

Cottam Solar Project

Schedule of Changes (Deadline 3)

Prepared by: Lanpro Services
December 2023

PINS Reference: EN010133
Document Reference: EX3/C8.1.7_B
The Infrastructure Planning (Examination Procedure) Rules 2010
Rule 8(1)(k)



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Issue Sheet

Report Prepared for: Cottam Solar Project Ltd.

Schedule of Changes (Deadline 3)

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Original	17 October 2023	AV	TS
A	21 November 2023	AV	TS
B	19 December 2023	AV	TS

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 Cottam Solar Project Limited (the 'Applicant') for a Development Consent order on 12 January 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
C1.3 Guide to the Application	[APP-003]	Revision A [AS-005]	24 April 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.
C2.2 Land Plan	[APP-006]	Revision A [AS-006]	24 April 2023	Plans amended to show missing plot labels, increase the font size of plot descriptions, and to correctly identify rights being sought to ensure consistency with the Draft Development Consent Order, Book of Reference, and Statement of Reasons.	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 C8.1.1 Cottam Solar Project Pre-Examination Response to S51 Advice Cover Letter [AS-004].
C2.4 Works Plan	[APP-007]	Revision A [AS-007]	24 April 2023	Plans amended to ensure consistency with the Draft Development Consent Order. Missing labels have been added to all works areas, and erroneous inclusion of works have been amended.	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 C8.1.1 Cottam Solar Project Pre-Examination Response to S51 Advice Cover Letter [AS-004].
C2.5 Public Rights of Way Plan	[APP-008]	Revision A [AS-008]	24 April 2023	Erroneous label for point 19ii/a has been amended to 19ii/b	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 C8.1.1 Cottam Solar Project Pre-Examination Response to S51 Advice Cover Letter [AS-004].

Document Name	Submitted Document Reference	Revision and New Reference	Deadline and Date Submitted	Change	Reason for Change
C2.12 Crown Land Plan	[APP-014]	Revision A [AS-009]	24 April 2023	Presentational amendments to the plans to correctly show north arrows, and to increase the font size of plot descriptions.	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 C8.1.1 Cottam Solar Project Pre-Examination Response to S51 Advice Cover Letter [AS-004].
C2.13 Streets Plan	[APP-015]	Revision A [AS-010]	24 April 2023	Leader lines have been added for those reference points 19c, 19d, 19e, and 19f, and offset away from the road for clarity.	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 C8.1.1 Cottam Solar Project Pre-Examination Response to S51 Advice Cover Letter [AS-004].
C3.1 Draft Development Consent Order	[APP-018]	Revision A [AS-013]	24 April 2023	Typographical errors and missing or erroneous information 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 C8.1.1 Cottam Solar Project Pre-Examination Response to S51 Advice Cover Letter [AS-004].
C4.1 Statement of Reasons	[APP-018]	Revision A [AS-013]	24 April 2023	Typographical errors and missing or erroneous plot numbers 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 C8.1.1 Cottam Solar Project Pre-Examination Response to S51 Advice Cover Letter [AS-004].

Document Name	Submitted Document Reference	Revision and New Reference	Deadline and Date Submitted	Change	Reason for Change
C4.3 Book of Reference	[APP-020]	Revision A [AS-015]	24 April 2023	Changes to plot interests, including adding or removing plot interests, and updates to interested party contact information have been made. Changes to plot information as a result of description changes, additional, removal or splitting of plots has also been addressed.	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 C8.1.1 Cottam Solar Project Pre-Examination Response to S51 Advice Cover Letter [AS-004].

Table 2.2: Schedule of Changes Made at Deadline 1

Document Updated	Submitted Document Reference	New Document Reference	Deadline and Date Submitted	Change	Reason for Change
C1.3_A Guide to the Application	[AS-005]	Revision B [EX1/C1.3_B]	Deadline 1 17 October 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.
C2.2_A Land Plan	[AS-006]	Revision B [EX1/C2.2_A]	Deadline 1 17 October 2023	See Table 4.1 below.	See Table 4.1 below.
C2.13_A Streets Plan	[AS-010]	Revision B [EX1/C2.13_B]	Deadline 1 17 October 2023	Plans amended and note added to Key to show private access to be temporarily stopped up, private access works and	ExA Request ISH1. To identify private roads that might be affected by Article 12.

Document Updated	Submitted Document Reference	New Document Reference	Deadline and Date Submitted	Change	Reason for Change
				private access subject to traffic regulation measures.	
C3.1_A Draft Development Consent Order	[AS-012]	Revision B [EX1/C3.1_B]	Deadline 1 17 October 2023	See Table 3.1 below.	See Table 3.1 below.
C4.3_A Book of Reference	[AS-016]	Revision B [EX1/C4.3_B]	Deadline 1 17 October 2023	See Tables 5.1 and 6.1 below.	See Tables 5.1 and 6.1 below.
C6.2.4 ES Chapter 4: Scheme Description	[APP-039]	Revision A [EX1/C6.2.4_A]	Deadline 1 17 October 2023	Paragraph 4.5.52 updated to increase the minimum distance of launch and reception pits from 10m to 16m in response to Environment Agency's request. Amendments to document references.	At EA's Request to comply with FRA 3. To reflect the latest document references.
C6.2.7 ES Chapter 7: Climate Change	[APP-042]	Revision A [EX1/C6.2.7_A]	Deadline 1 17 October 2023	Paragraph 7.8.54 amended for the replacement rate of PVs from 0.04% to 0.4%. Amendments to document references and figures/tables within the document.	To correct a typo. To reflect the latest document references and correct figures/table references within the document.
C6.2.19 ES Chapter 19: Soils and Agriculture	[APP-054]	Revision A [EX1/C6.2.19_A]	Deadline 1 17 October 2023	Sections 19.3, 19.7 and 19.9 and Table 19.2 revised to clarify that land will be restored after decommissioning without permanent	To reflect the Agricultural Land Classification use of the land that was identified as permanently lost.

Document Updated	Submitted Document Reference	New Document Reference	Deadline and Date Submitted	Change	Reason for Change
				loss and to clarify the extent of agricultural use during operation.	
C6.2.22 ES Chapter 22: Mitigation Schedule	[APP-057]	Revision A [EX1/ C6.2.22_A]	Deadline 1 17 October 2023	New paragraph added to Hydrology, Flood Risk and Drainage ES Chapter for Operational phase of the development relating to Measures in Scheme Design to include the location of sensitive electrical equipment.	For precision and to reflect the location of sensitive electrical equipment as set out in the Flood Risk Assessment and Drainage Strategy [APP-090].
C6.3.8.2 ES Appendix 8.2 Assessment of Potential Landscape Effects	[APP-074]	Revision A [EX1/ C6.3.8.2_A]	Deadline 1 17 October 2023	C6.3.8.2.2.1 RLCT4a Cottam 1 added. C6.3.8.2.8.2 Natural Designations Cottam 2 added C6.3.8.2.8.3 Natural Designations Cottam 3a and 3b added	Pages missing from the submission version of the document have been added.
C6.3.9.7 Great Crested Newts Survey Report	[APP-084]	Revision A [EX1/ C6.3.9.7_A]	Deadline 1 17 October 2023	Paragraphs 2.2.11, 4.1.6 and Figure 11, added; Paragraph 2.2.22 deleted and Paragraphs 3.2.6, 4.1.2, 4.1.5, 4.1.7, 4.2.4 and Tables 7, 12 updated to include 2023 Great Crested Newts Survey.	To provide information on the likely presence or likely absence of Great Crested Newts for 6 additional ponds along the cable corridors where access had not been previously arranged and of a further three ponds which were previously found to be dry.
C6.3.14.2 Construction Traffic Management Plan	[APP-135]	Revision A [EX1/ C6.3.14.2_A]	Deadline 1 17 October 2023	Construction Traffic Management Plan updated to take equestrians and reinstatement of private roads into account.	ExA Request ISH1 and to address the British Horse Society's Relevant Representation [RR-023].

Document Updated	Submitted Document Reference	New Document Reference	Deadline and Date Submitted	Change	Reason for Change
				Addition of indicative construction access drawings for the Sites and the Cable Route Corridor.	To identify private roads that might be affected by Article 12. Details for construction access added in response to comments raised at ISH1.
C6.3.14.3 Public Rights of Way Management Plan	[APP-136]	Revision A [EX1/ C6.3.14.3_A]	Deadline 1 17 October 2023	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 Relevant Representation [RR-023] and comments raised at ISH1.
C6.4.8.16.1 to C6.4.8.16.10 Landscape and Ecology Mitigation and Enhancement Plans	[APP-305 to APP-315]	Revision A [EX1/ C6.4.8.16.1_A to EX1/ C6.4.8.16.10_A]	Deadline 1 17 October 2023	Correction of typos, to show additional hedgerows to be removed and to provide clarity of IDB Drain locations.	Minor editorial changes for clarity.
C6.5 ES Non-Technical Summary	[APP-336]	Revision A [EX1/C6.5_A]	Deadline 1 17 October 2023	Paragraphs 6.3.14 to 6.3.16, and 6.3.20 to 6.3.21, updated clarifying as to which part of the Site, and which assessment period the effects relate to.	To provide clarity and consistency and minor editorial changes.

Document Updated	Submitted Document Reference	New Document Reference	Deadline and Date Submitted	Change	Reason for Change
				<p>Paragraph 6.9.9 updated to reflect amendments to include for equestrian traffic and PRoW users in revisions to the CTMP and PRoWMP.</p> <p>Paragraph 6.14.8 updated to ensure consistency with the revised Soils and Agriculture ES Chapter.</p>	
C7.1 Outline Construction Environmental Management Plan	[APP-337]	Revision A [EX1/C7.1_A]	Deadline 1 17 October 2023	Table 3.11 updated to include 'Discovery Strategy' and clarify that the Environment Agency's and Local Planning Authority's review will be sought should contamination on site be discovered.	To address the Environment Agency's Relevant Representation [RR-026].
C7.3 Outline Landscape and Ecological Management Plan	[APP-339]	Revision A [EX1/C7.3_A]	Deadline 1 17 October 2023	Paragraph 1.1.5 added to clarify the approach to be adopted in relation to the proposed minor hedgerow removal works.	To address the Environment Agency's Relevant Representation [RR-026].
C7.5 Planning Statement	[APP-341]	Revision A [EX1/C7.5_A]	Deadline 1 17 October 2023	<p>Updated document and appendices to reflect the recent changes in policy as set out in:</p> <ul style="list-style-type: none"> Overarching National Policy Statement for Energy (EN-1), March 2023; and 	To present the most up to date policy position and planning history.

Document Updated	Submitted Document Reference	New Document Reference	Deadline and Date Submitted	Change	Reason for Change
				<ul style="list-style-type: none"> National Policy Statement for Renewable Energy Infrastructure (EN-3), March 2023. Central Lincolnshire Local Plan (CLLP), April 2023; Superseded Central Lincolnshire Local Plan 2012-2036 (SLLP), 2017; National Planning Policy Framework (NPPF), September 2023. <p>Updated planning history.</p>	
C7.15 Concept Design Parameters	[APP-352]	Revision A [EX1/C7.15_A]	Deadline 1 17 October 2023	<p>Table 2.1 updated to include the position of electrical infrastructure associated with the panels.</p> <p>Table 2.1: Conversion Units: Design Parameter amended to remove reference to <i>unless sited within a higher risk flood zone, in which case it could be up to 4.5 m in height.</i></p> <p>Table 2.6 updated to specify minimum drilling, boring depth under the River Trent to be 5 meters.</p>	<p>For consistency with ES Chapter 22: Mitigation Schedule [C6.2.19_A] and Flood Risk Assessment and Drainage Strategy [APP-090].</p> <p>Raised at ISH1.</p>

Document Updated	Submitted Document Reference	New Document Reference	Deadline and Date Submitted	Change	Reason for Change
C7.17 Crossing Schedule	[APP-354]	Revision A [EX1/C7.17_A]	Deadline 1 17 October 2023	<p>Sheet 12 – addition of a new crossing location across River Till at Cottam 1 south, east of Sturton by Stow.</p> <p>Sheet 18 – addition of 2no. water services (blue line) to the west of Cottam Power Station.</p> <p>Sheet 19 – additional of 2no. water services (blue line) to the west and south of Cottam Power Station, to the north of Torksey Ferry Road.</p> <p>Appendix 1 updated to include the additional crossings.</p> <p>Minor editorial changes.</p>	<p>To identify missing crossing location.</p> <p>Services identified by Uniper to be included on the Crossing Schedule to ensure they are suitably crossed by cable works.</p> <p>For clarity and consistency.</p> <p>Minor editorial changes for clarity.</p>
C7.21 Water Framework Directive Assessment	[APP-358]	Revision A [EX1/C7.21_A]	Deadline 1 17 October 2023	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-026].

Table 2.3: Schedule of Changes Made at Deadline 2

Document Updated	Submitted Document Reference	New Document Reference	Deadline and Date Submitted	Change	Reason for Change
C1.3_B Guide to the Application (Revision B)	[REP-001]	Revision C [EX2/C1.3_C]	Deadline 2 21 November 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.
C2.5_A Public Rights of Way Plan (Revision A)	[AS-008]	Revision B [EX2/C2.5_B]	Deadline 2 21 November 2023	Added information about Definitive Map Modification Order (DMMO) applications and proposed temporary stops and diversion areas.	To respond to information received regarding Definitive Map Modification Order applications.
C2.6 Access Plan	[APP-009]	Revision A [EX2/C2.6_A]	Deadline 2 21 November 2023	Realignment of a number of Access Locations: Cottam: AC104 Removed from Access Plan Cottam: AC105 Moved to the north to accord with Gate Burton. Cottam: AC108 Moved to the north to accord with Gate Burton. Cottam: AC109 Moved to the west to accord with Gate Burton.	To align with Gate Burton Energy Park access locations where feasible within the shared cable route corridor.

