

YG-DCO-064(F)

Yorkshire Green Energy Enablement (GREEN) Project

Volume 8

**Document 8.1(F) Schedule of Changes to the Draft Development
Consent Order**

**Final Issue F
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Planning Inspectorate Reference: EN020024

Infrastructure Planning (Applications: Prescribed Forms and Procedure)
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**SCHEDULE OF CHANGES TO THE DRAFT DEVELOPMENT CONSENT ORDER
THE INFRASTRUCTURE (EXAMINATION PROCEDURE) RULES 2010**

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1. Introduction

1.1 Purpose of this document

- 1.1.1 The following tables have been prepared by National Grid Electricity Transmission Limited (the Applicant) (National Grid) to set out the changes made to the Draft Development Consent Order (the DCO) from that submitted with the application to the Planning Inspectorate on 15 November 2022 (**Document 3.1**) [APP-066].
- 1.1.2 Table 1.1 relates to changes made within revision B of the draft DCO. Section 51 advice received from the Planning Inspectorate in relation to the Access, Rights of Way and Public Rights of Navigation Plan necessitated amendments to the DCO Schedules which cross referred to this Plan. Additionally, whilst carrying out these consistency checks, a small number of other typographical errors were identified and corrected in Version B.
- 1.1.3 Table 1.2 relates to changes made within revision C of the draft DCO. The changes are made principally to reflect post hearing action points arising from the issue specific hearing which took place on 23 March 2023 together with responses to the Examining Authority (ExA) written question responses made in **Applicant's Response to Examining Authority's First Written Questions (ExQ1)** (**Document 8.9.1**) [REP2-038].
- 1.1.4 Table 1.3 relates to changes made within revision D of the draft DCO. The changes are made principally to reflect the post hearing action points arising from the issue specific hearing 3 which took place on Friday 26 May 2023 along with other minor typographical corrections.
- 1.1.5 Table 1.4 relates to changes made within revision E of the draft DCO. The changes are made principally to reflect the change application submitted at Deadline 5 and accepted by the ExA shortly thereafter. Additional changes reflect action points arising from Issue Specific Hearing 4 and Compulsory Acquisition Hearing 2 as well as progress of negotiations on protective provisions with statutory undertakers.
- 1.1.6 Table 1.5 relates to changes made within revision F of the draft DCO. These changes are made principally to reflect any updates arising from the **Examining Authority's commentary and questions on the draft Development Consent Order (DCO)** [PD-015]. There are also minor corrections to cross references and footnotes which have been made as a result of a proof read of the document.
- 1.1.7 Table 1.6 relates to changes made within revision G of the draft DCO. These changes reflect the ongoing negotiations in relation to the outstanding Protective Provisions. There is also one minor correction in Schedule 17 following cross checks of the schedules and plans.
- 1.1.8 This document is submitted together with:
- Revised DCO (**Document 3.1(G)**) (clean).
 - A comparison version of the DCO showing all changes between Revision F (**Document 3.1(F)**) [REP7-059] and the new Revision G (**Document 3.1(G)**) (tracked).

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Table 1.1 – Schedule of Changes to version A of the draft DCO [APP-066]

Ref.	DCO Ref.	Consultee	Rationale for the change/comments from consultee	Change made	DCO Version		
February 2023							
1.	Article 8, Planning Permission	N/A	Correction of typing error from 'or' to 'and'.	<p>74. If planning permission is issued or granted pursuant to the 1990 Act for development any part of which is within the Order limits that is—</p> <p>(a) <i>not itself a nationally significant infrastructure project under the 2008 Act or part of such a project; orand</i></p> <p>(b) <i>required to complete or enable the construction, use or operation of any part of the development authorised by this Order,</i></p> <p><i>then the carrying out, use or operation of such development under the terms of the planning permission does not constitute a breach of the terms of this Order.</i></p>	B		
2.	Schedule 7, Part 1	N/A	Correction of plan reference error from sheet 3 to 2.	<table border="1"> <tr> <td><i>Overton Road</i></td> <td><i>At bellmouth AP89 as shown on Section B Sheet 32 the creation of an access point of sufficient size to accommodate access and egress of vehicles for operation and maintenance requirements. Works comprising site clearance, construction of new road surface, white lining, kerbing and a suitable drainage system as required.</i></td> </tr> </table>	<i>Overton Road</i>	<i>At bellmouth AP89 as shown on Section B Sheet 32 the creation of an access point of sufficient size to accommodate access and egress of vehicles for operation and maintenance requirements. Works comprising site clearance, construction of new road surface, white lining, kerbing and a suitable drainage system as required.</i>	B
<i>Overton Road</i>	<i>At bellmouth AP89 as shown on Section B Sheet 32 the creation of an access point of sufficient size to accommodate access and egress of vehicles for operation and maintenance requirements. Works comprising site clearance, construction of new road surface, white lining, kerbing and a suitable drainage system as required.</i>						
3.	Schedule 7, Part 2	N/A	Correction of plan reference error from section B, sheet 5 to section C, sheet 1.	<table border="1"> <tr> <td><i>Church Lane</i></td> <td><i>At AP77 as shown on Section BC, Sheet 51 the creation of temporary bellmouth to enable access/egress with sufficient size to accommodate a HGV vehicle. Comprising the installation of a new road surface and a suitable drainage system.</i></td> </tr> </table>	<i>Church Lane</i>	<i>At AP77 as shown on Section BC, Sheet 51 the creation of temporary bellmouth to enable access/egress with sufficient size to accommodate a HGV vehicle. Comprising the installation of a new road surface and a suitable drainage system.</i>	B
<i>Church Lane</i>	<i>At AP77 as shown on Section BC, Sheet 51 the creation of temporary bellmouth to enable access/egress with sufficient size to accommodate a HGV vehicle. Comprising the installation of a new road surface and a suitable drainage system.</i>						

4.	Schedule 7, Part 2	N/A	Correction of plan reference error from section B, sheet 5 to section C, sheet 1.	Church Lane	At AP74 as shown on Section BC , Sheet 51 the creation of temporary bellmouth to enable access/egress with sufficient size to accommodate a HGV vehicle. Comprising the installation of a new road surface and a suitable drainage system.	B
5.	Schedule 7, Part 2	N/A	Correction of plan reference error from section F to section E.	B1217 Wakefield Road	At AP26 as shown on Section FE , Sheet 3 the creation of temporary bellmouth to enable access/egress with sufficient size to accommodate a HGV vehicle. Comprising the installation of a new road surface and a suitable drainage system.	B
				Coldhill Lane	At AP22 as shown on Section FE , Sheet 3 the creation of temporary bellmouth to enable access/egress with sufficient size to accommodate a HGV vehicle. Comprising the installation of a new road surface and a suitable drainage system.	
				Coldhill Lane	At AP21 as shown on Section FE , Sheet 4 the creation of temporary bellmouth to enable access/egress with sufficient size to accommodate a HGV vehicle. Comprising the installation of a new road surface and a suitable drainage system.	

				<i>Coldhill Lane</i>	<i>At AP20 as shown on Section FE, Sheet 4 the creation of temporary bellmouth to enable access/egress with sufficient size to accommodate a HGV vehicle. Comprising the installation of a new road surface and a suitable drainage system.</i>			
6.	Schedule 7, Part 2	N/A	Correction of plan reference error from section F, sheet 1 to section E, sheet 7.	A63	<i>At AP7 as shown on Section FE, Sheet 7 the creation of temporary bellmouth to enable access/egress with sufficient size to accommodate a HGV vehicle. Comprising the installation of a new road surface and a suitable drainage system.</i>			B
7.	Schedule 14	N/A	Because National Highways are a highway authority for the purposes of two of the TROs listed, the title of column 1 has been amended to replace 'local' with 'highway' and remove 'area' so that it can also include National Highways as an entity.	Local Highway Authority Area	(1) Road	(2) Extent as shown on the traffic regulation order plan	(3) Note	B

8.	Schedule 14	N/A	Correction of plan reference error from sheet 2 to 1.	<i>North Yorkshire County Council/City of York Council</i>	<i>Corban Lane</i>	<i>Between points TR05 and TR06 as shown on Section B, Sheet 21.</i>	<i>Prohibition of vehicular access at any time. No waiting restriction between 07:00am to 07:00pm Monday to Sunday.</i>	B
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Table 1.2 – Schedule of Changes to version B of the draft DCO (Document 3.1(B)) [AS-011]

REF.	DCO Ref.	Consultee	Rationale for the change/comments from consultee	Change made	DCO Version
MAY 2023					
9.	Article 2(1), Interpretation	N/A	New definition of "design approach to site specific infrastructure" added based on new Requirement 18.	"design approach to site specific infrastructure" means the document of that description certified by the Secretary of State as the design approach to site specific infrastructure for the purposes of this Order under article 48 (certification of plans, etc.)	C
10.	Article 2(1), Interpretation	N/A	New definition of "elevation plans" added based on the updates made to Article 5 following the ExA AP16.	"elevation plans" means the elevation plans included within the design drawings referenced within Schedule 2 (plans and drawings), Part 2 with Drawing Numbers DCO_DE/PS/14_03, DCO_DE/PS/15_03, DCO_DE/PS/16_03, DCO_DE/PS/17_03, DCO_DE/PS/18_03, DCO_DE/PS/19_03, DCO_DE/PS/20_03;	C

11.	Article 2(1), Interpretation	N/A	To amend the definition of "environmental statement" to include reference to the addendum and errata documents.	"environmental statement" means the environmental statement (Documents 5.1 to 5.4.18), environmental statement addendum (Document 5.2.20), environmental statement addendum (part 2) (Document 5.2.21) and the documents contained in or named in the consolidated errata and changes (Document 5.2.19);
12.	Article 2(1), Interpretation	N/A	Correction of typographical error.	"limits of deviation" means the limits of deviation referred to in article 5 (limits of deviation) and shown on the works plans and design drawings;
13.	Article 2(1), Interpretation	NPG	Updated definition of "NPG" to include both the (Northeast) and (Yorkshire) entities.	"NPG" means Northern PowerGrid (Northeast) PLC (registered company number 02906593) or Northern Powergrid (Yorkshire) PLC (registered company number 04112320) as appropriate for the NPG Work to which the relevant provision of this Order applies
14.	Article 2(1), Interpretation	NPG	To amend the definition of "NPG Works" to include reference to both the (Northeast) and (Yorkshire) entities, showing a clear	"NPG Works" means those works to NPG assets or equipment forming part of the authorised development, including comprising— (a) in respect of Northern Powergrid (Northeast) PLC (registered company number 02906593), Work Nos. U1, U2, U3, U4, U5, U6; and, (b) in respect of Northern Powergrid (Yorkshire) PLC (registered company number 04112320), U7, U8, U9, U11, U12, U13, U14 and U15;

			split of Work Nos.		
15.	Article 2(1), Interpretation	N/A	New definition of "parameter plans" added based on the ExA AP16 from ISH1 requesting drawing numbers for parameter plans to be specified in Article 5.	"parameter plans" means the parameter plans included within the design drawings referenced within Schedule 2 (plans and drawings), Part 2 with Drawing Numbers DCO_DE/PS/14_01, DCO_DE/PS/15_01, DCO_DE/PS/16_01, DCO_DE/PS/17_01, DCO_DE/PS/18_01, DCO_DE/PS/19_01,DCO_DE/PS/20_01	C
16.	Article 2(1), Interpretation	N/A	Correction of typographical error regarding numbering.	<p>“the undertaker”—</p> <p>(e)(a) in relation to the authorised development, means National Grid;</p> <p>(e)(b) in relation to the NPG Works and subject to Schedule 5 (benefit of the Order rules), includes NPG; and</p> <p>(e)(c) in relation to the NGN Works and subject to Schedule 5 (benefit of the Order rules), includes NGN;</p>	C
17.	Article 2(3)		Correction of typographical error regarding defined term.	(3) All distances, directions and lengths referred to in this Order are approximate and distances between points on a work comprised in the authorised development are taken to be measured along that work. All distances for scheduled linear works referred to in this Order are measured along the centre line of the limits of deviation for that work. All pylon identification numbers set out in this Order are identified by reference to the centreline of such works, and are subject to the limits of deviation for that work, such that the pylon numbering and location of pylons may adjust in accordance with the limits of deviation identified in article 5 (limits of deviation). Unless otherwise specified in Schedule 1 (authorised development), depths in this Order or on the W works P plans are measured from the proposed final ground level.	C

18.	Article 3(4)(a)	NGN	Correction of typographical error.	(a) subject to Schedule 5 (benefit of the Order rules), install the NPG NGN Works;	C
19.	Article 3(8), Development Consent granted by the Order	N/A	This has been included in line with the ExA Written Question 5.1.3.	(8) The authorised development must be constructed and installed in the lines and situations shown on the works plan, subject to article 5 (limits of deviation) and to Schedule 3 (requirements).	C
20.	Article 3(9), Development Consent granted by the Order	N/A	ExA Written Question 5.1.1 suggested that National Grid add this wording.	(9) Any enactment applying to land within or adjacent to the Order limits has effect subject to the provisions of this Order.	C
21.	Article 5(1)(a)-(b)	N/A	Correction of typographical error regarding defined term.	(a) deviate laterally from the centreline for the linear works forming part of the authorised development shown on the works plans within the limits of deviation relating to that work shown on those plans; (b) deviate laterally from the situations for the non-linear works forming part of the authorised development shown on the works plans and design drawings within the limits of deviation relating to that work shown on the design drawings;	C
22.	Article 5(1)(c), Limits of Deviation	N/A	In response to the ExA's AP11, National Grid has clarified the meaning of supporting structures here.	(c) in respect of the overhead lines and any supporting pylon and temporary structures deviate vertically from the levels of the authorised development shown on the design drawings to any extent upwards not exceeding 6 metres;	C
23.	Article 5(2), Limits of Deviation	N/A	This paragraph has been moved to the	(2) (4) The maximum limits of deviation specified in sub-paragraph (1)(a) to (c) and paragraph (3) do not apply where it is demonstrated by the undertaker to the Secretary of State's satisfaction and the Secretary of State, following consultation with the relevant planning authority and any other	C

			end of the article and its applicability widened to also include paragraph (3).	person the Secretary of State considers appropriate having regard to the proposed deviation in question and the statutory roles and responsibilities of such person, certifies accordingly that a deviation in excess of these limits would not give rise to any materially new or materially different environmental effects to those identified in the e Environmental s Statement.	
24.	Article 5, Limits of Deviation	N/A	Amendment made to clarify how the limits of deviation apply.	<p>(4)(3) In respect of the non-linear works forming part of the authorised development:</p> <p>(a) the undertaker may deviate to any extent upwards not exceeding the maximum height shown on the relevant parameter plans within the design drawings measured from the finished site levels shown on the corresponding elevation plans; and</p> <p>(b) the authorised development is to be carried out within any parameters shown on the parameter plans within the design drawings.</p>	C
25.	Article 7(7), Consent to transfer benefit of the Order	N/A	Amended entities to match those required. Updates to relevant details of Statutory Undertakers.	<p>(7) The consent of the Secretary of State is not required under this article, where the transfer or grant is made, for the purpose of diverting or replacing their owned or managed structures, apparatus or equipment which forms part of the authorised development described in Schedule 1 and contained within the Order limits, to—</p> <p>() Openreach Limited (Company Number 10690039)British Telecommunications Public Limited Company (Company Number 01800000) whose registered office is at Kelvin House 123 Judd Street London WC1H 9NP1 Braham Street, London, United Kingdom, E1 8EE;</p> <p>(a) EE Limited (Company Number 02382161) whose registered office is at 1 Braham Street, London, United Kingdom, E1 8EE;</p> <p>(b) Hutchison 3G UK Limited (Company Number 03885486) whose registered office is at 450 Longwater Avenue, Green Park, Reading, Berkshire, England, RG2 6GF;</p> <p>(c) Vodafone Limited (Company Number 01471587), whose registered office is at Vodafone House, The Connection, Newbury, Berkshire RG14 2FN; and</p> <p>(d) Yorkshire Water Services Limited (Company Number 02366682)Yorkshire Water Limited (Company Number 03778498) whose registered office is at Western House, Halifax Road, Bradford, West Yorkshire, BD6 2SZ</p>	C

26.	Article 11(2), Street works	N/A	Correction of typographical error.	(2) Without limiting the scope of the powers conferred by paragraph 1 but subject to the consent of the street authority, which consent must not be unreasonably withheld or delayed, the undertaker may, for the purposes of the authorised development, or for purposes ancillary to it, enter on so much of any other street whether or not within the Order limits, for the purposes set out at sub-paragraph 1(a) to (i) and paragraph 3 of article 12 (application of the 1990 1991 Act) applies.	C
27.	Article 12(3), Application of the 1991 Act	N/A	Correction of duplication as explained in response to ExA written question 5.1.14.	(d) section 57(e) (notice of emergency works);	C
28.	Article 12(5), Application of the 1991 Act	N/A	Correction of typographical error.	and all such other provisions as apply for the purposes of the provisions mentioned in sub-paragraphs (a) to (k) (j).	C
29.	Article 13, Power to alter layout, etc. of streets	N/A	Following ExA Written Question 5.1.17, new sub-paragraph (6) requires any application to confirm on the face the deeming provisions which apply.	(6) Any application for consent under paragraph (4) must include a statement that the provisions of paragraph (5) apply to that application.	C
30.	Article 14, Temporary stopping up	N/A	Following ExA Written Question	(9) Any application for consent under paragraph (5)(b) must include a statement that the provisions of paragraph (8) apply to that application.	C

	of streets, cycle tracks and public rights of way		5.1.18, new sub-paragraph (9) requires any application to confirm on the face the deeming provisions which apply.		
31.	Article 20, Protective work to buildings	N/A	Title updated pursuant to ExA Written Question 5.1.22.	Protective work to land, buildings, structures, apparatus or equipment	C
32.	Article 26 (1)(c), Extinguishment and suspension of private rights	N/A	Amended to "carrying out" in line with Hearing AP12.	(c) on commencement the carrying out of any activity authorised by the Order which interferes with or breaches those rights,	C
33.	Article 26(2), Extinguishment and suspension of private rights	N/A	Amended to "carrying out" in line with Hearing AP12.	(2) Subject to the provisions of this article, all private rights and restrictive covenants over land owned by the undertaker which, being within the Order limits, is required for the purposes of this Order, are extinguished on the commencement carrying out of any activity authorised by this Order which interferes with or breaches such rights or such restrictive covenants.	C
34.	Article 36, Temporary use of land	N/A	New sub-paragraph (13) inserted	(13) The provisions of the Neighbourhood Planning Act 2017(a) insofar as they relate to temporary possession of land under this article 36, article 37 (temporary use of land by NPG), 38 (temporary use of land by NGN) and article 39 (temporary use of land for maintaining the authorised	C

	by National Grid		pursuant to ExA Written Question 5.1.26.	development) of this Order do not apply in relation to the construction, operation and maintenance of the authorised development. <i>Corresponding Footnote (a) 2017 (c.20).</i>
35.	Article 43(1)(a)(i), Defence to proceedings in respect of statutory nuisance	N/A	Removal of out of date legislation pursuant to ExA Written Question 5.1.28.	(i) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised development and that the nuisance is attributable to the carrying out of the authorised development in accordance with a notice served under section 60 (control of noise on construction sites), or a consent given under section 61 (prior consent for work on construction sites) or section 65 (noise exceeding registered level) , of the Control of Pollution Act 1974(1); or
36.	Article 45(9), Traffic regulation	N/A	New sub-paragraph (9) requires any application to confirm on the face the deeming provisions which apply.	(9) Any application for consent under paragraphs (1) and (2) must include a statement that the provisions of paragraph (8) apply to that application.
37.	Article 46(3), Felling or lopping of trees and removal of hedgerows	N/A	Inserted summary of legislation for ease of reference.	(3) Any dispute as to a person's entitlement to compensation under paragraph (2), or as to the amount of compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.
38.	Article 46(4), Felling or lopping of	N/A	Wording carried through from Article 55,	(4) Development consent granted by this Order is to be treated as planning permission pursuant to Part 3 of the 1990 Act for the purposes of regulation 14 (exceptions) of the Town and Country

	trees and removal of hedgerows		which has now been deleted.	Planning (Tree Preservation) (England) Regulations 2012(1) and the duty contained in section 206(1) (replacement of trees) of the 1990 Act does not apply.	
39.	Article 46(7), Felling or lopping of trees and removal of hedgerows	N/A	Provision added for a schedule to be included in the DCO of hedgerows to be removed.	(7) The power conferred by paragraph (1) removes any obligation upon the undertaker to secure any consent to remove hedgerows — (a) the hedgerows listed in Schedule 17 (hedgerows which may be removed); or (b) subject to consultation with the relevant planning authority, any hedgerow within the Order limits that may be identified and that is not otherwise described in Schedule 17 (hedgerows which may be removed) under the Hedgerows Regulations 1997.	C
40.	Article 48(1), Certification of plans, etc.	N/A	Certification of the design approach to site specific infrastructure.	(q) the design approach to site specific infrastructure (Document 8.18)	C
41.	Article 50(3), Procedure regarding certain approvals, etc.	N/A	Correction of the paragraphs within Schedule 4 which are referenced.	(3) The procedure set out in paragraphs (4 3) to (5) of Schedule 4 (discharge of requirements) has effect in relation to any other consent, agreement or approval required under this Order where such consent, agreement or approval is granted subject to any condition to which the undertaker objects, or is refused or is withheld.	C
42.	Article 54, Temporary closure of, and works in, the river Ouse	Canal and River Trust	Updates to reflect progress in negotiations with the Canal and River Trust	54.(1) The undertaker may, subject to Part 3 of Schedule 15 (protective provisions), in connection with the construction and maintenance of the authorised development, temporarily interfere with the relevant part of the river for the purposes of the removal, installation and maintenance of the overhead electric lines comprised in Work No. 6 (XC and XCP overhead electric lines, and XC overhead electric line) of Schedule 1 (authorised development) and any associated development in connection with it. (2) Without limitation on the powers conferred by paragraph (1) but subject to paragraphs (3) and (4) the undertaker may, in connection with the construction and maintenance of the authorised development on grounds of health and safety only, temporarily close to navigation the relevant part of the river.	C

(3) The power conferred by paragraphs (1) and (2) must be exercised in such a way which secures—

- (a) that no more of the relevant part of the river is closed to navigation at any time than is necessary in the circumstances; and
- (b) that, if complete closure to navigation of the relevant part of the river becomes necessary, all reasonable steps are taken to secure that the period of closure is kept to a minimum and that the minimum obstruction, delay or interference is caused to vessels or craft which may be using or intending to use the part so closed.

(4) During the period of any closure referred to in paragraph (2) all rights of navigation and other rights relating to and any obligations of the Trust to manage the relevant part of the river so closed are to be suspended and unenforceable against the Trust.

(5) Any person who ~~suffers loss~~ as a result of the ~~suspension of any exercise of powers conferred by this article, suffers loss by reason of the interference with any private rights of navigation under this article~~ is entitled to be paid compensation for such loss by the undertaker, to be determined, in case of dispute, under Part 1 of the 1961 Act.

In this article, “the relevant part of the river” means so much of the ~~R~~river Ouse as is ~~shown~~ within the Order limits and the “Trust” means the Canal & River Trust ~~on the access and rights of way and public rights of navigation plan.~~

43.	Article 61, Trees subject to tree preservation orders	N/A	Proposed deletion because, in light of Article 46(4), this is no longer required.	<p>Trees subject to tree preservation orders</p> <p>55.(1)—Subject to paragraph (2), the undertaker must not fell or lop or cut back the roots of any tree within or overhanging land within the Order limits which is the subject of a tree preservation order.</p> <p>(2) The undertaker may fell or lop any tree within or overhanging land within the Order limits subject to a tree preservation order which was made after 1 October 2022 or cut back its roots, if it reasonably believes it to be necessary to do so in order to prevent the tree from obstructing or interfering with the construction, maintenance or operation of the authorised project or any apparatus used in connection with the authorised project.</p> <p>(3) In carrying out any activity authorised by paragraph (2)—</p> <ul style="list-style-type: none">(a) the undertaker must do no unnecessary damage to any tree and must pay compensation to any person for any loss or damage arising from such activity; and(b) the duty contained in section 206(1) (replacement of trees) of the 1990 Act does not apply.	C
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~~(4) The authority given by paragraph (2) constitutes a deemed consent under the relevant tree preservation order.~~

~~(5) Any dispute as to a person's entitlement to compensation under paragraph (3), or as to the amount of compensation, is to be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.~~

44.	Signatory	N/A	Amended signature block to refer to new Secretary of State for Energy Security and Net Zero	Signed by authority of the Secretary of State for Energy Security and Net Zero Business, Energy and Industrial Strategy		C
					Date	
					Department for Energy Security and Net Zero Business, Energy and Industrial Strategy	
						<i>Name</i> Head of Energy Infrastructure Planning
45.	Schedule 1, Work No. 2 YR/2TW overhead electric line and YN overhead electric line	N/A	Amended to align with Council amalgamation.	In the district of Hambleton North Yorkshire and the city of York In the district of Hambleton North Yorkshire		C
46.	Schedule 1, Work No. U1 Utility Undergrounding	N/A	Amended to align with Council amalgamation	In the district of Hambleton North Yorkshire		C
47.	Schedule 1, Work No. 3	N/A	Amended to align with	In North Yorkshire the district of Hambleton and the city of York		C

	YN overhead electric line		Council amalgamation.		
48.	Schedule 1, Work No. 4 Overton Substation	N/A	Amended to align with Council amalgamation.	<u>In North Yorkshire</u> the district of Hambleton	C
49.	Schedule 1, Work No. 5 SP and XCP overhead electric lines	N/A	Amended to align with Council amalgamation.	<u>In North Yorkshire</u> the district of Hambleton and <u>the city of York</u> <u>In North Yorkshire</u> the district of Hambleton	C
50.	Schedule 1, Work No. 6 XC and XCP overhead electric lines, and XC overhead electric line	N/A	Amended to align with Council amalgamation.	<u>In the</u> district of Hambleton, <u>city of York and in North Yorkshire</u> borough of Harrogate <u>In North Yorkshire</u> the district of Hambleton <u>In the</u> district of Hambleton, <u>city of York and in North Yorkshire</u> borough of Harrogate <u>In the city of York and</u> borough of Harrogate <u>In North Yorkshire</u> the borough of Harrogate	C
51.	Schedule 1, Work No. U6	N/A	Amended to align with Council amalgamation.	<u>In North Yorkshire</u> the borough of Harrogate	C
52.	Schedule 1, Work No. 7 XC overhead electric line	N/A	Amended to align with Council amalgamation.	<u>In North Yorkshire</u> the borough of Harrogate and district of Selby	C

53.	Schedule 1, Work No. U7	N/A	Amended to align with Council amalgamation.	<u>In North Yorkshire</u> the district of Selby	C
54.	Schedule 1, Work No. U8	N/A	Amended to align with Council amalgamation.	<u>In North Yorkshire</u> the district of Selby	C
55.	Schedule 1, Work No. 8 XC and XD overhead electricity lines	N/A	Amended to align with Council amalgamation.	<u>In the city of Leeds and in North Yorkshire</u> district of Selby <u>In North Yorkshire</u> the district of Selby <u>In the city of Leeds and in North Yorkshire</u> district of Selby	C
56.	Schedule 1, Work No. 8 XC and XD overhead electricity lines (e) & (f)	N/A	Amended to align specifically to works being undertaken.	(a) the dismantling and removal of existing pylon XD001T and its associated foundations, and the removal of a single circuit span of redundant conductors between XD001 and XC481, and associated foundations ; (b) the construction and installation of two cable sealing end compounds, Tadcaster Tee East and Tadcaster Tee West, containing sealing end equipment, including anchor blocks in Tadcaster Tee East and a gantry in Tadcaster Tee West, switchgear, earthing and protection control systems, and connections to the overhead electric line, and permanent landscaping works ;	C
57.	Schedule 1, Work No. U9	N/A	Amended to align with Council amalgamation.	<u>In North Yorkshire</u> the district of Selby	C
58.	Schedule 1, Work No. U10	N/A	Amended to align with Council amalgamation.	<u>In North Yorkshire</u> the district of Selby	C

59.	Schedule 1, Work No. U11, U12, U13, U14 and U15	N/A	Amended to align with Council amalgamation.	In North Yorkshire the district of Selby	C
60.	Schedule 1, Work No. 10 XC overhead electric line	N/A	Amended to align with Council amalgamation.	In North Yorkshire the district of Selby	C
61.	Schedule 1, Work No. 11, Monk Fryston Substation	N/A	Amended to align with Council amalgamation.	In North Yorkshire the district of Selby	C
62.	Schedule 1, associated development Work No. 11	N/A	Minor amendment to sub-paragraph(s) to consolidate (c) with (s). Minor typographical amendment to sub-paragraph (t).	<p>(e) works to alter the position of apparatus, including mains, sewers, drains, conductors and cables;</p> <p>(q) such other works, including scaffolding and crossing protection, working areas, and works of demolition (which includes but is not limited to demolition of residential properties), as may be necessary or expedient for the purposes of or in connection with the construction of the authorised development and which do not give rise to any materially different environmental effects from those assessed in the eEnvironmental sStatement;</p> <p>(s) works to place, alter, divert, relocate, protect, remove or maintain the position of apparatus (including statutory undertakers' apparatus), services, plant and other equipment in, under or above a street, or in other land, including mains, sewers, drains, pipes, lights, conductors, cables, fencing and other boundary treatments; and</p> <p>(t) such other works as may be necessary or expedient for the purposes of or in connection with the construction, installation, operation or maintenance of the authorised development and which do not give rise to any materially different environmental effects from those assessed in the eEnvironmental sStatement.</p>	C

63. Schedule 2, Plans and Drawings N/A

These changes are required in order to reflect the revised documents that have been submitted to the Examination.

