5B</u>	<u>483155</u>	<u>381040.3</u>																																																																																																																													
<u>5B</u>	<u>483066.1</u>	<u>381038.5</u>																																																																																																																													
<u>5B</u>	<u>483152.8</u>	<u>381022.7</u>																																																																																																																													
<u>5B</u>	<u>483152.5</u>	<u>381016.9</u>																																																																																																																													
<u>5B</u>	<u>483063.4</u>	<u>381006.1</u>																																																																																																																													
<u>5B</u>	<u>483152.5</u>	<u>381000</u>																																																																																																																													
<u>5B</u>	<u>483062.6</u>	<u>381000</u>																																																																																																																													
<u>5B</u>	<u>483062</u>	<u>380983.3</u>																																																																																																																													
<u>5B</u>	<u>483156.7</u>	<u>380970.3</u>																																																																																																																													
<u>5B</u>	<u>483154.8</u>	<u>380959.6</u>																																																																																																																													
<u>5B</u>	<u>483152.1</u>	<u>380950</u>																																																																																																																													
<u>5B</u>	<u>483151.1</u>	<u>380937.2</u>																																																																																																																													
<u>5B</u>	<u>483062.5</u>	<u>380930.5</u>																																																																																																																													
<u>5B</u>	<u>483151.1</u>	<u>380927.4</u>																																																																																																																													
<u>5B</u>	<u>483152.1</u>	<u>380903.1</u>																																																																																																																													
<u>5B</u>	<u>483064.7</u>	<u>380894</u>																																																																																																																													
<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 <u>and inspections</u></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 <u>carry out any</u> licensed activity not listed in this licence 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 <u>licensed activity</u> in question.</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</u> in question.</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</u> the licensed activity <u>activities</u>.</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. <u>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.</u></p> <p>11. Copies of this Schedule must be made <u>(1) Copies of this licence must also be</u> available for inspection at the following locations—</p> <p>(a) the licence holder's <u>undertaker's</u> registered office <u>address</u>; 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 <u>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</u> 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 <u>guidelines</u> approved by the Health and Safety Executive or <u>and with</u> the Environment Agency <u>Pollution Prevention Control Guidelines</u>;</p> <p>(c) not use priority substances and polluting chemicals listed under the Environmental Quality Standards Directive during works.</p> <p><u>Pre-construction plans and documentation</u></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. <u>(1)</u> 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>	<p>C</p>
--	------------------------------	---	--	----------

Schedule 14 – Documents and Plans to be Certified	Applicant	Updated to reflect Deadline 3 submissions.	PART 1 DOCUMENTS AND PLANS					C		
			(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 2023				
			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	+A	March 2023 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				
			Outline decommissioning statement	EN010132/APP/WB7.2	+A	March 2023 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	AB	November 2023 January 2024				
			Outline public rights of way management plan	EN010132/APP/WB6.3.14.3	AB	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 2024				
			Public rights of way plan	EN010132/APP/WB2.4	+A	March 2023 January 2024				
			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				
			PART 2 SUBSTITUTE AND SUPPLEMENTARY DOCUMENTS							
			(1) <i>Originating Document</i>	(2) <i>Replacement or supplementary part</i>	(3) <i>Document reference</i>	(4) <i>Date</i>	(5) <i>Example reference</i>			
			Environmental Statement	Chapter 7: Climate Change	EX1/WB6.2.7_A	November 2023	[RE]			
			Environmental Statement	Chapter 23: Summary of Significant Effects	EX1/WB6.2.23 EX3/WB6.2.23 B	November 2023 January 2024	[RE] 010			
			Environmental Statement	Appendix 5.1: Site Selection Assessment	WB6.3.5.1_A	May 2023	[AS]			
			Environmental Statement	Appendix 9.7: Great Crested Newt Survey Report	EX1/WB6.3.9.7_A	November 2023	[RE]			

			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 28-56 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 any variation to the approved plan which has been agreed between the undertaker and Cadent.					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]) £5,000,000 (five million) pounds) for any one occurrence or all occurrences of a series arising out of the one original cause.</p>					C

General	Applicant and ExA	The changes to the draft DCO (Version D) resulting from the Change Application have been incorporated, following the acceptance of the Change Application by the Examining Authority.	[Not reproduced]	E
Article 2(1) - Interpretation	Applicant	Amendments to ensure that plans are consistently referred to in the singular.	[Example provided. Amended throughout to be consistent] “access plan” means the plans plan of that name identified in the table at Schedule 14 (documents and plans to be certified) and which are is certified by the Secretary of State as the access plan for the purposes of this Order;	E
Article 2(1)	Applicant	Updated definition of ‘Order Land’ to incorporate changes requested by the Examining Authority (ExA) in the Examination of the Cottam Solar Project, to improve clarity over the land affected by compulsory acquisition and temporary possession powers; Amendments to definitions of other solar projects to improve clarity and use intended title of the Tillbridge Solar Order; Amendment of “hedgerows plan” to “important hedgerows plan” to use correct plan title; Definition of ‘working day’ moved from Schedule 17, due to its wider use within the Order.	<p>“Cottam Solar Project Order” means a development consent order granted by the Secretary of State following an application by the examination of the project known as the Cottam Solar Project Limited for the Cottam Solar Project and given reference number EN010133 by the Planning Inspectorate;</p> <p>[...]</p> <p>“important hedgerows 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 important hedgerows plan for the purposes of this Order;</p> <p>[...]</p> <p>“Order land” means the land which is required for or is required to facilitate or is incidental to the authorised development and shown coloured pink, blue or yellow on the land plans and which is within the limits of land to be acquired or used and which is described in the book of reference;</p> <p>[...]</p> <p>“Tillbridge Solar Project Order” means a development consent order granted by the Secretary of State following the examination of the project known as Tillbridge Solar Project and given reference number EN010142 by the Planning Inspectorate;</p> <p>[...]</p> <p>“working day” means any day other than a Saturday, Sunday or English bank or public holiday;</p> <p>[Amendments to references to the Tillbridge Solar Order have been made throughout. References to ‘hedgerows plan’ have been updated to ‘important hedgerows plan’ throughout.]</p>	E
Article 2(3)	Applicant	Correction	All distances, directions, capacities and lengths referred to in this Order are approximate and distances between lines or points on a numbered work comprised in the authorised development and shown on the works plans and , access plan and public rights of way plans are to be taken to be measured along that work.	E
Article 6(1) - Application and modification of statutory provisions	Applicant and the Environment Agency	Amendment to remove the disapplication of sections 24 and 25 of the Water Resources Act 1991, in response to comments from the Environment Agency.	(d) — section 24 (restrictions on abstraction) of the Water Resources Act 1991; (e) — section 25 (restrictions on impounding) of the Water Resources Act 1991;	E
Article 10 - Construction and maintenance of altered streets	Applicant	Clarifications and corrections to ensure the requirements relating to highways and private streets are consistent.	<p>10.—(1) The permanent alterations to each of the streets specified in Part 1 (permanent alteration of layout) of Schedule 5 (alteration of streets) to this Order that are maintained by the highway authority must be completed to the reasonable satisfaction of the highway authority where applicable and, unless otherwise agreed by the highway authority, the alterations must be maintained by and at the expense of the undertaker for a period of 12 months from their completion and from the expiry of that period by and at the expense of the highway authority.</p> <p>(2) The permanent alterations to each of the streets specified in Part 1 (permanent alteration of layout) of Schedule 5 (alteration of streets) to this Order that are maintained by the street authority must be completed to the reasonable satisfaction of the street authority where applicable and, unless otherwise agreed by the street authority, the alterations must be</p>	E

			maintained by the undertaker for a period of 12 months from their completion and from the expiry of that period by and at the expense of the street authority.	
Article 20(2) – Compulsory acquisition of land	Applicant	Addition of two articles that operate to limit the time and extent of the powers of compulsory acquisition into paragraph (2), to signpost the reader to the restrictions on these powers. This change is made to be consistent with the draft DCO in the Cottam Solar Project, which was updated in response to the ExA's Commentary on that draft DCO.	(2) This article is subject to article 21 (time limit for exercise of authority to acquire land compulsorily) , paragraph (2) of article 22 (compulsory acquisition of rights), and article 29 (temporary use of land for constructing the authorised development) and article 31 (statutory undertakers) .	E
Article 22(3) – Compulsory acquisition of rights	Applicant	Correction	(3) Subject to section 8 (other provisions as to divided land) and Schedule 2A (counter-notice requiring purchase of land) of the 1965 Act (as substituted by paragraph 5(8) of Schedule 10 11 (modification of compensation and compulsory purchase enactments for the creation of new rights and imposition of new restrictive covenants)), where the undertaker creates or acquires an existing right over land or the benefit of a restrictive covenant under paragraph (1) or (2), the undertaker is not required to acquire a greater interest in that land.	E
Schedule 2 – Requirements – requirement 2 – Commencement of the authorised development	Applicant and West Lindsey District Council (WLDC)	A requirement to provide a written scheme setting out the phasing of the Scheme has been added in response to comments from WLDC. This requirement reflects similar provisions in the Longfield Solar Farm Order 2023, and the draft DCOs for the Sunnica, Mallard Pass and Cottam solar projects.	2. (1) The authorised development must not be commenced after the expiration of five years from the date this Order comes into force. (2) No part of the authorised development may commence until a written scheme setting out the phase or phases of construction of the authorised development has been submitted to the relevant planning authorities. (3) The written scheme submitted pursuant to sub-paragraph (2) must include a timetable for the construction of the phase or phases of the authorised development and a plan identifying the phasing area.	E
Schedule 2, Requirement 9(2) – Biodiversity net gain	Applicant	The specific percentage minimum of biodiversity net gain (BNG) units have been included in response to comments from stakeholders. The percentage stated allows for a degree of flexibility commensurate with the current uncertainty around BNG metrics and how these will apply to NSIP Schemes. Amendments have been made to be clearer that the BNG strategy is linked to the approval of the landscape and ecological management plan under Requirement 7.	(2) The biodiversity net gain strategy must be include details of how the strategy will secure a minimum of 69.4% biodiversity net gain in habitat units, a minimum of 43.7% biodiversity net gain in hedgerow units and a minimum of 26.6% biodiversity net gain in river units for all of the authorised development during the operation of the authorised development, and the metric that has been used to calculate that those percentages will be reached. (3) The biodiversity net gain strategy must be substantially in accordance with the outline landscape and ecological management plan approved under paragraph 7(1) and must be and implemented as approved.	E