Document Updated	Submitted Document Reference	New Document Reference	Deadline and Date Submitted	Change	Reason for Change
				Cottam: AC110 Moved to the west to accord with Gate Burton.	
C3.1_B Draft Development Consent Order (Revision B)	[REP-006]	Revision C [EX2/C3.1_C]	Deadline 2 21 November 2023	See Table 3.1 below.	See Table 3.1 below.
C4.3_B Book of Reference (Revision B)	[REP-008]	Revision C [EX2/C4.3_C]	Deadline 2 21 November 2023	See Tables 5.1 and 6.1 below.	See Tables 5.1 and 6.1 below.
C6.2.8 Environmental Statement Chapter 8: Landscape and Visual Impact	[APP-043]	Revision A [EX2/C6.2.8_A]	Deadline 2 21 November 2023	Clarifications and corrections.	Following identification of typographical errors within the main ES Chapter 8:L VIA [C6.2.8_A].
C6.2.23 Environmental Statement Chapter 23: Summary of Significant Effects	[APP-058]	Revision A [EX2/C6.2.23_A]	Deadline 2 21 November 2023	Clarifications and corrections in Schedule of Significant Effects Table 23.1	To address inconsistencies identified in ExA FWQ 1.2.32 between a number of topic specific ES Chapters and Chapter 23. In response to ExA FWQ 1.2.25 regarding assessment of 60 year time limit.

Document Updated	Submitted Document Reference	New Document Reference	Deadline and Date Submitted	Change	Reason for Change
C6.3.8.3 ES Appendix 8.3 Assessment of Potential Visual Effects	[APP-075]	Revision A [EX2/ C6.3.8.3_A]	Deadline 2 21 November 2023	Receptors VP06, VP56, VP58 and VP61 updated to take account of LCC LIR LVIA Anomalies. Receptors VP20 and T099 updated to take account of panel area correction.	To address anomalies identified in the Lincolnshire Local Impact Report [REP-085].
C6.3.14.1 ES Appendix 14.1 Transport Assessment	[APP-134]	Revision A [EX2/C6.3.14.1_A]	Deadline 2 21 November 2023	Amendments to the shared cable route access points and updated indicative access plans.	To align with Gate Burton Energy Park access points where possible to reduce impact of construction accesses.
C6.3.14.2_A ES Appendix 14.2 Construction Traffic Management Plan (Revision A)	[REP-016]	Revision B [EX2/C6.3.14.2_B]	Deadline 2 21 November 2023	amendments re shared cable route access points and updated indicative access plans. Text re removal of any temporary accesses and the restoration of the affected land added.	To align with Gate Burton Energy Park access points where possible to reduce impact of construction accesses. Temporary access reinstatement added in response to ExA FWQ
C6.3.14.3_A ES Appendix 14.3 Public Rights of Way Management Plan (Revision A)	[REP-018]	Revision A [EX2/C6.3.14.3_A]	Deadline 2 21 November 2023	updates to add references to identified DMMO routes and update to Appendix B plan to include DMMO routes.	In response to application made to Lincs CC for Definitive Map Modification Order (DMMO).
C6.3.19.2 ES Appendix 19.2 Outline Soils Management Plan	[APP-146]	Revision A [EX2/C6.3.19.2_A]	Deadline 2 21 November 2023	Insertion of new paragraph 3.1.4	In response to Natural England request to ensure no degradation of the baseline ALC grade following decommissioning work.

Document Updated	Submitted Document Reference	New Document Reference	Deadline and Date Submitted	Change	Reason for Change
C6.5_A Environmental Statement Volume 4: Non-Technical Summary (Revision A)	[REP-035]	Revision B [EX2/C6.5_B]	Deadline 2 21 November 2023	Clarifications and corrections	To address inconsistencies identified in ExA FWQ 1.2.32 between a number of topic specific ES Chapters and Chapter 23. Non-Technical Summary updated for consistency. And to ensure consistency with updates to ES Chapter 8: LVIA [EX2/C6.2.8_A]
C7.1_A Outline Construction Environmental Management Plan (Revision A)	[REP-037]	Revision B [EX2/C7.1_B]	Deadline 2 21 November 2023	Text added re rainwater harvesting Text added re potential night time construction noise. Text added re HDD spillages. Text added re land drain avoidance, rerouting and reinstatement. Text added to Commit to no bank holiday, public holiday construction activities.	At request of Anglian Water
C7.3_A Outline Landscape and Ecological Management Plan (Revision A)	[REP-045]	Revision B [EX2/C7.3_B]	Deadline 2 21 November 2023	Text added to address management prescriptions	requested by ExA FWQs WQ1 1.5.9

Document Updated	Submitted Document Reference	New Document Reference	Deadline and Date Submitted	Change	Reason for Change
C7.5_A Planning Statement (Revision A)	[REP-047]	Revision B [EX2/C7.5_B]	Deadline 2 21 November 2023	<p>Additions to Appendix 3 and Planning Statement to capture new policy docs.</p> <p>Additions to Appendix 2 to capture 1/22/01031/CDM.</p> <p>Amendment to Appendix 4 to remove reference to superseded Lincolnshire local plan and include additional neighbourhood plan policy assessment .</p> <p>Amendment to para 5.4.9 of planning statement to remove NPS EN-3</p> <p>Amendment to Section 6.6 to clarify assessment of designated heritage assets</p>	<p>Requested by ExA FWQs 1.2.1</p> <p>Requested by ExA FWQs 1.2.11</p> <p>Requested by ExA FWQs 1.2.2 and 1.2.7</p> <p>Requested by ExA FWQs 1.2.13</p> <p>Requested by ExA FWQs 1.2.3</p>
C7.9 Outline Battery Storage Safety Management Plan	[APP-348]	Revision A [EX2/C7.9_A]	Deadline 2 21 November 2023	Updates to text	To reflect updated guidance and best practice e.g PPG Renewable and Low Carbon Energy and National Fire Chief Council Guidance.
C7.16 Outline Operational Environmental Management Plan	[APP-353]	Revision A [EX2/C7.16_A]	Deadline 2 21 November 2023	Additions to text re rainwater harvesting	At request of Anglian Water

Document Updated	Submitted Document Reference	New Document Reference	Deadline and Date Submitted	Change	Reason for Change
C8.1.7 Schedule of Changes	[REP-053]	Revision A [EX2/C8.1.7_A]	Deadline 2 21 November 2023	n/a	n/a
C8.1.8 Report on the Interrelationship with other NSIPs	[REP-054]	Revision A [EX2/C8.1.8_A]	Deadline 2 21 November 2023	Updates relating to the mitigation proposed by Gate Burton Energy Park.	In responses to the ExA's request in the Rule 6 letter [PD-006].
C8.1.9 Statement of Commonality	[REP-055]	Revision A [EX2/C8.1.9_A]	Deadline 2 21 November 2023	Updates on progress of discussions.	In responses to the ExA's request in the Rule 6 letter [PD-006].
C8.1.11 Schedule of progress regarding objections and agreements in relation to Compulsory Acquisition, Temporary Possession, other land rights, and blight	[REP-057]	Revision A [EX2/C8.1.11_A]	Deadline 2 21 November 2023	Updates on progress	In responses to the ExA's request in the Rule 6 letter [PD-006].
C8.1.12 Schedule of Negotiations	[REP-058]	Revision A [EX2/C8.1.12_A]	Deadline 2	Updates on negotiations	In responses to the ExA's request in the Rule 6 letter [PD-006].

Document Updated	Submitted Document Reference	New Document Reference	Deadline and Date Submitted	Change	Reason for Change
			21 November 2023		
C8.1.13 Schedule of progress regarding Protective Provisions and Statutory Undertakers	[REP-059]	Revision A [EX2/C8.1.13_A]	Deadline 2 21 November 2023	Updates on progress	In responses to the ExA's request in the Rule 6 letter [PD-006].
C8.2.2 Supplementary Visual Effects Tables	[REP-061]	Revision A [EX2/C8.2.2_A]	Deadline 2 21 November 2023	Receptors VP36 and VP37 updated to take account of LCC LIR Anomalies. Receptors VP20 and T099 updated to take account of panel area correction.	To address anomalies identified in the Lincolnshire Local Impact Report [REP-085].
C8.3.1 Nottinghamshire County Council & Bassetlaw District Council SoCG (Draft)	[REP-062]	Revision A [EX2/C8.3.1_A]	Deadline 2 21 November 2023	Updates on progress of discussions.	In responses to the ExA's request in the Rule 6 letter [PD-006].
C8.3.2 Lincolnshire County Council SoCG (Draft)	[REP-063]	Revision A EX2/C8.3.2_A	Deadline 2 21 November 2023	Updates on progress of discussions.	In responses to the ExA's request in the Rule 6 letter [PD-006].

Document Updated	Submitted Document Reference	New Document Reference	Deadline and Date Submitted	Change	Reason for Change
C8.3.11 Natural England SoCG (Draft)	[REP-072]	Revision A [EX2/C8.3.11_A]	Deadline 2 21 November 2023	Updates on progress of discussions.	In response to the ExA's request in the Rule 6 letter [PD-006].
C8.3.13 Gate Burton Energy Park, Tillbridge Solar Project and West Burton Solar Project SoCG (Draft)	[REP-074]	Revision A [EX2/C8.3.13_A]	Deadline 2 21 November 2023	Provision of a signed version.	In response to the ExA's request in the Rule 6 letter [PD-006].
EX1/C8.3.14 Anglian Water SoCG (Draft)	[REP-075]	Revision A [EX2/C8.3.14_A]	Deadline 2 21 November 2023	Provision of a signed version.	In response to the ExA's request in the Rule 6 letter [PD-006].
EX1/C8.4.17.2 Air Quality Impact Assessment of Battery Energy Storage Systems (BESS) Fire	[REP-079]	Revision A [EX2/C8.4.17.2_A]	Deadline 2 21 November 2023	Updates to assessment based on the latest LFP BESS fire test data and information (available in October 2023).	To reflect updated guidance and best practice

Table 2.4: Schedule of Changes Made at Deadline 3

Document Updated	Submitted Document Reference	New Document Reference	Deadline and Date Submitted	Change	Reason for Change
C1.3_C Guide to the Application (Revision C)	[REP2-001]	Revision D [EX3/C1.3_D]	Deadline 3 19 December 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.
C3.1_C Draft Development Consent Order	[REP2-004]	Revision E [EX3/C3.1_E]	Deadline 3 19 December 2023	See Table 3.1 below.	See Table 3.1 below.
C4.3_C Book of Reference	[REP2-006]	Revision E [EX3/C4.3_E]	Deadline 3 19 December 2023	See Tables 5.1 and 6.1 below.	See Tables 5.1 and 6.1 below.
C6.3.14.2_B Construction Traffic Management Plan	[REP2-016]	Revision D [EX3/ C6.3.14.2_D]	Deadline 3 19 December 2023	<p>Updated to include security measures along North Farm access track</p> <p>Update re deployment of banksman (movement plan) re Stow Abbey</p> <p>Update re management of access track on race days in liaison with Blyton Driving Centre</p> <p>Update re detailed plans for detailed design stage equiv to S278</p>	<p>In response to comments by interested party at CA hearing. See Action Point 3 [EX3/C8.1.24]</p> <p>Undertaking at ISH 2. See 3A [C8.1.21].</p> <p>In response to comments by interested party at CA Hearing.</p> <p>In response to request by Lincs CC at ISH5.</p>

Document Updated	Submitted Document Reference	New Document Reference	Deadline and Date Submitted	Change	Reason for Change
				Update to refer to production of a joint CTMP in shared cable route corridor.	In response to request by West Lindsey DC
C6.3.19.2 Outline Soil Management Plan	[APP-146]	Revision B [EX3/C6.3.19.2_B]	Deadline 3 19 December 2023	Update to include further detail on the reinstatement of soils and soil monitoring	In response to request by Natural England
C7.1_B Outline Construction Environmental Management Plan	[REP2-024]	Revision C [EX3/C7.1_C]	Deadline 3 19 December 2023	Update to refer to production of a joint CTMP in shared cable route corridor.	In response to request by West Lindsey DC
C7.2 Outline Decommissioning Statement	[APP-338]	Revision A [EX3/C7.2_A]	Deadline 3 19 December 2023	Provision for a waste management strategy to be submitted.	In response to Lincolnshire CC response to ExA FWQ 1.13.14
C7.3_B Outline Landscape and Ecological Management Plan	[REP2-026]	Revision D [EX3/C7.3_D]	Deadline 3 19 December 2023	The Outline Landscape Environmental Management Plan [EN010133/EX3/C7.3_D] has been updated to include clarity on the maximum width of hedgerow that is anticipated to be removed to facilitate access and for the construction of the Cable Route Corridor.	In response to Action at ISH5.