Part 1

Access, Rights of Way and Public Rights of Navigation Plan

(extract)

C

<i>Drawing Number</i>	<i>Revision</i>
DCO_A/AC/KP/01	A
DCO_A/AC/PS/01	BA
DCO_B/AC/KP/01	A
DCO_B/AC/KPD/01	BA
DCO_B/AC/PS/01	BA
DCO_B/AC/PS/02	BA
DCO_B/AC/PS/03	BA
DCO_B/AC/PS/04	BA
DCO_B/AC/PS/05	BA
DCO_C/AC/KP/01	A
DCO_C/AC/KPD/01	BA
DCO_C/AC/PS/01	BA
DCO_C/AC/PS/02	BA
DCO_C/AC/PS/03	BA

DCO_C/AC/PS/04	BA
DCO_C/AC/PS/05	BA
DCO_C/AC/PS/06	BA
DCO_C/AC/PS/07	BA
DCO_C/AC/PS/08	BA
DCO_C/AC/PS/09	BA
DCO_D/AC/KP/01	A
DCO_D/AC/PS/01	BA
DCO_D/AC/PS/02	BA
DCO_E/AC/KP/01	A
DCO_E/AC/PS/01	BA
DCO_E/AC/PS/02	BA
DCO_E/AC/PS/03	BA
DCO_E/AC/PS/04	BA
DCO_E/AC/PS/05	BA
DCO_E/AC/PS/06	BA
DCO_E/AC/PS/07	BA
DCO_F/AC/KP/01	A

DCO_F/AC/PS/01	BA
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64. Schedule 2, Plans and Drawings N/A

These changes are required in order to reflect the revised documents that have been submitted to the Examination.

Part 2
Design Drawings
(extract)

<i>Drawing Title</i>	<i>Drawing Number</i>	<i>Revision</i>
List Of Design Plans Drawings	DCO_DE/KP/01_01	BA
List Of Design Plans Drawings	DCO_DE/KP/01_02	BA
Design Drawing Plan : Explanatory Overhead Line Profile	DCO_DE/PS/01_01	A
Design Drawing Plan : Indicative Overhead Line Profiles 2TW/YR	DCO_DE/PS/03_01	A
Design Drawing Plan : Indicative Overhead Line Profiles YN	DCO_DE/PS/04_01	A
Design Drawing Plan : Indicative Overhead Line Profiles YN	DCO_DE/PS/04_02	A
Design Drawing Plan : Indicative Overhead Line Profiles SP	DCO_DE/PS/05_01	A

Design Drawing Plan : Indicative Overhead Line Profiles SP	DCO_DE/PS/05_02	A
Design Drawing Plan : Indicative Overhead Line Profiles XC	DCO_DE/PS/06_01	A
Design Drawing Plan : Indicative Overhead Line Profiles XC	DCO_DE/PS/06_02	A
Design Drawing Plan : Indicative Overhead Line Profiles XC	DCO_DE/PS/06_03	A
Design Drawing Plan : Indicative Overhead Line Profiles XC	DCO_DE/PS/06_04	A
Design Drawing Plan : Indicative Overhead Line Profiles XC	DCO_DE/PS/06_05	A
Design Drawing Plan : Indicative Overhead Line Profiles XC	DCO_DE/PS/06_06	A
Design Drawing Plan : Indicative Overhead Line Profiles XC	DCO_DE/PS/06_07	A
Design Drawing Plan : Indicative Overhead Line Profiles XC	DCO_DE/PS/06_08	A

Design Drawing Plan: Indicative Overhead Line Profiles XC	DCO_DE/PS/06_09	A
Design Drawing Plan: Indicative Overhead Line Profiles XC	DCO_DE/PS/06_10	A
Design Drawing Plan: Indicative Overhead Line Profiles XC	DCO_DE/PS/06_11	A
Design Drawing Plan: Indicative Overhead Line Profiles XC	DCO_DE/PS/06_12	A
Design Drawing Plan: Indicative Overhead Line Profiles XC	DCO_DE/PS/06_13	A
Design Drawing Plan: Indicative Overhead Line Profiles XC	DCO_DE/PS/06_14	A
Design Drawing Plan: Indicative Overhead Line Profiles XD	DCO_DE/PS/07_01	A
Design Drawing Plan: Indicative Overhead Line Profiles XD	DCO_DE/PS/07_02	A
Design Drawing Plan: Indicative Overhead Line Profiles 4YS	DCO_DE/PS/08_01	A

Design Drawing Plan : Indicative Overhead Line Profiles Temporary Alignment XCP	DCO_DE/PS/09_01	A
Design Drawing Plan : Indicative Overhead Line Profiles Temporary Alignment XC	DCO_DE/PS/10_01	A
Design Drawing Plan : Indicative Overhead Line Profiles Temporary Alignment XC	DCO_DE/PS/10_02	A
Design Drawing Plan : Indicative Overhead Line Profiles Temporary Alignment XD	DCO_DE/PS/11_01	A
Design Drawing Plan : Indicative Overhead Line Profiles Temporary Alignment YR	DCO_DE/PS/12_01	A
Design Drawing Plan : Indicative Maximum And Minimum Lattice Pylon Heights	DCO_DE/PS/13_01	A
Design Drawing Plan : Substation Parameter Plan - Overton	DCO_DE/PS/14_01	BA

Design Drawing Plan : Indicative Substation Layout - Overton	DCO_DE/PS/14_02	BA
Design Drawing Plan : Indicative Substation Elevation - Overton	DCO_DE/PS/14_03	BA
Design Drawing Plan : Substation Parameter Plan - Monk Fryston	DCO_DE/PS/15_01	BA
Design Drawing Plan : Indicative Substation Layout - Monk Fryston	DCO_DE/PS/15_02	BA
Design Drawing Plan : Indicative Substation Elevation - Monk Fryston	DCO_DE/PS/15_03	BA
Design Drawing Plan : Substation Parameter Plan - Osbalwick	DCO_DE/PS/16_01	BA
Design Drawing Plan : Indicative Substation Layout - Osbalwick	DCO_DE/PS/16_02	BA
Design Drawing Plan : Indicative Substation Elevation - Osbalwick	DCO_DE/PS/16_03	BA
Design Drawing Plan : Parameter Plan For Shipton North 400kv Cable Sealing End Compound	DCO_DE/PS/17_01	BA

Design Drawing Plan : Indicative Cable Sealing End Compound Layout - Shipton North 400kv Cable Sealing End Compound	DCO_DE/PS/17_02	BA
Design Drawing Plan : Indicative Cable Sealing End Compound Elevation - Shipton North 400kv Cable Sealing End Compound	DCO_DE/PS/17_03	BA
Design Drawing Plan : Parameter Plan For Shipton South 400kv Cable Sealing End Compound	DCO_DE/PS/18_01	BA
Design Drawing Plan : Indicative Cable Sealing End Compound Layout - Shipton South 400kv Cable Sealing End Compound	DCO_DE/PS/18_02	BA
Design Drawing Plan : Indicative Cable Sealing End Compound Elevation - Shipton South 400kv Cable Sealing End Compound	DCO_DE/PS/18_03	BA
Design Drawing Plan : Parameter Plan For Tadcaster West 275kv Cable Sealing End Compound	DCO_DE/PS/19_01	BA
Design Drawing Plan : Indicative Cable Sealing	DCO_DE/PS/19_02	BA

End Compound Layout - Tadcaster West 275kv Cable Sealing End Compound		
Design Drawing Plan : Indicative Cable Sealing End Compound Elevation - Tadcaster West 275kv Cable Sealing End Compound	DCO_DE/PS/19_03	BA
Design Drawing Plan : Parameter Plan For Tadcaster East 275kv Cable Sealing End Compound	DCO_DE/PS/20_01	BA
Design Drawing Plan : Indicative Cable Sealing End Compound Layout - Tadcaster East 275kv Cable Sealing End Compound	DCO_DE/PS/20_02	BA
Design Drawing Plan : Indicative Cable Sealing End Compound Elevation - Tadcaster East 275kv Cable Sealing End Compound	DCO_DE/PS/20_03	BA
Design Drawing: Indicative Earthworks Layout - Overton	DCO_DE/PS/21_01	A
Design Drawing: Indicative Earthworks Long Sections - Overton	DCO_DE/PS/21_02	A

Design Drawings: Indicative Earthworks Layout – Monk Fryston	DCO_DE/PS/22_01	A
Design Drawings: Indicative Earthworks Long Sections – Monk Fryston	DCO_DE/PS/22_02	A

65. Schedule 2, Plans and Drawings N/A

These changes are required in order to reflect the revised documents that have been submitted to the Examination.

Part 4
Land Plan
(extract)

C

<i>Drawing Number</i>	<i>Revision</i>
DCO_A/LP/KP/01	A
DCO_A/LP/PS/01	BA
DCO_B/LP/KP/01	A
DCO_B/LP/PS/01	CA
DCO_B/LP/PS/02	CA
DCO_B/LP/PS/03	CA
DCO_B/LP/PS/04	CA
DCO_B/LP/PS/05	CA
DCO_C/LP/KP/01	A
DCO_C/LP/PS/01	BA

DCO_C/LP/PS/02	BA
DCO_C/LP/PS/03	BA
DCO_C/LP/PS/04	BA
DCO_C/LP/PS/05	BA
DCO_C/LP/PS/06	BA
DCO_C/LP/PS/07	BA
DCO_C/LP/PS/08	BA
DCO_C/LP/PS/09	BA
DCO_D/LP/KP/01	A
DCO_D/LP/PS/01	BA
DCO_D/LP/PS/02	BA
DCO_E/LP/KP/01	A
DCO_E/LP/PS/01	BA
DCO_E/LP/PS/02	BA
DCO_E/LP/PS/03	BA
DCO_E/LP/PS/04	BA
DCO_E/LP/PS/05	BA
DCO_E/LP/PS/06	BA

				DCO_E/LP/PS/07	BA	
				DCO_F/LP/KP/01	A	
				DCO_F/LP/PS/01	BA	
66.	Schedule 2, Plans and Drawings	N/A	A new Part 5 has been inserted to reference the Outline Landscape Mitigation Strategy.	Part 5 Outline Landscape Mitigation Strategy		C
				<i>Drawing Title</i>	<i>Drawing Number</i>	<i>Revision</i>
				5.4.3 ES Chapter 3: Description of the Project Figure 3.10 Outline Landscape Mitigation Strategy (Overton)	DCO/OLMP/3.10	C
				5.4.3 ES Chapter 3: Description of the Project Figure 3.11 Outline Landscape Mitigation Strategy (Tadcaster)	DCO/OLMP/3.11	C
				5.4.3 ES Chapter 3: Description of the Project Figure 3.12 Outline Landscape Mitigation Strategy (Monk Fryston)	DCO/OLMP/3.12	C
67.	Schedule 2, Plans and Drawings	N/A	Minor typographical amendment	PART 1 TRAFFIC REGULATION ORDER PLAN		C

68. Schedule 2, Plans and Drawings N/A

These changes are required in order to reflect the revised documents that have been submitted to the Examination.

Part 67
Works Plan
(extract)

C

<i>Drawing Number</i>	<i>Revision</i>
DCO_A/WO/KP/01	A
DCO_A/WO/PS/01	BA
DCO_B/WO/KP/01	A
DCO_B/WO/PS/01	BA
DCO_B/WO/PS/02	BA
DCO_B/WO/PS/03	BA
DCO_B/WO/PS/04	BA
DCO_B/WO/PS/05	BA
DCO_C/WO/KP/01	A
DCO_C/WO/PS/01	BA
DCO_C/WO/PS/02	BA
DCO_C/WO/PS/03	BA
DCO_C/WO/PS/04	BA
DCO_C/WO/PS/05	BA
DCO_C/WO/PS/06	BA

DCO_C/WO/PS/07	BA
DCO_C/WO/PS/08	BA
DCO_C/WO/PS/09	BA
DCO_D/WO/KP/01	A
DCO_D/WO/PS/01	BA
DCO_D/WO/PS/02	BA
DCO_E/WO/KP/01	A
DCO_E/WO/PS/01	BA
DCO_E/WO/PS/02	BA
DCO_E/WO/PS/03	BA
DCO_E/WO/PS/04	BA
DCO_E/WO/PS/05	BA
DCO_E/WO/PS/06	BA
DCO_E/WO/PS/07	BA
DCO_F/WO/KP/01	A
DCO_F/WO/PS/01	BA

69.	Schedule 3 Requirements, (1) Interpretation	N/A	Deletion of sub-paragraph (n) in line with ISH1 action point.	(l) temporary construction compound set-up; and (m) the temporary display of site notices or advertisements; and (n) activities which do not fall within paragraphs (a) to (m) and are not likely to have significant effects on the environment;	C
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			Minor corresponding typographical amends at (l) and (m).	
70.	Schedule 3 Requirements, (1) Interpretation	N/A	Addition of "may subsequently be approved" to ensure all tailpiece wording from subsequent Requirements is included within paragraph (3) and corresponding minor typographical amendments.	(3) Where an approval is required under Schedule 3 (requirements) or a document referred to in a Requirement, or any Requirement specifies "unless otherwise approved", or "unless otherwise agreed" or "that may subsequently be approved" by the highway authority or the relevant planning authority such approval or agreement may only be given where it has been demonstrated to the satisfaction of the highway authority or the relevant planning authority that the subject matter of the approval or agreement sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the eEnvironmental sStatement. C
71.	Schedule 3 Requirements, (4) Stages of authorised development	N/A	Addition of sub-paragraph (2) to comply with Hearing AP27.	(2) The authorised development must be constructed in accordance with the written scheme setting out the stages of the authorised development submitted under paragraph (1). C

72.	Schedule 3 Requirement s, (6) Outline construction management plans.	N/A	Amendment of Requirement title to make status of plans clearer.	Outline Construction Management Plans to be approved	C
73.	Schedule 3 Requirement s, (6)(2) Detailed construction management plans.	N/A	Removal of "outline" to match new Requirement title.	(2) The plans, schemes and strategies referred to in paragraph (1) to be submitted for approval must accord with the relevant outline plans, schemes and strategies referred to in requirement 5 (construction management plans) and in the case of the soil and aftercare management plan must be substantially in accordance with the outline soil management plan.	C
74.	Schedule 3 Requirement s, (6)(4) Detailed construction management plans.	N/A	Amendments in line with ExA Written Question 6.0.6 on operational drainage strategy.	(4) The drainage management plan referred to in paragraph (1)(b) must contain written details of the surface and foul water drainage system (including means of pollution control and details of maintenance arrangements where required) for both permanent and temporary works, and any surface or foul water drainage system must be constructed and maintained in accordance with the details approved by the relevant planning authority under paragraph (1), following consultation with the relevant drainage authority.	C
75.	Schedule 3 Requirement s, (9)(2) Implementation of landscaping	N/A	Updated in line with ExA Written Question 5.4.8.	(2) Any mitigation planting, including trees or shrubs tree or shrub planted as part of an approved mitigation planting scheme or landscape strategy that, within a period of five years after planting, is removed, dies or becomes in the opinion of the relevant planning authority seriously damaged or diseased, must be replaced in the first available planting season with a specimen of the same species and size as that originally planted, unless otherwise approved by the relevant planning authority.	C

	and mitigation planting				
76.	Schedule 3 Requirement s, (10)(1) Retention and protection of existing trees	N/A	Minor update to match new title of Requirement 6.	12. (1) No stage of the authorised development may commence until, for that stage, a tree and hedgerow protection strategy (THPS) as referred to in requirement 6 (outline —construction management plans to be approved) and prepared in accordance with the Arboricultural Impact Assessment report (Document 5.3.3I) and BS 5837:2012 (Trees in relation to design, demolition and construction) identifying the trees and groups of trees to be retained during that stage has been submitted to and approved by the relevant planning authority.	C
77.	Schedule 3 Requirement s, (12)(1) Contamination of land or groundwater and controlled waters	N/A	Minor amendment removing "local".	13. (1) If during any stage of the authorised development, contamination within the Order limits is identified as a result of the confirmatory ground investigations or unexpected contamination discovery procedures described in chapter 10, Geology and Hydrogeology, of the environmental statement (Document 5.4.10) and the code of construction practice, and this contamination is considered to present a significant possibility of significant harm to persons or pollution of controlled waters or the environment then, except in the case of emergency, no further development in the vicinity of the contamination may be carried out until a written scheme to identify the extent of the contamination and any mitigation or remedial measures to be taken to render the land fit for its intended purpose has been submitted to and approved by the relevant local planning authority, following consultation with the Environment Agency.	C
78.	Schedule 3 Requirement s, (12)(1) Contamination of land or groundwater and	N/A	Minor amendment removing "local".	(2) Should mitigation or remedial measures be required then they must be carried out in accordance with the approved scheme referred to in paragraph (1) and, if remedial measures are required, their implementation and validation documented in a verification report submitted to the local planning authority.	

	controlled waters			
79.	Schedule 3 Requirement s, (13) Removal of temporary bridges and culverts	N/A	Minor amendment to include subsequent approval.	<p>13.Any temporary bridge or culvert required in connection with any stage of the authorised development must be removed within twelve months of completion of the construction of that stage of authorised development for which it was required, or such further time asthat may subsequently be approved by the relevant planning authority, after consultation with the Environment Agency or the relevant drainage authority as appropriate.</p>
80.	Schedule 3 Requirement s, (18) Approval of colour and surface finish of permanent buildings in accordance with the design approach to Site Specific Infrastructure	N/A	New Requirement inserted to secure the design approach to site specific infrastructure.	<p>Approval of external colour and surface finish of permanent buildings having regard to the Design Approach to Site Specific Infrastructure</p> <p>18(1) Any permanent buildings at—</p> <p>(a) Overton Substation; and</p> <p>(b) Monk Fryston Substation,</p> <p>must not be completed until details of the external colour and surface finish of the permanent buildings have been submitted to and approved by the relevant planning authority.</p> <p>(2)Any details to be approved under sub-paragraph (1) must be produced having regard to the design approach to site specific infrastructure, unless otherwise agreed by the relevant planning authority.</p> <p>(3)Any buildings referred to in this Requirement must be finished in accordance with the details approved under sub-paragraph (1).</p>
81.	Schedule 4 Discharge of Requirement s, (1) & (2) Fees	N/A	Minor amendment to refer to relevant authority pursuant to ExA Written Question 5.5.2.	<p>(1) Where an application is made to a relevant planning authority for any consent, agreement or approval required under Schedule 3 (requirements), a fee must be paid to the relevant planning authority as follows—</p> <p>(2)(b) the relevant planning authority failing to determine the application within 35 days from the date on which it is received, unless within that period the undertaker agrees in writing that the fee may be retained by the relevant planning authority and credited in respect of a future application.</p>

82.	Schedule 6 Streets Subject to Street Works	N/A	Amended to align with Council amalgamation.	<i>(1) Authority</i>	<i>(2) Street subject to street works</i>	C
				City of York Council	Planville Lane	
				North Yorkshire County Council North Yorkshire Council/City of York Council	C92 (Corban Lane)	
				North Yorkshire County Council North Yorkshire Council	U1720 (ORPA)	
				North Yorkshire County Council North Yorkshire Council/City of York Council	A19 (Main Street)	
				North Yorkshire County Council North Yorkshire Council	U1724 (Overton Road)	
				North Yorkshire County Council North Yorkshire Council/City of York Council	U1724 (Stripe Lane)	
				City of York Council	Common Croft Lane	
				North Yorkshire County Council North Yorkshire Council	U3396 (Church Lane)	
				North Yorkshire County Council North Yorkshire Council	U3397 (Red House Lane)	
				North Yorkshire County Council North Yorkshire Council	A59 (Roman Road)	
				North Yorkshire County Council North Yorkshire Council	C283 (Marston Lane)	
North Yorkshire County Council North Yorkshire Council	C283 (Atterwith Lane)					

North Yorkshire County Council North Yorkshire Council	C273 (Tockwith Road)
North Yorkshire County Council North Yorkshire Council	B1224 (Weatherby Road)
North Yorkshire County Council North Yorkshire Council	U737 (Healaugh Lane)
North Yorkshire County Council North Yorkshire Council	C268 (Wighill Lane)
North Yorkshire County Council North Yorkshire Council	C288 (Wighill Lane)
North Yorkshire County Council North Yorkshire Council	A659 (Kelcbar Hill)
North Yorkshire County Council North Yorkshire Council	A659 (Roman Road)
North Yorkshire County Council North Yorkshire Council	C305 (Garnet Lane)
North Yorkshire County Council North Yorkshire Council	A659/A64 West Bound On Slip Road
North Yorkshire County Council North Yorkshire Council	B1217
North Yorkshire County Council North Yorkshire Council	U785 (Coldhill Lane)
North Yorkshire County Council North Yorkshire Council	C311 (Coldhill Lane)

				North Yorkshire County Council North Yorkshire Council	U1092 (Laith Staid Lane)		
				North Yorkshire County Council North Yorkshire Council	B1222		
				North Yorkshire County Council North Yorkshire Council	C320 (Whitecote Lane)		
				North Yorkshire County Council North Yorkshire Council	U1288 (Westfield Lane)		
				North Yorkshire County Council North Yorkshire Council	A63		
				North Yorkshire County Council North Yorkshire Council	U1038 (Rawfield Lane)		
83.	Schedule 7 Streets Subject to Alteration of Layout	N/A	Amended to align with Council amalgamation.	<p><i>PART 1</i> Streets subject to permanent alteration of layout North Yorkshire County CouncilNorth Yorkshire Council</p> <p><i>Part 2</i> Streets Subject to Temporary Alteration of Layout North Yorkshire County CouncilNorth Yorkshire Council</p>	C		
84.	Schedule 8 Streets, Cycle Tracks or Public Rights of Way to be Temporarily Stopped Up	N/A	Amended to align with Council amalgamation.	<p><i>Part 1</i> Streets, Cycle Tracks or Public Rights of Way to be Temporarily Stopped up for which a Diversion is to be provided. (extract)</p> <table border="1"> <tbody> <tr> <td>(1) Area</td> <td>(2) Street, cycle track or public right of way to be temporarily stopped up</td> </tr> </tbody> </table>	(1) Area	(2) Street, cycle track or public right of way to be temporarily stopped up	C
(1) Area	(2) Street, cycle track or public right of way to be temporarily stopped up						

				City of York Council and North Yorkshire County Council North Yorkshire Council	U1720 (ORPA)
				North Yorkshire County Council North Yorkshire Council	35.55/5/1
85.	Schedule 8 Streets, Cycle Tracks or Public Rights of Way to be Temporarily Stopped Up	N/A	Amended to align with Council amalgamation.	Part 2 Streets, Cycle Tracks or Public Rights of Way to be Temporarily Stopped up for which no Diversion is to be provided. (extract)	C
				(1) Area	(2) Street, cycle track or public right of way to be temporarily stopped up
				North Yorkshire County Council North Yorkshire Council	10.129/U1720/50
				City of York Council	11/8/40; 11/8/30 and 11/8/20
				North Yorkshire County Council North Yorkshire Council	10.115/2/3 and 10.115/4/1
				City of York Council	10/3/2020
				City of York Council	10/1/10 and 10/2/10
				North Yorkshire County Council North Yorkshire Council	15.95/5/2 and 15.95/3
				North Yorkshire County Council North Yorkshire Council	15.95/2/3 and 15.95/6/1
				North Yorkshire County Council North Yorkshire Council	15.95/7/1

North Yorkshire County Council North Yorkshire Council	15.83/1/1
North Yorkshire County Council North Yorkshire Council	35.33/1/1; 35.33/1/2; and 15.10/4/1
North Yorkshire County Council North Yorkshire Council	35.33/6/7
North Yorkshire County Council North Yorkshire Council	35.64/1/1; 35.64/17/1; and 35.50/3/1
North Yorkshire County Council North Yorkshire Council	35.64/13/2 and 35.64/13/3
North Yorkshire County Council North Yorkshire Council	35.63/6/3
North Yorkshire County Council North Yorkshire Council	35.44/4/1; 35.44/1/2; 35.63/3/1; and 35.55/6/1
North Yorkshire County Council North Yorkshire Council	35.44/1/1
North Yorkshire County Council North Yorkshire Council	35.55/5/1
North Yorkshire County Council North Yorkshire Council	35.4/1/1
North Yorkshire County Council North Yorkshire Council	35.59/U1315/30
North Yorkshire County Council North Yorkshire Council	35.59/26/1

				North Yorkshire County Council North Yorkshire Council	35.59/U1289/70 and 35.59/13/1	
86.	Schedule 9 Access to Works	N/A	Amended to align with Council amalgamation.	Part 3 North Yorkshire County Council North Yorkshire Council		C
87.	Schedule 12 Land of Which Temporary Possession May be Taken	N/A	Amended to align with Council amalgamation.	Part 1: National Grid North Yorkshire County Council North Yorkshire Council Part 2: NPG North Yorkshire County Council North Yorkshire Council Part 3: NGN North Yorkshire County Council North Yorkshire Council		C
88.	Schedule 13 Land in Which New Rights and Restrictive Covenants May be Acquired	N/A	Amended to align with Council amalgamation.	Part 1: National Grid North Yorkshire County Council North Yorkshire Council Part 2: NPG North Yorkshire County Council North Yorkshire Council Part 3: NGN North Yorkshire County Council North Yorkshire Council		C
89.	Schedule 14 Traffic Regulation	N/A	Amended to align with Council amalgamation.	Schedule 14 Traffic Regulation (extract) Highway Authority	(1) Road	C

City of York Council and North Yorkshire County Council North Yorkshire Council	Plainville Lane and Bull Lane
North Yorkshire County Council North Yorkshire Council	U1720 (ORPA)
North Yorkshire County Council North Yorkshire Council/City of York Council	Corban Lane
North Yorkshire County Council North Yorkshire Council	A19
North Yorkshire County Council North Yorkshire Council	Overton Road
North Yorkshire County Council North Yorkshire Council/City of York Council	Stripe Lane
City of York Council	A19
City of York Council	Common Croft Lane
North Yorkshire County Council North Yorkshire Council	Church Lane
North Yorkshire County Council North Yorkshire Council	A59
North Yorkshire County Council North Yorkshire Council	Marston Lane
North Yorkshire County Council North Yorkshire Council	Atterwith Lane

North Yorkshire County Council North Yorkshire Council	Tockwith Road
North Yorkshire County Council North Yorkshire Council	B1224
North Yorkshire County Council North Yorkshire Council	Healaugh Lane
North Yorkshire County Council North Yorkshire Council	Wighill Lane
North Yorkshire County Council North Yorkshire Council	Wighill Lane
North Yorkshire County Council North Yorkshire Council	A659
North Yorkshire County Council North Yorkshire Council	A659
North Yorkshire County Council North Yorkshire Council	Garnett Lane
North Yorkshire County Council North Yorkshire Council	A659
Leeds City Council	Warren Lane
National Highways	A64
National Highways	A659/A64 Westbound Onslip
North Yorkshire County Council North Yorkshire Council	B1217

				North Yorkshire County Council North Yorkshire Council	Coldhill Lane
				North Yorkshire County Council North Yorkshire Council	Coldhill Lane
				North Yorkshire County Council North Yorkshire Council	Laith Staid Lane
				North Yorkshire County Council North Yorkshire Council	B1222
				North Yorkshire County Council North Yorkshire Council	B1222
				North Yorkshire County Council North Yorkshire Council	Whitecote Lane
				North Yorkshire County Council North Yorkshire Council	Westfield Lane
				North Yorkshire County Council North Yorkshire Council	A63
				North Yorkshire County Council North Yorkshire Council	Rawfield Lane
90.	Schedule 16 Amendment of Local Legislation	N/A	Additional byelaw 3 to be disapplied.		
				(1) <i>Title</i>	(2) <i>Byelaw to be disapplied</i>
				Byelaws for the good rule and government of the City of Leeds and for the prevention of nuisances made by the Council of the City in pursuance of Section 235 of the Local Government Act 1972	5, 10, 11 and 17.

Ainsty (2008) Internal Drainage Board Byelaws 2022	3, 10, 14, 15 and 17.
Kyle and Upper Ouse Internal Drainage Board Byelaws 1996	3, 10, 14, 15 and 17.

91. Schedule 17 N/A
Hedgerows to be Removed

New schedule of hedgerows to be removed inserted pursuant to updates in Article 46.