Schedule 2, Requirement 14 – Operational environmental management plan	Applicant and Lincolnshire County Council (LCC)	Amendments to include a waste management strategy have been added in response to comments made by LCC and are agreed with LCC.	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 planning authority and the Environment Agency. (2) The operational environmental management plan must be substantially in accordance with the outline operational environmental management plan and must include a waste management strategy that has been submitted to and approved by the relevant waste planning authority.	E
Schedule 2, Requirement 15(1) – Construction traffic management plan	Applicant	Correction	15. —(1) No part of the authorised development may commence until a construction traffic management plan for that part must be 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.	E
Schedule 2 – Requirement 22 – Long term flood risk mitigation	Applicant and Environment Agency	A new Requirement 22 has been agreed with the Environment Agency. This requires an updated flood risk assessment (FRA) to be completed before any part of the authorised development is commenced, covering a period of operation up to 60 years, as provided for in Requirement 21 (decommissioning and restoration). The revised Requirement secures any mitigation, compensation and maintenance and monitoring requirements identified by the updated FRA. This has been included as the data to be provided by the Environment Agency to update the flood risk assessment may not be available prior to the end of the Examination.	Long term flood risk mitigation 22. —(1) No part of the authorised development may commence until an updated flood risk assessment of the flood risk arising from the river Trent in respect of the continued operation of Work Nos. 1 to 3 for 60 years from the date of final commissioning has been submitted to and approved by the Environment Agency. (2) The updated flood risk assessment submitted pursuant to sub-paragraph (1) must, unless otherwise agreed by the Environment Agency, include— (a) the details of any mitigation or compensation measures that are necessary (if applicable); (b) the implementation timetable for any mitigation or compensation measures identified under sub-paragraph (a) (if applicable); and (c) the details of any maintenance and monitoring requirements for any mitigation or compensation measures identified under sub-paragraph (a) required until the date of decommissioning (if applicable). (3) The undertaker must submit the details approved by the Environment Agency under sub-paragraph (1) to the relevant planning authority, within five days of such approval being given. (4) The undertaker must implement the approved mitigation or compensation measures identified under sub-paragraph (2)(a) in accordance with the approved implementation timetable identified under sub-paragraph (2)(b) or such other time period as is agreed with the Environment Agency and must implement the approved maintenance and monitoring requirements identified under sub-paragraph (2)(c) until the date of decommissioning of Work Nos. 1 to 3.	E
Schedule 9 – Deemed Marine Licence	Applicant and Marine Management Organisation (MMO)	Corrections; changes have been made in response to without prejudice comments made by the MMO. Further detail in respect of each change is set out in the table within Appendix A of the Applicant’s Response to Deadline 2 and Deadline 3 Submissions [EX4/WB8.1.23].	[...] 2. —(1) Except where otherwise notified in writing by the MMO, notices to the MMO must be sent to— (a) Marine Management Organisation Marine Licensing Team Lancaster House Hampshire Court Newcastle Business Park Newcastle upon Tyne NE4 7YH Tel: 0300 123 1032. ; and (b) Marine Management Organisation Beverley Office First Floor Crosskill House Mill Lane Beverley HU17 9JB Tel: 0208 026 0519 [...] 3. [...] <p>(3) The activity set out in sub-paragraph (2) is authorised in relation to the construction, maintenance and operation and decommissioning of those elements of Work No. 6B of Schedule 1 (authorised development) of the Order as defined in paragraph 1 of this</p>	E

			<p>Schedule, and any further associated development listed in Schedule 1 (authorised development) in connection with Work No. 6B, which are located within the area of the river Trent bounded by the coordinates specified in paragraph 4.</p> <p>[...]</p> <p>8. The licence holder must inform the MMO at the address addresses provided in condition paragraph 2 and in writing of the commencement of the first licensed activity at least five days prior to such commencement.</p> <p>[...]</p> <p>10. The licence holder must ensure that a copy of this 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 contractors notified to the MMO in accordance with condition 9.</p> <p>11.—(1) Copies of this licence must also be made available for inspection at the following locations—</p> <p>[...]</p> <p>15.—(1) The licence holder must remove all temporary structures, waste and debris associated with the licensed activities within 6 10 weeks following completion of the final construction activity.</p> <p>[...]</p> <p>16.—(1) Unless otherwise agreed by the MMO, the maintenance activities may not commence until a maintenance plan has been approved in writing by the MMO. (2) The maintenance plan must be submitted at least 6 10 weeks prior to the commencement of any maintenance activity, and must include details of the maintenance activities required including location, duration, timings, methodology and materials to be used.</p> <p>[...]</p> <p>17.—(1) Unless otherwise agreed by the MMO, the decommissioning activities may not commence until a decommissioning plan has been approved in writing by the MMO. (2) The decommissioning plan must be submitted at least 6 10 weeks prior to the commencement of any decommissioning activity, and must include details of the decommissioning activities required including location, duration, timings, methodology and materials to be used.</p>	
Schedule 14 – Documents and Plans to be Certified	Applicant	Updates reflect the new and updated documents submitted at Deadline 4, and to provide Examination Library references.	[Not reproduced.]	E
Schedule 16 – Protective Provisions	Applicant and relevant Statutory Undertakers and Interested Parties	The protective provisions have been updated to provide final, agreed versions wherever possible. Please refer to the Schedule of progress regarding Protective Provisions and Statutory Undertakers [EX4/WB8.1.14_B].	[Not reproduced.]	E
Schedule 17 – Procedure for the Discharge of Requirements – paragraph 1 - Interpretation	Applicant and Local Planning Authorities	Amendments provide for bespoke fee to be payable in respect of the discharge of Requirements. The drafting is based on the Mallard Pass Solar Farm draft DCO, and is included within the Cottam Solar Project final draft DCO. Definition of ‘working day’ moved into	<p>1. In this Schedule— “discharge” means any consent, agreement or approval required by— (a) a requirement; (b) a document referred to by a requirement; or (c) a document that has been approved pursuant to a requirement; “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 “start date” means the date of the notification given by the Secretary of State under paragraph 4(2)(b). ; and “working day” means any day other than a Saturday, Sunday or English bank or public holiday.</p>	E

		Article 2(1) as it is used elsewhere within the Order.		
Schedule 17 – Procedure for the Discharge of Requirements – paragraph 5 – Fees	ExA and the Applicant	Clarification of methods of fee payment as agreed with the relevant planning authorities.	<p>Fees</p> <p>5.—(1) Where an application is made to the relevant planning authority for <u>a discharge written consent, agreement or approval in respect of a requirement, the, a fee prescribed under regulation 16(1)(b) of the Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012(-) (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.</u></p> <p><u>(2) The fee payable for each application under sub-paragraph (1) is as follows—</u></p> <p><u>(a) a fee of £2,535 for the first application for the discharge of each of the requirements 5, 6, 7, 8, 9, 11, 13, 14, 15, 18, 19, and 21;</u></p> <p><u>(b) a fee of £578 for each subsequent application for the discharge of each of the requirements listed in paragraph (a) and any application under requirement 5 in respect of the requirements listed in paragraph (a); and</u></p> <p><u>(c) a fee of £145 for any application for the discharge of—</u></p> <p><u>(i) any other requirements not listed in paragraph (a);</u></p> <p><u>(ii) any application under requirement 3 in respect of requirements not listed in paragraph (a); and</u></p> <p><u>(iii) any approval required by a document referred to by any requirement or a document approved pursuant to any requirement.</u></p> <p>(2)(3) 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) 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) of this Schedule, as applicable.</p>	E
Explanatory Note	Applicant	Inclusion of the address where the made Order, plans, Book of Reference may be inspected.	<p>[...]</p> <p>A copy of the Order plans and the book of reference mentioned in the Order and certified in accordance with article 40 (certification of plans and documents, etc) of this Order may be inspected free of charge during working hours at [XX] Lincolnshire County Council, County Offices, Newland, Lincoln, LN1 1YL.</p>	E
Schedule 2 – Requirements – requirement 9 – Biodiversity net gain	Applicant	Amended to increase clarity that the biodiversity net gain strategy must be substantially in accordance with the outline landscape ecological management plan. This amendment is consistent with changes made to the Cottam draft DCO.	<p>9.—(1) No part of the authorised development may commence until a biodiversity net gain strategy has been submitted to and approved by the relevant planning authority, in consultation with the relevant statutory nature conservation body.</p> <p>(2) The biodiversity net gain strategy must include details of how the strategy will secure a minimum of 69.4% biodiversity net gain in habitat units, a minimum of 43.7% biodiversity net gain in hedgerow units and a minimum of 26.6% biodiversity net gain in river units for all of the authorised development during the operation of the authorised development, and the metric that has been used to calculate that those percentages will be reached.</p> <p>(3) The biodiversity net gain strategy must be substantially in accordance with the <u>outline</u> landscape and ecological management plan approved under paragraph 7(1) and must be implemented as approved.</p>	F
Schedule 4 – Streets Subject to Street Works	Applicant	Private streets have been added into Schedule 4. Changes have been made in relation to some public highways following a complete review of the plans, proposed works and required streets powers. Other corrections and amendments have been made for consistence.	[Not reproduced. Please refer to the Tracked version of Revision F of the draft DCO]	F

Schedule 5 – Alteration of Streets	Applicant	Private streets have been added into Schedule 5. Changes have been made in relation to some public highways following a complete review of the plans, proposed works and required streets powers. Other corrections and amendments have been made for consistence.	[Not reproduced. Please refer to the Tracked version of Revision F of the draft DCO]	F
Schedule 6 – Streets and Public Right of Way	Applicant	Private streets have been added into Schedule 6. Changes have been made in relation to some public highways following a complete review of the plans, proposed works and required streets powers. Other corrections and amendments have been made for consistence.	[Not reproduced. Please refer to the Tracked version of Revision F of the draft DCO]	F
Schedule 7 – Access to Works	Applicant	Corrections have been made following a review of all streets and access proposals and requirements, ensuring this Schedule reflects the use of each Access identified within ES Chapter 14: Transport and Access [APP-052] and Addendum [REP1-074].	[Not reproduced. Please refer to the Tracked version of Revision F of the draft DCO]	F
Schedule 8 – Traffic Regulation Measures	Applicant	Corrections and amendments for consistency; changes reflect updates to the streets plan at Deadline 5. Schedule 8 and Article 15 are only applicable to public highways, and private streets are therefore omitted.	[Not reproduced. Please refer to the Tracked version of Revision F of the draft DCO]	F
Schedule 11 – Modification of	Applicant	Correction	3.—(1) Without limitation on the scope of paragraph 1, the 1961 Act has effect subject to the modifications set out in sub-paragraph (2).	F