Document Updated	Submitted Document Reference	New Document Reference	Deadline and Date Submitted	Change	Reason for Change
C7.9_A Outline Battery Storage Safety Management Plan (Revision A)	[REP2-030]	Revision B [EX3/C7.9_B]	Deadline 3 19 December 2023	Revision to text regarding need for fire suppression systems	In response to latest guidance and agreement with Lincolnshire Fire and Rescue on requirements.
C7.15_A Concept Design Parameters	[REP-039]	Revision B [EX3/C7.15_B]	Deadline 3 19 December 2023	Fire Suppression system and battery parameters updated. Text on HDD depth under Trent amended.	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.
C7.16_A Outline Operational Environmental Management Plan	[REP2-032]	Revision B [EX3/C7.16_B]	Deadline 3 19 December 2023	Provision for a waste management strategy to be submitted	In response to Lincolnshire CC response to ExA FWQ 1.13.14
C7.20 Information to Support a Habitats Regulations Assessment	[APP-357]	Revision A [EX3/C7.20_A]	Deadline 3 19 December 2023	Update to include information relating to the Humber Estuary Ramsar site which was not included in the original version.	In response to ExA's First WQs 1.6.2
C8.1.8_A Report on the	[REP2-036]	Revision B [EX3/C8.1.8_B]	Late D3 submission to be on or immediately	Update to check alignment on conclusions on cumulative topics and/or explanation of any differences as requested in ISH4	In response to ExA request for an updated version at each Deadline

Document Updated	Submitted Document Reference	New Document Reference	Deadline and Date Submitted	Change	Reason for Change
Interrelationship with other NSIPs			after 21/12 to correspond with Gate Burton Deadline 6 submission.	Update with recent scoping reports for One Earth and Great North Road	
Lincolnshire County Council SoCG	EX3/C8.3.2_A	EX3/C8.3.2_B	Deadline 3 19 December 2023	Update in respect of meeting held between the Applicant and Lincs CC on 14/12/23 to discuss WSI options	In response to request from ExA at ISH 5.
West Lindsey DC SoCG	EX3/C8.3.3	EX3/C8.3.3_A	Deadline 3 19 December 2023	Update to incorporate text setting out the position of West Lindsey DC and the Applicant in relation to cumulative significant effects	In response to request from ExA at ISH4.
Natural England SoCG	EX3/C8.3.11	EX3/C8.3.11_B	Deadline 3 19 December 2023	Update to include additional text on reinstatement of soils and the updated iHRA in relation to Ramsar Designations.	In response to comments from and discussion with Natural England
C8.1.9_A Statement of Commonality	[REP2-038]	Revision B [EX3/C8.1.9_B]	Deadline 3 19 December 2023	Update on progress in relation to agreeing Statements of Common Ground.	Update requested by ExA at each Deadline.
C8.1.11_A Schedule of progress regarding objections and	[REP2-040]	Revision B [EX3/C8.1.11_B]	Deadline 3 19 December 2023	Updates on progress	In responses to the ExA's request in the Rule 6 letter [PD-006].

Document Updated	Submitted Document Reference	New Document Reference	Deadline and Date Submitted	Change	Reason for Change
agreements in relation to Compulsory Acquisition, Temporary Possession, other land rights, and blight					
C8.1.12_A Schedule of Negotiations	[REP2-042]	Revision B [EX3/C8.1.12_B]	Deadline 3 19 December 2023	Updates on negotiations	In responses to the ExA's request in the Rule 6 letter [PD-006].
C8.1.13_A Schedule of progress regarding Protective Provisions and Statutory Undertakers	[REP2-044]	Revision B [EX3/C8.1.13_B]	Deadline 3 19 December 2023	Updates on progress	In responses to the ExA's request in the Rule 6 letter [PD-006].

3 Schedule of Changes to the Draft Development Consent Order

Table 3.1: Schedule of Changes Made to the Draft Development Consent Order during the Pre-Examination Period

Location	Request	Rationale	Summary of Change	Relevant doc version
Article 2(1) – definitions	Examining Authority (ExA) and the Applicant	Corrected definition to reflect correct document title. Reordered and clarified definitions.	<p>“date of decommissioning” means in respect of each part of the authorised development the date notified under requirement 21 that that part of the authorised development has permanently ceased to generate electricity on a commercial basis.</p> <p>[...]</p> <p>“outline soils soil 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 soil management plan for the purposes of this Order;</p>	B
Article 6(1)(h)	Environment Agency and Canal & River Trust	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	<p>(h) regulation 12 (requirement for environmental permit) of the Environmental Permitting (England and Wales) Regulations 2016 in respect of a flood risk activity only;</p> <p>(i) the legislation listed in Schedule 3 (legislation to be disapplied) in so far as the provisions still in force are incompatible with the powers contained within this Order and do not impact on the operation or maintenance of the river Trent as a navigable river; and</p>	B

		the river Trent as a navigable river as agreed with the Canal & River Trust.		
Article 9(4)	Local Authorities	Amended at the request of local authorities to be clear that consent may be in a form reasonably required by them.	The powers conferred by paragraph (2) may not be exercised without the consent of the street authority, such consent to be in a form reasonably required by the street authority.	B
Article 20 (compulsory acquisition of land)	ExA	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 authorised development.</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>	B
Article 23(2)(c) (private rights)	ExA	Amendments to ensure consistency between paragraphs (1) and (2). Drafting removed to be consistent with recently made DCOs.	<p>23.—(1) Subject to the provisions of this article, all private rights and restrictive covenants over land subject to compulsory acquisition under this Order are extinguished—</p> <p>(a) from the date of acquisition of the land, or of the right, or of the benefit of the restrictive covenant by the undertaker, whether compulsorily or by agreement 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; or.</p>	B

			<p>(e) 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>(e) on commencement of any activity authorised by the Order which interferes with or breaches those rights, whichever is the earliest.</p>	
Article 38 – Felling or lopping of trees and removal of hedgerows	Applicant	Amendments made to address concerns that all hedgerows listed in Schedule 13 could be removed.	<p>(4) The undertaker may, for the purposes of the authorised development or in connection with the authorised development and subject to paragraph (2) remove part of 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) to the extent set out in the landscape and ecological management plan approved pursuant to requirement 7 in Schedule 2 (requirements).</p>	B
Article 40 – Certification of plans and documents, etc.	Applicant	New drafting to ensure that substitute and supplementary documents are incorporated in the documents to be certified before these are sent to the Secretary of State for certification.	<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 Part 1 of 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>(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.</p>	B

			(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.	
Article 46 – Procedure in relation to certain approvals etc.	Local planning authorities	Amendment of timeframe at the request of the relevant planning authorities and to be consistent with the Gate Burton project.	(4) Save for applications made pursuant to Schedule 17 (procedure for discharge of requirements) and where stated to the contrary if, within six eight 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.	B
Schedule 1 – Authorised Development	Applicant	Added for clarity and to be consistent with the description of works ‘comprising all or any’ of the works.	The nationally significant infrastructure project comprises up to 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—	B
Schedule 1 – Authorised Development	Applicant	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	[Wording added to Work Nos. 6A, 6B, 7A, 7B, 7C and 7D]	B

		Environmental Statement.		
Schedule 2 - Requirements	Applicant & ExA	<p>Various amendments to Requirements to reflect changes agreed with the relevant planning authorities on the Gate Burton DCO, in order to ensure the Lincolnshire DCOs are consistent with each other.</p> <p>Requirement 3 has been redrafted to increase clarity, 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.</p> <p>Requirement 21 has been amended to address concerns raised regarding the</p>	<p>Interpretation</p> <p>1. In this Schedule—</p> <p>“relevant planning authorities” means West Lindsey District Council and Bassetlaw District Council, as applicable. authority” means—</p> <p>(a) Lincolnshire County Council for the purposes of—</p> <ul style="list-style-type: none"> (i) Requirement 6 (battery safety management); (ii) Requirement 11 (surface and foul water drainage); (iii) Requirement 15 (construction traffic management plan); (iv) Requirement 18 (public rights of way); (v) Requirement 19 (soils management); and <p>(b) West Lindsey District Council and Bassetlaw District Council for the purposes of—</p> <ul style="list-style-type: none"> (i) Requirement 3 (approved details and amendments to them); (ii) Requirement 4 (community liaison group); (iii) Requirement 5 (detailed design approval); (iv) Requirement 7 (landscape and ecological management plan); (v) Requirement 8 (ecological protection and mitigation strategy); (vi) Requirement 9 (biodiversity net gain); (vii) Requirement 10 (fencing and other means of enclosure); 	B

		<p>authorised development being in situ in perpetuity. The decommissioning of the authorised development must take place within 60 years of the date of final commissioning.</p>	<p>(viii) Requirement 13 (construction environmental management plan);</p> <p>(ix) Requirement 14 (operational environmental management plan);</p> <p>(x) Requirement 16 (operational noise);</p> <p>(xi) Requirement 20 (skills, supply chain and employment);</p> <p>(xii) Requirement 21 (decommissioning and restoration);</p> <p>and “relevant planning authorities” and “relevant planning authority” means Lincolnshire County Council, West Lindsey District Council and Bassetlaw District Council, as applicable.</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 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 this paragraph.</p> <p>3.—(1) The undertaker may submit any amendments to any of the Approved Document to the relevant planning authority for approval and, following approval, the relevant Approved Document is to be taken to include the amendments as approved under this paragraph.</p>	
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			<p>(2) Approval under sub-paragraph (1) for the amendments to any of the Approved Documents, Plans, Details or Schemes Document must not be given except where it has been demonstrated to the satisfaction of the relevant planning authority or the relevant planning authorities (as applicable) that the subject matter of the approval sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.</p> <p>(3) 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 under any Requirement.</p> <p>Community liaison group</p> <p>4.—(1) Prior to the commencement of the authorised development the undertaker must submit to the relevant planning authorities for approval the terms of reference for a community liaison group whose aim is to facilitate liaison between representatives of people living in the vicinity of the Order limits and other relevant organisations in relation to the construction of the authorised development.</p> <p>(2) The community liaison group must be established prior to commencement of the authorised development and must be administered by the undertaker and operated in accordance with the approved terms of reference.</p> <p>(3) The community liaison group is to continue to meet until the date of final commissioning of the authorised development unless otherwise agreed with the relevant planning authorities.</p> <p>Detailed design approval</p> <p>5. No part of Work Nos. 1, 2, 3 or 4 may commence until details of—</p> <ul style="list-style-type: none"> (a) the layout; (b) scale; (c) proposed finished ground levels; (d) external appearance; 	
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			<p>(e) hard surfacing materials;and</p> <p>(f) vehicular and pedestrian access, parking and circulation areas; and</p> <p>(g) refuse or other storage units, signs and lighting,</p> <p>relating to that part have been submitted and approved in writing 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 details submitted must accord with the concept design parameters and principles.</p> <p>(3) The authorised development must be carried out in accordance with the approved details.</p> <p>(4) Work No. 6 must be carried out in accordance with the concept design parameters and principles.</p> <p>Battery safety management</p> <p>6.—(1) Work Nos. 2 and 3 must not commence until a battery storage safety management plan has been submitted to and approved by the relevant planning authority.</p> <p>(2) The battery storage safety management plan must prescribe measures to facilitate safety during the construction, operation and decommissioning of Work No. 2 including the transportation of new, used and replacement battery cells both to and from the authorised development.</p> <p>(3)–(1)The battery storage safety management plan must be substantially in accordance with the outline battery storage safety management plan.</p> <p>(4) (2)The relevant planning authority must consult with the Health and Safety Executive, West Lindsey District Council, Lincolnshire Fire and Rescue–, Nottinghamshire Fire and Rescue Service and the Environment Agency before determining an application for approval of the battery storage safety management plan.</p>	
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			<p>(5) (3)The battery storage safety management plan must be implemented as approved and maintained throughout the construction, operation and decommissioning of the authorised development.</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 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 plan must be substantially in accordance with the outline landscape and ecological mitigation plan.</p> <p>(3) The landscape and ecological mitigation plan must be implemented as approved and maintained throughout the operation of the relevant part of the authorised development to which the plan relates.</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>	
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			<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>	
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			<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.</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>	
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			<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 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.</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>	
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			<p>Operational noise</p> <p>16.—(1) No part of Work Nos. 1, 2, 3, or 4 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 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 design as described in the operational noise assessment must be implemented as approved and maintained throughout the operation of the relevant part of the authorised development to which the plan relates.</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. 1A.</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>	
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			<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 unless otherwise agreed with the relevant planning authority in consultation with the highway authority.</p> <p>Soils management</p> <p>19.—(1) No part of the authorised development may commence until a soils resource-soil soil 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 planning authorities, each of the relevant planning authorities.</p> <p>(3) (1) Any soils resource The soil management plan submitted in accordance with this paragraph must be substantially in accordance with the outline soils resource soil soil management plan as relevant to the activities to which it relates.</p> <p>(2) The soils resource soil 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, in consultation with Lincolnshire County Council.</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>	
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			<p>(4) The skills, supply chain and employment plan must be implemented as approved.</p> <p>Decommissioning and restoration</p> <p>21.—(1) The date of decommissioning must be no later than 60 years following the date of final commissioning.</p> <p>(2) Within 12 months of the date that Unless otherwise agreed with the relevant planning authority, no later than 12 months prior to the date the undertaker decides 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., 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 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) (1)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 and must include a timetable for its implementation.</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, in consultation with the Environment Agency.</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>	
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Schedule 4 – Streets subject to street works; Schedule 5 – Alteration of streets; Schedule 6 – Streets and public rights of way; Schedule 8 – Traffic regulation measures	ExA	Correction	All references to ‘streets to be stopped up plan’ amended to ‘streets plan’	B
Schedule 10 – land in which only new rights etc. may be acquired	Applicant	Reference to new plot numbers included within the Book of Reference submitted at Deadline 1 due to new title numbers.	[Plots 18-385a, 18-385b, 18-385c, and 18-385d are now referred to]	B
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.	[In all instances, the extent of removal has been amended to read: Removal of part of approximately...]	B
Schedule 14 – Documents and plans to be certified	Applicant	Clarification	[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]	B

Schedule 16 – Protective Provisions – Part 1 – For the protection of electricity, gas, water and sewerage undertakers	Applicant	Clarification that, where specific protective provisions are provided, these will take precedent over the generic provisions in Part 1.	1. For the protection of the utility undertakers referred to in this Part of this Schedule (save for any utility undertakers which are specifically protected by any other Part of this Schedule, which shall take precedence), the following provisions have effect, unless otherwise agreed in writing between the undertaker and the utility undertakers concerned.	B
Schedule 16 – Protective Provisions – Part 4 – National Grid Electricity Distribution (East Midlands) plc	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]	B
Schedule 16 – Protective Provisions – Part 5 – Protection of Northern Powergrid	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]	B
Schedule 16 – Protective Provisions – Part 7 – Protection of Anglian Water	Anglian Water	Revisions to the protective provisions reflecting ongoing negotiations with Anglian Water.	<i>(1) [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]</i>	B