HEDGEROWS TO BE REMOVED

C

<i>(1) Hedgerow</i>	<i>(2) Grid reference</i>	<i>(3) Importance</i>	<i>(4) Sheet number of Figure 8.6(B) (Volume 5, Document 5.4.8(B))</i>
HE001	SE 57926 60107	Important	Sheet 1
HE002	SE 56766 59769	Important	Sheet 1
HE003	SE 56528 59909	Important	Sheet 1
HE004	SE 56383 59858	Important	Sheet 1
HE005	SE 56375 59877	Important	Sheet 1
HE006	SE 56228 59999	Important	Sheet 1
HE007	SE 56613 59612	Important	Sheet 1
HE008	SE 56395 59455	Important	Sheet 1
HE009	SE 56466 59439	Important	Sheet 1
HE010	SE 56594 59226	Important	Sheet 1
HE011	SE 56592 58923	Important	Sheet 1
HE012	SE 56590 58905	Important	Sheet 1
HE013	SE 56286 58301	Important	Sheet 1

HE014	SE 55984 57930	Important	Sheet 2
HE015	SE 55423 57809	Not Important	Sheet 2
HE016	SE 55821 57613	Important	Sheet 2
HE017	SE 56460 56779	Important	Sheet 2
HE018	SE 56368 56695	Not Important	Sheet 2
HE019	SE 55941 56647	Not Important	Sheet 2
HE020	SE 56054 56443	Not Important	Sheet 3
HE021	SE 56095 56337	Not Important	Sheet 3
HE022	SE 56199 55768	Not Important	Sheet 3
HE023	SE 56030 56061	Not Important	Sheet 3
HE024	SE 55311 56091	Important	Sheet 3
HE025	SE 55430 56997	Important	Sheet 2
HE026	SE 55425 57100	Important	Sheet 2
HE027	SE 55396 57127	Important	Sheet 2
HE028	SE 55402 57199	Important	Sheet 2
HE029	SE 55176 57051	Not Important	Sheet 2
HE030	SE 54714 56776	Important	Sheet 2
HE031	SE 54195 56282	Important	Sheet 3

HE032	SE 54062 56250	Important	Sheet 3
HE033	SE 53845 55776	Important	Sheet 3
HE034	SE 54044 55433	Important	Sheet 3
HE035	SE 54105 55306	Important	Sheet 3
HE036	SE 54661 54929	Not Important	Sheet 3
HE037	SE 54767 54889	Important	Sheet 3
HE038	SE 54897 54831	Important	Sheet 3
HE039	SE 54915 54811	Important	Sheet 3
HE040	SE 52567 56254	Important	Sheet 4
HE041	SE 52393 56293	Important	Sheet 4
HE042	SE 52378 56407	Important	Sheet 4
HE043	SE 52327 56401	Important	Sheet 4
HE044	SE 52297 56319	Important	Sheet 4
HE045	SE 51974 56589	Potentially Important	Sheet 4
HE046	SE 51492 56433	Not Important	Sheet 4
HE047	SE 51418 56409	Important	Sheet 4
HE048	SE 51315 56313	Important	Sheet 4
HE049	SE 50992 56234	Important	Sheet 4

HE050	SE 51002 56207	Not Important	Sheet 4
HE051	SE 51192 56053	Important	Sheet 4
HE052	SE 51118 55837	Important	Sheet 4
HE053	SE 514925 5393	Important	Sheet 4
HE054	SE 51147 54638	Not Important	Sheet 5
HE055	SE 50777 54702	Important	Sheet 5
HE056	SE 51028 54457	Important	Sheet 5
HE057	SE 51041 54448	Important	Sheet 5
HE058	SE 50672 54388	Important	Sheet 5
HE059	SE 50391 53678	Important	Sheet 5
HE060	SE 50323 53469	Not Important	Sheet 5
HE061	SE 49062 52067	Important	Sheet 6
HE062	SE 49050 52058	Important	Sheet 6
HE063	SE 48992 52055	Important	Sheet 6
HE064	SE 49251 51962	Important	Sheet 6
HE065	SE 49224 51921	Important	Sheet 6
HE066	SE 49481 51810	Important	Sheet 6
HR067	SE 49045 50836	Important	Sheet 6

HE068	SE 49062 50805	Important	Sheet 6
HE069	SE 48914 50331	Not Important	Sheet 7
HE070	SE 48638 48964	Important	Sheet 7
HE071	SE 48925 48439	Important	Sheet 7
HE072	SE 47954 46665	Important	Sheet 8
HE073	SE 48452 46027	Important	Sheet 8
HE074	SE 47649 45031	Important	Sheet 8
HE075	SE 47612 45002	Important	Sheet 8
HE076	SE 47501 44507	Important	Sheet 8
HE077	SE 46923 42815	Important	Sheet 9
HE078	SE 46856 42552	Important	Sheet 9
HE079	SE 46266 42420	Important	Sheet 9
HE080	SE 46467 42212	Important	Sheet 9
HE081	SE 46287 41936	Important	Sheet 9
HE082	SE 46407 41818	Not Important	Sheet 9
HE083	SE 46401 41805	Not Important	Sheet 9
HE084	SE 45808 41712	Not Important	Sheet 9
HE085	SE 45796 41720	Important	Sheet 9

HE086	SE 45430 41955	Important	Sheet 9
HE087	SE 45627 40876	Important	Sheet 9
HE088	SE 46432 38155	Important	Sheet 10
HE089	SE 46114 38043	Important	Sheet 10
HE090	SE 46154 37942	Important	Sheet 10
HE091	SE 46462 37988	Important	Sheet 10
HE092	SE 46386 37801	Important	Sheet 10
HE093	SE 46733 36981	Important	Sheet 10
HE094	SE 46722 36956	Important	Sheet 10
HE095	SE 46976 35119	Important	Sheet 11
HE096	SE 47840 33184	Important	Sheet 12
HE097	SE 47043 32182	Important	Sheet 12
HE098	SE 47172 30889	Important	Sheet 13
HE099	SE 47219 30876	Important	Sheet 13
HE100	SE 47168 30858	Important	Sheet 13
HE101	SE 48403 30402	Important	Sheet 13
HE102	SE 47535 29902	Not Important	Sheet 13
HE103	SE 47553 29662	Potentially Important	Sheet 13

HE104	SE 48421 29425	Important	Sheet 13
HE105	SE 48437 29327	Important	Sheet 13

92.	Explanatory Note	N/A	Minor amendment to wording to better reflect the Project.	This Order authorises National Grid to undertake works to the national electricity transmission System between the existing substation at Monk Fryston to the existing substation at Osbaldwick Poppleton substation to the north west of York . The proposed development is required to provide sufficient transmission capacity to enable the connection of new electricity generation projects in the region, and to carry out all associated works.	C
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Table 1.3 – Schedule of Changes to version C of the **draft DCO Document 3.1(C)** [REP3-004]

Ref.	DCO Ref.	Consultee	Rationale for the change/comments from consultee	Change made	DCO Version
July 2023					
93.	Article 2(1), Interpretation	N/A	Pursuant to ISH3 Action Point 6, ES Addendum Parts 1 and 2 have been consolidated into one ES Addendum Document (Document 5.2.22). Additionally, pursuant to ISH3 Action Point 21, the Environmental Statement has been added to the list of documents to be certified in Article 48.	“environmental statement” means the environmental statement (Documents 5.1 to 5.4.18), D environmental statement addendum (Document 5.2.220), environmental statement addendum (part 2) (Document 5.2.21) and the documents contained in or named in the consolidated errata and changes (Document 5.2.19); and certified as the environmental statement by the Secretary of State for the purposes of this Order under article 48 (certification of plans, etc.)	D

94.	Article 2(1), Interpretation	N/A	Pursuant to ISH3 Action Point 7, this definition has been revised to clarify its application within Article 9.	“temporary construction works” means the temporary construction compounds works described in Schedule 1 (authorised development) to the Order;	D
95.	Article 11(3), Street works	Relevant planning authorities	Updated where necessary to "received" for consistency in line with ISH3 Action Point 13.	(3) If a street authority that receives an application for consent under paragraph (2) fails to notify the undertaker of its decision within 28 days beginning with the date on which the application was received made , that authority will be deemed to have granted consent.	D
96.	Article 11(7), Street works	N/A	Updated throughout for consistency of approach pursuant to ISH3 Action Point 12.	(7) Any application for consent under paragraph (2) must include a statement that the provisions of paragraph (3) apply to that application.	D
97.	Article 13(5), Power to alter layout, etc. of streets	N/A	Updated where necessary to "received" for consistency in line with ISH3 Action Point 13.	(5) If a street authority which receives an application for consent under paragraph (4) fails to notify the undertaker of its decision before the end of the period of 28 days beginning with the date on which the application was received made , it is deemed to have granted consent.	D

98.	Article 14(8), Temporary stopping up of streets, cycle tracks and public rights of way	N/A	Updated where necessary to "received" for consistency in line with ISH3 Action Point 13.	(8) If a street authority which receives an application for consent under paragraph (5)(b) fails to notify the undertaker of its decision before the end of the period of 28 days beginning with the date on which the application was received made , it is deemed to have granted consent. D
99.	Article 16(2), Access to works	N/A	Updated where necessary to "received" for consistency in line with ISH3 Action Point 13.	(2) If a relevant planning authority which receives an application for consent under paragraph (1)(b) fails to notify the undertaker of its decision before the end of the period of 28 days beginning with the date on which the application was received made , it is deemed to have granted consent. D
100.	Article 16(3), Access to works	N/A	Updated throughout for consistency of approach pursuant to ISH3 Action Point 12.	(3) Any application for consent under paragraph (1)(b) must include a statement that the provisions of paragraph (2) apply to that application. D

101.	Article 19(11), Discharge of water	N/A	Updated throughout for consistency of approach pursuant to ISH3 Action Point 12.	(11) Any application for consent under paragraph (3) or approval under paragraph (4)(a) must include a statement that the provisions of paragraph (9) apply to that application. D
102.	Article 19(12), Discharge of water	Ainsty IDB and Kyle and Upper Ouse IDB.	Addition of wording in place of byelaw disapplication. Update of corresponding footnote.	(12) In relation to any works executed under this Order, Section 66 of the Land Drainage Act 1991(a) is amended after paragraph (9) to insert: "(10) Where an application is made to an internal drainage board for their consent under a byelaw made under this section— (a) the consent is not to be unreasonably withheld; and (b) if the internal drainage board fail within 28 days after receipt of the application to notify the applicant in writing of their determination, the internal drainage board are deemed to have consented to the application. (11) No consent is required under any byelaw made by an internal drainage board under this section if it relates solely to the oversail of an overhead electric line which meets the minimum statutory clearances contained in Schedule 2 of the Electricity Safety, Quality and Continuity Regulations 2002(b) when measured from the top of the bank of any watercourse maintained by an internal drainage board." Footnotes inserted: (a) c.23. Section 66 was amended by the Flood and Water Management Act 2010 c.29 Sch.2 para 38, the Local Government Byelaws (Wales) Act 2012 anaw, 2 Sch.2 para 14(2), the Water Act 2014 c.21 Pt 5 s.86(3) (July 14, 2014), and by the Local Government Byelaws (Wales) Act 2012 anaw, 2 Sch.2 para 14(3) (march 31, 2015 subject to transitional provisions and savings specified in SI 2015/1025 art.3). (b) SI: 2002/2665. There are amendments to the Electricity Safety, Quality and Continuity Regulations 2002 which are not relevant to this section

103.	Article 20(9), Protective work to land, buildings, structures, apparatus or equipment	N/A	Updated throughout for consistency of approach to footnotes.	(9) Without affecting article 31 (no double recovery), nothing in this article relieves the undertaker from any liability to pay compensation under section 152(49a) of the 2008 Act (compensation in case where no right to claim in nuisance).	D
104.	Article 20 (11), Protective work to land, buildings, structures, apparatus or equipment	N/A	Updated throughout for consistency of approach to footnotes.	(11) Section 13(50b) (refusal to give possession to acquiring authority) of the 1965 Act applies to entry onto, or possession of, land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125(51c) (application of compulsory acquisition provisions) of the 2008 Act.	D
105.	Article 21(8), Authority to survey and investigate the land	N/A	Minor typographical correction.	(e) that authority is deemed to have granted consent.	D

106.	Article 21(10), Authority to survey and investigate the land	N/A	Updated throughout for consistency of approach pursuant to ISH3 Action Point 12.	(10) Any application for consent under paragraph (5) must include a statement that the provisions of paragraph (8) apply to that application. D
107.	Article 23, Compulsory acquisition of land – incorporation of the mineral code	N/A	Updated throughout for consistency of approach to footnotes.	23. Parts 2 and 3 of Schedule 2 (minerals) to the Acquisition of Land Act 1981(52a) are incorporated into this Order subject to the following modifications— D
108.	Article 32(1), Modification of Part 1 of the 1965 Act	N/A	Updated throughout for consistency of approach to footnotes.	32.—(1)—Part 1 of the 1965 Act, as applied to this Order by section 125(53a)(application of compulsory acquisition provisions) of the 2008 Act, is modified as follows. D

109.	Article 32(2), Modification of Part 1 of the 1965 Act	N/A	Updated throughout for consistency of approach to footnotes.	(2) In section 4A(1)(54b) (extension of time limit during challenge) for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order), the three year period mentioned in section 4” substitute “section 118 of the Planning Act 2008 (legal challenges relating to applications for orders granting development consent)(55c), the five year period mentioned in article 24 (time limit for exercise of authority to acquire land and rights compulsorily) of the National Grid (Yorkshire Green Energy Enablement Project) Development Consent Order [XX]”.	D
110.	Article 32 (3), Modification of Part 1 of the 1965 Act	N/A	Updated throughout for consistency of approach to footnotes.	(3) In section 11A(56d) (powers of entry: further notice of entry)—	D
111.	Article 32 (5), Modification of Part 1 of the 1965 Act	N/A	Updated throughout for consistency of approach to footnotes.	(5) In Schedule 2A(57a) (counter-notice requiring purchase of land not in notice to treat)—	D
112.	Article 33(5), Application of the 1981 Act	N/A	Updated throughout for consistency of approach to footnotes.	(5) Section 5A is omitted(58b).	D

113.	Article 33(7), Application of the 1981 Act	N/A	Updated throughout for consistency of approach to footnotes.	(7) In section 5B(1)(59c) (extension of time limit during challenge) for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order), the three year period mentioned in section 5A” substitute “section 118(f) (legal challenges relating to applications for orders granting development consent) of the Planning Act 2008, the five year period mentioned in article 24 (time limit for exercise of authority to acquire land and rights compulsorily) of the National Grid (Yorkshire Green Energy Enablement Project) Development Consent Order [XX]”.	D
114.	Article 33(8), Application of the 1981 Act	N/A	Updated throughout for consistency of approach to footnotes.	(8) In section 6(60d) (notices after execution of declaration), in subsection (1)(b), for “section 15 of, or paragraph 6 of Schedule 1 to, the Acquisition of Land Act 1981” substitute “section 134 (notice of authorisation of compulsory acquisition) of the Planning Act 2008”.	D
115.	Article 33(9), Application of the 1981 Act	N/A	Updated throughout for consistency of approach to footnotes.	(9) In section (7)(61a) (constructive notice to treat), in subsection (1)(a), omit “(as modified by section 4 of the Acquisition of Land Act 1981)”.	D
116.	Article 33(10), Application of the 1981 Act	N/A	Typographical error corrected. Updated throughout for consistency of approach to footnotes.	(10) In Schedule A1(62b) (counter-notice requiring purchase of land not in general vesting declaration) for paragraph 1(2) substitute— “(2) But see article 34(3) (acquisition of subsoil or airspace only) of the National Grid (Yorkshire Green Energy Enablement Project) Development Consent Order [202[X]] A428 Black Cat to Caxton Gibbet Development Consent Order 2022 , which excludes the acquisition of subsoil or airspace only from this Schedule.”	D

117.	Article 35(4), Use of subsoil under or airspace over streets	N/A	Updated throughout for consistency of approach to footnotes.	(4) Subject to paragraph (5), any person who is an owner or occupier of land appropriated under paragraph (1) without the undertaker acquiring any part of that person's interest in the land, and who suffers loss as a result, is entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act(64a).	D
118.	Article 35(5), Use of subsoil under or airspace over streets	N/A	Updated throughout for consistency of approach to footnotes.	(5) Compensation is not payable under paragraph (3) to any person who is a statutory undertaker to whom section 85 (sharing of cost of necessary measures) of the 1991 Act(65b) applies in respect of measures of which the allowable costs are to be borne in accordance with that section.	D
119.	Article 36(13), Temporary use of land by National Grid	N/A	Updated throughout for consistency of approach to footnotes.	(13) The provisions of the Neighbourhood Planning Act 2017(66a) insofar as they relate to temporary possession of land under this article 36, article 37 (temporary use of land by NPG), 38 (temporary use of land by NGN) and article 39 (temporary use of land for maintaining the authorised development) of this Order do not apply in relation to the construction, operation and maintenance of the authorised development.	D
120.	Article 40(2), Statutory Undertakers	N/A	Updated throughout for consistency of approach to footnotes.	(2) Paragraph (1)(b) has no effect in relation to apparatus in respect of which Part 3 (street works in England and Wales) of the 1991 Act(67a) applies.	D

121.	Article 41(4), Recovery of costs of new connections	N/A	Updated throughout for consistency of approach to footnotes.	(4) In this paragraph—“public communications provider” has the same meaning as in section 151(1) (interpretation of Chapter 1) of the Communications Act 2003(68b); and	D
122.	Article 43(1), Defence to proceedings in respect of statutory nuisance	N/A	Updated throughout for consistency of approach to footnotes.	43.—(1) Where proceedings are brought under section 82(1) (summary proceedings by persons aggrieved by statutory nuisances) of the Environmental Protection Act 1990(69a) in relation to a nuisance falling within paragraphs (g) (noise emitted from premises so as to be prejudicial to health or a nuisance) and (ga) (noise that is prejudicial to health or a nuisance and is emitted from or caused by a vehicle, machinery or equipment in a street) of section 79(1) (statutory nuisances and inspections therefor) of that Act no order must be made, and no fine may be imposed, under section 82(2) (summary proceedings by persons aggrieved by statutory nuisances) of that Act if— (a) the defendant shows that the nuisance— (i) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised development and that the nuisance is attributable to the carrying out of the authorised development in accordance with a notice served under section 60 (control of noise on construction sites), or a consent given under section 61 (prior consent for work on construction sites), of the Control of Pollution Act 1974(70b); or	D
123.	Article 44(2), Maintenance of drainage works	N/A	Updated throughout for consistency of approach to footnotes.	(2) In this article “drainage” has the same meaning as in section 72 (interpretation) of the Land Drainage Act 1991(71a).	D

124.	Article 45(4), Traffic regulation	N/A	Updated throughout for consistency of approach to footnotes.	(b) is deemed to be a traffic order for the purposes of Schedule 7 (road traffic contraventions subject to civil enforcement) to the Traffic Management Act 2004(72a).	D
125.	Article 46(4), Felling or lopping of trees and removal of hedgerows	N/A	Updated throughout for consistency of approach to footnotes.	(4) Development consent granted by this Order is to be treated as planning permission pursuant to Part 3 of the 1990 Act for the purposes of regulation 14 (exceptions) of the Town and Country Planning (Tree Preservation) (England) Regulations 2012(73a) and the duty contained in section 206(1) (replacement of trees) of the 1990 Act does not apply.	D
126.	Article 46(7), Felling or lopping of trees and removal of hedgerows	N/A	Updated throughout for consistency of approach to footnotes.	(b) subject to consultation with the relevant planning authority, any hedgerow within the Order limits that may be identified and that is not otherwise described in Schedule 17 (hedgerows which may be removed) under the Hedgerows Regulations 1997(74b).	D
127.	Article 46(9), Felling or lopping of trees and removal of hedgerows	N/A	Updated throughout for consistency of approach pursuant to ISH3 Action Point 12.	(9) Any application for consent under paragraph (5) must include a statement that the provisions of paragraph (6) apply to that application.	D

128.	Article 48(1), Certification of plans, etc	N/A	Updated to include reference to the environmental statement as a certified document and subsequent numerical updates.	<p>(5) National Grid must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of—</p> <ul style="list-style-type: none"> (a) the access, rights of way and public rights of navigation plan (Document 2.7.1 – 2.7.6); (b) the arboricultural impact assessment (Document 5.3.3I); (c) the book of reference (Document 4.3); (d) the environmental statement ((Documents 5.1 to 5.4.19 and 5.4.22); (e) the code of construction practice (Document 5.3.3B); (f) the archaeological written scheme of investigation (Document 5.3.3C); (g) the biodiversity mitigation strategy (Document 5.3.3D); (h) the construction traffic management plan (Document 5.3.3F); (i) the public rights of way management plan (Document 5.3.3G); (j) the noise and vibration management plan (Document 5.3.3H); (k) the outline landscape mitigation strategy (Figure 3.10 – 3.12, Document 5.4.3); (l) the outline soil management plan (Document 5.3.3E); (m) the design drawings (Document 2.15); (n) the land plan (Document 2.5.1–2.5.6); (o) the extinguishment of easements, servitudes and other private rights plan (Document 2.14); (p) the traffic regulation order plan (Document 2.12.1–2.12.6); (q) the works plan (Document 2.6.1–2.6.6); (r) the design approach to site specific infrastructure (Document 8.18) 	D
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129.	Article 49(3), Service of notices	N/A	Updated throughout for consistency of approach to footnotes.	(3) For the purposes of section 7 (references to service by post) of the Interpretation Act 1978(75a) as it applies for the purposes of this article, the proper address of any person in relation to the service on that person of a notice or document under paragraph (1) is, if that person has given an address for service, that address, and otherwise—	D
130.	Article 51(16) Removal of Human Remains	N/A	Updated throughout for consistency of approach to footnotes.	(16) Section 25 (offence of removal of body from burial ground) of the Burial Act 1857 (76a) does not apply to a removal carried out in accordance with this article.	D
131.	Article 51(18) Removal of Human Remains	N/A	Updated throughout for consistency of approach to footnotes.	(18) The Town and Country Planning (Churches, Places of Religious Worship and Burial Grounds) Regulations 1950 (77b) do not apply to the authorised development.	D
132.	Article 52(1), Amendment of local legislation	N/A	Administrative correction.	52. —(1) The local enactments specified in Part 1 of Schedule 16 (amendment of local legislation), and any byelaws or other provisions made under any of those enactments, and the local byelaws specified in Part 2 of that Schedule are hereby excluded and do not apply insofar as inconsistent with a provision of, or a power conferred by, this Order.	D

133.	Schedule 1, Work No. U8	N/A	Updated following ISH3 Action Point 23.	<u>In North Yorkshire</u> Works to the existing section of underground cable or, if not already underground, the removal of a section of the existing distribution overhead electric line and its replacement with the installation of an underground cable shown on section C, sheet 9 of the works plan.	D
134.	Schedule 3, Requirements, (1) Interpretation	N/A	Minor typographical correction to accommodate additional defined term.	“stage” means a defined stage of the authorised development, as described in a scheme submitted to the relevant planning authority pursuant to requirement 4 (stages of authorised development); and	D
135.	Schedule 3, Requirements, (1) Interpretation	N/A	Minor typographical correction to accommodate additional defined term.	(g) low key maintenance and safety checking of plant and machinery; and	D
136.	Schedule 3, Requirements, (1) Interpretation	Travellers' Encampment	Additional definition inserted in accordance with new Requirement 19.	“Travellers' Encampment” means plots E7-34 and E7-40 as shown on the land plan to the extent and for the duration that these plots are occupied as a travellers' encampment.	D

137.	Schedule 3, Requirements, (8) Landscaping at Overton, Tadcaster and Monk Fryston	N/A	Pursuant to ISH3 Action Point 28, this requirement has been updated and now secures the landscaping strategy in connection with the non-linear works at Overton, Tadcaster and Monk Fryston. This requirement now makes provision for management of woodland planting for up to 15 years.	Landscaping and mitigation planting at Overton, Tadcaster and Monk Fryston	D
<p>(8)(1) Unless otherwise agreed with the relevant planning authority, no stage of the authorised development in connection with the non-linear works at Overton, Tadcaster and Monk Fryston may commence until, where relevant for that stage, a landscape strategy that accords with the outline landscape mitigation strategy has been submitted to and approved by the relevant planning authority.</p> <p>(s) a scheme for mitigation planting that accords with the arboricultural impact assessment; and</p> <p>(t) a landscape strategy that accords with the outline landscape mitigation strategy has been submitted to and approved by the relevant planning authority.</p> <p>(2) The scheme for mitigation planting and landscape strategy submitted under paragraph (1) must include details appropriate for the relevant stage, including—</p> <p>(u) the location of planting and a schedule of plants noting quantities, species, size and planting density of any proposed planting or seeding;</p> <p>(v) cultivation, importing of materials and other operations to ensure plant and seed establishment; and</p> <p>(w) details of the five year maintenance regime, including monitoring and management, and the proposed management regime for any woodland planting in years six to fifteen; and</p> <p>(x) details of the proposed levels of any permanent earthworks.</p> <p>(3) 9. The Scheme for mitigation planting and The landscape strategy referred to in requirement 8 (landscaping and mitigation planting paragraph (1)) must be implemented as approved, by no later than the first available planting season after the authorised development is first brought into operational use and carried out to a reasonable standard in accordance with the relevant recommendations of the appropriate British Standard or other recognised codes of good practice.</p> <p>(4) (1) Any mitigation-landscape planting, including trees or shrubs planted as part of an approved mitigation planting scheme or a landscape strategy that, within a period of five years after planting, is removed, dies or becomes in the opinion of the relevant planning authority seriously damaged or diseased, must be replaced in the first available planting season with a specimen of the same species and size as that originally planted, unless otherwise approved by the relevant planning authority.</p>					

138.	Schedule 3, Requirements, (9) Retention and protection of existing trees	N/A	This requirement has been moved forward from 10 to 9. Additionally, sub-paragraph (3) has been removed to avoid duplication with what was sub-paragraph (4).	Retention and protection of existing trees	D
				<p>10. 9. (1) No stage of the authorised development may commence until, for that stage, a tree and hedgerow protection strategy (THPS) as referred to in requirement 6 (construction management plans to be approved) and prepared in accordance with the Arboricultural Impact Assessment report (Document 5.3.3I) and BS 5837:2012 (Trees in relation to design, demolition and construction) identifying the trees and groups of trees to be retained during that stage has been submitted to and approved by the relevant planning authority.</p> <p>(2) The THPS referred to in paragraph (1) must include—</p> <ul style="list-style-type: none"> (y) tree protection plans detailing the alignment of temporary physical tree protection measures according to BS 5837:2012; (z) a schedule of all proposed tree and hedgerow removal and management; (aa) specifications for temporary physical protection for trees; and (bb) details of an auditable system of compliance with the approved protection measures. <p>(2) The trees and groups of trees identified in the THPS referred to in paragraph (1) must not be felled in connection with the construction of the authorised development.</p> <p>(3) The relevant stage of the authorised development must not commence until the approved protection measures referred to in paragraph (1) are in place, and they must thereafter be maintained during the construction of the relevant stage of the authorised development unless otherwise agreed in writing with the relevant planning authority.</p>	
139.	Schedule 3, Requirements, (10) Replacement Planting	N/A	Pursuant to ISH3 Action Point 28, this requirement has been updated to secure replacement planting for trees and hedgerows identified to be	Replacement planting	D
				<p>10. (1) Subject to paragraph (2), unless otherwise agreed with the relevant planning authority, no stage of the authorised development may commence until, where relevant for that stage, a replacement planting scheme in accordance with the principles contained in the code of construction practice which replaces the trees and hedgerows identified to be removed in the tree and hedgerow protection strategy approved under Requirement 9, has been submitted to and approved by the relevant planning authority.</p> <p>(2) Paragraph (1) does not apply in connection with the non-linear works at Overton, Tadcaster and Monk Fryston to the extent that replacement planting is included in the landscape strategy under Requirement 8.</p>	

			removed in the THPS.	<p>(3) The scheme for replacement planting submitted under paragraph (1) must include details appropriate for the relevant stage, including—</p> <ul style="list-style-type: none"> (a) the location of planting and a schedule of plants noting quantities, species, size and planting density of any proposed planting or seeding; (b) cultivation, importing of materials and other operations to ensure plant and seed establishment; and (c) details of the five year maintenance regime including monitoring and management. <p>(4) The scheme for replacement planting referred to in paragraph (1) must be implemented as approved, by no later than the first available planting season after the authorised development is first brought into operational use and carried out to a reasonable standard in accordance with the relevant recommendations of the appropriate British Standard or other recognised codes of good practice.</p> <p>(5) Any replacement planting, including trees and hedgerows planted as part of an approved replacement planting scheme that, within a period of five years after planting, is removed, dies or becomes in the opinion of the relevant planning authority seriously damaged or diseased, must be replaced in the first available planting season with a specimen of the same species and size as that originally planted, unless otherwise approved by the relevant planning authority.</p>	
140.	Schedule 3, Requirements (12)	N/A	Updated throughout for consistency of approach to footnotes.	<p>(3) In this requirement (contamination of land or groundwater and controlled waters), “controlled waters” has the same meaning as in Part 2A of the Environmental Protection Act 1990(78a).</p>	D