<p>Compensation and Compulsory Purchase Enactments for the Creation of New Rights and Imposition of New Restrictive Covenants – paragraph 2 – Compensation enactments</p>			<p>(2) In section 5A(5A) (relevant valuation date), omit the words after “if—” and substitute—</p> <p>(a) the acquiring authority enters on land for the purpose of exercising a right in pursuant of a notice of entry under section 11(1) of the 1965 Act (as modified by paragraph 5(5) of Schedule 10 <u>11</u> to the West Burton Solar Project Order 202[];</p> <p>(b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A to the 1965 Act (as substituted by paragraph 5(8) of Schedule 10 <u>11</u> to the West Burton Solar Project Order [20**]) to acquire an interest in the land; and</p> <p>[...]</p>	
<p>Schedule 14 – Documents and Plans to be Certified – Parts 1 and 2</p>	<p>Applicant</p>	<p>Amendments to reflect documents updated at Deadline 2; amendments to add PINS Examination Library References.</p>	<p>[Not reproduced]</p>	<p>F</p>
<p>Schedule 16 – Protective Provisions – Part 1 – For the Protection of Electricity, Gas, Water and Sewerage Undertakers – paragraph 2</p>	<p>Applicant</p>	<p>Amendments and corrections to ensure defined terms are utilised</p>	<p>2. In this Part of this Schedule—</p> <p>“alternative apparatus” means alternative apparatus adequate to enable the utility undertaker in question to fulfil its statutory functions in a manner not less efficient than previously;</p> <p>“apparatus” means—</p> <p>(a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the Electricity 1989 Act-1989(^a)), belonging to or maintained by that utility undertaker;</p> <p>[...]</p> <p>(e) any other mains, pipelines or cables that are not the subject of the protective provisions in Parts 2 to 17<u>18</u> of this Schedule;</p> <p>“functions” includes powers and duties;</p> <p>“in”, in a context referring to apparatus or alternative apparatus in land, includes a reference to apparatus or alternative apparatus under, over or upon land; and</p> <p>“utility undertaker” means—</p> <p>(a) any licence holder within the meaning of Part 1 of the Electricity 1989 Act-1989;</p>	<p>F</p>
<p>Schedule 16 – Protective Provisions – Part 3 – For the Protection of National Grid Electricity Transmission PLC as Electricity Undertaker – paragraph 19 - Interpretation</p>	<p>Applicant, National Grid Electricity Transmission PLC</p>	<p>Amendments and corrections reflect ongoing negotiations with NGET.</p>	<p>Interpretation</p> <p>19. In this Part of this Schedule—</p> <p>[...]</p> <p>“apparatus” means any electric lines or electrical plant as defined in the Electricity 1989 Act-1989(^a), belonging to or maintained by National Grid together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Grid for the purposes of transmission, distribution or supply 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” in article 2 of this Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this <u>Part of this</u> Schedule;</p> <p>“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 investigations and intrusive investigations of the existing condition of the ground or structures within 15 metres in any direction of National Grid’s apparatus;</p> <p><u>“commence” and “commencement” in this Part of this Schedule will include any below ground surveys, monitoring, ground work operations or the receipt and erection of construction plant and equipment;</u></p> <p>[...]</p> <p>“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 of the Electricity 1989 Act 1989;</p> <p>“NGESO” means<u>is</u> as defined in the STC;</p>	<p>F</p>

(^a) ~~1989 c. 29.~~
(^a) ~~1989 c. 29.~~

			<p>[...]</p> <p>“transmission owner” means <u>is</u> as defined in the STC.</p> <p>[...]</p> <p>Acquisition of land</p> <p>23.—(1) Regardless of any provision in this Order or anything shown on the land plan or contained in the book of reference to the Order, the undertaker may 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 or apparatus of National Grid otherwise than by agreement.</p> <p>(2) As a condition of an agreement between the parties in sub-paragraph 23(1), prior to the carrying out of any part of the authorised works (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. <u>and the undertaker must use reasonable endeavours to procure and secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.</u></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 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 National Grid or other enactments relied upon by National Grid as of right or other use in relation to the apparatus, then the provisions in this <u>Part of this</u> Schedule will prevail.</p> <p>(4) Any agreement or consent granted by National Grid under paragraph 26 or any other paragraph of this Part of this Schedule, will not be taken to constitute agreement under sub-paragraph 23(1).</p> <p>Removal of apparatus</p> <p>24.—(1) [...]</p> <p>(4) 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-paragraphs (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.</p> <p>[...]</p> <p>Arbitration</p> <p>32. <u>Save for differences or disputes arising under paragraphs 24(2), 24(4), 25(1), and 26,</u> Any any 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>	
Schedule 16 – Protective Provisions – Part 5 – For the Protection of Northern Powergrid – paragraph 45	Applicant, Northern Powergrid	Corrections	<p>45. In this Part of this Schedule—</p> <p>[...]</p> <p>“apparatus” means electric lines or electrical plant (as defined in the <u>Electricity 1989 Act-1989^(*)</u>),</p> <p>[...]</p> <p>—(1) [...]</p> <p>(3) [...]</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>placed,</u></p> <p>54.—(1) [...]</p> <p>(4) Northern Powergrid 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 9 applies. If requested to do so by the undertaker, Northern Powergrid must provide an explanation of how the claim has been minimised or details to substantiate any cost or compensation claimed pursuant to sub-paragraph</p>	F

(*) ~~1989 c. 29.~~

			<p>(1). The undertaker shall only be liable under this paragraph 9 for claims reasonably incurred by Northern Powergrid.</p> <p>[...]</p> <p>57. Where in consequence of the proposed construction of any of the authorised development, the undertaker or Northern Powergrid requires the removal of apparatus under paragraph 5 50 or otherwise or Northern Powergrid makes requirements for the protection or alteration of apparatus under paragraph 52, the undertaker shall use its reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the need to ensure the safe and efficient operation of Northern Powergrid’s undertaking taking into account the undertaker’s desire for the efficient and economic execution of the authorised development and the undertaker and Northern Powergrid shall use reasonable endeavours to co-operate with each other for those purposes.</p>	
<p>Schedule 16 – Protective Provisions – Part 6 – For the Protection of Cadent Gas Limited as Gas Undertaker – paragraph 62 - Interpretation</p>	<p>Applicant, Cadent Gas Limited</p>	<p>Corrections and amendments to reflect final agreed protective provisions for the benefit of Cadent Gas Limited.</p>	<p>Interpretation</p> <p>[...]</p> <p>“commence” has the same meaning as 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 investigations and intrusive investigations of the existing condition of the ground or of structures within 15 metres in any direction of Cadent’s apparatus;</p> <p>[...]</p> <p>“specified works” means any of the authorised works or activities (including maintenance) undertaken in association with the authorised works 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 sub- paragraph 67(2) or otherwise;</p> <p>(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under sub- paragraph 67(2) or otherwise; and</p> <p>(c) include any of the activities that are referred to in CD/SP/SSW/22 (Cadent’s policies for safe working in the vicinity of Cadent’s Assets).</p> <p>[...]</p> <p>Protective works to buildings</p> <p>65.—(1) [...]</p> <p>(b) indemnify Cadent against all claims, demands proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred from by Cadent, by reason of any such damage or interruption.</p> <p>[...]</p> <p>Retained apparatus: protection of Cadent</p> <p>69.—(1) [...]</p> <p>(4) Any approval of Cadent required under sub-paragraph (3)—</p> <p>[...]</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>[...]</p> <p>(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraphs (1) and (2) or, as relevant, sub-paragraph (4), as approved or as amended from time to time by agreement between the undertaker and Cadent, and <u>in accordance with</u> all conditions imposed under sub-paragraph (4)(a), and Cadent is <u>will be</u> entitled to watch and inspect the execution of those works.</p> <p>[...]</p> <p>Expenses</p> <p>70.—(1) [...]</p> <p>(g) any watching brief pursuant to sub- paragraph 69(6).</p> <p>[...]</p> <p>Enactments and agreements</p> <p>72. Save to the extent provided for <u>to</u> the contrary elsewhere in this Part of this Schedule provides otherwise, or by agreement in writing between Cadent and the undertaker, nothing in this Part of this Schedule will affect 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>F</p>

			<p>Co-operation</p> <p>73.—(1) Where in consequence of the proposed construction of any of the authorised works, 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 will 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 works and taking into account the need to ensure the safe and efficient operation of Cadent’s undertaking <u>and</u> Cadent will use its best endeavours to co-operate with the undertaker for that purpose.</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 (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect to <u>of</u> the apparatus) 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. Save for differences or disputes arising under sub-paragraphs 67(2), 67(4), 68(1) and paragraph 69, 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) and in settling any difference or dispute, the arbitrator must have regard to the requirements of Cadent for ensuring the safety, economic and efficient operation of Cadent’s apparatus.</p> <p>Notices</p> <p>76. The plans submitted to Cadent by the undertaker pursuant to sub-paragraph 69(1) must be sent to Cadent Gas Limited Plant Protection by e-mail to plantprotection@cadentgas.com copied by e-mail to landservices@cadentgas.com 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>	
Schedule 16 – Protective Provisions – Part 9 – For the Protection of the Environment Agency – paragraph 103(a)	Applicant, Environment Agency	Amendment agreed with the Environment Agency to correct and clarify the definition of “specified work”.	<p>103. [...]</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 the base of a remote defence which is likely to—</p> <p>(i) endanger the stability of, cause damage or reduce the effectiveness of that remote defence; <u>or</u></p> <p>(ii) interfere with the Agency’s access to or along that remote 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 <u>or</u> 8 metres of a drainage work involving any <u>a</u> non-tidal main river; or</p> <p>(c) any distance of a drainage work and is otherwise likely to—</p> <p>(i) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;</p> <p>(ii) <u>(ii)</u> affect the flow, purity or quality of water in any main river or other surface waters;</p> <p>(iii) <u>(iii)</u> cause obstruction to the free passage of fish or damage to any fishery;</p> <p>(iv) <u>(iv)</u> affect the conservation, distribution or use of water resources; or</p> <p>(v) <u>(v)</u> affect the conservation value of the main river and habitats in its immediate vicinity;</p> <p>or which involves—</p> <p>(d) an activity that includes dredging, raising or taking of any sand, silt, ballast, clay, gravel or other materials from or off the bed or banks of a drainage work (or causing such materials to be dredged, raised or taken), including hydrodynamic dredging or desilting; and</p> <p>(e) 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>	F
Schedule 16 – Protective Provisions – Part 10 – For the Protection of Railway Interests – paragraph 125(8)(a)	Applicant, Network Rail	Corrections	<p>125.—(1) [...]</p> <p>(8) Where Network Rail approves modifications to Network Rail’s apparatus pursuant to sub-paragraphs (5) or (6)—</p> <p>Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail’s apparatus; <u>and</u></p> <p>[...]</p> <p>136. Any dispute arising under this Part of this Schedule, unless otherwise provided for, must be referred to and settled by arbitration in accordance with article 42 (<u>arbitration</u>) and the Rules at Schedule 15 (arbitration rules).</p>	F