Schedule 16 – Protective Provisions – Part 8 – Protection of Internal Drainage Boards	Scunthorpe and Gainsborough Internal Drainage Board (SGIDB)	Correction to include SGIDB within the definition of the Board.	“the Board” means Scunthorpe and Gainsborough Internal Drainage Board , Upper Witham Internal Drainage Board or Trent Valley Internal Drainage Board (as applicable);	B
Schedule 16 – Protective Provisions – Part 9 – Protection of the Environment Agency	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]	B
Schedule 16 – Protective Provisions – Part 13 – 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]	B
Schedule 16 – Protective Provisions – Part 14 – 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	[Not reproduced]	B

		be added to the draft DCO at a later revision once these are close to an agreed form.		
Schedule 16 – Protective Provisions – Part 14 – 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]	B
Schedule 17 – Procedure for discharge of requirements	ExA and Applicant	Amendments made to this Schedule reflect the updated drafting on the Gate Burton draft DCO. This has been adopted in order to ensure the Lincolnshire DCOs are consistent with each other.	<p>Interpretation</p> <p>2. 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>“working day” means any day other than a Saturday, Sunday or English bank or public holiday.</p>	B

			<p>Applications made under requirement</p> <p>3.—(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—, the undertaker will also submit a copy of that application to any requirement consultee.</p> <p>(2) 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 eight weeks beginning with the later of—</p> <ul style="list-style-type: none"> (a) the day immediately following that on which the application is received by the authority; (b) the day immediately following that on which further information has been supplied by the undertaker under paragraph 3; or (c) such longer period that is agreed in writing by the undertaker and the relevant planning authority. <p>(3) 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>(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 (1) (2) or (3), the relevant planning authority is to be taken to have granted all parts of the application (without any condition or qualification) at the end of that period.</p> <p>(5) (3) Any application made to the relevant planning authority pursuant to sub-paragraph (1) <u>sub-paragraph (2) or (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</p>	
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			<p>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 (1) <u>sub-paragraph (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 <u>working</u> 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 <u>working</u> 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 <u>working</u> days of receipt of such a request and in any event within 15-20 <u>working</u> 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>[...]</p>	
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			<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 and Site Visits) (England) Regulations 2012 (as may be amended or replaced from time to time) is to apply 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> <ul style="list-style-type: none"> (a) the application being rejected as invalidly made; or (b) the relevant planning authority failing to determine the application within the relevant period in paragraph 2(2) or 2(3) unless— <ul style="list-style-type: none"> (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 (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. 	
Article 2(1) - definitions	Examining Authority (ExA); Applicant	<p>The definition of 'authorised development' has been amended to be consistent with the Longfield Solar Park Order 2023.</p> <p>The definition of 'date of decommissioning' has been clarified.</p> <p>Definitions of 'definitive map and statement' and 'public right of way' have</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> <p>[...]</p> <p>“date of decommissioning” means in respect of each part of the authorised development the date notified under requirement 21 that that part of the authorised development has <u>permanently</u> ceased to generate electricity on a commercial basis.</p> <p>[...]</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>	C

		<p>been added to reflect applications for definitive map modification orders (DMMO) in the area.</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>“outline soils soil 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 soil 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 map 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>Article 11 – Temporary prohibition or restriction of use of streets and public rights of way</p>	ExA	<p>Amendments to avoid the use of the term ‘stopping up’ in respect of temporary prohibitions and restrictions, to avoid confusion with the permanent nature of stopping up under highways law.</p> <p>New Article (3)(d) to deal with the DMMO applications that the Applicant has recently been made aware of and are shown on the</p>	<p>Temporary stopping up <u>prohibition or restriction of use</u> of streets and public rights of way</p> <p>11.—(1) The undertaker, during and for the purposes of constructing or maintaining the authorised development, may temporarily stop up, prohibit the use of, restrict the use of, authorise the use of, alter or divert any street or public right of way and may for any reasonable time—</p> <p>[...]</p> <p>(2) The undertaker must provide reasonable access for pedestrians going to or from premises abutting a street or public right of way affected by the temporary stopping up, prohibition, restriction, alteration or diversion of a street or public right of way under this article if there would otherwise be no such access.</p> <p>(3) Without prejudice to the generality of paragraph (1), the undertaker may temporarily stop up, prohibit the use of, authorise the use of, restrict the use of, alter or divert—</p> <p>(a) the streets specified in column 2 of the table in Part 1 (<u>temporary prohibition or restriction of the use of</u> streets to be temporarily stopped</p>	C

		updated Public Rights of Way Plan submitted at Deadline 2.	<p>up) of Schedule 6 (streets and public rights of way) to the extent specified in column 3 of that table;</p> <p>(b) the public rights of way specified in column 2 of the table in Part 2 (<u>temporary prohibition or restriction of</u> public rights of way to be temporarily stopped up and diverted<u>with diversion</u>) of Schedule 6 (streets and public rights of way) to the extent specified in column 3 of that table; and</p> <p>(c) the public rights of way specified in column 2 of the table in Part 3 (<u>temporary prohibition or restriction of</u> public rights of way to be temporarily stopped up) of Schedule 6 (streets and public rights of way) to the extent specified in column 3 of that table; and <u>and</u></p> <p>(d) <u>the public rights of way specified in column 2 of the table in Part 4 (temporary prohibition or restriction of public rights of way with or without diversion) of Schedule 6 (streets and public rights of way) to the extent specified in column 3 of that table.</u></p> <p>[...]</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>[...]</p> <p>(6) Without prejudice to the scope of paragraph (1), the undertaker may use any street or public right of way <u>the use of</u> which has been temporarily stopped up <u>prohibited, restricted, altered or diverted</u> under the powers conferred by this article and within the Order limits as a temporary working site.</p> <p>[...]</p> <p>[Note: consequential amendments where references are made to article 11 have been made throughout the Order]</p>	
Article 14(1) – Agreements with street authorities	Applicant	Removal of ‘stopping up’ of streets reflects that there is no power to	<p>2.—(1) [...]</p> <p>(b) any stopping up, prohibition, restriction, alteration or diversion of a street authorised by this Order;</p>	C

		permanently stop up streets included in the draft Order (only temporary prohibitions and restrictions).		
Article 16(1) – Discharge of water	Applicant	Correction	<p>Discharge of water</p> <p>16.—(1) Subject to paragraphs (3), (4) and (8) the undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the construction or maintenance of the authorised development and for that purpose may lay down, take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with, the watercourse, public sewer or drain.</p>	C
Article 35(3) – Consent to transfer the benefit of the Order	Applicant	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>35.—(1) [...]</p> <p>(3) The consent of the Secretary of State is required for the exercise of the powers of paragraph (1) except where—</p> <ul style="list-style-type: none"> (a) the transferee or lessee is the holder of a licence under section 6 (licences authorising supply etc.) of the 1989 Act; (b) in respect of Work No. 6B, the transferee or lessee is the undertaker as defined in the Gate Burton Energy Park Order or the West Burton Solar Project Order, or the Tillbridge Solar Project Order; 	C
Article 42(2) - Arbitration	ExA	Added in response to the ExA's written questions.	42. —(1) [...]	C

			<p>(2) Any matter for which the consent or approval of the Secretary of State <u>or the Marine Management Organisation</u> is required under any provision of this Order is not subject to arbitration.</p> <p>43.</p>	
Article 46(4) – Procedure in relation to certain approvals etc.	Applicant	Correction to align the timescales in article 46 with paragraph 2(3) of Schedule 17.	<p>44.—(1) [...]</p> <p>(4) Save for applications made pursuant to Schedule 17 (procedure for discharge of requirements) and where stated to the contrary if, within eight<u>ten</u> weeks (or such longer period as may be agreed between the undertaker and the relevant consenting authority in writing) after the application or request has been submitted to a consenting authority it has not notified the undertaker of its disapproval and the grounds of disapproval, it is deemed to have approved the application or request.</p> <p>45.</p>	C
Article 49(1) – Crown rights	The Crown Estate	Amendments as requested by the Crown Estate.	<p>49.—(1) Nothing in this Order affects prejudicially any estate, right, power, privilege, authority or exemption of the Crown and in particular, nothing in this Order authorises the undertaker or any <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></p>	C
Schedule 2 – Requirements – paragraph 7(1) – Landscape and ecological management plan	Applicant	Correction of document title	<p>7.—(1) No part of the authorised development may commence until a written landscape and ecological mitigation—<u>management</u> 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—<u>management</u> plan must be substantially in accordance with the outline landscape and ecological mitigation <u>management</u> plan.</p> <p>(3) The landscape and ecological mitigation—<u>management</u> plan must be implemented as approved.</p> <p>8.</p>	C

Schedule 2 – Requirements – paragraph 14(1) – Operational environmental management plan	Lincolnshire County Council (LCC)	Added in response to a request from LCC to be consulted on Requirement 14 in its capacity as waste authority.	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, <u>the relevant waste authority</u> and the Environment Agency. 15.	C
Schedule 2 – Requirements – paragraph 17 – Permissive path	Applicant	Correction	Permissive paths 16.[Requirement unchanged]	C
Schedule 2 – Requirements – paragraph 21(4) – Decommissioning and restoration	Applicant	Correction of document title	21. —(1) [...] (2) 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.	C
Schedule 6 – Streets and Public Rights of Way – Part 1 – Temporary Prohibition or Restriction of the Use of Streets	ExA	Consequential amendments to avoid the use of the term ‘temporary stopping up’.	PART 1 <u>TEMPORARY PROHIBITION OR RESTRICTION OF THE USE OF STREETS</u> TO BE TEMPORARILY STOPPED UP 4.	C

Schedule 6 – Streets and Public Rights of Way – Part 2 – Temporary Prohibition or Restriction of Public Rights of Way With Diversion	ExA	Consequential amendments to avoid the use of the term ‘temporary stopping up’.	<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 <u>WITH DIVERSION</u></p>	C
Schedule 6 – Streets and Public Rights of Way – Part 3 – Temporary Prohibition or Restriction of Public Rights of Way	ExA	Consequential amendments to avoid the use of the term ‘temporary stopping up’.	<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>	C
Schedule 6 – Streets and Public Rights of Way – Part 4 – Temporary Prohibition or Restriction of Public Rights of Way With or	Applicant	New Part to specifically manage the potential new public rights of way that may be created following determination of the recent applications for DMMOs.	<p style="text-align: center;"><u>PART 4</u></p> <p style="text-align: center;"><u>TEMPORARY PROHIBITION OR RESTRICTION OF PUBLIC RIGHTS OF WAY WITH OR WITHOUT DIVERSION</u></p> <p>[Addition of new table is not recreated here; please refer to the tracked copy of the Draft DCO provided at Deadline 2 for details.]</p>	C

Without Diversion							
Schedule 7 – Access to Works	Applicant	Correction. Access AC104 has been removed to reflect its removal from the updated Access Plan provided at Deadline 2.	[All instances of “access to works plan” have been corrected to “access plan”] <table border="1" data-bbox="958 395 1675 657"> <tr> <td>District of Bassetlaw</td> <td>Cow Pasture Lane</td> <td>The provision of a permanent means of access to the authorised development from the point marked AC104 on sheet 18 of the access plan.</td> </tr> </table>	District of Bassetlaw	Cow Pasture Lane	The provision of a permanent means of access to the authorised development from the point marked AC104 on sheet 18 of the access plan.	C
District of Bassetlaw	Cow Pasture Lane	The provision of a permanent means of access to the authorised development from the point marked AC104 on sheet 18 of the access plan.					
Schedule 9 – Deemed Marine Licence Under the 2009 Act – Part 1 – Licensed Marine Activities – paragraph 4(2)	Applicant	Correction	<p>5.—(1) [...]</p> <p>(2) The coordinates in paragraph (1)⁴ are defined in accordance with reference system WGS84 – World Geodetic System 1984.</p>	C			
Schedule 14 – Documents and Plans to Be Certified – Part 1 – Documents and Plans	Applicant	Updated to reflect Deadline 2 submissions.	80.[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 2]	C			
Schedule 14 – Documents and Plans to Be Certified – Part 2 – Substitute and	Applicant	Updated to reflect Deadline 2 submissions.	81.[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 2]	C			

Supplementary Documents				
Schedule 16 – Protective Provisions – Part 3 – For the Protection of National Grid Electricity Transmission PLC as Electricity Undertaker – paragraph 21(1) – Apparatus of National Grid in streets subject to temporary prohibition or restriction of use	ExA	Consequential amendments to avoid the use of the term ‘temporary stopping up’	<p>Apparatus of National Grid in streets subject to temporary stopping up <u>prohibition or restriction of use</u></p> <p>21.—(1) Where <u>the use of</u> any street or public right of way is stopped-up prohibited or restricted under article 11 (temporary stopping-up-of-street 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 National Grid must be entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping-up-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 stopping-up-prohibition or restriction of use of any such street or highway 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 stopping-up-temporary prohibition or restriction of use under the powers of article 11 (temporary stopping-up-prohibition or restriction of use of streets and public rights of way), National Grid must be at liberty at all times to take all necessary access across any such street and/or to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping-up-prohibition or restriction of use or diversion was in that street.</p> <p>82.</p>	C
Schedule 16 – Protective Provisions – Part 4 – For the	Applicant	Correction	<p>—(1) Subject to sub-paragraphs Error! Reference source not found. (2) to (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</p>	C