141.	Schedule 3, Requirements (18)(1)	N/A	Pursuant to ISH3 Action Point 30 updated in line with request to secure additional elements from DASSI. In particular colour of peripheral fencing.	<p>Approval of external colour and surface finish of permanent buildings details having regard to the design approach to site specific infrastructure</p> <p>18.—(1) Any permanent buildings and the acoustic enclosures at –</p> <p>(d) Overton Substation; and</p> <p>(e) Monk Fryston Substation,</p> <p>must not be completed until details of the external colour and surface finish of the permanent buildings and the external colour of the acoustic enclosures have been submitted to and approved by the relevant planning authority.</p>	D																
142.	Schedule 3, Requirements 19, Site Specific Mitigation Scheme	Travellers' Encampment	New Requirement drafted in response to ISH3 Action Point 1.	<p>Site Specific Mitigation Scheme</p> <p>19. (1) No part of Work No. 10 that affects the Travellers' Encampment may commence until a scheme to mitigate the impacts of construction activities arising from those works, including noise, dust, vibration, and visual effects (including from lighting), has been submitted to and approved in writing by the relevant planning authority.</p> <p>(2) The scheme referred to in sub-paragraph (1) must include the approach to liaison for the Travellers' Encampment during the construction period.</p> <p>(3) The construction works for that part of Work No. 10 which affect the Travellers' Encampment must be carried out in accordance with the approved scheme referred to in sub-paragraph (1) above, unless otherwise agreed with the relevant planning authority.</p>	D																
143.	Schedule 6, Streets subject to Street Works	N/A	Deletion of street subject to street works.	<p style="text-align: center;">STREETS SUBJECT TO STREET WORKS</p> <table border="1"> <thead> <tr> <th><i>(1) Authority</i></th> <th><i>(2) Street subject to street works</i></th> </tr> </thead> <tbody> <tr> <td>City of York Council</td> <td>Planville Lane</td> </tr> <tr> <td>North Yorkshire Council/City of York Council</td> <td>C92 (Corban Lane)</td> </tr> <tr> <td>North Yorkshire Council</td> <td>U1720 (ORPA)</td> </tr> <tr> <td>North Yorkshire Council/City of York Council</td> <td>A19 (Main Street)</td> </tr> <tr> <td>North Yorkshire Council</td> <td>U1724 (Overton Road)</td> </tr> <tr> <td>North Yorkshire Council/City of York Council</td> <td>U1724 (Stripe Lane)</td> </tr> <tr> <td>City of York Council</td> <td>Common Croft Lane</td> </tr> </tbody> </table>	<i>(1) Authority</i>	<i>(2) Street subject to street works</i>	City of York Council	Planville Lane	North Yorkshire Council/City of York Council	C92 (Corban Lane)	North Yorkshire Council	U1720 (ORPA)	North Yorkshire Council/City of York Council	A19 (Main Street)	North Yorkshire Council	U1724 (Overton Road)	North Yorkshire Council/City of York Council	U1724 (Stripe Lane)	City of York Council	Common Croft Lane	D
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City of York Council	Common Croft Lane																				

North Yorkshire Council	U3396 (Church Lane)
North Yorkshire Council	U3397 (Red House Lane)
North Yorkshire Council	A59 (Roman Road)
North Yorkshire Council	C283 (Marston Lane)
North Yorkshire Council	C283 (Atterwith Lane)
North Yorkshire Council	C273 (Tockwith Road)
North Yorkshire Council	B1224 (Weatherby Road)
North Yorkshire Council	U737 (Healough Lane)
North Yorkshire Council	C268 (Wighill Lane)
North Yorkshire Council	C288 (Wighill Lane)
North Yorkshire Council	A659 (Kelcbar Hill)
North Yorkshire Council	A659 (Roman Road)
North Yorkshire Council	C305 (Garnet Lane)
North Yorkshire Council	A659/A64 West Bound On Slip Road
North Yorkshire Council	B1217
North Yorkshire Council	U785 (Coldhill Lane)
North Yorkshire Council	C311 (Coldhill Lane)
North Yorkshire Council	U1092 (Laith Staid Lane)
North Yorkshire Council	B1222
North Yorkshire Council	C320 (Whitecote Lane)
North Yorkshire Council	U1288 (Westfield Lane)
North Yorkshire Council	A63
North Yorkshire Council	U1038 (Rawfield Lane)

144.	Schedule 10(2), Modification of Compensation and Compulsory Purchase Enactments for Creation of New Rights	N/A	Updated throughout for consistency of approach to footnotes.	2.—(1) Without limitation on the scope of paragraph 1, the Land Compensation Act 1973(79a)has effect subject to the modifications set out in sub-paragraphs (2) and (3).	D
145.	Schedule 10(3), Modification of Compensation and Compulsory Purchase Enactments for Creation of New Rights	N/A	Updated throughout for consistency of approach to footnotes.	(3) For section 58(1)(80b) (determination of material detriment where part of house etc. proposed for compulsory acquisition), as it applies to determinations under section 8 of the 1965 Act as substituted by paragraph 5 of this Schedule, substitute—	D

146.	Schedule 10(5), Modification of Compensation and Compulsory Purchase Enactments for Creation of New Rights	N/A	Updated throughout for consistency of approach to footnotes.	<p>5. For section 8 of the 1965 Act (provisions as to divided land) substitute—</p> <p>“8.—(1) Where in consequence of the service on a person under section 5 of this Act of a notice to treat in respect of a right over land consisting of a house, building or manufactory or of a park or garden belonging to a house (“the relevant land”)—</p> <p>(a) a question of disputed compensation in respect of the purchase of the right or the imposition of the restrictive covenant would apart from this section fall to be determined by the tribunal; and</p> <p>(b) before the tribunal has determined that question the tribunal is satisfied that the person has an interest in the whole of the relevant land and is able and willing to sell that land and—</p> <p>(i) where that land consists of a house, building or manufactory, that the right cannot be purchased or the restrictive covenant imposed without material detriment to that land; or</p> <p>(ii) where that land consists of such a park or garden, that the right cannot be purchased or the restrictive covenant imposed without seriously affecting the amenity or convenience of the house to which that land belongs,</p> <p>the National Grid (Yorkshire Green Energy Enablement Project) Development Consent Order 20[XX](81a) (“the Order”) ceases, in relation to that person, to authorise the purchase of the right or imposition of a restriction and is deemed to authorise the purchase of that person’s interest in the whole of the relevant land including, where the land consists of such a park or garden, the house to which it belongs, and the notice is deemed to have been served in respect of that interest on such date as the tribunal directs.</p>	D
147.	Schedule 10(7), Modification of Compensation and Compulsory Purchase Enactments for Creation of	N/A	Updated throughout for consistency of approach to footnotes.	<p>7. Section 11(82a) of the 1965 Act (powers of entry) 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 restriction, 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 12(83b) (penalty for unauthorised entry) and 13(84c) (entry on warrant in the event of obstruction) of the 1965 Act are modified correspondingly.</p>	D

New
Rights

148.	Schedule 10(8), Modification of Compensation and Compulsory Purchase Enactments for Creation of New Rights	N/A	Updated throughout for consistency of approach to footnotes.	8. Section 20(85d) of the 1965 Act (protection for interests of tenants at will, etc.) applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right or the enforcement of the restrictive covenant in question.	D
149.	Schedule 15, Protective Provisions - Part 1	N/A	Updated throughout for consistency of approach to footnotes.	2. In this Part of this Schedule— “alternative apparatus” means alternative apparatus adequate to enable the relevant statutory undertaker to fulfil its statutory functions in a manner not less efficient than previously; “apparatus” means— (a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the 1989 Act(86a)), belonging to or maintained by that electricity undertaker for the purposes of electricity supply; (b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by that gas undertaker for the purposes of gas supply;	D

				<p>(c) in the case of a water undertaker, mains, pipes or other water apparatus belonging to or maintained by that water undertaker for the purposes of water supply; and</p> <p>(d) in the case of a sewerage undertaker—</p> <p>(i) any drain or works vested in that undertaker under the Water Industry Act 1991(87b); and</p> <p>(ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) (adoption of sewers and disposal works) of that Act or an agreement to adopt made under section 104 (agreements to adopt sewer, drain or sewage disposal works, at future date) of that Act, and includes a sludge main, disposal main (within the meaning of section 219 (general interpretation) of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works, and in each case includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus; “functions” includes powers and duties;</p> <p>“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land;</p> <p>“relevant statutory undertaker” means, in relation to any apparatus, the statutory undertaker that owns the apparatus or is responsible for its maintenance; and</p> <p>“statutory undertaker” means—</p> <p>(a) any licence holder within the meaning of Part 1 of the 1989 Act;</p> <p>(b) a gas transporter within the meaning of Part 1 of the Gas Act 1986(88c)—;</p>	
150.	Schedule 15, Protective Provisions - Part 2	N/A	Updated throughout for consistency of approach to footnotes.	<p>7.—(1) For the protection of any operator, the following provisions, unless otherwise agreed in writing between the undertaker and the operator, have effect.</p> <p>(2) In this Part of this Schedule—</p> <p>“conduit system” has the same meaning as in the electronic communications code and references to providing a conduit system are to be construed in accordance with paragraph 1(3A) of that code;</p> <p>“electronic communications apparatus” has the same meaning as in the electronic communications code;</p> <p>“the electronic communications code” has the same meaning as in Chapter 1 of Part 2 of the Communications Act 2003(89a);</p>	D

“electronic communications code network” means—

(a) so much of an electronic communications network or conduit system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 (application of the electronic communications code) of the Communications Act 2003; and

(b) an electronic communications network which the Secretary of State is providing or proposing to provide;

“electronic communications code operator” means a person in whose case the electronic communications code is applied by a direction under section 106 (application of the electronic communications code) of the Communications Act 2003; and;

“operator” means the operator of an electronic communications code network.

8. The exercise of the powers of article 40 (statutory undertakers) are subject to paragraph 23 of Schedule 2 (the telecommunications code) to the Telecommunications Act 1984(~~90b~~).

151.	Schedule 15, Protective Provisions - Part 3	N/A	Updated in line with finalised negotiations with the Canal & River Trust.	<p>12.—(1) For the protection of CRTthe Trust the following provisions of this part of this Schedule will have effect, unless otherwise agreed in writing between the undertaker and CRTthe Trust have effect in relation to the removal, installation and maintenance of the overhead electric lines comprised in Work No. 6 (XC and XCP overhead electric lines, and XC overhead electric line) of Schedule 1 (authorised development) and any associated development in connection with it.</p> <p>(2) In this part of this Schedule—</p> <p>“Code of Practice” means the Code of Practice for Works Affecting the Canal and River Trust (April 2023) or any updates or amendments thereto (provided any such updates or amendments do not adversely impact the ability of the undertaker to construct and maintain Work No.6 (XC and XCP overhead electric lines, and XC overhead electric line) of Schedule 1 (authorised development) and any associated development in connection with it);</p> <p>“CRT“the Trust”” means the Canal & River Trust;</p> <p>“CRT’s the Trust’s network”” meansCRT’s the Trust’s network of waterways;</p> <p>“detriment” means any damage to the waterway or any other property of the Trust caused by the presence of Work No. 6 (XC and XCP overhead electric lines, and XC overhead electric line) of Schedule 1 (authorised development) and any associated development in connection with it and, without prejudice to the generality of that meaning, includes—</p>	D
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(a) any obstruction of, or interference with, or hindrance or danger to, navigation or to any use of the waterway (including towing paths);

(b) the erosion of the bed or banks of the waterway, or the impairment of the stability of any works, lands or premises forming part of the waterway;

(c) the deposit of materials or the siltation of the waterway so as to damage the waterway;

(d) the pollution of the waterway;

(e) any interference with the exercise by any person of rights over the Trust's network;

“the engineer” means an engineer appointed by ~~CRT~~the Trust for the purpose in question;

~~“specified work” means so much of consented works as are situated upon, across, under, or over, or may in any way affect the waterway.~~

“plans” includes navigational risk assessments, plans, sections, designs, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction) and programmes;

“practical completion” means practical completion of all of the specified work notwithstanding that items which would ordinarily be considered snagging items remain outstanding, and the expression “practically complete” and “practically completed” is to be construed accordingly;

“specified work” means so much of Work No. 6 (XC and XCP overhead electric lines, and XC overhead electric line) of Schedule 1 (authorised development) and any associated development in connection with it as is, may be, or takes place in, on, under or over the surface of land below the water level forming part of the waterway; or may affect the waterway or any function of the Trust, including any projection over the waterway by any authorised work or any plant or machinery;

“the waterway” means each and every part of the River Ouse, and includes any works, lands or premises belonging to ~~CRT~~the Trust, or under its management or control, and held or used by ~~CRT~~the Trust in connection with that river.

~~13.—(3) The undertaker must give CRT at least 28 days’ written notice of any intention to exercise the powers conferred by this Order to obstruct or interfere with navigation rights, pedestrian or vehicular access to the waterway, discharge water into the waterway or in any way interfere with the supply of water to or the drainage of water from the waterway, use any bank of the waterway or undertake any works within 8 metres of the waterway.~~

~~(1) CRT may reply to the notice requesting conditions (acting reasonably).~~

~~(2) If within 14 days, no reply is given to the notification under sub-paragraph (1), CRT is deemed to have accepted the notice as submitted.~~

~~14.—(4) Any specified works must, when commenced, be constructed—~~

~~(5) (3) The Code of Practice applies to any specified work and where there is an inconsistency between these protective provisions and the Code of Practice, the part of the Code of Practice that is inconsistent with these protective provisions does not apply and these protective provisions apply.~~

Notice to be given prior to specified works

13.—(1) Unless 28 days' prior written notice is given by the undertaker to the Trust (or such other period as is agreed in writing between the undertaker and the Trust), the undertaker will not construct or, to the extent that it would affect the waterway or any function of the Trust, maintain any specified work between—

(a) 10pm and 6am during the months April to October; or

(b) 7pm and 7am during the months November to March.

(2) The undertaker will not construct or, to the extent that it would affect the waterway or any function of the Trust, maintain any specified work outside of the timescales provided for within

subparagraphs (1)(a) and (1)(b) unless otherwise agreed in writing between the undertaker and the Trust.

(3) Paragraphs (1) and (2) will not apply in the case of emergency, in which case no prior written notice is required and immediate access must be afforded by the Trust.

Fencing

14. Where so required by the engineer the undertaker must, to the reasonable satisfaction of the engineer, fence off a specified work or take such other steps as the engineer may require to be taken for the purpose of separating a specified work from the waterway, whether on a temporary or permanent basis or both.

Survey of waterway

15.—(1) Before the initial construction or, to the extent that it would affect the waterway or any function of the Trust, maintenance of any part of the specified work and again

following practical completion of the specified work the undertaker must bear the reasonable and proper cost of the carrying out by a qualified engineer (the “surveyor”), to be approved by the Trust and the undertaker (such approval not to be unreasonably withheld), of a survey (“the survey”) of so much of the waterway and of any land and existing works of the undertaker which may provide support for the waterway as will or may be affected by the specified work.

(2) For the purposes of the survey the undertaker must—

(a) on being given reasonable notice (save in case of emergency, when immediate access must be afforded) afford reasonable facilities to the surveyor for access to the site of the specified work and to any land and existing works of the undertaker which may provide support for the waterway as will or may be affected by the specified work; and

(b) supply the surveyor as soon as reasonably practicable with all such information as he may reasonably require and which the undertaker holds with regard to such existing works of the undertaker and to the specified work or the method of their construction.

(3) Copies of the survey must be provided to both the Trust and the undertaker at no cost to the Trust.

(4) The surveyor must undertake the survey required under sub-paragraph (1) in a timely manner so as to cause no unreasonable delay to the initial construction or, to the extent that it would affect the waterway or any function of the Trust, maintenance of any part of the specified work.

Approval of plans etc.

16.—(1) The undertaker must before the initial construction or, to the extent that it would affect the waterway or any function of the Trust, commencement of maintenance of any specified work including any temporary works supply to the Trust proper and sufficient plans of that work having regard to the Trust’s Code of Practice and such further particulars available to it as the Trust may within 14 days of the submission of the plans reasonably require for the approval of the engineer and must not commence such construction or, to the extent that it would affect the waterway or any function of the Trust, maintenance of a specified work until plans of that work have been approved in writing by the engineer or settled by arbitration.

(2) Subject to sub-paragraph (3), an application for approval under this paragraph is deemed to have been approved if it is neither given nor refused within 28 days of the specified day.

(3) An approval of the engineer under this paragraph is not deemed to have been unreasonably withheld if approval within the time specified by sub-paragraph (2) has not been given pending the outcome of any consultation on the approval in question that the Trust is obliged to carry out in the proper exercise of its functions.

(4) In this paragraph “the specified day” means, in relation to any specified works:

(a) the day on which plans and sections of that work are submitted to the Trust under subparagraph (1); or

(b) the day on which the undertaker provides the Trust with all further particulars of the work that have been requested by the Trust under that sub-paragraph, whichever is the later.

Failure to complete specified works

17. In the event that the undertaker fails to complete the construction of, or part of, the specified work by the end of the construction period for the stage within which the specified work is included the Trust may, if it is reasonably required in order to avoid detriment, serve on the undertaker a notice in writing requesting that the specified work be completed. Any notice served under this sub-paragraph must state the works that are to be completed by the undertaker and lay out a reasonable timetable for the works’ completion. The undertaker must complete the specified work as soon as reasonably practicable following receipt of any such notice. If the undertaker fails to comply with this notice within 35 days, the Trust may, so far as it is capable, construct any of the specified works, or part of such works, (together with any adjoining works), except for Work No. 6 (XC and XCP overhead electric lines, and XC overhead electric line) of Schedule 1 (authorised development), in order to complete the specified work, or part of them, and the undertaker must reimburse the Trust all costs, fees, charges and expenses it has reasonably incurred in carrying out such works.

Lighting

18. The undertaker must provide and maintain at its own expense in the vicinity of the specified work such temporary lighting and such signal lights for the control of navigation as the engineer may reasonably require during the construction or, to the extent that it would affect the waterway or any function of the Trust, maintenance of the specified work.

Construction of specified works

19.—(1) Any specified work must, be constructed and maintained—

(a) with all reasonable dispatch in accordance with any such plans approved or deemed to have been approved or settled as aforesaid ~~and with any specifications made under paragraph 6 of this Part;~~

(b) under the supervision (if given ~~and provided by way of advanced notice of not less than 14 days~~) and to the reasonable satisfaction of the engineer;

(c) in such manner as to cause as little detriment as is reasonably practicable; ~~and~~

(d) in such manner as to cause as little inconvenience as is reasonably practicable to ~~CRT~~the Trust, its officers and agents and all other persons lawfully using the waterways, except to the extent that ~~any~~ temporary obstruction ~~has or restriction or diversion of the rights of navigation have~~ otherwise been agreed by ~~CRT~~.the Trust or are permitted under this Part;

(e) in such a manner as to ensure that no materials are discharged or deposited into the waterway under this Order otherwise than in accordance with article 19 (discharge of water); and

(f) in compliance with the Code of Practice.

(2) Nothing in this Order authorises the undertaker to make or maintain any permanent works in or over the waterway so as to impede or prevent (whether by reducing the width of the waterway or otherwise) the passage of any vessel which is of a kind (as to its dimensions) for which ~~CRT~~ the Trust is required by section 105(1)(b) and (2) (maintenance of waterways) of the Transport Act 1968 to maintain the waterway. ~~For the avoidance of doubt, CRT acknowledges that Work No. 6 (XC and XCP overhead electric lines, and XC overhead electric line) of Schedule 1 (authorised development) would not impede or prevent the passage of any such vessel on the waterway.~~

(3) Following the completion of the construction ~~and, to the extent that it would affect the waterway or any function of the Trust, any maintenance~~ of the specified ~~works~~ work the undertaker must restore the waterway, save in respect of the retention of the new permanent overhead line comprised in Work No. 6 (XC and XCP overhead electric lines, and XC overhead electric line) of Schedule 1 (authorised development), to a condition no less satisfactory than its condition immediately prior to ~~the commencement of those works~~ construction or maintenance of that work, unless otherwise agreed between the undertaker and ~~CRT~~.the Trust.

(4) In assessing whether the condition of the waterway is no less satisfactory than its condition immediately prior to the works pursuant to sub-paragraph (3), the Trust and the undertaker must take account of any survey issued pursuant to paragraph 15 and any other information agreed between them pursuant to this Part.

Access to work – provision of information

20.—(1) The undertaker on being given reasonable notice must—

(a) at all reasonable times allow reasonable facilities to the engineer for access to a specified work during its construction and, to the extent that it would affect the waterway or any function of the Trust, maintenance; and

(b) supply the engineer with all such information as the engineer may reasonably require with regard to a specified work or the method of constructing and maintaining it.

(2) The Trust on being given reasonable notice must supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them and the undertaker must reimburse the Trust’s reasonable costs in relation to the supply of such information.

Maintenance of works

21. If at any time after the completion of a specified work, not being a work vested in the Trust, the Trust gives notice to the undertaker informing it that it reasonably considers that the state of maintenance of the work appears to be such that the work is causing or likely to cause detriment, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put the work in such state of maintenance as not to cause such detriment.

Repayment of the Trust’s fees, etc.

22.—(1) The undertaker must repay to the Trust in accordance with the Code of Practice all fees, costs, charges and expenses reasonably incurred by the Trust—

(a) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction or, to the extent that it would affect the waterway or any function of the Trust, maintenance of a specified work;

(b) in respect of the employment during the construction or, to the extent that it would affect the waterway or any function of the Trust, maintenance of the specified work of any

inspectors, watchmen and other persons whom it is reasonably necessary to appoint for inspecting, watching and lighting any waterway and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of the specified work;

(c) in bringing the specified work to the notice of users of the Trust’s network; and

(d) in constructing and/or carrying out any measures as a result of any specified work which are reasonably required by the Trust to ensure the safe navigation of the waterway save that nothing is to require the Trust to construct and/or carry out any measures.

(2) If the Trust considers that a fee, charge, cost or expense will be payable by the undertaker pursuant to sub-paragraph (1), the Trust will first provide an estimate of that fee, charge, cost or expense and supporting information in relation to the estimate to the undertaker along with a proposed timescale for payment for consideration and the undertaker may, within a period of twenty-one days—

(a) provide confirmation to the Trust that the estimate is agreed and pay to the Trust, by the date stipulated, that fee, charge, cost or expense; or

(b) provide confirmation to the Trust that the estimate is not accepted along with a revised estimate and a proposal as to how or why the undertaker considers that the estimate can be reduced and or paid at a later date.

(3) The Trust must take in to account any representations made by the undertaker in accordance with this paragraph 22 and must, within twenty-one days of receipt of the information pursuant to sub-paragraph (1), confirm the amount of the fee, charge, cost or expense to be paid by the undertaker (if any) and the date by which this is to be paid.

(4) any dispute as to the fee, charge, cost or expense specified by the Trust pursuant to subparagraph (3) will be settled by arbitration in accordance with article 53 (arbitration) of this Order.

Making good of detriment; compensation and indemnity, etc.

23.—(1) If any detriment is caused by the construction or failure of the specified work if carried out by the undertaker, the undertaker (if so required by the Trust) must make good such detriment and must pay to the Trust all reasonable and proper expenses incurred by the Trust, and compensation for any loss sustained by the Trust in making good or otherwise by reason of the detriment.

(2) The undertaker must be responsible for and make good to the Trust all costs, charges,

damages, expenses and losses not otherwise provided for in this Part which may be occasioned to and reasonably incurred by the Trust—

(a) by reason of the construction or, to the extent that it would affect the waterway or any function of the Trust, maintenance of a specified work or the failure of such a work; or

(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 or, to the extent that it would affect the waterway or any function of the Trust, maintenance of a specified work;

and subject to sub-paragraph (4) the undertaker must effectively indemnify and hold harmless the Trust from and against all claims and demands arising out of or in connection with any of the matters referred to in subparagraphs (a) and (b) (provided that the Trust is not entitled to recover from the undertaker any consequential losses which are not reasonably foreseeable) subject to a maximum sum of £10 million (ten million pounds).

~~15. — 15. If by reason of any specified work, or of the failure of any such work, the efficiency of any pedestrian or vehicular access to the waterway or the integrity of the waterway is impaired or damaged, such impairment or damage must be made good by the undertaker to the reasonable satisfaction of CRT; and if the undertaker fails to do so within such reasonable period as CRT may require by notice in writing to the undertaker, CRT may make good such impairment or damage and recover from the undertaker the expense reasonably incurred by it in so doing.~~

(3) ~~(1)~~ Nothing in sub-paragraph ~~(12)~~ imposes any liability on the undertaker with respect to any ~~impairment or detriment~~, damage, loss or interruption to the extent that it is attributable to the act, neglect or default of ~~CRT~~ the Trust, its officers, servants, contractors or agents.

(4) The Trust must give the undertaker reasonable notice of any such claim or demand as aforesaid and no settlement or compromise of such a claim or demand is to be made without the prior consent of the undertaker.

Arbitration

~~24.16. Unless otherwise agreed, any dispute or~~ Any difference arising between ~~CRT the undertaker and the 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 53 (arbitration) of this Order.

As built drawings

25. As soon as reasonably practicable following the completion of the construction of the authorised development, the undertaker must provide to the Trust as built drawings of any specified work to show the position of that work in relation to the waterway.

152.	Schedule 15, Protective Provisions - Part 4	N/A	Updated in line with continued negotiations with the Network Rail Infrastructure Limited.	<p>26.17. The provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 39 of this Part of this Schedule any other person on whom rights or obligations are conferred by that paragraph.</p> <p>27.18. In this Part—Part of this Schedule—</p> <p>“asset protection agreement” means an agreement to regulate the construction and maintenance of the specified work in a form reasonably prescribed from time to time by Network Rail;</p> <p>“construction” includes execution, placing, alteration and reconstruction and “construct” and “constructed” have corresponding meanings;</p> <p>“the engineer” means an engineer appointed by Network Rail for the purposes of this Order;</p> <p>“network licence” means the network licence, as as the same is amended from time to time, granted to Network Rail Infrastructure Limited by the Secretary of State in exercise of the their powers in under section 8 (licences) of the Railways Act 1993(91);</p> <p>“Network Rail” means Network Rail Infrastructure Limited (registered company number 290458702904587, whose registered office is at Waterloo General Office, London SE1 8SW) and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes; and for the purpose of this definition “associated company” means any company which is (within the meaning of section 1159 of the Companies Act 2006(92)) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited and any successor to Network Rail Infrastructure Limited’s railway undertaking;</p> <p>“plans” includes sections, designs, design data, software, drawings, specifications, 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 railway property;</p> <p>“railway operational procedures” means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;</p> <p>“railway property” means—means any railway belonging to Network Rail; and—</p> <p>(a) (b) any station, land, works, apparatus and equipment belonging to Network Rail and or connected with any such railway; and</p>	D
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(b) ~~(e)~~ any easement or other property interest held or used by Network Rail or a tenant or licensee of Network Rail for the purposes of such railway or works, apparatus or equipment;

“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 39 (temporary use of land for maintaining the authorised development) in respect of such works.

28.19.—(1) Where under this Part of this Schedule Network Rail is required to give its consent or approval in respect of any matter, that consent or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute.

(2) In so far as any specified work or the acquisition or use of railway property is or may be subject to railway operational procedures, Network Rail must—

(a) co-operate with the undertaker in good faith with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and

(b) use ~~its~~ their reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised development pursuant to this Order.

(3) The undertaker must enter into an asset protection agreement prior to the carrying out of any specified work.

29.20.—(1) The undertaker must before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work must not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration under article 53 (arbitration).

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld, and if by the end of the period of ~~28-21~~ days beginning with the date on which ~~the~~ such plans have been supplied to Network Rail the engineer has not intimated their disapproval together with the grounds of any such disapproval of those plans and the grounds of such disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval with a further period of 14 days beginning with the date upon which the engineer receives written notice from the

undertaker. If by the expiry of the further 14 days the engineer has not intimated approval or disapproval, the engineer is deemed to have approved the plans as submitted.

(3) If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it (together with any adjoining part of the specified work which the undertaker reasonably requires to be constructed in one operation with that work) without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker.

(4) ~~(2)~~ When signifying approval of the plans, the engineer may specify any protective works (whether temporary or permanent) which in the opinion of the engineer must be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using ~~them~~ the same (including any relocation, decommissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified work), and such protective works as may be reasonably necessary for those purposes ~~are to~~ must be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out at the expense of the undertaker in either case with all reasonable dispatch, and the undertaker must not commence the construction of the specified ~~work-works~~ until the engineer has notified the undertaker that the protective works have been completed to ~~the engineer's~~ their reasonable satisfaction.

30.21.—(1) Any specified work and any protective works to be constructed by virtue of Paragraph ~~29 20~~(~~35~~(4) must, when commenced, be constructed—

- (a) ~~with all reasonable dispatch~~ without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph ~~29 20~~;
 - (b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;
 - (c) in such manner as to cause as little damage as is possible to ~~operational~~ railway property; and
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(d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail ~~or~~ of the traffic thereon and the use by passengers of railway property.