<p>Schedule 16 – Protective Provisions – Part 13 – For the Protection of the Canal & River Trust – paragraph 175(1)(f) – Construction of specified works</p>	<p>Applicant, Canal & River Trust</p>	<p>Corrections</p>	<p>Construction of specified works</p> <p>175.—(1) [...]</p> <p>in compliance with the code of practice (where appropriate and <u>where</u> consistent with the exercise of powers pursuant to this Order and for the timely, safe, economic and efficient delivery of the authorised works);</p>	<p>F</p>
<p>Schedule 16 – Protective Provisions – Part 14 – For the Protection of UNIPER UK Limited – paragraph 186</p>	<p>Applicant, UNIPER UK Limited</p>	<p>Amendments reflect ongoing negotiation of the form of protective provisions with Uniper</p>	<p>186. In this Part of this Schedule—</p> <p><u>(a) “A-” if the rating is assigned by Standard & Poor’s Ratings Group or Fitch Ratings; and</u></p> <p><u>(b) “A3” if the rating is assigned by Moody’s Investors Services Inc.;</u></p> <p><u>“acceptable insurance” means a third party liability insurance effected and maintained by the undertaker or its contractor with a limit of indemnity of not less than £50,000,000 (fifty million pounds) per occurrence or series of occurrences arising out of one event or such lower amount as approved by Uniper, whether arising pursuant to the undertaker or any person on its behalf, arranged with an internationally recognised insurer of repute operating in the London and worldwide insurance market underwriters whose security/credit rating meets the same requirements as an “acceptable credit provider” (including any replacement insurance pursuant to paragraph 194(6)), such insurance to be maintained for the construction of that part or parts of the authorised development which constitute specified works and such policy must include (but without limitation)—</u></p> <p><u>(a) a waiver of subrogation and an indemnity to principal clause in favour of Uniper; and</u></p> <p><u>(b) contractors’ pollution liability for third party property damage and third party bodily damage arising from pollution, contamination or environmental harm with cover of £[TBC] per event of £[TBC] in aggregate;</u></p> <p><u>“acceptable security” means either—</u></p> <p><u>(a) a parent company guarantee from a parent company in favour of Uniper to cover the undertaker’s liability to Uniper to a total liability cap of £50,000,000 (fifty million pounds) (in a form reasonably satisfactory to Uniper and where required by Uniper, accompanied by a legal opinion confirming the due capacity and authorisation of the parent company to enter into and be bound by the terms of such guarantee) including any replacement parent company pursuant to paragraph 0; or</u></p> <p><u>(b) a bank bond or letter of credit from an acceptable credit provider in favour of Uniper to cover the undertaker’s liability to Uniper up to a total liability cap of £50,000,000 (fifty million pounds) (in a form reasonably satisfactory to Uniper) which includes any replacement bank bond or letter of credit pursuant to paragraph 0;</u></p> <p>“alternative apparatus” means alternative apparatus to the satisfaction of Uniper to enable Uniper to fulfil its functions in a manner no less efficient than previously;</p> <p>“apparatus” means—</p> <p>(a) any fixed and moveable items, which forms, or may form, part of Uniper’s system, including cavities, chambers, pipelines, valves, ventilators, pumps, compressors, pumping or compression systems, control systems and any associated cables (including high voltage, low voltage and datacoms) and any equipment in which electrical conductors are used, supported, or otherwise form, or may form, part of the system, cathodic protection systems, roads, compounds and equipment owned by Uniper;</p> <p>(b) any other equipment or apparatus belonging to or maintained by Uniper or apparatus and such other equipment or apparatus constructed that becomes operational for the purposes of Uniper’s functions including any structure in which equipment or apparatus is, or will be, lodged or which gives, or will give, access to apparatus;</p> <p>(c) any replacement equipment or apparatus as required or determined by Uniper; and</p> <p>(d) paragraphs 0 to 0 includes any of Uniper’s future apparatus;</p> <p><u>“applicable law” means any applicable legislation, statutes, directives, regulations (including safety regulations), judgments, decisions, decrees, orders and other legislative measures or decisions having the force of law, treaties, conventions and other agreements between states, or between states and the European Union or other supranational bodies, rules of common law, customary law and equity and all civil or other codes and all other laws of, or having effect in, any jurisdiction from time to time in each case to the extent the same is legally binding upon the relevant person;</u></p> <p><u>“as-built records” means each as-built record or document prepared by the undertaker or delivered to the undertaker by its subcontractors or any other person carrying out the specified works;</u></p> <p>[...]</p> <p><u>“insolvency related event” means, in respect of any person, any step, process, application, filing in court, order, proceeding, notice or appointment is taken or made by or in respect of such person in relation to the Banking Act 2009 special resolution regime or for a moratorium, composition, compromise or arrangement with creditors, administration, liquidation (other than for the purposes of amalgamation or reconstruction), dissolution, receivership (administrative or otherwise), distress (or the taking control of goods procedure set out in the Tribunals, Courts and Enforcement Act</u></p>	<p>F</p>

			<p>2007) or execution in any jurisdiction or such person becomes insolvent or is unable or is deemed unable to pay its debts, suspends making payments on its debts, as they fall due in accordance with the law of any application jurisdiction;</p> <p>[...]</p> <p>“parent company” means—</p> <p>(a) a parent company of the undertaker acceptable to and approved by Uniper acting reasonably; or</p> <p>(b) where a parent company is subject to an insolvency related event, a replacement parent company approved by Uniper acting reasonably;</p> <p>[...]</p> <p>Protective works to buildings</p> <p>187. The undertaker, in the case of the powers conferred by article 18 (protective works to buildings), must exercise those powers in accordance with paragraph 191 192 so as not to obstruct or render less convenient the access to any apparatus or alternative apparatus without the written consent of Uniper.</p> <p>Acquisition of land</p> <p>190.—(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 of Uniper or appropriate, acquire, extinguish, interfere with or override any easement or other interest or right or apparatus of Uniper otherwise than by agreement.</p> <p>(2) As a condition of 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 Uniper 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 Uniper or affects the provisions of any enactment or agreement regulating the relations between Uniper and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as Uniper reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between Uniper and the undertaker acting reasonably and which must be no less favourable on the whole to Uniper unless otherwise agreed by Uniper, and the undertaker will use reasonable endeavours to procure or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by any part of the authorised development.</p> <p>(3) Any agreement or consent granted by Uniper under paragraphs 191 or any other paragraph of this Part of this Schedule will not be taken to constitute agreement under this paragraph.</p> <p>Retained apparatus</p> <p>191.—(1) [...]</p> <p>(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) or and (2) or as relevant sub-paragraph (4) and (5), as approved or as amended from time to time by agreement between the undertaker and Uniper and in accordance with all conditions imposed under sub-paragraph (4)(a) by Uniper for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Uniper (or its representative) will be entitled to attend any meetings related to the specified works and watch, monitor and inspect the execution of those works.</p> <p>[...]</p> <p>(10) At all times when carrying out any works authorised under the Order the undertaker must comply with, and procure compliance by any party acting on its behalf with, all applicable law and good industry practice. The undertaker must procure that any party carrying out any works on the land on its behalf has knowledge of the apparatus, its location (including as illustrated by a site map) and procure that the obligations contained in this Part of this Schedule are adhered to by such parties working on the land on its behalf.</p> <p>(11) The undertaker must prepare and keep up to date a complete set of red-lined as-built records of the execution of the specified works, showing the exact as-built locations, sizes and details of such works as executed and the undertaker must submit the as-built records to Uniper no later than five working days after the completion of the specified works and Uniper may specify the number of copies of any as-built records acting reasonably.</p> <p>[...]</p> <p>Expenses</p> <p>193.—(1) [...]</p> <p>(2) For the purposes of calculating the sums payable pursuant to sub-paragraph (1) above, in the case of the replacement or removal of apparatus, the following applies—</p> <p>(a) where apparatus is removed under the provisions of this Part of this Schedule and which will not re-used as part of the apparatus or alternative apparatus, there will be excluded from any sum payable under sub-paragraph (1) the value of the apparatus being removed; and</p>
--	--	--	--