<p>Protection of National Grid Electricity Distribution (East Midlands) PLC as Electricity Undertaker – paragraph 42(1)</p>			<p>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>Schedule 16 – Protective Provisions – Part 6 – For the Protection of Cadent Gas Limited – paragraph 64(1) – Apparatus of Cadent in stopped up streets</p>	<p>ExA</p>	<p>Consequential amendments to avoid the use of the term ‘temporary stopping up’</p>	<p>Apparatus of Cadent in stopped up streets</p> <p>64.—(1) Where any street or public right of way is stopped up <u>subject to temporary prohibition or restriction of use</u> under article 11 (temporary stopping up <u>prohibition or restriction of use</u> 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 stopping up <u>prohibition or restriction of use</u> and the undertaker must grant to Cadent, or procure the granting to Cadent of, legal easements reasonably satisfactory to Cadent in respect of such apparatus and access to it prior to the stopping up <u>prohibition or restriction of use</u> 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>(2) Notwithstanding the temporary alteration, diversion or restriction of use of any street under the powers of article 11 (temporary stopping up <u>prohibition or restriction of use</u> 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 to execute and do all such works and things in, upon or under any such street as it would have been entitled to do immediately before such temporary alteration, diversion or restriction in respect of any apparatus which at the time of the stopping up <u>prohibition or restriction of use</u> or diversion was in that street.</p>	<p>C</p>

Schedule 16 – Protective Provisions – Part 7 – For the Protection of Anglian Water Services Limited– paragraph 80(1) – Apparatus in stopped up streets	ExA	Consequential amendments to avoid the use of the term ‘temporary stopping up’	<p>Apparatus in stopped up streets</p> <p>65.—(1) Where any street or public right of way is stopped-up subject to temporary prohibition or restriction of use under article 11 (temporary stopping-up prohibition or restriction of use of streets and public rights of way), where Anglian Water has apparatus in the street or accessed by virtue of that street, it has the same powers and rights in respect of that apparatus as it enjoyed immediately before the stopping-up prohibition or restriction of use and the undertaker must grant to Anglian Water legal easements reasonably satisfactory to Anglian Water in respect of such apparatus and access to it, but nothing in this paragraph affects any right of the undertaker or of Anglian Water to require the removal of that apparatus under paragraph 83 or the power of the undertaker to carry out works under paragraph 85.</p> <p>Regardless of the temporary stopping-up prohibition or restriction of use or diversion of any highway under the powers conferred by article 11 (temporary stopping-up prohibition or restriction of use of streets and public rights of way), Anglian Water is at liberty at all times to take all necessary access across any such stopped up highway and to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping-up prohibition or restriction of use or diversion was in that highway.</p>	C
Schedule 16 – Protective Provisions – Part 9 – For the Protection of the Environment	Applicant	Removed as duplicated paragraph 102(2)(a)	<p>102.—(1) [...]</p> <p>(2) [...]</p> <p>(a) 8 metres of a drainage work or is otherwise likely to—</p> <p>(i) endanger the stability of, cause damage or reduce the effectiveness of that remote defence; or</p>	C

Agency – paragraph 102(2)			<p>(ii) interfere with the Agency’s access to or along that remove defence; (b) 8 metres of a drainage work or is otherwise likely to (iii) (i) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work; (iv) (ii) affect the flow, purity or quality of water in any main river; (v) (iii) cause obstruction to the free passage of fish or damage to any fishery; (vi) (iv) affect the conservation, distribution or use of water resources; or (vii) (v) affect the conservation value of the main river and habitats in its immediate vicinity; or which involves— (b) (e) 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 (c) (d) 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>	
Schedule 16 – Protective Provisions – Part 10 – For the Protection of Railway Interests– paragraph 112	Applicant	Correction	<p>112.—(1) [...] (a) the construction, operation or maintenance of any specified works comprised within the authorised development or the failure or <u>of</u> any such works comprised within them; or</p>	C
Schedule 16 – Protective Provisions – Part	Applicant	Correction	<p>115. [...]</p>	C

10 – For the Protection of Railway Interests- paragraph 115			<p>“specified work” means so much of any of the authorised development as is situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property and, for the avoidance of doubt, includes the maintenance of such works under the powers conferred by article 4-5 (maintenance of <u>power to maintain the</u> authorised development) in respect of such works.</p>	
Schedule 17 – Procedure for Discharge of Requirements – paragraph 2(1) – Applications made under requirement	LCC and West Lindsey District Council (WLDC)	Amendment of the timescale to ten weeks in response to submissions made by LCC and WLDC during the Gate Burton Energy Park examination.	<p>2.—(1) [...]</p> <p>(2) 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 eight <u>ten</u> weeks beginning with the later of—</p> <p>[...]</p> <p>(4) 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) or <u>and</u> (3), the relevant planning authority is to be taken to have granted all parts of the application (without any condition or qualification) at the end of that period.</p> <p>(5) Any application made to the relevant planning authority pursuant to sub-paragraph (2) or <u>and</u> (3) must include a statement to confirm whether it is likely that the subject matter of the application will give rise to any materially new or materially different environmental effects compared to those in the environmental statement and if it will then it must be accompanied by information setting out what those effects are.</p>	C
Schedule 17 – Procedure for Discharge of Requirements –	ExA	Amendment to remove the use of ‘forthwith’ to comply with current drafting practice.	<p>(2) The steps to be followed in the appeal process are as follows—</p> <p>(a) [...]</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</p>	C

paragraph 4(2) - Appeals		Amendment to 20 working days to be consistent with PINS Advice Note 15.	<p>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<u>20</u> 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<u>20</u> working days of receipt of written representations pursuant to sub-paragraph (c);</p>	
Schedule 17 - Procedure for Discharge of Requirements - paragraph 5(1)	Applicant	Amendment made in response to submissions made by LCC and WLDC during the Gate Burton Energy Park examination.	<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 and Site Visits) (England) Regulations 2012 (as may be amended or replaced from time to time) is to apply <u>for the discharge of each requirement (whether dealt with in separate applications or combined within a single application)</u> and must be paid to the relevant planning authority for each application.</p> <p>1.</p>	C
Preamble	Applicant	Correction	<p>The Secretary of State, in exercise of the powers conferred by sections 114⁽¹⁾, 115⁽²⁾, 120⁽³⁾, 122⁽⁴⁾, <u>and</u> 123⁽⁵⁾ of the 2008 Act, makes the following Order—</p>	E

Part 1 - Preliminary – paragraph 2 - Interpretation	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 op <u>of</u> Part 1 of the 1989 Act;	E
Part 1 - Preliminary – paragraph 2 - Interpretation	Applicant	Updated definition of “Tillbridge Solar Project Order” reflects agreed changes to ensure that project can be specifically and individually identified.	“Tillbridge Solar Project Order” means a development consent order granted by the Secretary of State following an application by <u>the examination of the project known as</u> Tillbridge Solar project Limited for the Tillbridge Solar Project <u>and given reference number EN010142 by the Planning Inspectorate;</u>	E
Article 35(c)- Consent to transfer the benefit of the Order	Examining Authority	Added without prejudice wording to clarify the Works that may be transferred to a subsidiary or parent company of the undertaker without the consent of the Secretary of State. This reflects the approach taken on the Mallard Pass Solar Farm.	(a) <u>[in respect of Work No. 9, 10, or 11,]</u> the transferee or lessee is a holding company or subsidiary of the undertaker; or	E

Schedule 1 – Authorised Development – paragraph 1 – Work No. 2	Applicant and Lincolnshire Fire and Rescue	Detail of fire suppression added to the description of the battery energy storage work following further discussions with Lincolnshire Fire and Rescue.	Work No. 2 — an energy storage facility comprising— (a) battery energy storage cells with automatic fire suppression system or dry pipe sprinkler	E
Schedule 1 – Authorised Development – paragraph 1 – Work No. 3	Applicant and Lincolnshire Fire and Rescue	Detail of fire suppression added to the description of the battery energy storage work following further discussions with Lincolnshire Fire and Rescue.	Work No. 3 — an energy storage facility comprising— (b) battery energy storage cells with automatic fire suppression system or dry pipe sprinkler system;	E
Schedule 2 – Requirements – paragraph 21 – Decommissioning and restoration	Examining Authority and Lincolnshire County Council	Amendment made in response to comments made by Lincolnshire County Council to clarify that the Applicant needs to provide a minimum of 12 months’ notice before decommissioning,	(3) Unless otherwise agreed with the relevant planning authority, within 12 months of 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.	E

		and 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.																																									
Schedule 9 – Deemed Marine Licence under the 2009 Act - Part 1 – paragraph 4	Applicant	Grid coordinates added as per the draft DCO for the Gate Burton Energy Park draft DCO.	<p>4.—(1) The grid coordinates for that part of the authorised development comprising Work No. 6B^E are specified below—</p> <table border="1"> <thead> <tr> <th><i>Work area</i></th> <th><i>Easting</i></th> <th><i>Northing</i></th> </tr> </thead> <tbody> <tr> <td>{TBC}6B</td> <td>{TBC}483065.9703</td> <td>{TBC}381040.0779</td> </tr> <tr> <td>6B</td> <td>483064.0547</td> <td>381016.9825</td> </tr> <tr> <td>6B</td> <td>483061.6754</td> <td>380985.4717</td> </tr> <tr> <td>6B</td> <td>483062.5813</td> <td>380954.6496</td> </tr> <tr> <td>6B</td> <td>483062.5813</td> <td>380930.3926</td> </tr> <tr> <td>6B</td> <td>483064.0077</td> <td>380896.1461</td> </tr> <tr> <td>6B</td> <td>483157.7467</td> <td>381053.1074</td> </tr> <tr> <td>6B</td> <td>483153.9409</td> <td>381035.2706</td> </tr> <tr> <td>6B</td> <td>483152.7506</td> <td>381009.8238</td> </tr> <tr> <td>6B</td> <td>483155.3674</td> <td>380977.2429</td> </tr> <tr> <td>6B</td> <td>483156.3202</td> <td>380966.3028</td> </tr> <tr> <td>6B</td> <td>483151.7991</td> <td>380951.0830</td> </tr> </tbody> </table>	<i>Work area</i>	<i>Easting</i>	<i>Northing</i>	{TBC} 6B	{TBC} 483065.9703	{TBC} 381040.0779	6B	483064.0547	381016.9825	6B	483061.6754	380985.4717	6B	483062.5813	380954.6496	6B	483062.5813	380930.3926	6B	483064.0077	380896.1461	6B	483157.7467	381053.1074	6B	483153.9409	381035.2706	6B	483152.7506	381009.8238	6B	483155.3674	380977.2429	6B	483156.3202	380966.3028	6B	483151.7991	380951.0830	
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			6B	483151.3227	380909.7023	
			6B	483152.0366	380902.3298	
			6B	483063.5327	380913.5072	
Schedule 11 – Modification of Compensation and Compulsory Purchase Enactments for the Creation of New Rights and Imposition of New Restrictive Covenants – paragraph 4 – Application of Part 1 of the 1965 Act	Applicant	Correction	<p>5. Part 1 (compulsory purchase under Acquisition of Land Act 1946) of the 1965 Act, as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act to the acquisition of land under article 20 (compulsory acquisition of land) and as modified by article 27 (modification of Part 1 of the Compulsory Purchase Act 1965), applies to the compulsory acquisition of a right by the creation of a new right under article 21<u>22</u> (compulsory acquisition of rights)—</p>			E
Schedule 11 – Modification of Compensation and Compulsory Purchase Enactments for the Creation of	Applicant	Correction	<p>(5) Section 11⁽⁶⁾ (powers of entry) of the 1965 Act is modified to secure that, as from the date on which the acquiring authority has served notice to treat in respect of any right or restrictive covenant, as well as the notice of entry required by subsection (1) of that section (as it applies to compulsory acquisition under article 19<u>20</u> (compulsory acquisition of land)), it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant (which is deemed for this purpose to have been created on the date of service of the notice); and sections 11A⁽⁷⁾ (powers of entry: further notices of entry),</p>			E

New Rights and Imposition of New Restrictive Covenants - paragraph 5(5) - Application of Part 1 of the 1965 Act			<p>11B⁽⁸⁾ (counter-notice requiring possession to be taken on specified date), 12⁽⁹⁾ (penalty for unauthorised entry) and 13⁽¹⁰⁾ (refusal to give possession to acquiring authority) of the 1965 Act are modified correspondingly. [...]</p> <p>(7) Section 22 (interests omitted from purchase) of the 1965 Act as modified by article 26(4)<u>27(4)</u> (modification of Part 1 of the Compulsory Purchase Act 1965) is so modified as to enable the acquiring authority, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired or restrictive covenant imposed, subject to compliance with that section as respects compensation.</p>				
Schedule 14 - Documents and Plans to be Certified - Part 1 - Documents and Plans	Applicant	Updates reflecting document updates provided at Deadline 3.	DOCUMENTS AND PLANS				E
			<i>(1)</i> <i>Document name</i>	<i>(2)</i> <i>Document reference</i>	<i>(3)</i> <i>Revision number</i>	<i>(4)</i> <i>Date</i>	
			Access plan	EN010133/APP/C2.6	A	November 2023	
			Book of reference	EN010133/APP/C4.3	E	November <u>December</u> 2023	
			Concept design parameters and principles	EN010133/APP/C7.15	A	October 2023	
			Crown land plan	EN010133/APP/C2.12	A	6 April 2023	
			Environmental statement	EN010133/APP/C6.1-C6.5	1	11 January 2023	
			Hedgerows plan	EN010133/APP/C2.11	1	11 January 2023	
			Land plan	EN010133/APP/C2.2	B	October 2023	