(2) If any damage to railway property or any such interference or obstruction is caused by the carrying out of, or in consequence of the construction of a specified work, the undertaker must, notwithstanding any such approval, make good such damage **and must pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any foreseeable loss which it may sustain by reason of any such damage, interference or obstruction.**

31.22. The undertaker must—

(a) at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and

(b) supply the engineer with all such information as the engineer may reasonably require with regard to a specified work or the method of constructing it.

32.23. Network Rail must at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by Network Rail under this Part during their construction and must supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

33.—(1) If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction or completion of a specified work in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker 56 days' notice (or in the event of an emergency or safety critical issue such notice as is reasonable in the circumstances) of its intention to carry out such alterations or additions (which must be specified in the notice) and the undertaker gives their consent (such consent not to be unreasonably withheld or delayed) that such alterations and additions are reasonably necessary in consequence of the construction or completion of a specified work, the undertaker must pay to Network Rail the reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work which in the opinion of the engineer is endangering the stability of railway

property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed, Network Rail must assume construction of that part of the specified work and the undertaker must, notwithstanding any such approval of a specified work under paragraph 29(3), pay to Network Rail all reasonable and proper expenses to which Network Rail may be put and compensation for any loss which it suffers by reason of the execution by Network Rail of that specified work.

(3) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 34(a) provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

(4) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving must be set off against any sum payable by the undertaker to Network Rail under this paragraph.

34.24. The undertaker must repay to Network Rail all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail—

(a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 29(3) or in constructing any protective works under the provisions of paragraph 29(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;

(b) ~~(a)~~ in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work;

(c) ~~(b)~~ in respect of the employment or procurement of the services of any inspectors, signallers, ~~guards watch-persons~~ and other persons whom it is reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work;

(d) ~~(c)~~ in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, need to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and

(e) ~~(d)~~ in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in

consequence of the construction or failure of a specified work;

Provided That any costs incurred ~~by arising from an~~ act or omission of Network Rail, will not be paid by ~~National Grid~~ the undertaker.

~~35.25.~~—(1) In this paragraph—

“EMI” means, subject to sub-paragraph (2), electromagnetic interference with Network Rail apparatus generated by the operation of the authorised development where such interference is of a level which adversely affects the safe operation of Network Rail’s apparatus; and

“Network Rail’s apparatus” means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised development) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications ~~existing at the date of the Order.~~

(2) This paragraph 35 applies to EMI only to the extent that ~~the~~ such EMI is not attributable to any change to Network Rail’s apparatus carried out after approval of plans under paragraph ~~2920(15(1))~~ for the relevant part of the authorised development giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(3) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take all measures necessary to prevent EMI and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(4) In order to facilitate the undertaker’s compliance with sub-paragraph ~~(3)~~—

(a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail’s apparatus which may be at risk of EMI, and thereafter continue to consult with Network Rail (both before and after formal submission of plans under paragraph ~~2920(15(1))~~) in order to identify all potential causes of EMI and the measures required to eliminate them;

(b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail’s apparatus identified pursuant to sub-paragraph (a); and

(c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail’s apparatus identified pursuant to sub-paragraph (a).

(5) In any case where it is established that EMI can ~~only~~ reasonably be prevented ~~only~~ by modifications to Network Rail’s apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail’s apparatus, but Network Rail may, in its reasonable discretion, select the means of prevention and the method of their execution, and in relation to such modifications paragraph ~~29 20(15)~~(1) has effect subject to this sub-paragraph.

(6) If at any time prior to the commencement of ~~regular revenue earning operations~~ ~~comprised in operation~~ of the authorised development and notwithstanding any measures adopted pursuant to sub-paragraph (3), the testing ~~or commissioning~~ of the authorised development causes EMI, then

the undertaker must immediately upon receipt of notification by Network Rail of ~~the such~~ EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) the undertaker’s apparatus causing ~~the such~~ EMI until all measures necessary have been taken to remedy ~~the such~~ EMI by way of modification to the source of ~~the such~~ EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to Network Rail’s apparatus.

(7) In the event of EMI having occurred—

(a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker’s apparatus in the investigation of ~~the such~~ EMI;

(b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail’s apparatus in the investigation of ~~the such~~ EMI; and

(c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail’s apparatus or ~~the such~~ EMI.

(8) Where Network Rail approves modifications to Network Rail’s apparatus pursuant to ~~subparagraph~~ ~~sub-paragraphs~~ (5) or (6)—

(a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail’s apparatus;

(b) ~~any~~ Any modifications to Network Rail’s apparatus approved pursuant to those subparagraphs must be carried out and completed by the undertaker in accordance with ~~subparagraph (6)-~~paragraph 30.

(9) For the purpose of paragraph 34(a) any modifications to Network Rail’s apparatus under this paragraph shall be deemed to be protective works referred to in that paragraph.

(10) ~~(8)~~In relation to any dispute arising under this paragraph, the reference in article 53 (arbitration) to the Secretary of State ~~must~~ shall be read as a reference to the President of the Institution of Engineering and Technology.

36.26. If at any time after the completion of a specified work, not being a work vested in Network Rail, Network Rail gives notice to the undertaker informing it that the state of maintenance of any part of the specified work appears to be such as adversely affects the operation of railway property, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as not adversely to affect railway property.

37.27. The undertaker must not provide any illumination or illuminated sign or signal on or in connection with a specified work in the vicinity of any railway belonging to Network Rail unless it has first consulted Network Rail, and it must comply with Network Rail's reasonable requirements for preventing confusion between such illumination or illuminated sign or signal and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.

38. Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work must, provided that 56 days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be repaid by the undertaker to Network Rail upon the receipt of a VAT invoice.

39.28.—(1) The undertaker must pay to Network Rail all reasonable and proper costs, charges, damages and expenses not otherwise provided for in this Part ~~(but of this Schedule~~ (subject to the provisions of this paragraph) which may be occasioned to or reasonably incurred by Network Rail by reason of—

(a) the construction-~~or~~ , maintenance or operation of a specified work or the failure of such a work; or

(b) any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work-;

and the undertaker must indemnify and keep indemnified Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission: and the fact that any act or thing may have been done by Network

Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer's supervision shall not (if it was done without negligence on the part of Network Rail or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(2) Network Rail must—

(a) give the undertaker **reasonable** written notice of any such sums referred to in subparagraph (1) as soon as reasonably possible after Network Rail become aware of the same;

(b) not make any payment without the prior consent of the undertaker;

(c) take all reasonable steps to mitigate any liabilities; and

(d) keep the undertaker informed and have regard to the undertaker's representations in relation to any such sums referred to in sub-paragraph (1).

(3) In no circumstances is the undertaker liable to Network Rail under sub-paragraph (1) for any indirect or consequential loss or loss of profits, save that the sums payable by the undertaker under that sub-paragraph **shall if relevant** include a sum equivalent to the relevant costs in circumstances where—

(a) Network Rail is liable to make payment of the relevant costs pursuant to the terms of an agreement between Network Rail and a train operator; and

(b) ~~the~~**The** existence of that agreement and the extent of Network Rail's liability to make payment of the relevant costs pursuant to its terms has previously been disclosed in writing to the undertaker, but not otherwise.

(4) Nothing in sub-paragraph (1) shall impose any liability on the undertaker in respect of any damage or interruption to the extent that it is attributable to the neglect or default of Network Rail, its officers, servants, contractors or agents.

(5) ~~(4)~~Subject to the terms of any agreement between Network Rail and a train operator regarding the amount, timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph ~~(4)~~3 which relates to the relevant costs of that train operator.

~~(6)~~ ~~(5)~~ The obligation under sub-paragraph ~~(43)~~ to pay Network Rail the relevant costs is, in the event of default, enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph ~~(54)~~.

~~(7)~~ ~~(6)~~ In this paragraph—

“the relevant costs” means the costs, direct losses and expenses (including loss of revenue) reasonably incurred by a train operator as a consequence of **any specified work including but not limited to** any restriction of the use of Network Rail's railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in ~~sub-paragraph-subparagraph~~ **(1)**; and

“train operator” means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.

~~40.29.~~ Network Rail must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Part **of this Schedule (including the amount of the relevant costs mentioned in paragraph 39) and** with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made pursuant to this Part **of this Schedule (including any claim relating to those relevant costs)**.

~~41.30.~~ In the assessment of any sums payable to Network Rail under this Part, ~~no account there~~ must **not** be taken ~~of~~ **into account** any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by Network Rail if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Part or increasing the sums so payable.

~~42.31.~~ The undertaker and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer to the undertaker of—

- (a) any railway property shown on the works ~~Plan~~ **plan** and land ~~Plan~~ **plan** and described in the book of reference;
 - (b) any lands, works or other property held in connection with any such railway property; and
 - (c) any rights and obligations (whether or not statutory) of Network Rail relating to any railway property or any lands, works or other property referred to in this paragraph.
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~~43.32.~~ Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part ~~4~~ I of the Railways Act 1993.

~~44.~~ The undertaker must give written notice to Network Rail if any application is proposed to be made by the undertaker for the Secretary of State's consent, under article 7 (consent to transfer benefit of the Order) of this Order and any such notice must be given no later than 14 days before any such application is made and must describe or give (as appropriate)—

(a) the nature of the application to be made;

(b) the extent of the geographical area to which the application relates; and

(c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

~~45.33.~~ The undertaker must no later than 28 days from the date that the plans submitted to and certified by the Secretary of State in accordance with article ~~48~~ 50 (certification of plans etc.) are certified by the Secretary of State, provide a set of those plans to Network Rail in ~~the form of a computer disc with read-only memory~~ an electronic format specified by Network Rail.

153. Schedule 15, Protective Provisions - Part 5

N/A

Updated in line with finalised negotiations with Northern Powergrid.

FOR THE PROTECTION OF NORTHERN POWERGRID

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~~46.~~ For the protection of Northern Powergrid the following provisions have effect, unless otherwise agreed in writing between the undertaker and Northern Powergrid.

~~47.~~ In this Part of this Schedule—

“1991 Act” means the New Roads and Street Works Act 1991;

“alternative apparatus” means alternative apparatus adequate to enable Northern Powergrid to fulfil its statutory functions in a manner not less efficient than previously;

“apparatus” means existing electric lines or electrical plant (as defined in the Electricity Act 1989), belonging to or maintained by Northern Powergrid within the Order limits and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“authorised works” means so much of the works authorised by this Order, which do not form NPG Works or NGN Works which affect existing Northern Powergrid’s apparatus within the Order limits; “functions” includes powers and duties;

“in”, in a context referring to apparatus or alternative apparatus in land, includes a reference to apparatus or alternative apparatus under, over or upon land;

“plan” includes all designs, drawings, specifications, method statements, programmes, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe the works to be executed and shall include measures proposed by the undertaker to ensure the grant of sufficient land or rights in land necessary to mitigate the impacts of the works on Northern Powergrid’s undertaking; and

“Northern Powergrid” means Northern Powergrid (Yorkshire) PLC (Company Number 04112320) whose registered address is Lloyds Court, 78 Grey Street, Newcastle upon Tyne NE1 6AF.

48. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and Northern Powergrid are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act.

49. Regardless of any provision in this Order or anything shown on the land plans, or contained in the book of reference, the undertaker shall not acquire any apparatus, or override any easement or other interest of Northern Powergrid otherwise than by agreement with Northern Powergrid, such agreement not to be unreasonably withheld or delayed.

50.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or over which access to any apparatus is enjoyed or requires that Northern Powergrid’s apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of Northern Powergrid to maintain that apparatus in that land and to gain access to it must not be extinguished, until alternative apparatus has been constructed and is in operation, and access to it has been provided pursuant to a completed easement for a tenure no less than exists to the apparatus being relocated or diverted, all to the reasonable satisfaction of Northern Powergrid in accordance with subparagraphs (2) to (7).

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to Northern Powergrid 42 days’ 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 Northern Powergrid reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to Northern Powergrid the necessary facilities and rights for the construction of alternative apparatus in other land

of the undertaker within the Order limits and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, Northern Powergrid must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably practicable and at the cost of the undertaker (subject to prior approval by the undertaker of its estimate of costs of doing so) use reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation shall not extend to the requirement for Northern Powergrid to use its compulsory purchase powers to this end unless:

(a) the undertaker has first used reasonable endeavours to acquire the relevant land, rights and/or interests and provided reasonable evidence of the same to Northern Powergrid in accordance with the measures set out in the plan (in default of agreement, the reasonableness of any such measures to be determined through arbitration under article 53 (arbitration)); and

(b) the undertaker and Northern Powergrid agree (or in default of agreement, it is determined through arbitration under article 53 (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.

(4) Any alternative apparatus to be constructed in land of the undertaker within the order limits under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between Northern Powergrid and the undertaker or in default of agreement settled by arbitration in accordance with article 53.

(5) Northern Powergrid must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 53, and after the grant to Northern Powergrid 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.

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 53 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to Northern Powergrid than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to Northern Powergrid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

52.—(1) Not less than 48 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are within 15m of any above ground apparatus and / or to a depth of between 0.4m below ground level of apparatus (including conducting any activities whether intentionally or unintentionally, through for example ground or machinery collapse, which may affect Northern Powergrid’s apparatus or encroach on safety distances to live equipment) or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 50 (2), the undertaker must submit to Northern Powergrid a plan, section and description of the works to be executed.

(2) Those works must be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by Northern Powergrid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Northern Powergrid is entitled to watch and inspect the execution of those works.

(3) Any requirements made by Northern Powergrid under sub-paragraph (2) must be made within a period of 42 days beginning with the date on which a plan, section and description under sub- paragraph (1) are submitted to it.

(4) If Northern Powergrid in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 46 to 51 apply as if the removal of the apparatus had been required by the undertaker under paragraph (2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 35 days before commencing the execution of any works, a new

plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan, section and description.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to Northern Powergrid 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 sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

53.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to Northern Powergrid all reasonable and proper expenses costs or charges incurred by Northern Powergrid—

(a) in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 50 (2) including:

(i) any costs reasonably incurred or compensation properly paid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation in the event that it is agreed Northern Powergrid elects to use compulsory purchase powers to acquire any necessary rights under paragraph 50 (3) all costs reasonably incurred as a result of such action;

(ii) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;

(iii) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;

(iv) the approval of plans;

(v) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;

(vi) 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

(b) in assessing and preparing a design for its apparatus to address and accommodate the proposals of the undertaker whether or not the undertaker proceeds to implement those

proposals or alternative or none at all,
provided that if it so prefers Northern Powergrid may abandon apparatus that the undertaker does not seek to remove in accordance with paragraph 50 (1) having first decommissioned such apparatus.

(2) There is to 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, that value being calculated after removal and for the avoidance of doubt, if the apparatus removed under the provisions of this Part of this Schedule has nil value, no sum will be deducted from the amount payable under subparagraph (1) if in accordance with the provisions of this Part of this Schedule—

(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

(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

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 53 (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 subparagraph (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.

(3) For the purposes of sub-paragraph (2)—

(a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus where such extension is required in consequence of the execution of any such works as are referred to in paragraph 50(2); and

(b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also

had been agreed or had been so determined.

(4) Where any payment falls due pursuant to paragraph 53 (1), NPG shall:

(i) provide an itemised invoice or reasonable expenses claim to the Undertaker; and
(ii) provide ‘reminder letters’ to the undertaker for payment to be made within the fifty days on the following days after the invoice or reasonable expenses claim to the undertaker:

(aa) 15 days (‘reminder letter 1’)

(bb) 29 days (‘reminder letter 2’)

(cc) 43 days (‘reminder letter 3’)

(iii) commence debt proceedings to recover any unpaid itemised invoice or reasonable expenses claim on the fiftieth day of receipt of the same where payment has not been made.

9.—(1) Subject to sub- paragraphs (2) and (3), if by reason or in consequence of the construction of any of the works referred to in in paragraph 50 (2), or in consequence of the, maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by it) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Schedule or any subsidence resulting from any of these works any damage is caused to any 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 Northern Powergrid, or there is any interruption in any service provided by Northern Powergrid, or Northern Powergrid becomes liable to pay any amount to a third party as a consequence of any default, negligence or omission by the undertaker in carrying out the authorised works, the undertaker must—

(i) bear and pay the cost reasonably incurred by Northern Powergrid in making good such damage or restoring the supply; and

(a) reimburse Northern Powergrid for any other expenses, loss, damages, penalty, proceedings, claims or costs incurred by or recovered from Northern Powergrid, by reason or in consequence of any such damage or interruption or Northern Powergrid becoming liable to any third party.

(5) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of Northern Powergrid, its officers, employees, servants, contractors or agents.

(6) Northern Powergrid 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, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(7) Northern Powergrid must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which this paragraph 53 applies. If requested to do so by the undertaker, Northern Powergrid must provide an explanation of how the claim has been minimised or details to substantiate any cost or compensation claimed pursuant to sub-paragraph (1). The undertaker shall only be liable under this paragraph 53 for claims reasonably incurred by Northern Powergrid.

54. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Northern Powergrid in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

55. Where in consequence of the proposed construction of any of the authorised development, the undertaker or Northern Powergrid requires the removal of apparatus under paragraph 50 or otherwise or Northern Powergrid makes requirements for the protection or alteration of apparatus under paragraph 52, the undertaker shall use its reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the need to ensure the safe and efficient operation of Northern Powergrid's undertaking taking into account the undertaker's desire for the efficient and economic execution of the authorised development and the undertaker and Northern Powergrid shall use reasonable endeavours to co-operate with each other for those purposes.

56. If in consequence of an agreement reached in accordance with paragraph 49 or the powers granted under this Order the access to any apparatus or alternative apparatus is materially obstructed, the undertaker shall provide such alternative means of access to such apparatus or alternative apparatus as will enable Northern Powergrid to maintain or use the said apparatus no less effectively than was possible before such obstruction.

57. The plans submitted to Northern Powergrid by the undertaker pursuant to this Part of the Schedule must be sent to Northern Powergrid at property@northernpowergrid.com or such other address as Northern Powergrid may from time to time appoint instead for that purpose and notify to the undertaker in writing.

				<p>58. Where practicable, the Undertaker and Northern Powergrid will make reasonable efforts to liaise and co-operate in respect of information that is relevant to the safe and efficient construction operation and maintenance of the authorised development. Such liaison shall be carried out where any works are:</p> <p>(a) within 15m of any above ground apparatus and / or</p> <p>(b) are to a depth of between 0 – 4m below ground level of apparatus.</p>
154.	Schedule 15, Protective Provisions, Part 6	N/A	Updated in line with continued negotiations with National Highways Limited	<p>FOR THE PROTECTION OF NATIONAL HIGHWAYS LIMITED</p> <p>Application etc.,</p> <p>59. —(1) The provisions of this Part of this Schedule apply for the protection of National Highways and have effect unless otherwise agreed in writing between the undertaker and National Highways.</p> <p>(2) Except where expressly amended by the Order the operation of the powers and duties of National Highways or the Secretary of State under the 1980 Act, the 1984 Act, the 1991 Act, the Transport Act 2000, or Town and Country Planning (General Permitted Development) (England) Order 2015 which shall continue to apply in respect of the exercise of all National Highways’ statutory functions.</p> <p>Interpretation</p> <p>60.—(1) Where the terms defined in article 2 (<i>interpretation</i>) of this Order are inconsistent with subparagraph (2) the latter prevail.</p> <p>(2) In this Part of this Schedule—</p> <p>“contractor” means any contractor or subcontractor appointed by the undertaker to carry out the specified works;</p> <p>“detailed design information” means such of the following drawings specifications and calculations as are relevant to the development—</p> <p>(f) site clearance details;</p> <p>(g) boundary, environmental and mitigation fencing;</p> <p>(h) drainage and ducting as required by DMRB CD 535 Drainage asset data and risk management and DMRB CS551 Drainage Surveys standards for Highways;</p> <p>(i) traffic signs and road markings;</p>

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- (j) stage 1 and stage 2 road safety audits and exceptions agreed;
 - (k) topographical survey;
 - (l) maintenance and repair strategy in accordance with DMRB GD304 Designing health and safety into maintenance or any replacement or modification of it;
 - (m) health and safety information including any asbestos survey required by GG105 or any successor document; and
 - (n) other such information that may be required by National Highways to be used to inform the detailed design of the specified works;

“DMRB” means the Design Manual for Roads and Bridges or any replacement or modification of it;

“nominated persons” means the undertaker’s representatives or the contractor’s representatives on site during the carrying out of the specified works as notified to National Highways from time to time;

“programme of works” means a document setting out the sequence and timetabling of the specified works;

“road safety audit” means an audit carried out in accordance with the road safety audit standard;

“road safety audit standard” means DMRB Standard HD GG119 or any replacement or modification of it;

“road space booking” means road space bookings in accordance with National Highways’ Asset Management Operational Requirements (AMOR) including Network Occupancy Management System (NOMS) used to manage road space bookings and network occupancy;

“Specification for Highways Works” means the specification for highways works forming part of the manual of contract documents for highway works published by National Highways and setting out the requirements and approvals procedures for work, goods or materials used in the construction, improvement or maintenance of the strategic road network;

“specified works” means so much of any work, including highway works and signalisation, authorised by this Order including any maintenance of that work, as is on, in, under or over the strategic road network for which National Highways is the highway authority;

“strategic road network” means any part of the road network including trunk roads, special roads or streets for which National Highways is the highway authority including drainage infrastructure, street furniture, verges and vegetation and all other land, apparatus and rights located in, on, over or under the highway; and

(3) “utilities” means any pipes wires cables or equipment belonging to any person or body having power or consent to undertake street works under the New Roads and Street Works Act 1991; References to any standards, manuals, contracts, Regulations and Directives including to specific standards forming part of the DMRB are, for the purposes of this Part of this Schedule, to be construed as a reference to the same as amended, substituted or replaced, and with such modifications as are required in those circumstances.

General

61. Notwithstanding the limits of deviation permitted pursuant to article 5 (limits of deviation) of this Order, no works in carrying out, maintaining or diverting the authorised development may be carried out on, under or over the strategic road network at a distance within 4 metres vertically of the lowest point of the ground unless with the consent of National Highways.

62. References to any standards, manuals, contracts, regulations and directives including to specific standards forming part of the DMRB are, for the purposes of this Part of this Schedule, to be construed as a reference to the same as amended, substituted or replaced, and with such modifications as are required in those circumstances.

Works outside the Order limits

63. If the undertaker proposes to carry out works to the strategic road network that are outside of the Order Limits in connection with the authorised development, the undertaker must enter into an agreement with National Highways in respect of the carrying out of those works prior to the commencement of those works.

Construction of the specified works

64.—(1) The undertaker must give National Highways 28 days’ notice in writing of the date on which the specified works will start unless otherwise agreed by National Highways.

(2) For specified works which are in, on or over the strategic road network for which National Highways is the highway authority, the notice referred to in subparagraph (1) must include the following details unless otherwise agreed by National Highways:

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- (a) Evidence that a stage 1 and stage 2 road safety audit has been carried out and all recommendations raised by them or any exceptions are approved by National Highways;
 - (b) the programme of works has been approved by National Highways;
 - (c) the detailed design of the specified works comprising of the following details, insofar as considered relevant by National Highways, has been submitted to and approved by National Highways—
 - (i) the detailed design information, including scaffolding to oversail the strategic road network, incorporating all recommendations and any exceptions approved by National Highways under sub-paragraph (a)
 - (ii) details of the proposed road space bookings;
 - (iii) the identity and suitability of the contractor and nominated persons;
 - (iv) a process for stakeholder liaison, with key stakeholders to be identified and agreed between National Highways and the undertaker;
 - (v) information demonstrating that the walking, cycling and horse riding assessment and review process undertaken by the undertaker in relation to the specified works has been adhered to in accordance with DMRB GG142 – Designing for walking, cycling and horse riding; and
 - (d) where necessary, a scheme of traffic management has been submitted by the undertaker and approved by National Highways such scheme to be capable of amendment by agreement between the undertaker and National Highways from time to time;
- (3) The undertaker must comply with National Highways’ road space booking procedures prior to and during the carrying out of the specified works and no specified works for which a road space booking is required shall commence without a road space booking having first been secured from National Highways.
- (4) The specified works must be carried out by the undertaker to the satisfaction of National Highways in accordance with—
- (a) the relevant detailed design information and programme of works approved pursuant to paragraph 64 (1) above or as subsequently varied by agreement between the undertaker and National Highways;
 - (b) the DMRB, the Manual of Contract Documents for Highway Works, including the Specification for Highway Works, together with all other relevant standards as
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required by National Highways to include, inter alia; all relevant interim advice notes, the Traffic Signs Manual and the Traffic Signs Regulations and General Directions 2016 save to the extent that exceptions from those standards apply which have been approved by National Highways; and

- (c) all aspects of the Construction (Design and Management) Regulations 2015 or any statutory amendment or variation of the same and in particular the undertaker, as client, must ensure that all client duties (as defined in the said regulations) are undertaken to the satisfaction of National Highways.
- (5) The undertaker must permit and must require the contractor to permit at all reasonable times persons authorised by National Highways (whose identity must have been previously notified to the undertaker by National Highways) to gain access to the specified works for the purposes of inspection and supervision of the specified works.
- (6) If any part of the specified works is constructed-
- (a) other than in accordance with the requirements of this Part of this Schedule; or
 - (b) in a way that causes damage to the strategic road network,
 - (c) National Highways acting properly and reasonably may by notice in writing require the undertaker, at the undertaker's own expense, to comply promptly with the requirements of this Part of this Schedule or remedy any damage notified to the undertaker under this Part of this Schedule, to the reasonable satisfaction of National Highways.
- (7) If during the carrying out of the authorised development the undertaker or its appointed contractors or agents causes damage to the strategic road network then National Highways acting properly and reasonably may by notice in writing require the undertaker, at its own expense, to remedy the damage.
- (8) If within 28 days on which a notice under sub-paragraph (6) or sub-paragraph (7) is served on the undertaker (or in the event of there being, in the opinion of National Highways, a danger to road users, within such lesser period as National Highways may stipulate), the undertaker has failed to take the steps required by that notice, National Highways may carry out the steps required of the undertaker and may recover any expenditure incurred by National Highways in so doing..
- (9) Nothing in this Part of this Schedule prevents National Highways from carrying out any work or taking any such action as it reasonably believes to be necessary as a result of or in connection with the carrying out or maintenance of the authorised development without prior notice to the undertaker in the event of an emergency or to prevent the occurrence of
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danger to the public and National Highways may recover any expenditure it reasonably incurs in so doing.

(10) In constructing the specified works, the undertaker must at its own expense divert or protect all utilities and all agreed alterations and reinstatement of highway over existing utilities must be constructed to the reasonable satisfaction of National Highways.

(11) The undertaker must notify National Highways if it fails to complete the specified works in accordance with the agreed programme pursuant to sub-paragraph (2)(b) of this Part or suspends the carrying out of any specified work beyond a reasonable period of time and National Highways reserves the right to withdraw any road space booking granted to the undertaker to ensure compliance with its network occupancy requirements.

(12) Any approval of National Highways required under this paragraph-

- (a) must not be unreasonably withheld;
- (b) must be given in writing;
- (c) may be subject to any conditions as National Highways considers necessary;
- (d) where in respect of any specified works being at least 4 metres above the surface of the strategic road network:
 - (i) by the end of the period of 28 days beginning with the date on which any request for approval has been made National Highways has not intimated disapproval of those works and the grounds of disapproval;
 - (ii) the undertaker may serve upon National Highways written notice requiring National Highways to intimate approval or disapproval within a further period of 28 days beginning with the date upon which National Highways receives written notice from the undertaker whereupon at the expiry of the further 28 days National Highways has not intimated approval or disapproval;
 - (iii) National Highways is deemed to have approved the specified works; and
- (e) in respect of any other approval shall be deemed to have been refused if neither given nor refused within 56 days of the receipt of the information for approval or, where further particulars are requested by National Highways within 56 days of receipt of the information to which the request for further particulars relates.

Payments

65.—(1) The undertaker must pay to National Highways a sum equal to the whole of any reasonable and proper costs and expenses which National Highways incurs (including costs and expenses for using internal or external staff and costs relating to any work which

becomes abortive) in relation to the specified works and in relation to any approvals sought under this Order, or otherwise incurred under this Part, including—

- (f) the checking and approval of the information required under paragraph 64 (2);
- (g) the supervision of the specified works;
- (h) the checking and approval of the information required to determine approvals under this Order;
- (i) all costs in relation to the transfer of any land required for the specified works; and
- (j) all legal and administrative costs and disbursements incurred by National Highways in connection with the Order and sub-paragraphs (a)-(d); and
- (k) any value added tax which is payable by National Highways in respect of such costs and expenses and for which it cannot obtain reinstatement from HM Revenue and Customs, together comprising “the NH costs”.

(2) The undertaker must pay to National Highways upon demand and prior to such costs being incurred the total costs that National Highways believe will be properly and necessarily incurred by National Highways in undertaking any statutory procedure or preparing and bringing into force any traffic regulation order or orders necessary to carry out or for effectively implementing the authorised development.

(3) National Highways must provide the undertaker with a schedule showing its estimate of the NH costs prior to the commencement of the specified works but the absence of such estimate will not inhibit the commencement of the specified works by the undertaker.