			<p>(b) subject to sub-paragraph 192(3)(a), when replacing existing apparatus, there will be deducted from any sum payable under sub-paragraph (1) the value of that apparatus being removed under the provisions of this Part of this Schedule and which is not re-used as part of the apparatus or alternative apparatus, except that the value of any apparatus or alternative apparatus used to replace the apparatus being removed will be included in the sum payable under sub-paragraph (1), such value being agreed between the parties (or as determined in accordance with paragraph 197 (arbitration)) prior to any removal or replacement of the apparatus,</p> <p>provided that, in each case, all charges, costs and expenses incurred, or reasonably anticipated to be incurred, by Uniper in, or in connection with the works required for the removal or replacement of such apparatus will be included in the sum payable under sub-paragraph (1).</p> <p>(2) If, in accordance with sub-paragraph (2) of this Part of this Schedule, any existing apparatus is replaced with enhanced apparatus where the undertaker's consent has not been obtained by Uniper (or where disputed in accordance with paragraph 197 (arbitration), decided not to be necessary), then, if the construction expenses for this replacement surpass the construction expenses that would have been paid for similar or equivalent apparatus then any excess costs will be borne by Uniper, except that where it is not possible in the circumstances to obtain similar or equivalent apparatus, full costs will be payable by the undertaker.</p> <p>Indemnity</p> <p>194.—(1) [...]</p> <p><u>(5) The undertaker undertakes not to commence construction (and not to permit the commencement of such construction) of the authorised development on any land owned by Uniper or in respect of which Uniper has an easement, wayleave or lease for its apparatus or any other interest or to carry out any works within 15 metres of Uniper's apparatus (except in respect of any high pressure pipelines) or within 50 metres of Uniper's high pressure pipelines until the following conditions are satisfied—</u></p> <p><u>(a) unless and until Uniper is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has first provided the acceptable security (and unless otherwise agreed with Uniper acting reasonably provided evidence that it will maintain such acceptable security for the construction period of the authorised development from the proposed date of commencement of construction the authorised development) and Uniper has confirmed the same to the undertaker in writing; and</u></p> <p><u>(b) unless and until Uniper is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and unless otherwise agreed with Uniper acting reasonably provided evidence to Uniper that it will maintain such acceptable insurance for the construction period of the authorised development from the proposed date of commencement of construction of the authorised development) and Uniper has confirmed the same in writing to the undertaker.</u></p> <p><u>(6) The undertaker agrees that if, at any time, the acceptable security or acceptable insurance expires or terminates, ceases to fulfil the criteria of acceptable security or acceptable insurance, ceases to be in full force and effect or becomes invalid or unenforceable for the purpose of this Part of this Schedule or an insolvency-related event occurs in respect of the undertaker or the parent company, then the relevant security or insurance will no longer constitute acceptable security or acceptable insurance (as applicable) and will promptly be replaced by the undertaker with alternative acceptable security or acceptable insurance as approved by the undertaker.</u></p> <p>(7) <u>(7) In the event that the undertaker fails to comply with sub-paragraph (4) nothing in this Part of this Schedule will prevent Uniper from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.</u></p> <p><u>(8) Uniper 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 Uniper'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 Uniper's control and if reasonably requested to do so by the undertaker Uniper must provide an explanation of how the claim has been minimised, where relevant.</u></p> <p>Co-operation</p> <p>195.—(1) Where, in consequence of the proposed construction of any of the authorised development, Uniper makes requirements for the protection or alteration of apparatus under paragraphs 191(5), the undertaker must use its reasonable <u>best</u> 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, efficient and economic operation of Uniper's apparatus and Uniper must use its best endeavours to co-operate with the undertaker for that purpose.</p> <p>[...]</p> <p>Access</p> <p>196. If in consequence of the agreement reached in accordance with paragraph 190(1) <u>of this Part</u> of this Schedule or otherwise as granted by this Order the access to any apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Uniper (or representative) in respect of the apparatus) is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable Uniper (or its representative) to maintain or use the</p>
--	--	--	---

			<p>apparatus no less effectively than was possible before such obstruction. For the avoidance of doubt, Uniper (or its representative) will be entitled to access its apparatus in the land at all times.</p>	
<p>Schedule 16 – Protective Provisions – Part 15 – For the Protection of Exolum Pipeline System Limited – paragraph 199 – Application</p>	<p>Applicant, Exolum Pipeline System Limited</p>	<p>Corrections</p>	<p>Application</p> <p>199.—(1) [...]</p> <p>“Exolum” means Exolum Pipeline System Ltd (company registration number 09497223 whose registered office is 1st Floor 55 King William Street, London, England, EC4R 9AD) and for the purpose of enforcing the benefit of any provisions in this Part of this Schedule, any group company of Exolum Pipeline System Ltd and in all cases any successor in title;</p> <p>“plan” includes all designs, drawings, sections, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary to allow Exolum to assess the restrictive works to be executed properly and sufficiently and in particular must describe— [...]</p> <p>(d) the position of the affected apparatus and/or premises and any other apparatus belonging to another undertaker that may also be affected by the Restrictive Worksrestrictive works; [...]</p> <p>“protective works” means works for the inspection and protection of apparatus; and [...]</p> <p>Acquisition of apparatus</p> <p>200.—(1) Regardless of any other provision in the Order or anything shown on the land plans— [...]</p> <p>(3) Where the undertaker acquires land which is subject to any existing rights and the provisions of paragraph 201(4) do not apply, the undertaker must; == [...]</p> <p>Facilities and Rights for alternative apparatus</p> <p>202.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to Exolum facilities and rights for the construction of alternative apparatus and the grant of alternative rights, 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 Exolum and must be materially no less favourable on the whole to Exolum than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by Exolum, in accordance with this Part of this Schedule or in default of agreement settled by arbitration in accordance with article 42 (arbitration).</p> <p>(2) Alternative rights must be granted before any alternative apparatus is brought into use.</p> <p>(3) The parties agree that the undertaker must use reasonable endeavours to procure the grant of the alternative rights by way of a 999 year sub-soil lease, substantially in the form of Exolum’s precedent from time to time as amended by written agreement between the parties acting reasonably, or such other form of agreement as the parties otherwise agree acting reasonably.</p> <p>(4) Nothing in this Part of this Schedule or contained in the alternative rights requires Exolum to divert or remove any alternative apparatus.</p> <p>(5) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of Exolum less favourable on the whole to Exolum 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, Exolum may refer the matter to arbitration in accordance with article 42 (arbitration).</p> <p>Cathodic protection testing</p> <p>204.—(1) Where in the reasonable opinion of Exolum or the undertaker; ==</p> <p>(a) the authorised development might interfere with the cathodic protection forming part of apparatus; or</p> <p>(b) any apparatus might interfere with the proposed or existing cathodic protection forming part of the authorised development;</p> <p>Exolum and the undertaker must co-operate in undertaking the tests which they consider reasonably necessary for ascertaining the nature and extent of such interference and measures for providing or preserving cathodic protection.</p> <p>(2) The Parties must carry out the works and enter into such agreements as are necessary to implement the measures for providing or preserving cathodic protection.</p> <p>Expenses</p> <p>205.—(1) Subject to the following provisions of this paragraph 205, the undertaker must pay to Exolum the reasonable and properly incurred costs and expenses (including reasonable staffing costs if work is carried out in-house) incurred by Exolum in, or in connection with—</p>	<p>F</p>

			<p>(a) undertaking its obligations under this Part of this Schedule including:—</p> <ul style="list-style-type: none"> (i) the installation, inspection, removal, alteration, testing or protection of any apparatus, alternative apparatus and protective works; (ii) the execution of any other works under this Part of this Schedule; and (iii) the review and assessment of plans; <p>(b) the watching of and inspecting the execution of the authorised development, any restrictive works and any works undertaken by third parties as a result of authorised development (including the assessment of plans); and</p> <p>(c) imposing reasonable requirements for the protection or alteration of apparatus affected by the authorised development or works as a consequence of the authorised development in accordance with paragraph 203(3);</p> <p>together with any administrative costs properly and reasonably incurred by Exolum.</p> <p>(2) There will be no deduction from any sum payable under sub-paragraph (1) as a result of:—</p> <ul style="list-style-type: none"> (i) the placing of apparatus of a better type, greater capacity or of greater dimensions, or at a greater depth than the existing apparatus, to the extent Exolum has acted reasonably in procuring such apparatus; (ii) the placing of apparatus in substitution of the existing apparatus that may defer the time for renewal of the existing apparatus in the ordinary course; or (iii) the scrap value (if any) of any apparatus removed. <p>(3) Upon the submission of proper and reasonable estimates of costs and expenses to be incurred by Exolum, the undertaker shall pay Exolum sufficiently in advance to enable Exolum to undertake its obligations under this Part of this Schedule in a manner that is neutral to its cash flow provided that in the event that the costs incurred by Exolum are less than the amount paid by the undertaker pursuant to this sub-paragraph (3) then Exolum shall within 35 days of payment being made by Exolum for the costs anticipated in the costs and expenses estimates, repay any overpayment to the undertaker.</p> <p>Damage to property and other losses</p> <p>206.—(1) Subject to sub-paragraphs (2) to (7), the undertaker shall—</p> <ul style="list-style-type: none"> (a) indemnify Exolum for all reasonably incurred loss, damage, liability, costs and expenses suffered or reasonably incurred by Exolum arising out of— <ul style="list-style-type: none"> (i) the carrying out of works under this Part of this Schedule; (ii) the carrying out of the authorised Ddevelopment; (iii) the use or occupation of land over or in the vicinity of any apparatus or in the vicinity of any premises in connection with the carrying out of the authorised development; (iv) any injury or damage whatsoever to any property, real or personal, including the property of Exolum; and (v) any matters arising out of or in connection with this Order; (b) indemnify Exolum against any claim made against, or loss suffered by, Exolum as a result of any act or omission committed by the undertaker’s officers, employees, contractors or agents whilst on or in the vicinity of any apparatus or premises for the purposes of carrying out any activity authorised by this Order; (c) pay to Exolum, in accordance with the terms of the provisions of this Part of this Schedule, the cost reasonably incurred by Exolum in making good any damage to the apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) arising out of the carrying out of works under this Part of this Schedule and arising out of the carrying out of the authorised development; and (d) pay to Exolum the cost reasonably incurred by Exolum in stopping, suspending and restoring the supply through its apparatus in consequence of the carrying out of works under this Part of this Schedule or the carrying out of the authorised development; <p>and make reasonable compensation to Exolum for any other expenses, losses, damages, penalty or costs incurred by Exolum by reason or in consequence of any such damage or interruption including all claims by third parties.</p> <p>(2) Nothing in sub-paragraph (1) imposes any liability on the Uundertaker with respect to 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>(3) The fact that any act or thing may have been done by Exolum on behalf of the undertaker or in accordance with a plan approved by Exolum or in accordance with any requirement of Exolum or under its supervision shall not, subject to sub-paragraph (4), excuse the undertaker from liability under the provisions of sub-paragraph (1).</p> <p>(4) 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 negligent act, neglect or default of Exolum, its officers, servants, contractors or agents.</p> <p>(5) The undertaker and Exolum shall at all times take reasonable steps to prevent and mitigate any loss, damage, liability, claim, cost or expense (whether indemnified or not) which either suffers in connection with this Part of this Schedule.</p> <p>(6) The undertaker warrants that it will use reasonable endeavours to ensure—</p>	
--	--	--	---	--