			Outline battery storage safety management plan	EN010133/APP/C7.9	A <u>B</u>	November <u>December</u> 2023		
			Outline construction environmental management plan	EN010133/APP/C7.1	B <u>C</u>	November <u>December</u> 2023		
			Outline construction traffic management plan	EN010132/APP/C6.3.14.2	B <u>C</u>	November <u>December</u> 2023		
			Outline decommissioning statement	EN010133/APP/C7.2	1	11 January 2023		
			Outline drainage strategy	EN010133/APP/C6.3.10.1	1	11 January 2023		
			Outline ecological protection and mitigation strategy	EN010133/APP/C7.19	1	11 January 2023		
			Outline landscape and ecological management plan	EN010133/APP/C7.3	B <u>C</u>	November <u>December</u> 2023		
			Outline operational environmental management plan	EN010133/APP/C7.16	1 <u>B</u>	11 January <u>December</u> 2023		
			[...]					
Schedule 14 – Documents and Plans to be Certified – Part 2 – Substitute and Supplementary Documents	Applicant	Updates reflecting document updates provided at Deadline 3.	SUBSTITUTE AND SUPPLEMENTARY DOCUMENTS					E
			<i>(1)</i> <i>Originating Document</i>	<i>(2)</i> <i>Replacement or supplementary part</i>	<i>(3)</i> <i>Document reference</i>	<i>(4)</i> <i>Date</i>	<i>(5)</i> <i>Examination library reference</i>	

			Environmental statement	Chapter 4: Scheme Description	EX1/C6.2.4_A	October 2023	[REP-012]	
			Environmental Statement	Chapter 7: Climate Change	EX1/C6.2.7_A	October 2023	[REP-014]	
			Environmental Statement	Chapter 8: Landscape and Visual Impact	EX2/C6.3.8.3_A	November 2023	[TBC] [REP-012]	
			Environmental Statement	Chapter 19: Soils and Agriculture	EX1/C6.2.19_A	October 2023	[REP-010]	
			Environmental Statement	Chapter 13: Summary of Significant Effects	EX2/C6.2.23_A	November 2023	[TBC] [REP2-010]	
			Environmental Statement	Appendix 14.1: Transport Assessment	EX2/C6.3.14.1	November 2023	[TBC] [REP2-014]	
			Environmental Statement	Volume 4: Non-Technical Summary	EX1/C6.5_B	November 2023	[TBC] [REP2-022]	
			Environmental Statement	ES Addendum: Chapter 10: Flood Risk, Hydrology and Drainage	EX1/C8.4.10.1	October 2023	[REP-076]	
			Environmental Statement	ES Addendum: Chapter 9: Flood Risk Sequential Test	EX3/C8.4.10.2	December 2023	[TBC]	
			Environmental Statement	ES Addendum: Chapter 13: Archaeological Trial Trenching	EX3/C8.4.13.1	December 2023	[TBC]	

			<u>Evaluation Fieldwork Report for the Shared Cable Corridor</u>				
			Environmental Statement	ES Addendum: Chapter 16 Glint and Glare	EX1/C8.4.16.1	October 2023 [REP-077]	
			Environmental Statement	ES Addendum: Updated Air Quality Impact Assessment of a Solar Panel Fire Incident	EX1/C8.4.17.1	October 2023 [REP-078]	
			Environmental Statement	ES Addendum: Air Quality Impact Assessment of Battery Energy Storage Systems (BESS) Fire	EX1/C8.4.17.2	October 2023 [REP-079]	
Schedule 16 – Protective Provisions – Part 1 – For the Protection of Electricity, Gas, Water and Sewerage Undertakers, paragraph 1	Applicant	Amendment to avoid the use of ‘shall’, reflecting current drafting standards.	<p>6. 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 <u>will</u> take precedence), the following provisions have effect, unless otherwise agreed in writing between the undertaker and the utility undertakers concerned.</p>				E
Schedule 16 – Protective	Applicant	Amendment to ensure there is no	<p>(e) any other mains, pipelines or cables that are not the subject of the protective provisions in Parts 2 to 6-16 of this Schedule;</p>				E

Provisions – Part 1 – For the Protection of Electricity, Gas, Water and Sewerage Undertakers, paragraph 2(e)		conflict between the general protective provisions at Part 1 and the bespoke Protective Provisions for named statutory undertakers within the Order.		
Schedule 16 – Protective Provisions – Part 3 – For the Protection of National Grid Electricity Transmission PLC as Electricity Undertaker	Applicant and National Grid Electricity Transmission PLC (NGET)	Various amendments to the Protective Provisions to reflect ongoing negotiations with NGET.	<p>Application</p> <p>18. (1) For the protection of National Grid as referred to in this Part of this Schedule the following provisions must have effect, unless otherwise agreed in writing, have effect between the undertaker and National Grid.</p> <p><u>(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Grid, where the benefit of this Order is transferred or granted to another person under article 35 (consent to transfer the benefit of the Order)—</u></p> <p><u>(a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between National Grid and the transferee or grantee (as the case may be); and</u></p> <p><u>(b) written notice of the transfer or grant must be given to National Grid on or before the date of that transfer or grant.</u></p> <p><u>(3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to national Grid (but without prejudice to paragraph 28(3)(b)).</u></p> <p>Interpretation</p> <p>19. In this Part of this Schedule—</p> <p>[...]</p>	E

			<p>“apparatus” means any electric lines or electrical plant as defined in the Electricity Act 1989⁽¹¹⁾, belonging to or maintained by National Grid together with any replacement apparatus and such other apparatus constructed pursuant to this the Order that becomes operational apparatus of National Grid for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or must will be lodged or which gives or will give access to apparatus;</p> <p>“authorised development” has the same meaning as in article 2 (interpretation) of this Order (unless otherwise specified) and <u>includes any associated development authorised by the Order and</u> for the purposes of this Part of this Schedule must include <u>includes</u> the use and maintenance of the authorised development works and construction of any works authorised by this Schedule;</p> <p>[...]</p> <p>“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall is to require the undertaker to submit for National Grid’s approval a ground mitigation scheme;</p> <p>“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;</p> <p>“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;</p> <p>“maintain” and “maintenance” shall include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid including <u>construct, use, repair, alter, inspect, renew or remove the apparatus;</u></p> <p>“National Grid” means National Grid Electricity Transmission PLC Plc (Company No. 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 Act 1989;</p> <p><u>“NGESO” means as defined in the STC;</u></p>	
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(11) 1989 c. 29.

			<p>“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed; and</p> <p>“specified works” means any of the authorised development or activities (including onshore site preparation works, monitoring, ground work operations or the receipt and erection of construction plant and equipment) undertaken in association with the authorised development which—</p> <p>(a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 24 or otherwise; <u>or</u></p> <p>(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 24 or otherwise; and/or</p> <p>(c) includes in relation to any electricity apparatus any activity that is <u>any of the activities that are referred to in development near overhead lines EN43-8 and HSE’s guidance note 6 “Avoidance of Danger from Overhead Lines.”</u>;</p> <p><u>“STC” means the System Operator Transmission Owner Code; and</u></p> <p><u>“Transmission Owner” means as defined in the STC.</u></p> <p>[...]</p> <p><u>On Street Apparatus</u></p> <p>20.- [...]</p> <p><u>Apparatus of National Grid in streets subject to temporary prohibition or restriction of use and public rights of way</u></p> <p>21.—(1) Where the use of any street or public right of way is prohibited or restricted under article 11 (temporary prohibition or restriction of use of streets and public rights of way), if National Grid has any apparatus in the street or accessed via that street <u>or public right of way</u> National Grid must be entitled to <u>has</u> 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</p>	
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		<p>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 temporary prohibition or restriction of use or diversion of a street or public right of way under the powers of article 11 (temporary prohibition or restriction of use of streets and public rights of way), National Grid must be is at liberty at all times to take all necessary access across any such street and/or or public right of way and to execute and do all such works and things in, upon or under any such street or public right of way 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 or public right of way.</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 be 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 23(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</p>	
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		<p><u>undertaker acting reasonably and which must be no less favourable on the whole to National Grid unless otherwise agreed by National Grid.</u></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 will prevail.</p> <p>(4) (2) Any agreement or consent granted by National Grid under paragraph 26 or any other paragraph of this Part of this Schedule, shall are not to be taken to constitute agreement under sub-paragraph (1) (23)(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 possesses 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>	
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			<p>(b) subsequently for the maintenance of that apparatus.</p> <p>(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Grid must<u>may in its sole discretion</u>, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to assist the undertaker to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation shall<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 so.</p> <p>(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between National Grid and the undertaker.</p> <p>(5) National Grid must, after the alternative apparatus to be provided or constructed has been agreed, and subject to a written diversion agreement having been entered into between the parties and the grant to National Grid of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.</p> <p>Facilities and rights for alternative apparatus</p> <p>25.—(1) [...]</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)<u>of this Part of this Schedule</u> 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</p>	
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		<p>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>(1) 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><u>(2) 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) <u>26(2)</u> include a method statement describing—</p> <p>[...]</p> <p>(c) details of <u>any</u> cable installation methodology including access arrangements, jointing bays and backfill methodology;</p> <p>(4) The undertaker must not commence any works to which sub-paragraph (1), (2) <u>sub-paragraphs 26(2)</u> 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 <u>any</u> work to which sub-paragraph (1), (2) <u>sub-paragraphs 26(2)</u> 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</p>	
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		<p>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 26(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) 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) [...]</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) <u>shall</u> 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 <u>must comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances and comply with sub-paragraph (12) at all times.</u></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 EN43-8 <u>EN43-8</u> and the Health and Safety Executive’s guidance note 6 “Avoidance of Danger from Overhead Lines”.</p>	
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			<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>and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement settled, is determined by arbitration in accordance with article 42 (arbitration) of this Order to paragraph 32 to 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>(2) For the purposes of sub-paragraph (3)—</p> <p>[...].</p> <p>Indemnity</p> <p>28.—(1) [...]</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>	
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			<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 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 5-(35 (consent to transfer the benefit of the Order) of the Order subject to the proviso that once such works become apparatus (“new apparatus”), any <u>works authorised development</u> yet to be executed and not falling within this sub-paragraph (328(3)(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</u></p>	
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		<p><u>mitigate liability arising from third parties which is outside of National Grid 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>(2) 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 46 (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</u></p>	
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			https://lsbud.co.uk or to such other address as National Grid may from time to time appoint instead for that purpose and notify to the undertaker in writing.	
Schedule 16 – Protective Provisions – Part 4 – For the Protection of National Grid Electricity Distribution (East Midlands) PLC as Electricity Undertaker	Applicant and National Grid Electricity Distribution (East Midlands) PLC (NGED)	Various amendments to the Protective Provisions reflect ongoing negotiations with NGED.	<p>Interpretation</p> <p>34. In this Part of this Schedule—</p> <p>[...]</p> <p>“apparatus” means electric lines or electrical plant as defined in the 1989 Act⁽¹²⁾, belonging to or maintained by NGED;</p> <p>[...]</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>[...]</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>	E

⁽¹²⁾ 1989 c. 29. The definition of “~~electricity~~ electrical plant” (in section 64) was amended by paragraphs 24 and 38(1) and (3) of Schedule 6 to the Utilities Act 2000 (~~e-c.27~~).

			<p>Removal of apparatus</p> <p>38.—(1) [...]</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 <u>the</u> NGED.</p> <p>(5) [...]</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 10-<u>article 42 (arbitration)</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 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</p>	
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		<p>remove any apparatus required <u>by the undertaker</u> to be removed under the provisions of this Part of this Schedule.</p> <p>(9) [...]</p> <p>Facilities and rights for alternative apparatus</p> <p>39.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to NGED facilities and alternative rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and alternative rights are to <u>must</u> be granted upon such terms and conditions as may be agreed between the undertaker and NGED or in default of agreement settled in accordance with paragraph 43(2).</p> <p>[...]</p> <p>Retained apparatus</p> <p>40.—(1) Not less than 60 days before the undertaker intends to start the execution of any specified work where the removal of the apparatus in question has not been required under paragraph 38 (removal of apparatus), the undertaker shall submit to NGED a plan of the works to be executed. Any submission must note the time limits imposed on NGED under sub-paragraph (3) below.</p> <p>[...]</p> <p>(5) At all times when carrying out the authorised development the undertaker shall <u>must</u> comply with NGED’s Avoidance of Danger from Electricity Overhead Lines and Underground Cables (2014), the Energy Network Association’s A Guide to the Safe Use of Mechanical Plant in the Vicinity of Electricity Overhead Lines (undated), the Health and Safety Executive’s GS6 Avoiding Danger from Overhead Power Lines, and the Health and Safety Executive’s HSG47 Avoiding Danger from Underground Services (Third Edition) (2014) as the same may be replaced from time to time.</p> <p>[...]</p> <p>(8) The undertaker is not required to comply with 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 <u>sub-paragraphs</u> (4) and (5) in</p>	
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		<p>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>[...]</p> <p>42.—(1) Subject to sub-paragraphs (2) to <u>and</u> (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>[...]</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 (1) and use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, <u>claims,</u> demands, <u>proceedings</u> and penalties to which a claim or demand under sub-paragraph (1) applies.</p> <p>(5) NGED’s liability to the undertaker for negligence or breach of contract in <u>in</u> 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 <u>the undertaker’s</u> failure to undertake works to deliver any alternative apparatus.</p> <p>43.—(1) — Article 42 (arbitration) shall apply to any difference as to the legal interpretation of this Part of this Schedule and as provided for in sub-paragraph (7).</p>	
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Schedule 16 – Protective Provisions – Part 5 – For the Protection of Northern Powergrid	Applicant and Northern Powergrid	Various amendments to the Protective Provisions reflect ongoing negotiations with Northern Powergrid.	<p>[...]</p> <p>45. In this Part of this Schedule—</p> <p>[...]</p> <p>“Northern Powergrid” means Northern Powergrid (Yorkshire) PLC (Company Number 04112320) whose registered address is Lloyds Court, 78 Grey Street, Newcastle upon Tyne NE1 6AF; <u>and</u></p> <p>[...]</p> <p>46.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to Northern Powergrid facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Northern Powergrid or in default of agreement settled by arbitration in accordance with article 42 (arbitration).</p> <p>[...]</p> <p>50.—(1) [...]—</p> <p>(b) the undertaker and Northern Powergrid agree (or in default of agreement, it is determined through arbitration under article 42 (arbitration) that the promotion of compulsory purchase powers by the undertaker would be significantly more onerous than the exercise of Northern Powergrid’s own compulsory powers.</p> <p>[...]</p> <p>51.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to Northern Powergrid facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Northern Powergrid or in default of agreement settled by arbitration in accordance with article 42 (arbitration).</p> <p>[...]</p> <p>53.—(1) [...]</p>	E