(4) National Highways must give the undertaker a final account of the NH costs referred to in sub-paragraph (1) above within 91 days of the completion of the specified works

(5) Within 42 days of the issue of the final account, the undertaker must pay to National Highways the sum shown due to it.

Insurance

66. Prior to the commencement of the specified works the undertaker must effect public liability insurance with an insurer in the minimum sum of £10,000,000.00 (ten million pounds) in respect of any one claim against any legal liability for damage loss or injury to any property or any person as a direct result of the execution of specified works or use of the strategic road network by the undertaker.

Maintenance of the specified works

67.—(1) The undertaker must, prior to the commencement of any works of maintenance to the specified works, give National Highways 28 days’ notice in writing of the date on which those works will start unless otherwise agreed by National Highways, acting reasonably.

(2) If, for the purposes of maintaining the specified works, the undertaker needs to occupy any road space, the undertaker must comply with National Highways’ road space booking requirements and no maintenance of the specified works for which a road space booking is required shall commence without a road space booking having first been secured (save for in the event of an emergency situation).

(3) The undertaker must comply with any requirements that National Highways may notify to the undertaker, such requirements to be notified to the undertaker not less than 7 days’ in advance of the planned commencement date of the maintenance works.

Arbitration

68. Any dispute under this Part of this Schedule shall be settled by arbitration in accordance with article 53 (arbitration).

155. Schedule 16, Amendment of Local Legislation, Part 2, Byelaws
 Ainsty IDB and Kyle and Upper Ouse IDB
 Deletion of disapplication of drainage byelaws.

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**PART 2
 BYELAWS**

<i>(1) Title</i>	<i>(2) Byelaw to be disapplied</i>
Byelaws for the good rule and government of the City of Leeds and for the prevention of nuisances made by the Council of the City in pursuance of Section 235 of the Local Government Act 1972	5, 10, 11 and 17.

Ainsty (2008) Internal Drainage Board Byelaws 2022	3, 10, 14, 15 and 17.
Kyle and Upper Ouse Internal Drainage Board Byelaws 1996	3, 10, 14, 15 and 17.

156. Schedule 17, Hedgerows which may be removed N/A

Updates to reflect survey results.

HEDGEROWS WHICH MAY BE REMOVED

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<i>(1) Hedgerow</i>	<i>(2) Grid reference</i>	<i>(3) Importance</i>	<i>(4) Sheet number Figure 8.6(B) 5, Document 5</i>
HE001	SE 57926 60107	Important	Sheet 1
HE002	SE 56766 59769	Important	Sheet 1
HE003	SE 56528 59909	Important	Sheet 1
HE004	SE 56383 59858	Important	Sheet 1
HE005	SE 56375 59877	Important	Sheet 1
HE006	SE 56228 59999	Important	Sheet 1
HE007	SE 56613 59612	Important	Sheet 1
HE008	SE 56395 59455	Important	Sheet 1
HE009	SE 56466 59439	Important	Sheet 1
HE010	SE 56594 59226	Important	Sheet 1
HE011	SE 56592 58923	Important	Sheet 1
HE012	SE 56590 58905	Important	Sheet 1
HE013	SE 56286 58301	Important	Sheet 1
HE014	SE 55984 57930	Important	Sheet 2
HE015	SE 55423 57809	Not Important	Sheet 2
HE016	SE 55821 57613	Important	Sheet 2
HE017	SE 56460 56779	Important	Sheet 2
HE018	SE 56368 56695	Not Important	Sheet 2
HE019	SE 55941 56647	Not Important	Sheet 2

HE020	SE 56054 56443	Not Important	Sheet 3
HE021	SE 56095 56337	Not Important	Sheet 3
HE022	SE 56199 55768	Not Important	Sheet 3
HE023	SE 56030 56061	Not Important	Sheet 3
HE024	SE 55311 56091	Important	Sheet 3
HE025	SE 55430 56997	Important	Sheet 2
HE026	SE 55425 57100	Important	Sheet 2
HE027	SE 55396 57127	Important	Sheet 2
HE028	SE 55402 57199	Important	Sheet 2
HE029	SE 55176 57051	Not Important	Sheet 2
HE030	SE 54714 56776	Important	Sheet 2
HE031	SE 54195 56282	Important	Sheet 3
HE032	SE 54062 56250	Important	Sheet 3
HE033	SE 53845 55776	Important	Sheet 3
HE034	SE 54044 55433	Important	Sheet 3
HE035	SE 54105 55306	Important	Sheet 3
HE036	SE 54661 54929	Not Important	Sheet 3
HE037	SE 54767 54889	Important	Sheet 3
HE038	SE 54897 54831	Important	Sheet 3
HE039	SE 54915 54811	Important	Sheet 3
HE040	SE 52567 56254	Important	Sheet 4
HE041	SE 52393 56293	Important	Sheet 4
HE042	SE 52378 56407	Important	Sheet 4
HE043	SE 52327 56401	Important	Sheet 4
HE044	SE 52297 56319	Important	Sheet 4
HE045	SE 51974 56589	potentially Not Important	Sheet 4
HE046	SE 51492 56433	Not Important	Sheet 4
HE047	SE 51418 56409	Important	Sheet 4
HE048	SE 51315 56313	Important	Sheet 4
HE049	SE 50992 56234	Important	Sheet 4
HE050	SE 51002 56207	Not Important	Sheet 4
HE051	SE 51192 56053	Important	Sheet 4

HE052	SE 51118 55837	Important	Sheet 4
HE053	SE 514925 5393	Important	Sheet 4
HE054	SE 51147 54638	Not Important	Sheet 5
HE055	SE 50777 54702	Important	Sheet 5
HE056	SE 51028 54457	Important	Sheet 5
HE057	SE 51041 54448	Important	Sheet 5
HE058	SE 50672 54388	Important	Sheet 5
HE059	SE 50391 53678	Important	Sheet 5
HE060	SE 50323 53469	Not Important	Sheet 5
HE061	SE 49062 52067	Important	Sheet 6
HE062	SE 49050 52058	Important	Sheet 6
HE063	SE 48992 52055	Important	Sheet 6
HE064	SE 49251 51962	Important	Sheet 6
HE065	SE 49224 51921	Important	Sheet 6
HE066	SE 49481 51810	Important	Sheet 6
HR067	SE 49045 50836	Important	Sheet 6
HE068	SE 49062 50805	Important	Sheet 6
HE069	SE 48914 50331	Not Important	Sheet 7
HE070	SE 48638 48964	Important	Sheet 7
HE071	SE 48925 48439	Important	Sheet 7
HE072	SE 47954 46665	Important	Sheet 8
HE073	SE 48452 46027	Important	Sheet 8
HE074	SE 47649 45031	Important	Sheet 8
HE075	SE 47612 45002	Important	Sheet 8
HE076	SE 47501 44507	Important	Sheet 8
HE077	SE 46923 42815	Important	Sheet 9
HE078	SE 46856 42552	Important	Sheet 9
HE079	SE 46266 42420	Important	Sheet 9
HE080	SE 46467 42212	Important	Sheet 9
HE081	SE 46287 41936	Important	Sheet 9
HE082	SE 46407 41818	Not Important	Sheet 9
HE083	SE 46401 41805	Not Important	Sheet 9
HE084	SE 45808 41712	Not Important	Sheet 9

HE085	SE 45796 41720	Important	Sheet 9
HE086	SE 45430 41955	Important	Sheet 9
HE087	SE 45627 40876	Important	Sheet 9
HE088	SE 46432 38155	Important	Sheet 10
HE089	SE 46114 38043	Important	Sheet 10
HE090	SE 46154 37942	Important	Sheet 10
HE091	SE 46462 37988	Important	Sheet 10
HE092	SE 46386 37801	Important	Sheet 10
HE093	SE 46733 36981	Important	Sheet 10
HE094	SE 46722 36956	Important	Sheet 10
HE095	SE 46976 35119	Important	Sheet 11
HE096	SE 47840 33184	Important	Sheet 12
HE097	SE 47043 32182	Important	Sheet 12
HE098	SE 47172 30889	Important	Sheet 13
HE099	SE 47219 30876	Important	Sheet 13
HE100	SE 47168 30858	Important	Sheet 13
HE101	SE 48403 30402	Important	Sheet 13
HE102	SE 47535 29902	Not Important	Sheet 13
HE103	SE 47553 29662	Potentially Not Important	Sheet 13
HE104	SE 48421 29425	Important	Sheet 13
HE105	SE 48437 29327	Important	Sheet 13
HE106	SE 48625 29000	Important	Sheet 13

Table 1.4 – Schedule of Changes to version D of the draft DCO [REP5-004]

Ref.	DCO Ref.	Consultee	Rationale for the change/comments from consultee	Change made	DCO Version
July 2023					
157.	Article 2, (1), Interpretation	N/A	Amended to update cross-reference in light of updates to 'U' Work Nos. in Schedule 1.	“NGN Works” means those works to NGN assets or equipment forming part of the authorised development, including Work No. U 84 0	E
158.	Article 2, (1), Interpretation	N/A	Amended to update cross-reference in light of updates to 'U' Work Nos. in Schedule 1.	“NPG Works” means those works to NPG assets or equipment forming part of the authorised development, comprising— (a) in respect of Northern Powergrid (Northeast) PLC (registered company number 02906593), Work Nos. U1, U2, U3, U4, U5, U 6 and	E
159.	Article 2, (1), Interpretation	N/A	Amended to update cross-reference in light of updates to 'U' Work Nos. in Schedule 1.	(b) in respect of Northern Powergrid (Yorkshire) PLC (registered company number 04112320), U 67 , U 8 , U 79 , U 94 , U 120 , U 131 , U 142 and U 153 ;	E

160. Schedule 1, Authorised Development	N/A	Deletion of Work No.U4 in line with approved Change Application.	Work No. U4 In the city of York The removal of a section of the existing distribution overhead line and its replacement with the installation of an underground cable shown on section B, sheet 3 of the works plan	E
161. Schedule 1, Authorised Development	N/A	Amended to update cross reference in light of removal of what was Work No. U4.	Work No. U45 <u>In the city of York</u> The removal of a section of the existing distribution overhead electric line and its replacement with the installation of an underground cable shown on section B, sheet 3 and 4 of the works plan.	E
162. Schedule 1, Authorised Development	N/A	Amended to update cross reference in light of removal of what was Work No. U4.	Work No. U56 <u>In North Yorkshire</u> The removal of a section of the existing distribution overhead electric line and its replacement with the installation of an underground cable shown on section B, sheet 5 of the works plan.	E
163. Schedule 1, Authorised Development	N/A	Amended to update cross reference in light of removal of what was Work No. U4.	Work No. U76 <u>In North Yorkshire</u> The removal of a section of the existing distribution overhead electric line and its replacement with the installation of an underground cable shown on section C, sheet 9 of the works plan.	E

164. Schedule 1, Authorised Development	N/A	Deletion of Work No.U8 in response to ISH4 Action Point 25.	Work No. U8 In North Yorkshire Works to the existing section of underground cable, or if not already underground, the removal of a section of the existing distribution overhead electric line and its replacement with the installation of an underground cable shown on section C, sheet 9 of the works plan.	E
165. Schedule 1, Authorised Development	N/A	Amended to update cross reference in light of removal of what was Work No. U4 and U8.	Work No. U79 In North Yorkshire The removal of a section of the existing distribution overhead electric line and its replacement with the installation of an underground cable shown on section D, sheets 1 and 2 of the works plan.	E
166. Schedule 1, Authorised Development	N/A	Amended to update cross reference in light of removal of what was Work No. U4 and U8.	Work No. U810 In North Yorkshire The diversion of an underground gas pipeline and removal of redundant section of gas pipeline shown on section D, sheet 1 of the works plan.	E
167. Schedule 1, Authorised Development	N/A	Amended to update cross reference in light of removal of what was Work No. U4 and U8.	Work No. U911 In North Yorkshire The removal of a section of the existing distribution overhead electric line and its replacement with the installation of an underground cable shown on section E, sheet 2 of the works plan.	E

168. Schedule 1, Authorised Development	N/A	Amended to update cross reference in light of removal of what was Work No. U4 and U8.	Work No. U102 <u>In North Yorkshire</u> The removal of a section of the existing distribution overhead electric line and its replacement with the installation of an underground cable shown on section E, sheet 3 of the works plan.
169. Schedule 1, Authorised Development	N/A	Amended to update cross reference in light of removal of what was Work No. U4 and U8.	Work No. U113 <u>In North Yorkshire</u> The removal of a section of the existing distribution overhead electric line and its replacement with the installation of an underground cable shown on section E, sheet 3 of the works plan.
170. Schedule 1, Authorised Development	N/A	Amended to update cross reference in light of removal of what was Work No. U4 and U8.	Work No. U142 <u>In North Yorkshire</u> The removal of a section of the existing distribution overhead electric line and its replacement with the installation of an underground cable shown on section E, sheet 5 of the works plan.
171. Schedule 1, Authorised Development	N/A	Amended to update cross reference in light of removal of what was Work No. U4 and U8.	Work No. U135 <u>In North Yorkshire</u> The removal of a section of the existing distribution overhead electric line and its replacement with the installation of an underground cable shown on section E, sheet 6 of the works plan.

172. Schedule 2, Plans N/A and Drawings

These changes are required in order to reflect the revised documents that have been submitted to the Examination at Deadline 6.

E

PART 1

ACCESS, RIGHTS OF WAY AND PUBLIC RIGHTS OF NAVIGATION PLAN

<i>Drawing Title</i>	<i>Drawing Number</i>	<i>Revision</i>
Access, Rights of Way and Public Rights of Navigation Key Plan	DCO_A/AC/KP/01	A
Access, Rights of Way and Public Rights of Navigation Plan	DCO_A/AC/PS/01	B
Access, Rights of Way and Public Rights of Navigation Key Plan	DCO_B/AC/KP/01	BA
Access, Rights of Way and Public Rights of Navigation Key Plan	DCO_B/AC/KPD/01	CB
Access, Rights of Way and Public Rights of Navigation Plan	DCO_B/AC/PS/01	CB
Access, Rights of Way and Public Rights of Navigation Plan	DCO_B/AC/PS/02	CB
Access, Rights of Way and Public Rights of Navigation Plan	DCO_B/AC/PS/03	CB
Access, Rights of Way and Public Rights of Navigation Plan	DCO_B/AC/PS/04	CB
Access, Rights of Way and Public Rights of Navigation Plan	DCO_B/AC/PS/05	CB
Access, Rights of Way and Public Rights of Navigation Key Plan	DCO_C/AC/KP/01	A

Access, Rights of Way and Public Rights of Navigation Key Plan	DCO_C/AC/KPD/01	B
Access, Rights of Way and Public Rights of Navigation Plan	DCO_C/AC/PS/01	B
Access, Rights of Way and Public Rights of Navigation Plan	DCO_C/AC/PS/02	B
Access, Rights of Way and Public Rights of Navigation Plan	DCO_C/AC/PS/03	B
Access, Rights of Way and Public Rights of Navigation Plan	DCO_C/AC/PS/04	B
Access, Rights of Way and Public Rights of Navigation Plan	DCO_C/AC/PS/05	B
Access, Rights of Way and Public Rights of Navigation Plan	DCO_C/AC/PS/06	B
Access, Rights of Way and Public Rights of Navigation Plan	DCO_C/AC/PS/07	B
Access, Rights of Way and Public Rights of Navigation Plan	DCO_C/AC/PS/08	B
Access, Rights of Way and Public Rights of Navigation Plan	DCO_C/AC/PS/09	B
Access, Rights of Way and Public Rights of Navigation Key Plan	DCO_D/AC/KP/01	A
Access, Rights of Way and Public Rights of Navigation Plan	DCO_D/AC/PS/01	B
Access, Rights of Way and Public Rights of Navigation Plan	DCO_D/AC/PS/02	B

Access, Rights of Way and Public Rights of Navigation Key Plan	DCO_E/AC/KP/01	A
Access, Rights of Way and Public Rights of Navigation Plan	DCO_E/AC/PS/01	B
Access, Rights of Way and Public Rights of Navigation Plan	DCO_E/AC/PS/02	B
Access, Rights of Way and Public Rights of Navigation Plan	DCO_E/AC/PS/03	B
Access, Rights of Way and Public Rights of Navigation Plan	DCO_E/AC/PS/04	B
Access, Rights of Way and Public Rights of Navigation Plan	DCO_E/AC/PS/05	B
Access, Rights of Way and Public Rights of Navigation Plan	DCO_E/AC/PS/06	B
Access, Rights of Way and Public Rights of Navigation Plan	DCO_E/AC/PS/07	B
Access, Rights of Way and Public Rights of Navigation Key Plan	DCO_F/AC/KP/01	A
Access, Rights of Way and Public Rights of Navigation Plan	DCO_F/AC/PS/01	B

173. Schedule 2, Plans and Drawings N/A

These changes are required in order to reflect the revised documents that have been submitted to the

**PART 2
DESIGN DRAWINGS**

E

<i>Drawing Title</i>	<i>Drawing Number</i>	<i>Revision</i>
List Of Design Drawings	DCO_DE/KP/01_01	CB

Examination at
Deadline 6.

List Of Design Drawings	DCO_DE/KP/01_02	CB
Design Drawing: Explanatory Overhead Line Profile	DCO_DE/PS/01_01	A
Design Drawing: Indicative Overhead Line Profiles 2TW/YR	DCO_DE/PS/03_01	A
Design Drawing: Indicative Overhead Line Profiles YN	DCO_DE/PS/04_01	A
Design Drawing: Indicative Overhead Line Profiles YN	DCO_DE/PS/04_02	A
Design Drawing: Indicative Overhead Line Profiles SP	DCO_DE/PS/05_01	A
Design Drawing: Indicative Overhead Line Profiles SP	DCO_DE/PS/05_02	A
Design Drawing: Indicative Overhead Line Profiles XC	DCO_DE/PS/06_01	A
Design Drawing: Indicative Overhead Line Profiles XC	DCO_DE/PS/06_02	A
Design Drawing: Indicative Overhead Line Profiles XC	DCO_DE/PS/06_03	A
Design Drawing: Indicative Overhead Line Profiles XC	DCO_DE/PS/06_04	A
Design Drawing: Indicative Overhead Line Profiles XC	DCO_DE/PS/06_05	A
Design Drawing: Indicative Overhead Line Profiles XC	DCO_DE/PS/06_06	A
Design Drawing: Indicative Overhead Line Profiles XC	DCO_DE/PS/06_07	A
Design Drawing: Indicative Overhead Line Profiles XC	DCO_DE/PS/06_08	A
Design Drawing: Indicative Overhead Line Profiles XC	DCO_DE/PS/06_09	A

Design Drawing: Indicative Overhead Line Profiles XC	DCO_DE/PS/06_10	A
Design Drawing: Indicative Overhead Line Profiles XC	DCO_DE/PS/06_11	A
Design Drawing: Indicative Overhead Line Profiles XC	DCO_DE/PS/06_12	A
Design Drawing: Indicative Overhead Line Profiles XC	DCO_DE/PS/06_13	A
Design Drawing: Indicative Overhead Line Profiles XC	DCO_DE/PS/06_14	A
Design Drawing: Indicative Overhead Line Profiles XD	DCO_DE/PS/07_01	A
Design Drawing: Indicative Overhead Line Profiles XD	DCO_DE/PS/07_02	A
Design Drawing: Indicative Overhead Line Profiles 4YS	DCO_DE/PS/08_01	A
Design Drawing: Indicative Overhead Line Profiles Temporary Alignment XCP	DCO_DE/PS/09_01	A
Design Drawing: Indicative Overhead Line Profiles Temporary Alignment XC	DCO_DE/PS/10_01	A
Design Drawing: Indicative Overhead Line Profiles Temporary Alignment XC	DCO_DE/PS/10_02	A
Design Drawing: Indicative Overhead Line Profiles Temporary Alignment XD	DCO_DE/PS/11_01	A
Design Drawing: Indicative Overhead Line Profiles Temporary Alignment YR	DCO_DE/PS/12_01	A
Design Drawing: Indicative Maximum And Minimum Lattice Pylon Heights	DCO_DE/PS/13_01	A
Design Drawing: Substation Parameter Plan - Overton	DCO_DE/PS/14_01	B

Design Drawing: Indicative Substation Layout - Overton	DCO_DE/PS/14_02	B
Design Drawing: Indicative Substation Elevation - Overton	DCO_DE/PS/14_03	B
Design Drawing: Substation Parameter Plan - Monk Fryston	DCO_DE/PS/15_01	B
Design Drawing: Indicative Substation Layout - Monk Fryston	DCO_DE/PS/15_02	B
Design Drawing: Indicative Substation Elevation - Monk Fryston	DCO_DE/PS/15_03	B
Design Drawing: Substation Parameter Plan - Osbaldwick	DCO_DE/PS/16_01	B
Design Drawing: Indicative Substation Layout - Osbaldwick	DCO_DE/PS/16_02	B
Design Drawing: Indicative Substation Elevation - Osbaldwick	DCO_DE/PS/16_03	B
Design Drawing: Parameter Plan For Shipton North 400kv Cable Sealing End Compound	DCO_DE/PS/17_01	CB
Design Drawing: Indicative Cable Sealing End Compound Layout - Shipton North 400kv Cable Sealing End Compound	DCO_DE/PS/17_02	CB
Design Drawing: Indicative Cable Sealing End Compound Elevation - Shipton North 400kv Cable Sealing End Compound	DCO_DE/PS/17_03	CB
Design Drawing: Parameter Plan For Shipton South 400kv Cable Sealing End Compound	DCO_DE/PS/18_01	CB
Design Drawing: Indicative Cable Sealing End Compound Layout - Shipton South 400kv Cable Sealing End Compound	DCO_DE/PS/18_02	CB

Design Drawing: Indicative Cable Sealing End Compound Elevation - Shipton South 400kv Cable Sealing End Compound	DCO_DE/PS/18_03	CB
Design Drawing: Parameter Plan For Tadcaster West 275kv Cable Sealing End Compound	DCO_DE/PS/19_01	B
Design Drawing: Indicative Cable Sealing End Compound Layout - Tadcaster West 275kv Cable Sealing End Compound	DCO_DE/PS/19_02	B
Design Drawing: Indicative Cable Sealing End Compound Elevation - Tadcaster West 275kv Cable Sealing End Compound	DCO_DE/PS/19_03	B
Design Drawing: Parameter Plan For Tadcaster East 275kv Cable Sealing End Compound	DCO_DE/PS/20_01	B
Design Drawing: Indicative Cable Sealing End Compound Layout - Tadcaster East 275kv Cable Sealing End Compound	DCO_DE/PS/20_02	B
Design Drawing: Indicative Cable Sealing End Compound Elevation - Tadcaster East 275kv Cable Sealing End Compound	DCO_DE/PS/20_03	B
Design Drawing: Indicative Earthworks Layout - Overton	DCO_DE/PS/21_01	A
Design Drawing: Indicative Earthworks Long Sections - Overton	DCO_DE/PS/21_02	A
Design Drawings: Indicative Earthworks Layout - Monk Fryston	DCO_DE/PS/22_01	A
Design Drawings: Indicative Earthworks Long Sections - Monk Fryston	DCO_DE/PS/22_02	A

174. Schedule 2, Plans and Drawings N/A

These changes are required in order to reflect the revised documents that have been submitted to the Examination at Deadline 6

E

PART 3

EXTINGUISHMENT OF EASEMENTS, SERVITUDES AND OTHER PRIVATE RIGHTS PLANS

<i>Drawing Title</i>	<i>Drawing Number</i>	<i>Revision</i>
Master key to section identification plan for extinguishment of easements, servitudes and other private rights plan	DCO_MKP/EX/01	BA
Extinguishment of easements, servitudes and other private rights key plan	DCO_D/EX/KP/01	A
Extinguishment of easements, servitudes and other private rights plan	DCO_D/EX/PS/01	A
Extinguishment of easements, servitudes and other private rights plan	DCO_D/EX/PS/02	A

175. Schedule 2, Plans and Drawings N/A

These changes are required in order to reflect the revised documents that have been submitted to the Examination at Deadline 6.

E

PART 4

LAND PLAN

<i>Drawing Title</i>	<i>Drawing Number</i>	<i>Revision</i>
Land Key Plan	DCO_A/LP/KP/01	A
Land Plan	DCO_A/LP/PS/01	B
Land Key Plan	DCO_B/LP/KP/01	BA
Land Plan	DCO_B/LP/PS/01	DE

Land Plan	DCO_B/LP/PS/02	DE
Land Plan	DCO_B/LP/PS/03	DE
Land Plan	DCO_B/LP/PS/04	DE
Land Plan	DCO_B/LP/PS/05	DE
Land Key Plan	DCO_C/LP/KP/01	A
Land Plan	DCO_C/LP/PS/01	CB
Land Plan	DCO_C/LP/PS/02	CB
Land Plan	DCO_C/LP/PS/03	CB
Land Plan	DCO_C/LP/PS/04	CB
Land Plan	DCO_C/LP/PS/05	CB
Land Plan	DCO_C/LP/PS/06	CB
Land Plan	DCO_C/LP/PS/07	CB
Land Plan	DCO_C/LP/PS/08	CB
Land Plan	DCO_C/LP/PS/09	CB
Land Key Plan	DCO_D/LP/KP/01	A
Land Plan	DCO_D/LP/PS/01	B
Land Plan	DCO_D/LP/PS/02	B
Land Key Plan	DCO_E/LP/KP/01	A
Land Plan	DCO_E/LP/PS/01	B
Land Plan	DCO_E/LP/PS/02	B

Land Plan	DCO_E/LP/PS/03	B
Land Plan	DCO_E/LP/PS/04	B
Land Plan	DCO_E/LP/PS/05	B
Land Plan	DCO_E/LP/PS/06	B
Land Plan	DCO_E/LP/PS/07	B
Land Key Plan	DCO_F/LP/KP/01	A
Land Plan	DCO_F/LP/PS/01	B

176. Schedule 2, Plans and Drawings N/A

These changes are required in order to reflect the revised documents that have been submitted to the Examination at Deadline 6.

PART 6

TRAFFIC REGULATION ORDER PLAN

<i>Drawing Title</i>	<i>Drawing Number</i>	<i>Revision</i>
Traffic Regulations Order Key Plan	DCO_A/TRO/KP/01	A
Traffic Regulations Order Plan	DCO_A/TRO/PS/01	A
Traffic Regulations Order Key Plan	DCO_B/TRO/KP/01	BA
Traffic Regulations Order Plan	DCO_B/TRO/PS/01	BA
Traffic Regulations Order Plan	DCO_B/TRO/PS/02	BA
Traffic Regulations Order Plan	DCO_B/TRO/PS/03	BA
Traffic Regulations Order Plan	DCO_B/TRO/PS/04	BA
Traffic Regulations Order Plan	DCO_B/TRO/PS/05	BA
Traffic Regulations Order Key Plan	DCO_C/TRO/KP/01	A

E

Traffic Regulations Order Plan	DCO_C/TRO/PS/01	A
Traffic Regulations Order Plan	DCO_C/TRO/PS/02	A
Traffic Regulations Order Plan	DCO_C/TRO/PS/03	A
Traffic Regulations Order Plan	DCO_C/TRO/PS/04	A
Traffic Regulations Order Plan	DCO_C/TRO/PS/05	A
Traffic Regulations Order Plan	DCO_C/TRO/PS/06	A
Traffic Regulations Order Plan	DCO_C/TRO/PS/07	A
Traffic Regulations Order Plan	DCO_C/TRO/PS/08	A
Traffic Regulations Order Plan	DCO_C/TRO/PS/09	A
Traffic Regulations Order Key Plan	DCO_D/TRO/KP/01	A
Traffic Regulations Order Plan	DCO_D/TRO/PS/01	A
Traffic Regulations Order Plan	DCO_D/TRO/PS/02	A
Traffic Regulations Order Key Plan	DCO_E/TRO/KP/01	A
Traffic Regulations Order Plan	DCO_E/TRO/PS/01	A
Traffic Regulations Order Plan	DCO_E/TRO/PS/02	A
Traffic Regulations Order Plan	DCO_E/TRO/PS/03	A
Traffic Regulations Order Plan	DCO_E/TRO/PS/04	A
Traffic Regulations Order Plan	DCO_E/TRO/PS/05	A
Traffic Regulations Order Plan	DCO_E/TRO/PS/06	A
Traffic Regulations Order Plan	DCO_E/TRO/PS/07	A

Traffic Regulations Order Key Plan	DCO_F/TRO/KP/01	A
Traffic Regulations Order Plan	DCO_F/TRO/PS/01	A

177. Schedule 2, Plans N/A and Drawings

These changes are required in order to reflect the revised documents that have been submitted to the Examination at Deadline 6.