			<p>(a) the information it or any of its employees, agents or contractors provide to Exolum about the plans or the authorised development and on which Exolum relies in the design of and carrying out of any works is accurate; and</p> <p>(b) the undertaker or any of its employees, agents or contractors have exercised all the reasonable skill, care and diligence to be expected of a qualified and experienced member of their respective profession.</p> <p>(7) Exolum must give the undertaker reasonable notice of any such claim or demand to which sub-paragraph (2) applies.</p> <p>[...]</p> <p>Co-operation and reasonableness</p> <p>208.—(1) Where apparatus is required to be protected, altered, diverted or removed under this Part of this Schedule, the undertaker must use all reasonable endeavours to co-ordinate the execution of any works under this Part of this Schedule—</p> <p>[...]</p> <p>(3) The undertaker and Exolum will act reasonably in respect of any given term of this Part of this Schedule and, in particular, (without prejudice to generality), where any approval, consent or expression of satisfaction is required by this Part of this Schedule it must not be unreasonably withheld or delayed.</p> <p>Emergency circumstances</p> <p>209.—(1) The undertaker acknowledges that Exolum provides services to His Majesty’s Government, using the apparatus, which may affect any works to be carried under this Part of this Schedule and the authorised development.</p> <p>(2) In the following circumstances, Exolum may on written notice to the undertaker immediately suspend all works that necessitate the stopping or suspending of the supply of product through any apparatus under this Part of this Schedule and Exolum shall not be in breach of its obligations under this Part of this Schedule—</p> <p>(a) circumstances in which, in the determination of the His Majesty’s Government, there subsists a material threat to national security, or a threat or state of hostility or war or other crisis or national emergency (whether or not involving hostility or war); or</p> <p>(b) circumstances in which a request has been received, and a decision to act upon such request has been taken, by the His Majesty’s Government for assistance in relation to the occurrence or anticipated occurrence of a major accident, crisis or natural disaster; or</p> <p>(c) circumstances in which a request has been received from or on behalf of NATO, the EU, the UN, the International Energy Agency (or any successor agency thereof) or the government of any other state for support or assistance pursuant to the United Kingdom’s international obligations and a decision to act upon such request has been taken by the His Majesty’s Government; or</p> <p>(d) any circumstances identified as such by the COBRA committee of the His Majesty’s Government (or any successor committee thereof); or</p> <p>(e) any situation in connection with which the His Majesty’s Government requires fuel capacity, including where the United Kingdom is engaged in any planned or unplanned military operations within the United Kingdom or overseas.</p> <p>(3) The parties agree to act in good faith and in all reasonableness to agree any revisions to any schedule, programme or costs estimate (which shall include costs of demobilising and remobilising any workforce, and any costs to protect the apparatus “mid-works”) to account for the suspension.</p> <p>(4) Exolum shall not be liable for any costs, expenses, losses or liabilities the undertaker incurs as a result of the suspension of any activities under paragraphs to or delays caused by it.</p>	
Schedule 16 - Protective Provisions – Part 16 – For the Protection of Lincolnshire Fire & Rescue Service – paragraph 216 - Arbitration	Applicant, Lincolnshire Fire & Rescue Service	Correction	<p>Arbitration</p> <p>216. 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 (arbitration).</p>	F
Schedule 16 - Protective Provisions – Part 17 – For the Protection of Tillbridge Solar Project Limited – paragraph 219	Applicant, Tillbridge Solar Project Limited	Correction	<p>219. The consent of Tillbridge under this Part is not required where the Tillbridge Solar Projeet-Order has expired without the authorised development having been commenced pursuant to the Tillbridge Solar Order.</p> <p>[...]</p> <p>232. Any dispute arising between the undertaker and Tillbridge under this Part must be determined by arbitration under article 42 (arbitration).</p>	F

<p>Schedule 16 - Protective Provisions – Part 18 – For the Protection of EDF Energy (Thermal Generation) Limited – paragraph 233 - Application</p>	<p>Applicant, EDF Energy (Thermal Generation) Limited</p>	<p>Amendments reflect ongoing negotiation of the form of protective provisions with EDF</p>	<p>Application</p> <p>233.—(1) For the protection of EDF as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and EDF.</p> <p>(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and EDF, where the benefit of this Order is transferred or granted to another person under article 35 (consent to transfer the benefit of the Order)—</p> <p>(a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between EDF and the transferee or grantee (as the case may be); and</p> <p>(b) written notice of the transfer or grant must be given to EDF on or before the date of that transfer or grant.</p> <p>(3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to EDF (but without prejudice to 243(3)(b)).</p> <p>Interpretation</p> <p>234. In this Part of this Schedule—</p> <p><u>“acceptable credit provider” means a bank or financial institution with a credit rating that is not lower than—</u></p> <p>(a) “A-” if the rating is assigned by Standard & Poor’s Ratings Group or Fitch Ratings; and</p> <p>(b) “A3” if the rating is assigned by Moody’s Investors Services Inc;</p> <p><u>“acceptable insurance” means a third party liability insurance policy effected and maintained by the undertaker or its contractor with a combined property damage and bodily injury limit of indemnity of not less than £50,000,000 (fifty million pounds) per occurrence or series of occurrences arising out of one event or such lower amount as may be approved by EDF. Such insurance shall be maintained (a) during the construction period of the authorised development and (b) after the construction period of the authorised development in respect of any maintenance works to the authorised development by or on behalf of the undertaker which constitute specified works and arranged with an insurer whose security/credit rating meets the same requirements as an “acceptable credit provider”, such insurance must include (without limitation)—</u></p> <p>(a) a waiver of subrogation and an indemnity to principal clause in favour of EDF; and</p> <p>(b) pollution liability for third party property damage and third party bodily damage arising from any pollution/contamination event with a (sub)limit of indemnity of not less than £10,000,000 (ten million pounds) per occurrence or series of occurrences arising out of one event or £20,000,000 (twenty million pounds) in aggregate;</p> <p><u>“acceptable security” means either—</u></p> <p>(a) a parent company guarantee from a parent company in favour of EDF to cover the undertaker’s liability to EDF to a total liability cap of £50,000,000 (fifty million pounds) or such lower amount as may be approved by EDF (granted by an entity and in a form reasonably satisfactory to EDF and where required by EDF, accompanied with a legal opinion confirming the due capacity and authorisation of the parent company to enter into and be bound by the terms of such guarantee); or</p> <p>(b) a bank bond or letter of credit from an acceptable credit provider in favour of EDF to cover the undertaker’s liability to EDF for an amount of not less than £10,000,000 (ten million pounds) per asset per event up to a total liability cap of £50,000,000 (fifty million pounds) or such lower amount as may be approved by EDF (in a form reasonably satisfactory to EDF);</p> <p>[...]</p> <p>“commence” and “commencement” has the same meaning as in article 2(1) of this Order, except in this Part of this Schedule it includes any below ground surveys, below ground monitoring, ground work operations or the receipt and erection of construction plant and equipment within 15 metres in any direction of EDF’s apparatus;</p> <p>[...]</p> <p>Acquisition of land</p> <p>238.—(1) [Not used]</p> <p>(2) [Not used]</p> <p>(3) <u>Save where otherwise agreed in writing between EDF and the undertaker, the undertaker and EDF 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 and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by EDF or other enactments relied upon by EDF as of right or other use in relation to the apparatus, then the provisions in this Part of this Schedule will prevail.</u></p> <p>(4) [Not used]</p> <p>(5) [Not used]</p>	<p>F</p>
--	---	---	---	----------

			<p>[...]</p> <p>Retained apparatus: protection</p> <p>241.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to EDF a plan of the works to be executed and request from EDF details of the underground extent of their assets which EDF must provide to the undertaker as soon as reasonably practicable and within 28³⁶ days of the submission of such request.</p> <p>[...]</p> <p>(4) Any approval of EDF required under sub-paragraph (3)—</p> <p>(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (5) or (7); and</p> <p>(b) must not be unreasonably withheld and EDF must meaningfully engage with the undertaker be provided within 28⁴² days of the date of submission of the plan under sub-paragraph (1).</p> <p>[...]</p> <p>(8) If EDF in accordance with sub-paragraphs (5) or (7) 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 <u>within 42 days of the date of submission of a plan pursuant to this paragraph</u>, paragraphs 233 to 235 and 238 to 240 apply as if the removal of the apparatus had been required by the undertaker under paragraph 239(2) provided that such written notice must be given by EDF to the undertaker within 28 days of submission of a plan pursuant to sub-paragraph (1).</p> <p>Expenses</p> <p>242.—(1) Save where otherwise agreed in writing between EDF and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to EDF within 30 days of receipt of an itemised invoice or claim from EDF all charges, costs and expenses reasonably <u>anticipated within the following three months or reasonably</u> and properly incurred by EDF in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised development including without limitation—</p> <p>[...]</p> <p><u>(6) Any sums paid by the undertaker to EDF under sub-paragraph (1) relating to anticipated costs and expenses will be returned on demand (in whole or in part as applicable) by EDF to the undertaker if not incurred.</u></p> <p>Indemnity</p> <p>243. [...]</p> <p><u>(7) Not to commence construction (and not to permit the commencement of such construction) of the authorised development on any land owned by EDF or in respect of which EDF has an easement or wayleave for its apparatus or any other interest or to carry out any works within 20 metres of EDF’s apparatus until the following conditions are satisfied provided that the following conditions do not apply in relation to any specified works that are undertaken by EDF—</u></p> <p><u>(a) unless and until EDF is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has first provided the acceptable security (and unless otherwise agreed with EDF (acting reasonably) provided evidence that it shall maintain such acceptable security for the construction period of the authorised development from the proposed date of commencement of construction of the authorised development) and EDF has confirmed the same to the undertaker in writing; and</u></p> <p><u>(b) unless and until EDF is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and unless otherwise agreed with EDF (acting reasonably) provided evidence to EDF that it shall maintain such acceptable insurance for the construction period of the authorised development from the proposed date of commencement of construction of the authorised development) and EDF has confirmed the same in writing to the undertaker.</u></p> <p><u>(8) In the event that the undertaker fails to comply with sub-paragraph (7), nothing in this Part of this Schedule will prevent EDF from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.</u></p> <p>[...]</p>	
Article 5(3) – Power to maintain the authorised development	Applicant and ExA	Added defined term “maintenance” to increase clarity in response to comments from	(3) This article does not authorise the carrying out of any <u>maintenance</u> works which are likely to give rise to any materially new or materially different effects that have not been assessed in the environmental statement.	G