			<p>and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 42 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to Northern Powergrid by virtue of sub-paragraph (1) is to be reduced by the amount of that excess save where it is not possible on account of project time limits and/or supply issues to obtain the existing type of operations, capacity, dimensions or place at the existing depth in which case full costs shall be borne by the undertaker.</p> <p>[...]</p> <p>56. Any difference under the provisions of this Part of this Schedule, unless otherwise agreed, is to be referred to and settled by arbitration in accordance with article 42 (arbitration).</p>	
Schedule 16 – Protective Provisions – Part 6 – For the Protection of Cadent Gas Limited	Applicant and Cadent Gas	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	<p>Application</p> <p>61. The following provisions will have effect for the protection of Cadent unless otherwise agreed in writing between the undertaker and Cadent.</p> <p>Interpretation</p> <p>62. In this Part of this Schedule— “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>	E

		<p>currently considering these.</p>	<p>“apparatus” means any gas mains, pipes, pressure governors, ventilators, cathodic protections, cables (including transformed rectifiers and any associated groundbeds or cables), cables, marker posts, block valves, hydrogen above ground installations or other apparatus belonging to or maintained by Cadent for the purposes of Cadent’s undertaking together with any replacement apparatus and such other apparatus constructed pursuant to this Order that becomes operational apparatus of Cadent for the purposes of Cadent’s undertaking and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;</p> <p>“authorised works” has the same meaning as given to the term “authorised development” has the same meaning as in article 2 (interpretation) of the Order and includes any associated development authorised by the <u>of this</u> Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised development<u>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⁽¹³⁾;</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⁽¹⁴⁾);</p> <p>“commence” and “commencement” has the same meaning as given in article 2(1) (interpretation) and for the purpose of this Part of this Schedule only includes any below ground surveys, monitoring, work operations, remedial work in respect of any contamination or other adverse ground condition, the receipt and erection of construction plant and equipment, and non-intrusive investigations for the purpose of assessing ground conditions;</p> <p><u>“commence” has the same meaning as is given in article 2 of this Order and “commencement” will be construed to have the same meaning save that for the purposes of this Part of this Schedule only the terms “commence” and “commencement” include operations for the purposes of intrusive archaeological structures within 15 metres in any direction of Cadent’s apparatus;</u></p>	
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⁽¹³⁾ 1989 c. 29.

⁽¹⁴⁾ 1995 c. 45.

			<p>“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;</p> <p>“facilities and rights” for construction and for maintenance include any appropriate working areas required to reasonably and safely undertake that construction or maintenance, and any necessary rights of access;</p> <p>“functions” includes powers and duties;</p> <p>“ground mitigation scheme” means a scheme approved by Cadent (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;</p> <p>“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the 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>	
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			<p>“rights” includes rights and restrictive covenants and, and 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) 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) or otherwise; and <u>and</u></p> <p>(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).</p> <p>On street apparatus</p> <p><u>63.—(1) Except for—</u></p> <p>(a) <u>paragraph 64 (apparatus of Cadent in stopped up streets);</u></p> <p>(b) <u>paragraph 67 (removal of apparatus) insofar as sub-paragraph (2) applies;</u></p> <p>(c) <u>paragraph 68 (facilities and rights for alternative apparatus) insofar as sub-paragraph (2) applies;</u></p> <p>(d) <u>paragraph 69 (retained apparatus: protection of Cadent);</u></p> <p>(e) <u>paragraph 70 (expenses); and</u></p> <p>(f) <u>paragraph 71 (indemnity),</u></p> <p>63.—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—</p> <p>(a) paragraphs 64, 69, 70, 71, and 72; and</p> <p>(b) where sub-paragraphs (2) applies, paragraphs 67 and 68.</p>	
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			<p>(2) This sub-paragraph applies Paragraphs 67 and 68 of this Part of this Schedule will apply to diversions even where the diversion is carried out under the 1991 Act, in circumstances where any apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within the existing public highway, notwithstanding that any diversion may be carried out under the provisions of Part 3 of the 1991 Act.</p> <p><u>(3) Notwithstanding article 11 temporary prohibition or restriction of use of streets and public rights of way), or any powers in the Order generally, section 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. — (4) Where any street or public right of way is subject to temporary prohibition or restriction of use under article 11 (temporary prohibition or restriction of use of streets and public rights of way), if Cadent has any apparatus in the street or accessed via that street Cadent is entitled to the same rights in respect of such apparatus as it enjoyed immediately before the prohibition or restriction of use and the undertaker must grant to Cadent, or procure the granting to Cadent of, legal easements reasonably satisfactory to Cadent in respect of such apparatus and access to it prior to the prohibition or restriction of use of any such street or highway, but nothing in this paragraph affects any right of the undertaker or of Cadent to require the removal of that apparatus under paragraph 67.</p> <p><u>64.—(1) — Notwithstanding the temporary alterationprohibition, diversion or restriction of use of any streethighway 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 andrestricted or prohibited highway or to execute and do all such works and things in, upon or under any such streethighway as it would have been entitled to do immediately before such temporary alterationprohibition, 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 streethighway.</u></p> <p><u>(2) The Protective Provisions in this Part of this Schedule apply and take precedence over article 32 (apparatus and rights of statutory undertakers in stopped up streets) which shall not apply to Cadent.</u></p>	
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			<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, as the case may be, is caused, the undertaker must bear and pay on demand the cost reasonably incurred by Cadent in making such good damage or restoring the supply; and, subject to sub-paragraph [], will—</p> <p>(a) pay compensation to Cadent for any loss sustained by it; and</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 Cadent, by reason of any such damage or interruption.</p> <p>(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 works; 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.</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 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</p>	
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			<p>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.</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 Part of this Schedule will prevail.</p> <p>(4) Any agreement or consent granted by Cadent under paragraph 69 or any other paragraph of this Part of this Schedule, is will not to be taken to constitute agreement under sub-paragraph (1).</p> <p>(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.</p> <p>(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—</p> <p>(a) retain any notice of Cadent’s easement, right or other interest on the title to the relevant land when registering the undertaker’s title to such acquired land; and</p> <p>(b) (where no such notice of Cadent’s easement, right or other interest exists in relation to such acquired land or any such notice is registered only on the Land Charges Register) include (with its application to register title to the undertaker’s interest in such acquired land at the Land Registry) a notice of Cadent’s easement, right or other interest in relation to such acquired land.</p>	
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			<p>Removal of apparatus</p> <p>67.—(1) If, in the exercise of the powers conferred by this Order, including pursuant to any agreement reached in accordance with paragraph 66, <u>or in any other authorised manner</u>, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be decommissioned or removed <u>under this Part of this Schedule</u> and any right of Cadent to maintain that apparatus in that land must not be extinguished or interfered with until alternative apparatus has been constructed, is in operation, and the <u>rights and</u> facilities and rights referred to in sub-paragraph (2) have been provided, to the reasonable satisfaction of Cadent and in accordance with sub-paragraphs (2) to (5) inclusive.</p> <p>(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to Cadent advance written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order Cadent reasonably needs to move or remove any of its apparatus) the undertaker must afford to Cadent to its satisfaction (taking into account paragraph 68<u>(69(1))</u>) the necessary facilities and rights—</p> <ul style="list-style-type: none"> (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); (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 (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>(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</p>	
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		<p>obligation does <u>will</u> 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 <u>will</u> 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>	
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			<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 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> <ul style="list-style-type: none"> (a) the exact position of the works; (b) the level at which these are proposed to be constructed or renewed; (c) the manner of their construction or renewal including details of excavation, positioning of plant etc.; (d) the position of all apparatus; (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and (f) any intended maintenance regimes. <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> <ul style="list-style-type: none"> (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (5) or (7) <u>sub-paragraph (5) or (7)</u>; and (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>(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 the plan submitted under sub-paragraph (1) (and ground monitoring scheme if required), as approved or as amended from time to time by agreement between (a) ————— the undertaker and</p>	
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			<p>Cadent; and <u>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> 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> <ul style="list-style-type: none"> <u>(a) the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances; and</u> <u>(b) sub-paragraph (11) at all times.</u> <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 safe 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>	
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			<p>(9) 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 Cadent retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 70.</p> <p>(10) — The undertaker is not required to comply with sub-paragraph (1) where it needs to carry out emergency works but in that case it must give to Cadent notice as soon as is reasonably practicable and a plan of those works and must comply with the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances.</p> <p>(11) — In this paragraph, “emergency works” means works whose execution at the time when they are executed is required in order to put an end to, or to prevent the occurrence of, circumstances then existing or imminent (or which the person responsible for the works believes on reasonable grounds to be existing or imminent) which are likely to cause danger to persons or property.</p> <p>Expenses</p> <p>70.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to Cadent on demand, all charges, costs and expenses reasonably <u>anticipated or</u> incurred by Cadent in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised development <u>works as are referred to in this Part of this Schedule</u> including without limitation—</p> <p>(a) any costs reasonably incurred by or compensation properly paid by Cadent in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs (including professional fees) incurred by Cadent as a consequence of Cadent—</p> <p>(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 67(3) if it elects to do so; or</p> <p>(ii) exercising any compulsory purchase powers under this in the <u>Order</u> 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>	
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			<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 will to 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>	
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			<p>(a) an extension of apparatus to a length greater than the length of existing apparatus is <u>will</u> 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 <u>will</u> 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)) <u>works</u> 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, 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 it <u>or</u> recovered from Cadent, by reason or in consequence</p>	
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			<p>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 will impose any liability on the undertaker in respect of—</p> <p>(a) any damage or interruption to the extent that it is attributable to the neglect, omission or default of Cadent, its officers, servants, contractors or agents; and</p> <p>(b) any part of the authorised development works 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 71(3)(b) <u>are 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>	
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			<p>Enactments and agreements</p> <p>72. Except where <u>Save to the extent provided for the contrary elsewhere in</u> this Part of this Schedule provides otherwise, or by agreement in writing between Cadent and the undertaker, nothing in this Part of this Schedule affects <u>will affect</u> the provisions of any enactment or agreement regulating the relations between the undertaker and Cadent in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.</p> <p>Co-operation</p> <p>73.—(1) Where in consequence of the proposed construction of any part of the authorised development <u>works</u>, the undertaker or Cadent requires the removal of apparatus under paragraph 67(2)) or Cadent makes requirements for the protection or alteration of apparatus under paragraph 69, the undertaker must <u>will</u> use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development <u>works</u> and taking 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>(2) 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>	
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			<p>75. Any difference or dispute arising between the undertaker and Cadent under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and Cadent, be determined by arbitration in accordance with article 42 (arbitration).</p> <p>Notices</p> <p>76. Notwithstanding article 45 (service of notices) any <u>The</u> plans submitted to Cadent by the undertaker pursuant to sub-paragraph 69(1) must be sent via email to Cadent Gas Limited Plant Protection at <u>by e-mail to</u> plantprotection@cadentgas.com copied by e-mail to wicky.cashman@cadentgas.com <u>landservices@cadentgas.com</u> and sent to the General Counsel Department at Cadent’s registered office or such other address as Cadent may from time to time appoint instead for that purpose and notify to the undertaker in writing.</p>	
Schedule 16 – Protective Provisions – Part 9 – For the Protection of the Environment Agency	Applicant and Environment Agency	Various amendments to the Protective Provisions reflect ongoing negotiations with the Environment Agency.	<p><u>102.</u> The following provisions apply for the protection of the Agency unless otherwise agreed in writing between the undertaker and the Agency.</p> <p><u>103.</u> (+) In this Part of this Schedule—</p> <p>“the Agency” means the Environment Agency;</p> <p>“construction” includes execution, placing, altering, replacing, relaying and removal and excavation and “construct” and “constructed” must be construed accordingly;</p> <p>“drainage work” means any main river and includes any land which provides flood storage capacity for any main river and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage or <u>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>	E