**PART 7
WORKS PLAN**

E

<i>Drawing Title</i>	<i>Drawing Number</i>	<i>Revision</i>
Works Key Plan	DCO_A/WO/KP/01	A
Works Plan	DCO_A/WO/PS/01	B
Works Key Plan	DCO_B/WO/KP/01	BA
Works Plan	DCO_B/WO/PS/01	CB
Works Plan	DCO_B/WO/PS/02	CB
Works Plan	DCO_B/WO/PS/03	CB
Works Plan	DCO_B/WO/PS/04	CB
Works Plan	DCO_B/WO/PS/05	CB
Works Key Plan	DCO_C/WO/KP/01	A
Works Plan	DCO_C/WO/PS/01	CB
Works Plan	DCO_C/WO/PS/02	CB
Works Plan	DCO_C/WO/PS/03	CB
Works Plan	DCO_C/WO/PS/04	CB

Works Plan	DCO_C/WO/PS/05	CB
Works Plan	DCO_C/WO/PS/06	CB
Works Plan	DCO_C/WO/PS/07	CB
Works Plan	DCO_C/WO/PS/08	CB
Works Plan	DCO_C/WO/PS/09	CB
Works Key Plan	DCO_D/WO/KP/01	A
Works Plan	DCO_D/WO/PS/01	CB
Works Plan	DCO_D/WO/PS/02	CB
Works Key Plan	DCO_E/WO/KP/01	A
Works Plan	DCO_E/WO/PS/01	CB
Works Plan	DCO_E/WO/PS/02	CB
Works Plan	DCO_E/WO/PS/03	CB
Works Plan	DCO_E/WO/PS/04	CB
Works Plan	DCO_E/WO/PS/05	CB
Works Plan	DCO_E/WO/PS/06	CB
Works Plan	DCO_E/WO/PS/07	CB
Works Key Plan	DCO_F/WO/KP/01	A
Works Plan	DCO_F/WO/PS/01	B

178. Schedule 3 Requirements, (8)(2)Landscaping at Overton, Tadcaster and Monk Fryston

N/A

Removal of 'proposed' in response to ISH4 Action Point 27.

(1) The landscape strategy submitted under paragraph (1) must include details appropriate for the relevant stage, including—

- (a) the location of planting and a schedule of plants noting quantities, species, size and planting density of any proposed planting or seeding;
- (b) cultivation, importing of materials and other operations to ensure plant and seed establishment;
- (c) details of the five year maintenance regime, including monitoring and management, and the ~~proposed~~ management regime for any woodland planting in years six to fifteen; and

179.	Schedule 3 Requirements, (10)(1) Replacement planting	N/A	Correction of typographical error.	10.—(1) Subject to paragraph (2), unless otherwise agreed with the relevant planning authority, no stage of the authorised development may commence until, where relevant for that stage, a replacement planting scheme in accordance with the principles contained in the code of construction practice which replaces the trees and hedgerows identified to be removed in the tree and hedgerow protection strategy approved under Requirement 9, has been submitted to and approved by the relevant planning authority.	
180.	Schedule 3, Requirements, 18(2), Approval of details having regard to the Design Approach to Site Specific Infrastructure	N/A	Removal of tailpiece pursuant to ISH4 Action Point 29.	(2) Any details to be approved under sub-paragraph (1) must be produced having regard to the design approach to site specific infrastructure, unless otherwise agreed by the relevant planning authority.	E
181.	Schedule 4 Discharge of Requirements, (5) Interpretation of Schedule 4	N/A	Inserted definition of "application" pursuant to ISH4 Action Point 35.	5. In this Schedule— "application" includes an application made in part or in full as the context so requires;	E
182.	Schedule 12 Land of which Temporary Possession may be taken	N/A	Deletion of plots for temporary acquisition in line with approved Change Application.	PART 1 NATIONAL GRID City of York Council	E

<i>(1) Plot number of land shown on land plan</i>	<i>(2) Purpose for which temporary possession may be taken</i>	<i>(3) Relevant part of the authorised development</i>	<i>(4) Element of Work in respect of which land is not required to be re-instated</i>
B1-20, B1-21, B1-36, B1-39	Temporary use for construction, mitigation, maintenance dismantling and/or access	Work No. 2	
B2-02, B2-04, B2-11, B2-16, B2-17	Temporary use for construction, mitigation, maintenance dismantling and/or access	Work No. 3	
B2-06, B2-12, B2-21	Temporary use for construction, mitigation, maintenance dismantling and/or access	Work No. 4	
B3-03, B3-05, B3-06	Temporary use for construction, mitigation, maintenance dismantling and/or access	Work Nos 5, U4	
B3-58, B3-59	Temporary use for dismantling of redundant electrical infrastructure	Work No. 6	

B3-62	Temporary use for dismantling of redundant electrical infrastructure	Work No. 6	Removal of pylon foundations only to a depth of 1.5 metres
B3-63, B4-06, B4-09, B4-10, B4-12, B4-14, B4-18, B4-19, B4-23, B4-24	Temporary use for construction, mitigation, maintenance dismantling and/or access	Work No. 6	

183. Schedule 12 Land of which Temporary Possession may be taken N/A

Deletion of plots for temporary acquisition in line with approved Change Application and the removal of Work No. U8 pursuant to ISH4 Action Point 25.

North Yorkshire Council

E

<i>(1) Plot number of land shown on land plan</i>	<i>(2) Purpose for which temporary possession may be taken</i>	<i>(3) Relevant part of the authorised development</i>	<i>(4) Element of Work in respect of which land is not required to be re-instated</i>
B1-19	Temporary use for construction, mitigation, maintenance dismantling and/or access	Work Nos. 2, U1	
B1-20, B1-21, B1-22	Temporary use for construction, mitigation, maintenance dismantling and/or access	Work No. 2	
B1-25	Temporary use for construction, mitigation,	Work No. 2	Removal of pylon foundations only to

	maintenance dismantling and/or access		a depth of 1.5 metres
B1-33B, B1-39, B1-40A, B1-41, B1-45 , -54, B1-55	Temporary use for construction, mitigation, maintenance dismantling and/or access	Work No. 2	
B2-06, B2-12, B2-14, B2-21, B2-28, B2-34, B2-48, B2-49, B2-55, B2-61, B2-64, B2-70, B2-71	Temporary use for construction, mitigation, maintenance dismantling and/or access	Work No. 4	
B2-16, B2-17, B2-20, B2-22	Temporary use for construction, mitigation, maintenance dismantling and/or access	Work No. 3	
B2-31, B3-25	Temporary use for construction, mitigation, maintenance dismantling and/or access	Work No. 5	
B3-29, B3-30, B3-32, B3-34	Temporary use for dismantling of redundant electrical infrastructure	Work No. 5	

B3-39, B3-40, B3-41, B3-49, B3-58	Temporary use for dismantling of redundant electrical infrastructure	Work No. 6	
B3-31, B3-44, B3-45, B3-73, B5-21, B5-58, B5-59	Temporary use for access	Work No. 6	
B3-40, B3-46, B3-52, B3-57	Temporary use for dismantling of redundant electrical infrastructure	Work No. 6	Removal of pylon foundations only to a depth of 1.5 metres
B3-54, B3-55	Temporary use for dismantling of redundant electrical infrastructure	Work No. 6	
B4-14, B4-18, B4-23, B4-24, B5-02, B5-06, B5-10, B5-16, B5-28, B5-29, B5-30, B5-37, B5-38, B5-39	Temporary use for construction, mitigation, maintenance dismantling and/or access	Work No. 6	
B5-03, B5-27	Temporary use for construction, mitigation, maintenance dismantling and/or access	Work No. 6	Removal of pylon foundations only to a depth of 1.5 metres
B5-24	Temporary use for construction, mitigation, maintenance	Work No. 6	Removal of 2x pylon foundations only to a depth of 1.5 metres

	dismantling and/or access		
C9-28	Temporary use for construction, mitigation, maintenance dismantling and/or access	Work Nos 7, U8	
C9-37, C9-40	Temporary use for access	Work No. 8	
D1-18, D1-21, D1-69, D1-70, D1-72, D1-80, D1-81	Temporary use for construction, mitigation, maintenance dismantling and/or access	Work Nos. 8, U7	
D1-26, D1-53	Temporary use for construction, mitigation, maintenance dismantling and/or access	Work No. 8	Removal of pylon foundations only to a depth of 1.5 metres
D1-34, D1-37, D1-47, D1-62, D1-78, D1-83	Temporary use for construction, mitigation, maintenance dismantling and/or access	Work No. 8	
D1-35, D1-85	Temporary use for construction, mitigation, maintenance	Work Nos. 8 10 , U8	

	dismantling and/or access		
E2-06, E2-07	Temporary use for construction, mitigation, maintenance dismantling and/or access	Work Nos. 9 11 , U9	
E4-12	Temporary use for construction, mitigation, maintenance dismantling and/or access	Work No. 9	
E6-13, E6-31	Temporary use for construction, mitigation, maintenance dismantling and/or access	Work Nos. 9, U13 5	
E7-16	Temporary use for construction, mitigation, maintenance dismantling and/or access	Work No. 11	
E7-27, E7-34, E7-37, E7-42, E7-43, F1-16, F1-26, F1-29, F1-31, F1-32, F1-34, F1-35, F1-37, F1-38	Temporary use for construction, mitigation, maintenance dismantling and/or access	Work No. 10	

E7-35	Temporary use for construction, mitigation, maintenance dismantling and/or access	Work No. 10	Removal of pylon foundations only to a depth of 1.5 metres
F1-09	Temporary use for construction, mitigation, maintenance dismantling and/or access	Work No. 11	

184. Schedule 12 Land of which Temporary Possession may be taken, Part 2

N/A

Deletion of plots for temporary acquisition in line with approved Change Application.

PART 2

NPG

~~City of York Council~~

E

<i>(1) Plot number of land shown on land plan</i>	<i>(2) Purpose for which temporary possession may be taken</i>	<i>(3) Relevant part of the authorised development</i>	<i>(4) Element of Work in respect of which land is not required to be re-instated</i>
B3-03, B3-05, B3-06, B3-12, B3-14, B3-20, B3-76	Temporary use for construction, mitigation, maintenance dismantling and/or access	Work Nos. 4, U4	

185. Schedule 12 Land of which Temporary Possession may be taken, Part 2

N/A

Cross references updated in line with updates to Work Nos. in Schedule 1.

North Yorkshire Council

E

<i>(1) Plot number of land shown on land plan</i>	<i>(2) Purpose for which temporary possession may be taken</i>	<i>(3) Relevant part of the authorised development</i>	<i>(4) Element of Work in respect of which land is not required to be re-instated</i>
B1-19	Temporary use for construction, mitigation, maintenance dismantling and/or access	Work Nos. 2, U1	
D1-18, D1-21, D1-69, D1-70, D1-72, D1-80, D1-81, D1-82	Temporary use for construction, mitigation, maintenance dismantling and/or access	Work Nos. 8, U 79	
E2-06, E2-07	Temporary use for construction, mitigation, maintenance dismantling and/or access	Work Nos. 9, U 94	
E6-13, E6-31	Temporary use for construction, mitigation, maintenance dismantling and/or access	Work Nos. 9, U 135	

186. Schedule 12 Land of which Temporary Possession may be taken, Part 2 N/A

Cross references updated in line with updates to Work Nos. in Schedule 1.

PART 3
NGN

North Yorkshire Council

E

<i>(1) Plot number of land shown on land plan</i>	<i>(2) Purpose for which temporary possession may be taken</i>	<i>(3) Relevant part of the authorised development</i>	<i>(4) Element of Work in respect of which land is not required to be re-instated</i>
D1-35, D1-85	Class 4 – Temporary Construction & Mitigation	Work Nos. 8, U 8+0	

187. Schedule 13 Land in Which New Rights and Restrictive Covenants May be Acquired N/A

Deletion of plots for acquisition of rights in line with approved Change Application and the removal of Work No. U8 pursuant to ISH4 Action Point 25.
Consequential update of U Work cross references.

PART 1
NATIONAL GRID
City of York Council

E

<i>(1) Plot number of land shown on land plan</i>	<i>(2) Purpose for which rights over land may be acquired or restrictive covenants imposed</i>	<i>(3) Relevant part of the authorised development</i>
A1-01, A1-02	Compulsory acquisition of rights for the authorised development	Work No. 1
A1-04	Compulsory acquisition of rights of access	Work No. 1

B1-01, B1-02, B1-05, B1-08, B1-09, B1-13, B1-15, B1-16, B1-23A, B1-27, B1-28, B1-29, B1-31	Compulsory acquisition of rights for the authorised development	Work No. 2
B1-03, B1-04, B1-06, B1-07, B1-10, B1-11, B1-26, B1-32, B1-35, B1-37, B1-42, B1-50A	Compulsory acquisition of rights of access	Work No. 2
B1-64, B2-08, B2-13	Compulsory acquisition of rights for the authorised development	Work No. 3
B1-65, B1-66	Compulsory acquisition of rights for the authorised development	Work Nos. 3, U2
B2-01	Compulsory acquisition of rights of access	Work No. 5
B2-03, B2-09, B2-23a, B2-23b	Compulsory acquisition of rights of access	Work No. 3
B2-10	Compulsory acquisition of rights for the authorised development	Work No. 4
B2-27	Compulsory acquisition of rights for the authorised development	Work Nos. 5, 6
B2-74, B2-75, B2-79	Compulsory acquisition of rights for the authorised development	Work Nos. 3, U3
B2-78	Compulsory acquisition of rights for the authorised development	Work No. 3

B3-01	Compulsory acquisition of rights of access	Work No.5
B3-02	Compulsory acquisition of rights for the authorised development	Work Nos.5, U14
B3-04, B3-26A	Compulsory acquisition of rights of access	Work No. 5
B3-07, B3-08, B3-09, B3-10, B3-13, B3-17	Compulsory acquisition of rights for the authorised development	Work Nos.5, U14
B3-11	Compulsory acquisition of rights of access	Work Nos.5, U14
B3-12, B3-09A, B3-14A, B3-20, B3-76	Compulsory acquisition of rights of access	Work Nos. 5, U14
B3-15, B3-18, B3-27, B3-33, B3-35, B3-36, B3-37, B3-38	Compulsory acquisition of rights for the authorised development	Work No. 5
B3-61, B3-64, B3-71, B4-11, B4-13, B4-15, B4-16, B4-21, B4-22, B4-25	Compulsory acquisition of rights for the authorised development	Work No. 6
B3-65, B3-66	Compulsory acquisition of rights for the authorised development	Work No 5, U4
B3-67, B3-68, B3-69, B3-70, B3-72, B4-26	Compulsory acquisition of rights for the authorised development	Work No. 6, U45

B4-01, B4-02, B4-03, B4-04, B4-05, B4-07, B4-08, B4-17, B4-20	Compulsory acquisition of rights of access	Work No. 6
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188. Schedule 13 Land in Which New Rights and Restrictive Covenants May be Acquired N/A

Deletion of plots for acquisition of rights in line with approved Change Application and the removal of Work No. U8 pursuant to ISH4 Action Point 25.
Consequential update of U Work cross references.

North Yorkshire Council

E

<i>(1) Plot number of land shown on land plan</i>	<i>(2) Purpose for which rights over land may be acquired or restrictive covenants imposed</i>	<i>(3) Relevant part of the authorised development</i>
B1-12, B1-14, B1-17, B1-24, B1-35, B1-38, B1-43 , B1-44, B1-46 , B1-48 , B1-50A, B1-52, B1-56, B1-57	Compulsory acquisition of rights of access	Work No. 2
B1-16, B1-18, B1-23A, B1-33A, B1-34A, B1-47A, B1-51, B1-53, B1-58, B1-59, B1-62	Compulsory acquisition of rights for the authorised development	Work No. 2
B1-60, B1-61, B1-63	Compulsory acquisition of rights for the authorised development	Work No. 2, U1

B2-05, B2-07, B2-29, B2-33, B2-38, B2-45, B2-52, B2-56, B2-58, B2-69	Compulsory acquisition of rights of access	Work No. 4
B2-10, B2-15, B2-43, B2-62, B2-63, B2-68	Compulsory acquisition of rights for the authorised development	Work No. 4
B2-13, B2-19, B2-24, B2-26, B2-78	Compulsory acquisition of rights for the authorised development	Work No. 3
B2-23, B2-23a, B2-23b, B2-76, B2-77	Compulsory acquisition of rights of access	Work No. 3
B2-27	Compulsory acquisition of rights for the authorised development	Work Nos. 5, 6
B2-36, B2-37, B2-40, B2-41, B2-46, B2-50, B2-51, B2-73, B3-28, B3-42, B3-43, B3-47, B3-48, B3-60, B3-61, B4-15, B4-16, B4-21, B4-22, B4-25, B5-04, B5-09, B5-11, B5-12, B5-14, B5-22, B5-23, B5-26, B5-33, B5-36, B5-40, B5-50, B5-51, B5-57	Compulsory acquisition of rights for the authorised development	Work No. 6
B2-42, B2-53, B2-54, B2-57, B2-72, B3-50, B3-51, B3-53, B3-56, B5-01, B5-05, B5-07, B5-08, B5-13, B5-15, B5-17, B5-18, B5-19, B5-20, B5-25, B5-31, B5-32, B5-34, B5-35, B5-43, B5-49, C1-01	Compulsory acquisition of rights of access	Work No. 6

B3-33, B3-35, B3-17, B3-38, B3-15, B3-16, B3-18, B3-19, B3-21, B3-27	Compulsory acquisition of rights for the authorised development	Work No. 5
B3-22, B3-23, B3-24	Compulsory acquisition of rights of access	Work No. 5
B5-54, B5-55, B5--56	Compulsory acquisition of rights for the authorised development	Work Nos. 6, U56
B5-41, B5-42, B5-45, B5-47, C1-02, C1-16	Compulsory acquisition of rights of access	Work No. 7
B5-44, B5-46, B5-48, B5-52, B5-53, C1-03, C1-04, C1-12, C1-13, C1-15, C1-17, C1-18, C2-07, C2-07a, C2-08, C2-09, C2-10, C2-12, C2-14, C2-15, C3-13, C3-14, C3-16, C3-17, C3-18, C3-21, C3-22, C3-24, C4-03, C4-04, C4-08, C4-09, C4-11, C4-12, C4-13, C4-14, C4-16, C5-05, C5-06, C6-04, C6-05, C6-06, C7-01, C7-02, C7-04, C7-05, C8-07, C8-08, C8-09, C8-13, C8-20, C8-25, C8-27, C8-28, C8-29, C8-32, C9-01, C9-02, C9-03, C9-04, C9-05, C9-06, C9-07, C9-08, C9-10, C9-11, C9-13, C9-14, C9-15, C9-20, C9-21, C9-22, C9-23, C9-30, C9-43, C9-46, C9-47	Compulsory acquisition of rights for the authorised development	Work No. 7
C1-05, C1-06, C1-07, C1-08, C1-09, C1-09a, C1-10, C1-11, C1-14, C2-02, C2-03, C2-04, C2-05, C2-06, C2-11, C2-13, C2-16, C2-16a, C3-01, C3-02, C3-03, C3-04, C3-05, C3-06, C3-07, C3-08, C3-09, C3-10, C3-11, C3-12, C3-15, C3-19, C3-20, C3-23, C3-25, C3-26, C4-01, C4-02, C4-05, C4-06, C4-07, C4-10,	Compulsory acquisition of rights of access	Work No. 7

C4-15, C4-17, C4-18, C5-01, C5-02, C5-03, C5-07, C5-08, C6-01, C6-02, C6-03, C6-07, C6-08, C6-09, C6-10, C6-11, C7-03, C7-06, C7-07, C7-08, C7-09, C7-10, C7-11, C7-12, C8-01, C8-02, C8-03, C8-04, C8-05, C8-06, C8-10, C8-11, C8-12, C8-14, C8-15, C8-16, C8-17, C8-18, C8-19, C8-21, C8-22, C8-23, C8-24, C8-26, C8-30, C8-31, C8-33, C8-34, C9-09, C9-12, C9-16, C9-17, C9-18, C9-19, C9-24, C9-25, C9-26, C9-27, C9-31, C9-32, C9-34		
C9-29 -	Compulsory acquisition of rights for the authorised development -	Work Nos 7, U8 -
C9-33, C9-36, C9-38, C9-41, D1-02, D1-03, D1-12, D1-24, D1-31, D1-48, D1-50, D1-55, D1-58, D1-63, D1-79	Compulsory acquisition of rights of access	Work No. 8
C9-35, C9-39, C9-52, D1-01, D1-16	Compulsory acquisition of rights for the authorised development	Work Nos. 8, U79
C9-42, C9-44, C9-45	Compulsory acquisition of rights for the authorised development	Work Nos. 7, U67
C9-48, C9-49 , C9-50, C9-53	Compulsory acquisition of rights for the authorised development	Work Nos. 7, U8

D1-04, D1-08	To extinguish private rights of access	Work No. 8
D1-06, D1-07, D1-11, D1-13, D1-17, D1-20, D1-22, D1-36, D1-38, D1-40, D1-44, D1-45, D1-49, D1-64, D1-66	Compulsory acquisition of rights for the authorised development	Work No. 8
D1-10, D1-23, D1-27	Compulsory acquisition of rights for the authorised development	Work Nos. 8, U 8 ¹⁰
D1-25, D1-28, D1-29, D1-39, D1-42, D1-43, D1-46, D1-51, D1-52, D1-54, D1-56, D1-60, E1-03, E1-04, E1-06, E1-07, E1-08, E1-09, E1-10, E1-11, E2-01, E2-02, E2-03, E2-09, E2-10, E2-11, E3-01, E3-02, E3-03, E3-05, E3-06, E3-09, E3-10, E3-12, E3-14, E3-16, E3-20, E3-24, E3-25, E3-26, E3-27, E3-28, E3-29, E3-30, E3-31, E3-32, E4-01, E4-04, E4-06, E4-08, E4-13, E4-14, E4-15, E4-16, E4-17, E4-18, E4-19, E5-01, E5-02, E5-03, E5-04, E5-05, E5-06, E5-07, E5-08, E5-09, E5-18, E5-19, E5-20, E6-01, E6-02, E6-03, E6-04, E6-05, E6-06, E6-07, E6-08, E6-09, E6-11, E6-14, E6-15, E6-16, E6-17, E6-32, E6-33, E6-34, E6-35, E6-36, E6-37, E6-38, E6-39, E6-40, E7-01, E7-02, E7-03, E7-04, E7-07, E7-09, E7-11, E7-13, E7-13a, E7-14, E7-15, E7-26, E7-56, E7-57	Compulsory acquisition of rights of access	Work No. 9
D1-32, D1-57, E1-01, E1-02, E1-05, E2-04, E3-04, E3-07, E3-08, E3-11, E3-13, E3-15, E3-17, E3-18, E3-21, E3-22, E3-23, E3-23a, E3-36, E3-37, E3-38, E3-39, E3-39a, E3-44, E3-47, E4-02, E4-03, E4-05,	Compulsory acquisition of rights for the	Work No. 9

E4-07, E4-09, E4-10, E4-11, E5-10, E5-11, E5-12, E5-13, E5-14, E5-15, E5-16, E5-17, E5-21, E5-22, E6-10, E6-18, E6-19, E6-20, E6-21, E6-22, E6-23, E6-24, E6-25, E6-26, E6-27, E6-28, E6-29, E6-30, E7-05, E7-06, E7-08, E7-10, E7-12, E7-53, E7-54, E7-55	authorised development	
D1-59, D1-61, D1-67, D1-68, D1-74, D1-76	Compulsory acquisition of rights for the authorised development	Work Nos. 8, U 79
D1-71, D1-82	Compulsory acquisition of rights of access	Work Nos. 8, U 79
D1-84	Compulsory acquisition of rights for the authorised development	Work Nos. 8, U 84
E2-05, E2-08, E2-12, E2-13, E2-14, E2-15, E2-16, E2-17, E2-18	Compulsory acquisition of rights for the authorised development	Work Nos. 9, U 94
E3-19, E3-33, E3-34, E3-35, E3-40, E3-41, E3-41a, E3-42, E3-43	Compulsory acquisition of rights for the authorised development	Work Nos. 9, U1 02
E3-45, E3-46, E3-48, E3-49	Compulsory acquisition of rights for the	Work Nos. 9, U1 13

	authorised development	
E5-23	Compulsory acquisition of rights for the authorised development	Work Nos. 9, U124
E6-12, E6-41, E6-42, E6-43, E6-44, E6-45, E6-46, E6-47	Compulsory acquisition of rights for the authorised development	Work Nos. 9, U135
F1-01, F1-02, F1-11, F1-12	Compulsory acquisition of rights of access	Work No. 11
E7-17, E7-18, E7-20, E7-21, E7-22, E7-23, E7-24, E7-25, E7-31, E7-36, E7-39, F1-17, F1-19, F1-22, F1-24, F1-28, F1-30	Compulsory acquisition of rights of access	Work No. 10
E7-19, E7-28, E7-29, E7-30, E7-32, E7-33, E7-38, E7-38a, E7-40, E7-41, E7-41a, E7-44, E7-44a, E7-45, E7-46, E7-47, E7-48, E7-49, E7-50, E7-51, E7-52, F1-13, F1-14, F1-18, F1-20, F1-27, F1-33, F1-36, F1-39	Compulsory acquisition of rights for the authorised development	Work No. 10
F1-03, F1-04	Compulsory acquisition of rights for the authorised development	Work No. 11

189. Schedule 13 Land N/A
in Which New
Rights and
Restrictive
Covenants May
be Acquired

Deletion of plots for
acquisition of rights
in line with
approved Change
Application.
Consequential
update of U Work
cross references.

PART 2

NPG

City of York Council

E

<i>(1) Plot number of land shown on land plan</i>	<i>(2) Purpose for which rights over land may be acquired or restrictive covenants imposed</i>	<i>(3) Relevant part of the authorised development</i>
B1-65, B1-66	Compulsory acquisition of rights for the authorised development	Work Nos. 3, U2
B2-74, B2-75, B2-79	Compulsory acquisition of rights for the authorised development	Work Nos. 3, U3
B3-02, B3-07, B3-08, B3-09, B3-10, B3-13, B3-17, B3-65, B3-66	Compulsory acquisition of rights for the authorised development	Work Nos. 5, U4
B3-67, B3-68, B3-69, B3-70, B3-72	Compulsory acquisition of rights for the authorised development	Work Nos. 6, U4 5
B4-26	Compulsory acquisition of rights for the authorised development	Work Nos. 6, U4 5

190. Schedule 13 Land N/A
in Which New
Rights and
Restrictive
Covenants May
be Acquired

Deletion of plots for
acquisition of rights
in line with
approved Change
Application and the
removal of Work
No. U8 pursuant to
ISH4 Action Point
25.

North Yorkshire Council

E

<i>(1) Plot number of land shown on land plan</i>	<i>(2) Purpose for which rights over land may be acquired or restrictive covenants imposed</i>	<i>(3) Relevant part of the authorised development</i>
B1-60, B1-61, B1-63	Compulsory acquisition of rights for the authorised development	Work Nos. 2, U1

Consequential update of U Work cross references.

B5-50, B5-51	Compulsory acquisition of rights for the authorised development	Work No. 6
B5-54, B5-55, B5-56	Compulsory acquisition of rights for the authorised development	Work Nos. 6, U 56
C9-35, C9-39, C9-52, D1-01, D1-16, D1-30, D1-59, D1-61, D1-67, D1-68, D1-73, D1-74, D1-75, D1-76	Compulsory acquisition of rights for the authorised development	Work Nos. 8, U 79
C9-42, C9-44, C9-45	Compulsory acquisition of rights for the authorised development	Work Nos. 7, U 67
C9-48, C9-49, C9-50, C9-51	Compulsory acquisition of rights for the authorised development	Work Nos. 7, U8
E2-05, E2-08, E2-12, E2-13, E2-14, E2-15, E2-16, E2-17, E2-18	Compulsory acquisition of rights for the authorised development	Work Nos. 9, U 94
E3-19, E3-33, E3-34, E3-35, E3-40, E3-41, E3-41a, E3-42, E3-43	Compulsory acquisition of rights for the authorised development	Work Nos. 9, U 102
E3-45, E3-46, E3-48, E3-49	Compulsory acquisition of rights for the authorised development	Work Nos. 9, U 113
E5-23	Compulsory acquisition of rights for the authorised development	Work Nos. 9, U 124
E6-12, E6-41, E6-42, E6-43, E6-44, E6-46, E6-47	Compulsory acquisition of rights for the authorised development	Work Nos. 9, U 135

E7-30, E7-38a, E7-41a, E7-44a	Compulsory acquisition of rights for the authorised development	Work No. 10
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191. Schedule 13 Land in Which New Rights and Restrictive Covenants May be Acquired

N/A

Consequential update of U Work cross references.

PART 3

NGN

North Yorkshire Council

E

<i>(1) Plot number of land shown on land plan</i>	<i>(2) Purpose for which rights over land may be acquired or restrictive covenants imposed</i>	<i>(3) Relevant part of the authorised development</i>
D1-10	Compulsory Acquisition of Rights for Authorised Development	Work Nos. 8, U 840
D1-15, D1-19, D1-84	Compulsory Acquisition of Rights for Authorised Development	Work Nos. 8, U 840

192. Schedule 14 Traffic Regulation

N/A

Deletion of TRO in line with approved Change Application.