		the ExA on the draft DCO		
Article 39 – Trees subject to tree preservation orders	Applicant and ExA	Amendments made in response to comments from the ExA on the draft DCO to add an express reference to the landscape and ecological management plan which contains a plan showing trees subject to Tree Preservation Orders	<p>39.—(1) The undertaker may fell or lop any tree that is subject to a tree preservation order within or overhanging land within the Order limits or cut back its roots, if it reasonably believes it to be necessary to do so in order to prevent the tree from obstructing or interfering with the construction, maintenance or operation of the authorised development or any apparatus used in connection with the authorised development, <u>fell or lop or cut back the roots of any tree that is subject to a tree preservation order and is—</u></p> <p>(a) <u>described in the outline landscape and ecological management plan;</u> (b) <u>described in the landscape and ecological management plan approved pursuant to Requirement 7; or</u> (c) <u>located within or overhanging land within the Order limits provided the tree preservation order is made after the date the landscape and ecological management plan is approved pursuant to Requirement 7.</u></p> <p>[...]</p>	G
Schedule 14 – Documents and plans to be certified – Parts 1 and 2	Applicant	Updated document references to reflect documents provided at Deadline 6.	[Not reproduced]	G
Schedule 16 – Protective Provisions – Part 1 – For the protection of electricity, gas, water and sewerage undertakers – paragraph 2(e)	Applicant	Amendment to reflect the inclusion of a new Part 19 providing bespoke protections for the UKAEA	(a) any other mains, pipelines or cables that are not the subject of the protective provisions in Parts 2 to 18 19 of this Schedule;	G
Schedule 16 – Protective Provisions – Part 10 – For the protection of railway interests – paragraph 118	Applicant and Network Rail	Addition of protection from the exercise of various powers of the Order following agreement with Network Rail.	<p>118. Not used</p> <p><u>118.—(1) The undertaker must not exercise the powers conferred by—</u></p> <p>(a) <u>article 3 (development consent etc. granted by this Order);</u> (b) <u>article 5 (power to maintain the authorised development);</u> (c) <u>article 16 (discharge of water);</u> (d) <u>article 19 (authority to survey and investigate the land);</u> (e) <u>article 20 (compulsory acquisition of land);</u> (f) <u>article 22 (compulsory acquisition of rights);</u> (g) <u>article 23 (private rights);</u> (h) <u>article 25 (acquisition of subsoil only);</u> (i) <u>article 26 (power to override easements and other rights);</u> (j) <u>article 29 (temporary use of land for constructing the authorised development);</u> (k) <u>article 30 (temporary use of land for maintaining the authorised development);</u> (l) <u>article 31 (statutory undertakers);</u> (m) <u>article 38 (felling or lopping of trees and removal of hedgerows);</u> (n) <u>article 39 (trees subject to tree preservation orders);</u> (o) <u>the powers conferred by section 11(3) (power of entry) of the 1965 Act;</u> (p) <u>the powers conferred by section 203 (power to override easements and rights) of the Housing and Planning Act 2016;</u> (q) <u>the powers conferred by section 172 (right to enter and survey land) of the Housing and Planning Act 2016;</u> <u>in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.</u></p> <p><u>(2) The undertaker must not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any railway property, unless preventing such access is with the consent of Network Rail.</u></p> <p><u>(3) The undertaker must not exercise the powers conferred by sections 271 or 272 of the 1990 Act, article 31 (statutory undertakers), article 26 (power to override easements and other rights) or article 23 (private rights), in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.</u></p> <p><u>(4) The undertaker must not under the powers of this Order acquire or use or acquire new rights over, or seek to impose any restrictive covenants over, any railway property, or extinguish any existing rights of Network Rail in respect of any third party property, except with the consent of Network Rail.</u></p>	G

			<p>(5) The undertaker must not under the powers of this Order do anything which would result in railway property being incapable of being used or maintained or which would affect the safe running of trains on the railway.</p> <p>(6) Where Network Rail is asked to give its consent pursuant to this paragraph, such consent must not be unreasonably withheld but may be given subject to reasonable conditions but it shall never be unreasonable to withhold consent for reasons of operational or railway safety (such matters to be in Network Rail's absolute discretion).</p> <p>(7) The undertaker must enter into an asset protection agreement prior to the carrying out of any specified work.</p>	
Schedule 16 – Protective Provisions – Part 14 – For the protection of Uniper UK Limited	Applicant and Uniper UK Limited	Amendments reflect ongoing discussions with Uniper for protective provisions	[Not reproduced]	G
Schedule 16 – Protective Provisions – Part 19 – For the protection of the UK Atomic Energy Authority	Applicant and UKAEA	Amendments implement the majority of the changes requested by the UKAEA with the exception of paragraph 254. The Applicant is continuing to discuss the form of protective provisions and an agreement with the UKAEA.	[Not reproduced]	G
Article 35(5)	Applicant and Marine Management Organisation (MMO)	Amended in response to comments made by the MMO in [REP5-098] to address concerns that the MMO may not be aware of the identity of the licence holder for enforcement purposes following a transfer pursuant to article 35 of the Order. For further information, please see reference MMO-07 in the Applicant's Responses to Deadline 6 Submissions [EX7/WB8.1.42]	(5) Where the consent of the Secretary of State is not required, the undertaker must notify the Secretary of State and, if the transfer or grant of the benefit includes the whole or part of the benefit of the provisions of the deemed marine licence, the MMO in writing before transferring or granting a benefit referred to in paragraph (1).	H
Schedule 9 – Deemed Marine Licence – Paragraph 4(2)	Applicant and MMO	Correction of the format of the coordinates in the table at paragraph 4(1).	(2) The coordinates in sub-paragraph (1) are defined in accordance with reference system WGS84 – World Geodetic System 1984 British National Grid (BNG) format .	H
Schedule 9 – Deemed Marine Licence – Paragraph 5	Applicant and MMO	Addition of new sub-paragraph in response to comments made by the MMO in [REP5-098] to address concerns that the MMO may not be aware of the identity of the licence holder for enforcement purposes following a transfer pursuant to article 35 of the Order. For further	<p>5.(1) The provisions of section 72 (variation, suspension, revocation and transfer) of the 2009 Act apply to this licence except that the provisions of section 72(7) relating to the transfer of the licence only apply to a transfer not falling within article 35 (consent to transfer the benefit of the Order) of the Order.</p> <p>(2) The undertaker must notify the MMO in writing as soon as practicable following the Secretary of State giving consent for any transfer or grant of the benefit of the whole or any part of the benefit of the provisions of this licence, such notification being in the form required by article 35(6) of the Order.</p>	H

		information, please see reference MMO-07 in the Applicant's Responses to Deadline 6 Submissions [EX7/WB8.1.42]		
Schedule 9 – Deemed Marine Licence – Paragraph 6	Applicant and MMO	Amendment of paragraph 6 in response to comments made by the MMO in [REP5-098], to make it clear that the conditions approved under the DML are to be in accordance with the principles and assessments in the Environmental Statement. For further information, please see reference MMO-08 in the Applicant's Responses to Deadline 6 Submissions [EX7/WB8.1.42]	6. With respect to any condition which requires the licensed activities to be carried out in accordance with the plans, protocols or statements approved under this Schedule licence , the approved details, plan or project must be in accordance with the principles and assessments set out in the environmental statement and are taken to include any amendments that may subsequently be approved in writing by the MMO.	H
Schedule 9 – Deemed Marine Licence – Paragraph 8	Applicant and MMO	New paragraph added at the request of the MMO in [REP5-098]. For further information, please see reference MMO-06 in the Applicant's Responses to Deadline 6 Submissions [EX7/WB8.1.42]	8. If the undertaker becomes aware that any of the information on which the granting of this licence was based was materially false or misleading, the undertaker must notify the MMO of this fact in writing as soon as reasonably practicable and the notification must include an explanation setting out what information was materially false or misleading and provide the correct information.	H
Schedule 9 – Deemed Marine Licence – Paragraph 8	Applicant and MMO	New paragraph added in response to a request from the MMO in [REP5-098] relating to clarity over the period the DML is in force. For further information, please see reference MMO-05 in the Applicant's Responses to Deadline 6 Submissions [EX7/WB8.1.42]	9. This licence remains in force until that part of the authorised development which is located within the area of the river Trent bounded by the coordinates specified in paragraph 4 has been decommissioned in accordance with the decommissioning plan approved under Condition 19 and notification of completion of decommissioning activities has been provided to the MMO in accordance with Condition 19(4).	H
Schedule 9 – Deemed Marine Licence – Paragraph 16	Applicant and MMO	New sub-paragraph added in response to the MMO's request for a timeframe for submission of the construction programme. The timeframe of 10 weeks is consistent with Schedule 17 for the discharge of requirements and is considered appropriate. For further information,	16. (1) [...] (2) The design plan and construction programme must be submitted at least 10 weeks prior to the commencement of the licenced activities or any part of those activities.	H

		please see reference MMO-11 in the Applicant's Responses to Deadline 6 Submissions [EX7/WB8.1.42]		
Schedule 9 – Deemed Marine Licence – Paragraph 19	Applicant and MMO	New paragraph added in response to a request from the MMO in [REP5-098] relating to clarity over the period the DML is in force. The timescale of five days is stated by the MMO to be the required timescale for notification of completion of a licensed activity. For further information, please see references MMO-05 and MMO-09 in the Applicant's Responses to Deadline 6 Submissions [EX7/WB8.1.42]	(4) Within five days of the completion of the decommissioning activities, the undertaker must notify the MMO of the date that all decommissioning activities were completed.	H
Schedule 14 – Documents and Plans to be Certified	Applicant	Updated to correct order of documents and to include references to documents provided at Deadline 7.	[Not reproduced]	H
Schedule 3 – Part 19 – For the Protection of the National Grid Electricity Transmission plc	Applicant and NGET	Various amendments as agreed with NGET	[Not reproduced]	H
Schedule 17 – Part 19 – For the Protection of the UK Atomic Energy Authority	Applicant and UKAEA	Amendment agreed with the UKAEA	Acquisition of land 254. [Not used] 254. 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— (a) appropriate or acquire or take temporary possession of or entry to the West Burton Power Station; or (b) appropriate, acquire, extinguish, interfere with or override any easement, other interest or right or apparatus of UKAEA, otherwise than by agreement.	H
Schedule 17 – Part 19 – For the Protection of the UK Atomic Energy Authority	Applicant and UKAEA	Amendment agreed with the UKAEA	262. Notwithstanding article 45 (service of notices), any plans submitted to UKAEA by the undertaker pursuant to paragraph 255 must be submitted to UKAEA addressed to the company secretary and copied to the land and estates team and sent to [FBC] Culham Campus, Abingdon, Oxfordshire, OX14 3DB , or to such other address as UKAEA may from time to time appoint instead for that purpose and notify to the undertaker in writing.	H

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
05-052a, 05-054a, 06-072b, 06-072c, 06-072d, 06-073b	1	22/12/2023	The Parochial Church Council Of The Parish Of Stow-In-Lindsey	Category 2	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
01-002a	1	03/01/2024	John Stuart Mark Bradshaw	Category 1	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application