			<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; <u>or</u></p> <p>(ii) interfere with the Agency’s access to or along that remove-remote <u>defence</u>;</p> <p><u>(b) 16 metres of a drainage work involving a tidal main river or 8 metres of a drainage work involving a non-tidal main river; or</u></p> <p><u>(c) any distance of a drainage work and is otherwise likely to—</u></p> <p><u>(i)</u> (iii) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;</p> <p><u>(ii)</u> (iv) affect the flow, purity or quality of water in any main river <u>or other surface waters</u>;</p> <p><u>(iii)</u> (v) cause obstruction to the free passage of fish or damage to any fishery;</p> <p><u>(iv)</u> (vi) affect the conservation, distribution or use of water resources; or</p> <p><u>(v)</u> (vii) affect the conservation value of the main river and habitats in its immediate vicinity;</p> <p>or which involves—</p> <p><u>(d)</u> (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 of a drainage work (or causing such materials to be dredged, raised or taken), including hydrodynamic dredging or desilting; and</p> <p><u>(e)</u> (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.—(1) [...]</p> <p>(2) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the Agency, or <u>or</u> determined under paragraph 113 <u>114</u>.</p> <p>[...]</p>	
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			<p>(3) [...]</p> <p>(c) may be given subject to such reasonable requirements as the Agency may have for the protection of any drainage work or the fishery or for the protection of water resources, or for the prevention of flooding or pollution or for nature conservation in the discharge of its environmental duties.</p> <p>[...]</p> <p>Works not in accordance with this Part of this Schedule</p> <p>106.</p> <p>(3) 106.—106.— If the Agency reasonably requires, the undertaker must construct all or part of the protective works so that they are in place prior to the construction of any specified work to which the protective works relate.</p> <p>Works not in accordance with this Part of this Schedule</p> <p>107.106.—(1) If any part of a specified work or any protective work required by the Agency is constructed otherwise than in accordance with the requirements of this Part of this Schedule, the Agency may by notice in writing require the undertaker at the undertaker's own expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and the Agency in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to such extent and within such limits as the Agency reasonably requires.</p> <p>[...]</p> <p>Maintenance of works</p> <p>108.107.—(1) Subject to sub-paragraph (6) the undertaker must from the commencement of the construction of the specified works maintain in good repair and condition and free from obstruction any drainage work which is situated within the Order limits and on land held by the undertaker for the purposes of or in connection with the specified works Order land, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.</p>	
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		<p>[...]</p> <p>Free passage of fish</p> <p>111.—(1) [...]</p> <p>(2) If within such time as may be reasonable <u>reasonably</u> 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.</p> <p>[...]</p> <p>Indemnity</p> <p>112. [...]</p> <p>113.—(1) [...]</p> <p>(a) costs (within the meaning in <u>of this</u> sub-paragraph (2)) incurred in connection with any claim or demand; and</p> <p>[...]</p> <p>(4) The Agency must at all times <u>take</u> reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss.</p> <p>[...]</p> <p>Disputes</p> <p>114.113. Any dispute arising between the undertaker and the Agency under this Part of this Schedule must, if the parties agree, be determined by arbitration under article 42 (arbitration), but failing agreement be determined by the Secretary of State for Environment, Food and Rural Affairs or its successor and the Secretary of State for the department of Energy, Security and Net Zero or its successor acting jointly on a reference to them by the undertaker or the Agency, after notice in writing by one to the other.</p>	
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Schedule 16 – Protective Provisions – Part 10 – For the Protection of Railway Interests	Applicant and Network Rail	Minor amendments to the Protective Provisions reflect ongoing negotiations with Network Rail.	<p>115. 114. 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>[...]</p> <p>125.—(1) In this paragraph—</p> <p>[...]</p> <p>(10) In relation to any dispute arising under this paragraph the reference in article 42 (arbitration) to the Institution of Civil Engineers shall be read as a reference to the Institution of Engineering and Technology.</p> <p>[...]</p> <p>136. In relation to any <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 arbitration in accordance with <u>article 42 (arbitration) 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>	E
Schedule 16 – Protective Provisions – Part 11 – For the Protection of Gate Burton Energy Park Limited	Applicant	Reference is now made to the relevant Work No. from the Gate Burton DCO Application in respect of the shared cable corridor.	[Every instance of “Gate Burton Work No. []” has been changed to refer to “Gate Burton Work No. 4B]	E

Schedule 16 – Protective Provisions – Part 11 – For the Protection of West Burton Energy Park Limited	Applicant	Reference is now made to the relevant Work No. from the West Burton DCO Application in respect of the shared cable corridor.	[Every instance of “West Burton Work No. []” has been changed to refer to “West Burton Work No. 5B]	E
Schedule 16 – Protective Provisions – Part 13 – For the Protection of the Canal & River Trust	Applicant	Minor amendments reflect the final agreed protective provisions within the Gate Burton Energy Park draft DCO.	<p>Interpretation</p> <p>169.—(1) [...]</p> <p>“practical completion” means practical completion of all <u>of</u> the specified work notwithstanding that items which would ordinarily be considered snagging items remain outstanding, and the expressions “practically complete” and “practically completed” are to be construed accordingly;</p> <p>“protective work” means a work constructed under paragraph 172(4)(a)<u>173(4)(a)</u> (approval of plans, protective works, etc.);</p> <p>[...]</p> <p>Powers requiring the Canal & River Trust’s consent</p> <p>170.—(1) [...]</p> <p>(2) 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>[...]</p> <p>(5) 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</p>	E

		<p>(statutory undertakers) in respect of the Canal & River Trust's interests in the waterway unless such exercise is with the consent of the Canal & River Trust.</p> <p>(6) The consent of the Canal & River Trust pursuant to sub-paragraphs (1) to (5) must not be unreasonably withheld or delayed but may be given subject to reasonable terms and conditions provided that it will not be reasonable for the Canal & River Trust to withhold or delay consent or impose terms and conditions that would prevent the undertaker from complying with the protective provisions in this part Part of this Schedule or any condition contained in Schedule 2 (Requirements requirements) or Part 2 of Schedule 9 (Deemed marine licence under the 2009 Act). [...]</p> <p>Survey of waterway</p> <p>172.—(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 profile of the riverbed (“the survey”) of so much of the waterway and 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 are to be approved by the Canal & River Trust and the undertaker. [...]</p> <p>Approval of plans, protective works, etc.</p> <p>173.—(1) [...]</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 disapproval of those plans and the grounds of his disapproval he, the engineer is deemed to have approved the plans as submitted. [...]</p>	
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			<p>(5) The withholding of an approval of the engineer under this paragraph will be deemed to be unreasonable if it would prevent the undertaker from complying with 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>Design of works</p> <p>174. 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>Construction of specified works</p> <p>176.—(1) [...]</p> <p>(f) 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>Repayment of the Canal & River Trust’s fees, etc.</p> <p>180.—(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</p>	
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		<p>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>Making good of detriment; compensation and indemnity, etc.</p> <p>181.—(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 Aeeordanee <u>accordance</u> with any directions or awards of an arbitrator is not to (if it was done without negligence on the part of the Canal & River Trust or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability <u>under the provisions</u> of this paragraph.</p> <p>[...]</p> <p>Arbitration</p> <p>182.181. Any difference arising between the undertaker and the Canal & River Trust under this Part (other than a difference as to the meaning or construction of this Part) must be referred to and settled by arbitration in accordance with article 42-(arbitration).</p> <p>[...]</p>	
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			<p>As built drawings</p> <p>184. As soon as reasonably practicable following the completion of 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>	
Schedule 16 – Protective Provisions – Part 16 – For the Protection of Lincolnshire Fire & Rescue Service	Applicant and Lincolnshire County Council	Addition of agreed Protective Provisions for Lincolnshire Fire and Rescue. These provisions are also contained in the Gate Burton Energy Park draft DCO.	<p style="text-align: center;"><u>PART 16</u></p> <p style="text-align: center;"><u>FOR THE PROTECTION OF LINCOLNSHIRE FIRE & RESCUE SERVICE</u></p> <p><u>185.</u>For the protection of Lincolnshire Fire and Rescue as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and Lincolnshire Fire and Rescue.</p> <p><u>Interpretation</u></p> <p><u>186.</u>In this Part of this Schedule—</p> <p>“<u>Index</u>” means the Consumer Price Index;</p> <p>“<u>Index Linked</u>” means an increase in the sums payable on an annual basis or pro rata per diem from the first day following the first year of operation of the authorised development, to the date of payment, based upon the relevant Index last published before the first day following the first year of operation of the authorised development; and</p> <p>“<u>Lincolnshire Fire and Rescue</u>” 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.</p> <p><u>Site visits</u></p> <p><u>187.</u>—(1) <u>The undertaker must, prior to the date of final commissioning of Work No. 2 or Work No. 3, use reasonable endeavours to facilitate a site familiarisation exercise in connection with Work No. 2</u></p>	E

			<p><u>or Work No. 3 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 safety management plan.</u></p> <p><u>(2) Following the anniversary of the date of final commissioning of Work No. 2 or Work No. 3 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 date of decommissioning of Work No. 2 or Work No. 3 of the authorised development.</u></p> <p><u>Costs</u></p> <p><u>188.—(1) Pursuant to the provisions set out at paragraph 189, the undertaker must pay to Lincolnshire Fire and Rescue:</u></p> <p><u>(1) £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>(2) £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>(2) The costs payable under sub-paragraph 190(1)(ii) are to be Index Linked.</u></p> <p><u>Arbitration</u></p> <p><u>189. 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>	
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<p>Schedule 16 – Protective Provisions – Part 17 – For the Protection of Tillbridge Solar Project</p>	<p>Applicant and Tillbridge Solar Limited</p>	<p>Protective provisions included for the benefit of Tillbridge Solar Limited as the fourth solar project that will utilise the shared cable route corridor.</p>	<p style="text-align: center;"><u>PART 17</u></p> <p style="text-align: center;"><u>FOR THE PROTECTION OF TILLBRIDGE SOLAR PROJECT LIMITED</u></p> <p><u>193. 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>194. 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>“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>“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><u>(1) within the Tillbridge Work No. [] Area;</u></p> <p><u>(2) in, on, under, over or within 25 metres of the Tillbridge Work No. [] Area or any apparatus;</u></p> <p><u>or</u></p> <p><u>(3) may in any way adversely affect any apparatus.</u></p>	<p>E</p>
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		<p><u>195. 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 requirement 1 of Schedule 2 to the Tillbridge Solar Project Order.</u></p> <p><u>196. 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>197. 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 the Tillbridge Work No. [] Area without the consent of Tillbridge, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions.</u></p> <p><u>198.—(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 158(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 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>	
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			<p><u>199.—(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 158 or sub-paragraph 159(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 158 in so far as is reasonably practicable in the circumstances.</u></p> <p><u>200. 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>201.—(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 161(1), Tillbridge may remove the temporary works and may recover the reasonable costs of doing so from the undertaker.</u></p> <p><u>202. 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>203. 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>204. 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>205. The undertaker and Tillbridge must each act in good faith and use reasonable endeavours to cooperate with and provide assistance to each other as may be required to give effect to the provisions of this Part.</u></p>	
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			<p><u>206. 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>207.—(1) Subject to sub-paragraphs 167(2) and 167(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>(1) 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>(2) 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 167(1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of Tillbridge, its officers, servants, contractors or agents.</u></p> <p><u>(3) Tillbridge must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made, unless payment is required in connection with a statutory compensation scheme without first consulting the undertaker and considering its representations.</u></p> <p><u>(4) Tillbridge must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies. If requested to do so by the undertaker, Tillbridge shall provide an explanation of how the claim has been minimised. The undertaker shall only be liable under this paragraph for claims reasonably incurred by Tillbridge.</u></p> <p><u>(5) The fact that any work or thing has been executed or done with the consent of Tillbridge and in accordance with any conditions or restrictions prescribed by Tillbridge or in accordance with any plans approved by Tillbridge or to its satisfaction or in accordance with any directions or award of any arbitrator does not relieve the undertaker from any liability under this Part.</u></p> <p><u>(6) Any dispute arising between the undertaker and Tillbridge under this Part must be determined by arbitration under article 42</u></p>	
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<p>Schedule 17 – Procedure for Discharge of Requirements</p>	<p>Applicants</p>	<p>Amendments consequential on the revision, within Version C 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>Applications made under requirement</p> <p>2.—(1) [...]</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>(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><u>(3)</u> (3) Subject to paragraph 4, in the event that the relevant planning authority does not determine an application within the period set out in sub-paragraph (2) and (3), the relevant planning authority is to be taken to have granted all parts of the application (without any condition or qualification) at the end of that period.</p> <p>(4) <u>(4)</u> Any application made to the relevant planning authority pursuant to sub- paragraph (2) and (3) must include a statement to confirm whether it is likely that the subject matter of the application will give rise to any materially new or materially different environmental effects compared to those in the environmental statement and if it will then it must be accompanied by information setting out what those effects are.</p> <p>(5) <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</p>	<p>E</p>

		<p>is accompanied by a report pursuant to sub-paragraph (5) 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>Appeals</p> <p>4.—(1) The undertaker may appeal in the event that—</p> <ul style="list-style-type: none"> (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; (b) the relevant planning authority is deemed to have refused an application pursuant to paragraph 2(62(5)); <p>[...]</p> <p>5.—(1) Where an application is made to the relevant planning authority for written consent, agreement or approval in respect of a requirement, the fee prescribed under regulation 16(1)(b) of the Town and Country Planning (Fees for Applications, Deemed Applications, Requires Requests and Site Visits) (England) Regulations 2012-⁽¹⁵⁾ (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>	
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4 Schedule of Changes to the Land Plan

Table 4.1: Schedule of Changes Made to the Land Plan

Date of Change	Change Made	Reason for Change
N/A	N/A	N/A

⁽¹⁵⁾ [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](#)



5 Schedule of Changes to the Book of Reference Plot Interests

Table 5.1: 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
02-044	1	22/11/2023	Bonsdale Solar Farm Limited	Category 2	Added interest	Ongoing due diligence has identified that Bonsdale Solar Farm Limited has a Category 2 interest in title LL44360.

6 Schedule of Changes to the Book of Reference Plots

Table 6.1: Schedule of Changes Made to the Book of Reference Plots

Plot Number	Date of Change	Change Made	Reasons for Change
09-194a	03/12/2023	Added plot number to Book of Reference introduction pages	This plot was missing from the introduction pages as a result of a clerical error in the production of the Book of Reference.
17-338a	03/12/2023	Added plot number to Book of Reference introduction pages	This plot was missing from the introduction pages as a result of a clerical error in the production of the Book of Reference.
17-339a	03/12/2023	Added plot number to Book of Reference introduction pages	This plot was missing from the introduction pages as a result of a clerical error in the production of the Book of Reference.
16-310	03/12/2023	Removed plot number from Book of Reference introduction pages	As a result of a clerical error in the production of the Book of Reference, this plot was included in the introduction pages.