Plot Number	Part	Date of Change	Contact Name	Nature of Land Interest	Change Made	Reasons for Change	Relevant Doc. Version
01-002a, 07-099a	1	03/01/2024	Lincolnshire County Council	Category 1	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
05-052a, 05-054a, 06-072c, 06-072d	1	03/01/2024	Andrew David Barker	Category 1	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
05-052a, 05-054a, 06-072c, 06-072d	1	03/01/2024	Horace Malcolm Barker	Category 1	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
05-052a, 05-054a, 06-072c, 06-072d	1	03/01/2024	Robert Simon Barker	Category 1	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
06-072a, 06-072b, 06-073a, 06-073b, 06-074a	1 & 3	03/01/2024	Network Rail Infrastructure Limited	Category 1 & 2	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
05-052a, 05-054a, 06-072c, 06-072d	1	03/01/2024	Robin Andrew Barker	Category 1	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
05-052a, 05-054a	1	03/01/2024	West Burton Solar Project Limited	Category 2	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
05-052a, 05-054a	1	03/01/2024	Stow Park Solar Ltd	Category 2	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
06-072a, 06-074a, 07-099a	1 & 3	03/01/2024	Northern Powergrid (Yorkshire) PLC	Category 2	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
07-099a, 10-183c	1 & 3	03/01/2024	Anglian Water Services Limited	Category 2	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
07-099a	1	03/01/2024	Claire Amanda Hunt	Category 1	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
07-099a	1	03/01/2024	Dorothy Annette Wright	Category 1	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
07-099a	1	03/01/2024	Greta Mary Hill	Category 1	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
07-099a	1	03/01/2024	Jonathan Hill	Category 1	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
07-099a	1	03/01/2024	Matthew Colin Wright	Category 1	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
07-099a, 10-183b, 10-183c, 10-194a	1 & 3	03/01/2024	Openreach Limited	Category 2	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
07-099a	1	03/01/2024	Prime Life Limited	Category 1	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
07-099a, 10-194a, 10-183a, 10-183b, 10-183c, 10-183d	1, 2 & 3	03/01/2024	Severn Trent Water Limited	Category 2	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
01-002a	1, 2 & 3	03/01/2024	Unknown	Category 2	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application

Plot Number	Part	Date of Change	Contact Name	Nature of Land Interest	Change Made	Reasons for Change	Relevant Doc. Version
01-002a	1	03/01/2024	Unknown	Category 1	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
05-052a	1, 2 & 3	03/01/2024	Unknown	Category 2	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
05-052a	1	03/01/2024	Unknown	Category 1	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
06-072a, 06-072b, 06-073a, 06-073b, 06-074a	1, 2 & 3	03/01/2024	Unknown	Category 2	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
06-072a, 06-072b, 06-073a, 06-073b, 06-074a	1	03/01/2024	Unknown	Category 1	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
07-099a	1, 2 & 3	03/01/2024	Unknown	Category 2	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
07-099a	1	03/01/2024	Unknown	Category 1	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
10-183a, 10-183b, 10-183c, 10-183d, 10-194a	1, 2 & 3	03/01/2024	Unknown	Category 2	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
10-183a, 10-183c, 10-183d	1	03/01/2024	Unknown	Category 1	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
06-072c, 06-072d	1, 2 & 3	03/01/2024	Unknown	Category 2	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
10-194a, 10-183a, 10-183b, 10-183c, 10-183d	1	03/01/2024	EDF Energy (Thermal Generation) Limited	Category 1	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
10-183c	1 & 3	03/01/2024	National Grid Electricity Distribution (East Midlands) PLC	Category 2	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
10-194a, 10-183a, 10-183b, 10-183c, 10-183d	1, 2 & 3	03/01/2024	Environment Agency	Category 2	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
10-194a, 10-183a, 10-183b, 10-183c, 10-183d	1, 2 & 3	03/01/2024	National Grid Electricity Transmission PLC	Category 2	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
10-194a, 10-183a, 10-183b, 10-183c, 10-183d	1, 2 & 3	03/01/2024	Tarmac Aggregates Limited	Category 2	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
10-194a, 10-183a, 10-183b, 10-183c, 10-183d	1, 2 & 3	03/01/2024	The Office of Rail and Road	Category 2	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
10-194a, 10-183a, 10-183b, 10-183c, 10-183d	1, 2 & 3	03/01/2024	West Burton B Limited	Category 2	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application

Plot Number	Part	Date of Change	Contact Name	Nature of Land Interest	Change Made	Reasons for Change	Relevant Doc. Version
10-183b	1 & 3	03/01/2024	Exolum Pipeline System Ltd	Category 2	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
10-183d, 10-194a	1	03/01/2024	Nottinghamshire County Council	Category 1	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
10-194a, 10-183b	1	03/01/2024	Church Commissioners For England	Category 1	Interest added	Plot created due to Change Application, new interests added.	Rev D – Change Application
10-183b	1	03/01/2024	Unknown	Category 1	Interest added	Ongoing due diligence has identified an unknown interest in respect of mines and minerals.	Rev E
10-183b, 10-194a	1, 2 & 3	03/01/2024	Nottinghamshire County Council	Category 2	Interest added	Ongoing due diligence has identified Nottinghamshire County Council has a Category 2 interest in these plots.	Rev E
08-155	1	22/12/2023	David Robert Noar	Category 1	Address updated	Ongoing due diligence has identified a spelling mistake in David Robert Noar's address.	Rev E
08-155	1	22/12/2023	John Bridgett	Category 1	Address updated	Ongoing due diligence has identified a spelling mistake in John Bridgett's address.	Rev E
08-155	1	22/12/2023	Steven Course	Category 1	Address updated	Ongoing due diligence has identified a spelling mistake in Steven Course's address.	Rev E
10-183, 10-183a, 10-183b, 10-183c, 10-183d, 10-184, 10-185, 10-194a	1, 2 & 3	12/01/2024	UK Atomic Energy Authority	Category 2	Interest added	Ongoing due diligence has identified the UK Atomic Energy Authority has a Category 2 interest in these plots.	Rev E
05-060, 05-061, 06-064	2	09/02/2024	Exolum Pipeline System Ltd	Category 2	Interest added	Ongoing due diligence has identified that Exolum Pipeline System Ltd has a Category 2 interest in these plots.	Rev E
02-026, 02-027, 02-030, 02-031, 02-033, 04-040, 04-041, 04-042, 04-043, 04-043a	1, 2 & 3	09/02/2024	Harlaxton Energy Networks Limited	Category 2	Interest added	Ongoing due diligence has identified that Harlaxton Energy Networks Limited has a Category 2 interest in these plots.	Rev E
04-052, 05-054, 05-054a, 05-062, 05-063, 05-063a, 06-065, 06-075, 06-078, 06-079	1, 2 & 3	09/02/2024	Unknown	Category 2	Interest added	Ongoing due diligence has identified an unknown Category 2 interest in these plots.	Rev E
05-054a	1	09/02/2024	Unknown	Category 1	Interest added	Ongoing due diligence has identified an unknown interest in relation to mines and minerals.	Rev E
06-081	1	26/02/2024	Michael Foster	Category 1	Interest added	Ongoing due diligence has identified that Michael Foster has an ad medium filum interest in this plot.	Rev E
01-002a	1 & 3	16/04/2024	Openreach Limited	Category 2	Interest added	Ongoing due diligence has identified that Openreach Limited has a Category 2 interest in this plot	Rev F
08-132	1 & 3	16/04/2024	National Grid Electricity Distribution (East Midlands) PLC	Category 2	Interest added	Ongoing due diligence has identified that National Grid Electricity Distribution (East Midlands) PLC has a Category 2 interest in this plot	Rev F

Plot Number	Part	Date of Change	Contact Name	Nature of Land Interest	Change Made	Reasons for Change	Relevant Doc. Version
06-076	1 & 3	16/04/2024	Network Rail Infrastructure Limited	Category 2	Interest added	Ongoing due diligence has identified that Network Rail Infrastructure Limited has a Category 2 interest in this plot	Rev F
06-085	1 & 3	16/04/2024	Exolum Pipeline System Ltd	Category 2	Interest added	Ongoing due diligence has identified that Exolum Pipeline System Ltd has a Category 2 interest in this plot	Rev F
02-029, 07-098, 07-099, 07-099a, 07-100, 07-101, 07-102	1 & 3	16/04/2024	Lincolnshire County Council	Category 2	Interest added	Ongoing due diligence has identified that Lincolnshire County Council has a Category 2 interest in these plots	Rev F

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
01-002a	22/12/2023	New Plot added to Book of Reference and introduction pages	Change Application created new plot.
05-052a	22/12/2023	New Plot added to Book of Reference and introduction pages	Change Application created new plot.
05-054	22/12/2023	Acquisition type updated.	Change Application caused the acquisition type of this plot to change.
05-054a	22/12/2023	New Plot added to Book of Reference and introduction pages	Change Application created new plot.
06-072a	22/12/2023	New Plot added to Book of Reference and introduction pages	Change Application created new plot.
06-072b	22/12/2023	New Plot added to Book of Reference and introduction pages	Change Application created new plot.
06-072c	22/12/2023	New Plot added to Book of Reference and introduction pages	Change Application created new plot.
06-072d	22/12/2023	New Plot added to Book of Reference and introduction pages	Change Application created new plot.
06-073a	22/12/2023	New Plot added to Book of Reference and introduction pages	Change Application created new plot.
06-073b	22/12/2023	New Plot added to Book of Reference and introduction pages	Change Application created new plot.
06-074a	22/12/2023	New Plot added to Book of Reference and introduction pages	Change Application created new plot.
07-099a	22/12/2023	New Plot added to Book of Reference and introduction pages	Change Application created new plot.
10-183a	22/12/2023	New Plot added to Book of Reference and introduction pages	Change Application created new plot.
10-183b	22/12/2023	New Plot added to Book of Reference and introduction pages	Change Application created new plot.
10-183c	22/12/2023	New Plot added to Book of Reference and introduction pages	Change Application created new plot.
10-183d	22/12/2023	New Plot added to Book of Reference and introduction pages	Change Application created new plot.
10-194a	22/12/2023	New Plot added to Book of Reference and introduction pages	Change Application created new plot.
10-183d	22/12/2023	Plot description updated.	Ongoing due diligence has identified that this plot is part of the adopted highway.