<i>Highway Authority</i>	<i>(1) Road</i>	<i>(2) Extent as shown on the traffic regulation order plan</i>	<i>(3) Note</i>
City of York Council and North Yorkshire Council	Plainville Lane and Bull Lane	Between points TR01, and TR02 as shown on Section B, Sheet 1.	Prohibition of vehicular access at any time. No waiting restriction between 07:00am to 07:00pm Monday to Sunday.
North Yorkshire Council	U1720 (ORPA)	Between points TR03 and TR04 as	Prohibition of vehicular access at any time. No waiting restriction between

E

		shown on Section B, Sheet 1.	07:00am to 07:00pm Monday to Sunday.
North Yorkshire Council/City of York Council	Corban Lane	Between points TR05 and TR06 as shown on Section B, Sheet 1.	Prohibition of vehicular access at any time. No waiting restriction between 07:00am to 07:00pm Monday to Sunday.
North Yorkshire Council	A19	Between points TR07 and TR08 as shown on Section B, Sheet 2.	Prohibition of vehicular access at any time. No waiting restriction between 07:00am to 07:00pm Monday to Sunday.
North Yorkshire Council	Overton Road	Between points TR09 and TR10 as shown on Section B, Sheets 2 and 3.	Prohibition of vehicular access at any time. No waiting restriction between 07:00am to 07:00pm Monday to Sunday.
North Yorkshire Council/City of York Council	Stripe Lane	Between points TR11 and TR12 as shown on Section B, Sheet 3.	Prohibition of vehicular access at any time. No waiting restriction between 07:00am to 07:00pm Monday to Sunday.
City of York Council	A19	Between points TR13 and TR14 as shown on Section B, Sheet 3.	Prohibition of vehicular access at any time. No waiting restriction between 07:00am to 07:00pm Monday to Sunday.
City of York Council	Common Croft Lane	Between points TR15 and TR16 as shown on Section B, Sheet 4.	Prohibition of vehicular access at any time. No waiting restriction between 07:00am to 07:00pm Monday to Sunday.
North Yorkshire Council	Church Lane	Between points TR17 and TR18 as	Prohibition of vehicular access at any time. No

		shown on Section C, Sheet 1.	waiting restriction between 07:00am to 07:00pm Monday to Sunday.
North Yorkshire Council	A59	Between points TR19 and TR20 as shown on Section C, Sheet 1.	Prohibition of vehicular access at any time. No waiting restriction between 07:00am to 07:00pm Monday to Sunday.
North Yorkshire Council	Marston Lane	Between points TR21 and TR22 as shown on Section C, Sheet 2.	Prohibition of vehicular access at any time. No waiting restriction between 07:00am to 07:00pm Monday to Sunday.
North Yorkshire Council	Atterwith Lane	Between points TR23 to TR24 as shown on Section C, Sheet 3.	Prohibition of vehicular access at any time. No waiting restriction between 07:00am to 07:00pm Monday to Sunday.
North Yorkshire Council	Tockwith Road	Between the point TR25 and TR26 as shown on Section C, Sheet 3.	Prohibition of vehicular access at any time. No waiting restriction between 07:00am to 07:00pm Monday to Sunday.
North Yorkshire Council	B1224	Between the point TR27 and TR28 as shown on Section C, Sheet 4.	Prohibition of vehicular access at any time. No waiting restriction between 07:00am to 07:00pm Monday to Sunday.
North Yorkshire Council	Healaugh Lane	Between the point TR29 and TR30 as shown on Section C, Sheet 4.	Prohibition of vehicular access at any time. No waiting restriction between 07:00am to 07:00pm Monday to Sunday.

North Yorkshire Council	Wighill Lane	Between the point TR31 and TR32 as shown on Section C, Sheet 6.	Prohibition of vehicular access at any time. No waiting restriction between 07:00am to 07:00pm Monday to Sunday.
North Yorkshire Council	Wighill Lane	Between the point TR33 and TR34 as shown on Section C, Sheet 8.	Prohibition of vehicular access at any time. No waiting restriction between 07:00am to 07:00pm Monday to Sunday.
North Yorkshire Council	A659	Between the point TR35 and TR36 as shown on Section C, Sheet 8.	Prohibition of vehicular access at any time. No waiting restriction between 07:00am to 07:00pm Monday to Sunday.
North Yorkshire Council	A659	Between the point TR37 and TR38 as shown on Section C, Sheet 9.	Prohibition of vehicular access at any time. No waiting restriction between 07:00am to 07:00pm Monday to Sunday.
North Yorkshire Council	Garnett Lane	Between the point TR39 and TR40 as shown on Section D, Sheet 1.	Prohibition of vehicular access at any time. No waiting restriction between 07:00am to 07:00pm Monday to Sunday.
North Yorkshire Council	A659	Between the point TR41 and TR42 as shown on Section D, Sheet 1.	Prohibition of vehicular access at any time. No waiting restriction between 07:00am to 07:00pm Monday to Sunday.
Leeds City Council	Warren Lane	Between the point TR43 and TR44 as shown on Section D, Sheet 2.	Prohibition of vehicular access at any time. No waiting restriction between

			07:00am to 07:00pm Monday to Sunday.
National Highways	A64	Between the point TR45 and TR46 as shown on Section D, Sheet 1.	Prohibition of vehicular access at any time. No waiting restriction between 07:00am to 07:00pm Monday to Sunday.
National Highways	A659/A64 Westbound Onslip	Between the point TR47 and TR48 as shown on Section D, Sheet 1.	Prohibition of vehicular access at any time. No waiting restriction between 07:00am to 07:00pm Monday to Sunday.
North Yorkshire Council	B1217	Between the points TR49 and TR50 as shown on Section E, Sheet 3.	Prohibition of vehicular access at any time. No waiting restriction between 07:00am to 07:00pm Monday to Sunday.
North Yorkshire Council	Coldhill Lane	Between the points TR51 and TR52 as shown on Section E, Sheet 3.	Prohibition of vehicular access at any time. No waiting restriction between 07:00am to 07:00pm Monday to Sunday.
North Yorkshire Council	Coldhill Lane	Between the points TR53 and TR54 as shown on Section E, Sheet 4.	Prohibition of vehicular access at any time. No waiting restriction between 07:00am to 07:00pm Monday to Sunday.
North Yorkshire Council	Laith Staid Lane	Between the points TR55 and TR56 as shown on Section E, Sheet 5.	Prohibition of vehicular access at any time. No waiting restriction between 07:00am to 07:00pm Monday to Sunday.
North Yorkshire Council	B1222	Between the points TR57 and TR58 as	Prohibition of vehicular access at any time. No

		shown on Section E, Sheet 5.	waiting restriction between 07:00am to 07:00pm Monday to Sunday.
North Yorkshire Council	B1222	Between the points TR59 and TR60 as shown on Section E, Sheet 6.	Prohibition of vehicular access at any time. No waiting restriction between 07:00am to 07:00pm Monday to Sunday.
North Yorkshire Council	Whitecote Lane	Between the points TR61 and TR62 as shown on Section E, Sheet 6.	Prohibition of vehicular access at any time. No waiting restriction between 07:00am to 07:00pm Monday to Sunday.
North Yorkshire Council	Westfield Lane	Between the points TR63 and TR64 as shown on Section E, Sheet 7.	Prohibition of vehicular access at any time. No waiting restriction between 07:00am to 07:00pm Monday to Sunday.
North Yorkshire Council	A63	Between the points TR65 and TR66 as shown on Section E, Sheet 7.	Prohibition of vehicular access at any time. No waiting restriction between 07:00am to 07:00pm Monday to Sunday.
North Yorkshire Council	Rawfield Lane	Between the points TR67 and TR68 as shown on Section F, Sheet 1.	Prohibition of vehicular access at any time. No waiting restriction between 07:00am to 07:00pm Monday to Sunday.

193. Schedule 15 Protective Provisions, Part 6	National Highways	Update to Protective Provisions based on ongoing discussions with National Highways.	<p>Interpretation</p> <p>60.—(1) Where the terms defined in article 2 (interpretation) of this Order are inconsistent with subparagraph (2) the latter prevail.</p> <p>(2) In this Part of this Schedule—</p> <p>“as built information” means one electronic copy of the following information—</p> <p>(a) as constructed drawings in both PDF and AutoCAD DWG formats for anything designed by the undertaker; in compliance with Interim Advice Note 184 or any successor document;</p> <p>(b) list of suppliers and materials used, as well as any relevant test results and CCTV surveys (if required to comply with DMRB standards);</p> <p>(c) product data sheets and technical specifications for all materials used;</p> <p>(d) as constructed information for any utilities discovered or moved during the works;</p> <p>(e) methos statements for the works carried out;</p> <p>(f) in relation to road lighting, signs, and traffic signals any information required by Series 1300 and 1400 of the Specification for Highway Works or any replacement or modification of it;</p> <p>(g) organisation and methods manuals for all products used;</p> <p>(h) a constructed programme;</p> <p>(i) test results and records as required by the highway details design information and during construction phase of the project;</p> <p>(j) a stage 3 road safety audit subject to any exceptions to the road safety audit standard as agreed by the undertaker and National Highways;</p> <p>(k) the health and safety file; and</p> <p>(l) such other information as is required by National Highways to be used to update all relevant databases and to ensure compliance with National Highway’s Asset Data Management Manual as is in operation at the relevant time;</p> <p>“the bond sum” means the sum equal to 200% of the cost of the carrying out the specified works (to include all costs plus any commuted sum) or such other sum agreed between the undertaker and National Highways;</p> <p>“the cash surety” means the sum agreed between the undertaker and National Highways;</p> <p>“commuted sum” means such sum calculated in accordance with FS Guidance S278 Commuted Lump Sum Calculation Method dated 18 January 2010 or any successor</p>	E
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guidance, for which an estimate is to be provided prior to the commencement of the specified works, to be used to fund the future cost of maintaining the specified works;

“condition survey” means a survey of the condition of National Highways structures and assets within the Order limits that may be affected by the specified works;

“contractor” means any contractor or subcontractor appointed by the undertaker to carry out the specified works;

“defects period” means the period from the date of the provisional certificate to the date of the final certificate which shall be no less than 12 months from the date of the provisional certificate;

“reconducting detailed design information” means such of the following drawings specifications and calculations as are relevant to the development—

(a) site clearance details;

(b) boundary, environmental and mitigation fencing;

(c) drainage and ducting as required by DMRB CD 535 Drainage asset data and risk management and DMRB CS551 Drainage Surveys standards for Highways;

(d) traffic signs and road markings;

(e) stage 1 and stage 2 road safety audits and exceptions agreed;

(f) topographical survey;

(g) maintenance and repair strategy in accordance with DMRB GD304 Designing health and safety into maintenance or any replacement or modification of it;

(h) health and safety information including any asbestos survey required by GG105 or any successor document; and

(i) other such information that may be required by National Highways to be used to inform the detailed design of the specified works;

“highway detailed design information” means such of the following drawings specifications and calculations as are relevant to the development—

(a) site clearance details;

(b) boundary, environmental and mitigation fencing;

(c) road restraints systems and supporting road restraint risk appraisal process assessment;

(d) drainage and ducting as required by DMRB CD 535 Drainage asset data and risk management and DMRB CS551 Drainage surveys – standards for Highways

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- (e) earthworks including supporting geotechnical assessments required by DMRB CD622 Managing geotechnical risk and any required strengthened earthworks appraisal form certification;
 - (f) pavement, pavement foundations, kerbs, footways and paved areas;
 - (g) traffic signs and road markings;
 - (h) traffic signal equipment and associated signal phasing and timing detail;
 - (i) road lighting (including columns and brackets);
 - (j) regime of California Bearing Ratio testing;
 - (k) electrical work for road lighting, traffic signs and signals;
 - (l) motorway communications as required by DMRB;
 - (m) highway structures and any required structural approval in principle;
 - (n) landscaping;
 - (o) proposed departures from DMRB standards;
 - (p) walking, cycling and horse riding assessment and review report;
 - (q) stage 1 and stage 2 road safety audits and exceptions agreed;
 - (r) utilities diversions;
 - (s) topographical survey;
 - (t) maintenance and repair strategy in accordance with DMRB GD304 Designing health and safety into maintenance or any replacement or modification of it;
 - (u) health and safety information including any asbestos survey required by GG105 or any successor document; and
 - (v) other such information that may be required by National Highways to be used to inform the detailed design of the specified works;
- “DBFO contract” means the contract between National Highways and the highway operations and maintenance contractor for the maintenance and operation of parts of the strategic road network which are within the Order Limits or any successor or replacement contract that may be current at the relevant time;
- “DMRB” means the Design Manual for Roads and Bridges or any replacement or modification of it;
- “final certificate” means the certificate relating to those aspects of the specified works that have resulted in any alteration to the strategic road network to be issued by National Highways pursuant to paragraph 72;
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“the health and safety file” means the file or other permanent record containing the relevant health and safety information for the authorised development required by the Construction Design and Management Regulations 2015 (or such updated or revised regulations as may come into force from time to time);

“highway operations and maintenance contractor” means the contractor appointed by National Highways under the DBFO contract;

“nominated persons” means the undertaker’s representatives or the contractor’s representatives on site during the carrying out of the specified works as notified to National Highways from time to time;

“programme of works” means a document setting out the sequence and timetabling of the specified works;

“provisional certificate” means the certificate of provisional completion relating to those aspects of the specified works that have resulted in any alteration to the strategic road network to be issued by National Highways in accordance with paragraph 68 when it considers the specified works are substantially complete and may be opened for traffic;

“road safety audit” means an audit carried out in accordance with the road safety audit standard;

“road safety audit standard” means DMRB Standard HD GG119 or any replacement or modification of it;

“road space booking” means road space bookings in accordance with National Highways’ Asset Management Operational Requirements (AMOR) including Network Occupancy Management System (NOMS) used to manage road space bookings and network occupancy;

“Specification for Highways Works” means the specification for highways works forming part of the manual of contract documents for highway works published by National Highways and setting out the requirements and approvals procedures for work, goods or materials used in the construction, improvement or maintenance of the strategic road network;

“specified works” means so much of any work, including highway works and signalisation, authorised by this Order including any maintenance of that work, as is on, in, under or over the strategic road network for which National Highways is the highway authority;

“strategic road network” means any part of the road network including trunk roads, special roads or ~~streets~~street for which National Highways is the highway authority

			<p>including drainage infrastructure, street furniture, verges and vegetation and all other land, apparatus and rights located in, on, over or under the highway; and</p> <p>“utilities” means any pipes wires cables or equipment belonging to any person or body having power or consent to undertake street works under the New Roads and Street Works Act 1991; and</p> <p>“winter maintenance” means maintenance of the road surface to deal with snow and ice.</p> <p>(3) References to any standards, manuals, contracts, Regulations and Directives including to specific standards forming part of the DMRB are, for the purposes of this Part of this Schedule, to be construed as a reference to the same as amended, substituted substitutes or replaced, and with such modifications as are required in those circumstances.</p>	
194. Schedule 15 Protective Provisions, Part 6	National Highways	Update to Protective Provisions based on ongoing discussions with National Highways.	<p>General</p> <p>61. In respect of any part of the strategic road network that is managed under a DBFO contract both National Highways and the highway operations and maintenance contractor shall have the benefit of this Part of Schedule 15 but for the purposes of any approvals required under this Part of Schedule 15 the undertaker shall liaise directly with National Highways.</p>	E
195. Schedule 15 Protective Provisions, Part 6	National Highways	Update to Protective Provisions based on ongoing discussions with National Highways.	<p>61.62. Notwithstanding the limits of deviation permitted pursuant to article 5 (limits of deviation) of this Order, no works in carrying out, maintaining or diverting the authorised development may be carried out on, under or over the strategic road network at a distance, when constructed, within 45.5 metres vertically of the lowest point of the ground unless with the express consent of National Highways.</p>	E

196. Schedule 15 Protective Provisions, Part 6	National Highways	Update to Protective Provisions based on ongoing discussions with National Highways.	62.63. References to any standards, manuals, contracts, regulations and directives including to specific standards forming part of the DMRB are, for the purposes of this Part of this Schedule, to be construed as a reference to the same as amended, substituted or replaced, and with such modifications as are required in those circumstances.	E
197. Schedule 15 Protective Provisions, Part 6	National Highways	Update to Protective Provisions based on ongoing discussions with National Highways.	Works outside the Order limits 63.64. If the undertaker proposes proposed to carry out works to the strategic road network that are outside of the Order Limits in connection with the authorised development, the undertaker must enter into an agreement with National Highways in respect of the carrying out of those works prior to the commencement of those works.	E
198. Schedule 15 Protective Provisions, Part 6	National Highways	Update to Protective Provisions based on ongoing discussions with National Highways.	Construction of the specified works Prior approvals and security 64.—(1) The undertaker must give National Highways 28 days’ notice in writing In respect of any specified works being at least, when constructed, 5.5 metres above the surface of the date on which the specified works will start unless otherwise agreed by National Highways. 65.For specified works which are in, on or over the strategic road network for which National Highways is the highway authority, the notice referred to in subparagraph (1) must include the following details unless otherwise agreed by National Highways; such works must not commence until— (a) Evidence that a stage 1 and stage 2 road safety audit has been carried out and all recommendations raised by them or any exceptions are approved by National Highways; (b) the programme of works has been approved by National Highways; (c) the reconductoring detailed design of the specified works comprising of the following details, insofar as considered relevant by National Highways, has been submitted to and approved by National Highways—	E

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- (i) the detailed design information, including scaffolding to oversail the strategic road network, incorporating all recommendations and any exceptions approved by National Highways under sub-paragraph (a);
 - (ii) details of the proposed road space bookings;
 - (iii) the identity and suitability of the contractor and nominated persons;
 - (iv) a process for stakeholder liaison, with key stakeholders to be identified and agreed between National Highways and the undertaker;
 - (v) information demonstrating that the walking, cycling and horse riding assessment and review process undertaken by the undertaker in relation to the specified works has been adhered to in accordance with DMRB GG142 – Designing for walking, cycling and horse riding; and
- (d) where necessary, a scheme of traffic management has been submitted by the undertaker and approved by National Highways such scheme to be capable of amendment by agreement between the undertaker and National Highways from time to time.,

unless otherwise agreed by National Highways.

(2) In respect of specified works save for those which fall under sub-paragraph (1), such works must not commence until—

- (a) a stage 1 and stage 2 road safety audit has been carried out and all recommendations raised by them or any exceptions are approved by National Highways;
- (b) the programme of works has been approved by National Highways;
- (c) the detailed design of the specified works comprising of the following details, insofar as considered relevant by National Highways, has been submitted to and approved by National Highways—
 - (i) the highway detailed design information, incorporating all recommendations and any exceptions approved by National Highways under sub-paragraph (a)
 - (ii) details of the proposed road space bookings;
 - (iii) the identity and suitability of the contractor and nominated persons;
 - (iv) a process for stakeholder liaison, with key stakeholders to be identified and agreed between National Highways and the undertaker;
 - (v) information demonstrating that the walking, cycling and horse riding assessment and review process undertaken by the undertaker in relation to the specified works has been adhered to in accordance with DMRB GG142 – Designing for walking, cycling and horse riding; and

(d) a scheme of traffic management has been submitted by the undertaker and approved by National Highways such scheme to be capable of amendment by agreement between the undertaker and National Highways from time to time;

(e) stakeholder liaison has taken place in accordance with the process for such liaison agreed between the undertaker and National Highways under sub-paragraph (c)(v) above;

(f) National Highways has approved the audit brief and CVs for all road safety audits and exceptions to items raised in accordance with the road safety audit standard;

(g) the undertaker has agreed the estimate of the commuted sum with National Highways;

(h) the scope of all maintenance operations (routine inspections, incident management, reactive and third party damage) to be carried out by the undertaker during the construction of the specified works (which must include winter maintenance) has been agreed in writing by National Highways;

(i) the undertaker has procured to National Highways collateral warranties in a form approved by National Highways from the contractor and designer of the specified works in favour of National Highways to include covenants requiring the contractor and designer to exercise all reasonable skill care and diligence in designing and constructing the specified works, including in the selection of materials, goods, equipment and plant; and

(j) a condition survey and regime of monitoring of any National Highways assets or structures that National Highways considers will be affected by the specified works, has been agreed in writing by National Highways,

unless otherwise agreed by National Highways.

(3) National Highways must prior to the commencement of the specified works inform the undertaker of the identity of the person who will act as a point of contact on behalf of National Highways for consideration of the information required under sub-paragraph (1) or (2).

(4) Any approval of National Highways required under this paragraph—

(a) must not be unreasonably withheld;

(b) must be given in writing;

(c) may be subject to any conditions as National Highways considers necessary;

(d) in respect of any approval under sub-paragraph (1), must be given by the end of the period of 28 days, beginning with the date on which any request for approval has been

			<p>made and if National Highways has not intimated disapproval of those works and the grounds of disapproval within that period, the undertaker may serve upon National Highways written notice requiring National Highways to intimate approval or disapproval within a further period of 28 days beginning with the date upon which National Highways receives written notice from the undertaker; and</p> <p>(e) in respect of any approval under sub-paragraph (2), shall be deemed to have been refused if neither given nor refused within 56 days of receipt of the information for approval or, where further particulars are requested by National Highways within 56 days of receipt of the information to which the request for further particulars relate.</p> <p>(5) Any change to the identity of the contractor and/or designer of the specified works will be notified to National Highways immediately and details of their suitability to deliver the specified works will be provided on request.</p> <p>(6) Any change to the detailed design of the specified works must be approved by National Highways in accordance with this paragraph.</p>	
199. Schedule 15 Protective Provisions, Part 6	National Highways	Update to Protective Provisions based on ongoing discussions with National Highways.	<p>Construction of the specified works</p> <p>66.—(1) The undertaker must give National Highways 28 days’ notice in writing of the date on which the specified works will start unless otherwise agreed by National Highways.</p> <p>(2) The undertaker must comply with National Highways’ road space booking procedures prior to and during the carrying out of the specified works and no specified works for which a road space booking is required shall commence without a road space booking having first been secured from National Highways.</p> <p>(3) The specified works must be carried out by the undertaker to the satisfaction of National Highways in accordance with—</p> <p>(a) the relevant detailed design information and programme of works approved pursuant to sub-paragraph 65(1) or (2) aboveas appropriate or as subsequently varied by agreement between the undertaker and National Highways;</p> <p>(b) the DMRB, the Manual of Contract Documents for Highway Works, including the Specification for Highway Works, together with all other relevant standards as required by National Highways to include, inter alia; all relevant interim advice notes, the Traffic Signs Manual and the Traffic Signs Regulations and General Directions 2016 save to the extent that exceptions from those standards apply which have been approved by National Highways; and</p> <p>(c) all aspects of the Construction (Design and Management) Regulations 2015 or any statutory amendment or variation of the same and in particular the undertaker, as client,</p>	E

must ensure that all client duties (as defined in the said regulations) are undertaken to the satisfaction of National Highways.

(4) The undertaker must permit and must require the contractor to permit at all reasonable times persons authorised by National Highways (whose identity must have been previously notified to the undertaker by National Highways) to gain access to the specified works for the purposes of inspection and supervision of the specified works.

(5) If any part of the specified works is constructed-

(a) other than in accordance with the requirements of this Part of this Schedule; or

(b) in a way that causes damage to the strategic road network,

(c) National Highways acting properly and reasonably may by notice in writing require the undertaker, at the undertaker's own expense, to comply promptly with the requirements of this Part of this Schedule or remedy any damage-notified to the undertaker under this Part of this Schedule, to the reasonable satisfaction of National Highways.

(6) If during the carrying out of the authorised development the undertaker or its appointed contractors or agents causes damage to the strategic road network then National Highways acting properly and reasonably may by notice in writing require the undertaker, at its own expense, to remedy the damage.

(7) If within 28 days on which a notice under sub-paragraph (6) or sub-paragraph (7) is served on the undertaker (or in the event of there being, in the opinion of National Highways, a danger to road users, within such lesser period as National Highways may stipulate), the undertaker has failed to take the steps required by that notice, National Highways may carry out the steps required of the undertaker and may recover any expenditure incurred by National Highways in so doing...

(8) Nothing in this Part of this Schedule prevents National Highways from carrying out any work or taking any such action as it reasonably believes to be necessary as a result of or in connection with the carrying out or maintenance of the authorised development without prior notice to the undertaker in the event of an emergency or to prevent the occurrence of danger to the public and National Highways may recover any expenditure it reasonably incurs in so doing.

(9) In constructing the specified works, the undertaker must at its own expense divert or protect all utilities and all agreed alterations and reinstatement of highway over existing utilities must be constructed to the reasonable satisfaction of National Highways.

(10) During the construction of the specified works approved under paragraph 65(2), the undertaker must carry out all maintenance (including winter maintenance) in

accordance with the scope of maintenance operations agreed by National Highways pursuant to paragraph 65(2)(h) and the undertaker must carry out such maintenance at its own cost.

~~(10)~~(11) The undertaker must notify National Highways if it fails to complete the specified works in accordance with the agreed programme pursuant to sub-paragraph 65(1)(b) or 65(2)(b) of this Part or suspends the carrying out of any specified work beyond a reasonable period of time and National Highways reserves the right to withdraw any road space booking granted to the undertaker to ensure compliance with its network occupancy requirements.

~~(11) Any approval of National Highways required under this paragraph-~~

~~(d) must not be unreasonably withheld;~~

~~(e) must be given in writing;~~

~~(f) may be subject to any conditions as National Highways considers necessary;~~

~~(g) where in respect of any specified works being at least 4 metres above the surface of the strategic road network:~~

~~(i) — by the end of the period of 28 days beginning with the date on which any request for approval has been made National Highways has not intimated disapproval of those works and the grounds of disapproval;~~

~~(ii) — the undertaker may serve upon National Highways written notice requiring National Highways to intimate approval or disapproval within a further period of 28 days beginning with the date upon which National Highways receives written notice from the undertaker whereupon at the expiry of the further 28 days National Highways has not intimated approval or disapproval;~~

~~(iii) — National Highways is deemed to have approved the specified works; and~~

~~(h) in respect of any other approval shall be deemed to have been refused if neither given nor refused within 56 days of the receipt of the information for approval or, where further particulars are requested by National Highways within 56 days of receipt of the information to which the request for further particulars relates.~~

200. Schedule 15 Protective Provisions, Part 6	National Highways	Update to Protective Provisions based on ongoing discussions with National Highways.	<p>Payments</p> <p>66.67.—(1) The undertaker must pay to National Highways a sum equal to the whole of any reasonable and proper costs and expenses which National Highways incurs (including costs and expenses for using internal or external staff and costs relating to any work which becomes abortive) in relation to the specified works and in relation to any approvals sought under this Order, or otherwise incurred under this Part, including—</p> <ul style="list-style-type: none"> (a) the checking and approval of the information required under paragraph 4(2);65; (b) the supervision of the specified works; (c) the checking and approval of the information required to determine approvals under this Order; (d) all costs in relation to the transfer of any land required for the specified works; and (e) all legal and administrative costs and disbursements incurred by National Highways in connection with the Order and sub-paragraphs (a)-(d); and (f) any value added tax which is payable by National Highways in respect of such costs and expenses and for which it cannot obtain reinstatement from HM Revenue and Customs, <p>together comprising “the NH costs”.</p> <p>(2) The undertaker must pay to National Highways upon demand and prior to such costs being incurred the total costs that National Highways believe will be properly and necessarily incurred by National Highways in undertaking any statutory procedure or preparing and bringing into force any traffic regulation order or orders necessary to carry out or for effectively implementing the authorised development.</p> <p>(3) National Highways must provide the undertaker with a schedule showing its estimate of the NH costs prior to the commencement of the specified works and the undertaker must pay to National Highways the estimate of the NH costs prior to commencing the specified works and in any event prior to National Highways incurring any cost but the absence of such estimate will not inhibit the commencement of the specified works by the undertaker.</p> <p>(4) If at any time after the payment referred to in sub-paragraph (3) has become payable, National Highways reasonably believes that the NH costs will exceed the estimated NH costs it may give notice to the undertaker of the amount that it believes the NH costs will exceed the estimate of the NH costs (the excess) and the undertaker must pay to National Highways within 42 days of the date of the notice a sum equal to the excess.</p>	E
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~~(4)~~(5) National Highways must give the undertaker a final account of the NH costs referred to in sub- paragraph (1) above within 91 days of the ~~completion of the specified works~~ issue of the provisional certificate issued pursuant to paragraph 68(4).
 (6) Within 42 days of the issue of the final account,;
 (a) if the final account shows a further sum as due to National Highways the undertaker must pay to National Highways the sum shown due to it;
 (b) if the account shows that the payment or payments previously made by the undertaker have exceeded the costs incurred by National Highways, National Highways must refund the difference to the undertaker.
 (7) If any payment due under any of the provisions of this Part of this Schedule is not made on or before the date on which it falls due the party from whom it was due must at the same time as making the payment pay to the other party interest at 3% above the Bank of England base lending rate from time to time being in force for the period starting on the date upon which the payment fell due and ending with the date of payment of the sum on which interest is payable together with that interest.

201. Schedule 15 Protective Provisions, Part 6	National Highways	Update to Protective Provisions based on ongoing discussions with National Highways.	Provisional Certificate	E
<p>68.—(1) Following any closure or partial closure of any of the strategic road network for the purposes of carrying out the specified works, National Highways will carry out a site inspection to satisfy itself that the strategic road networks is, in its opinion, safe for traffic and the undertaker must comply with any requirements of National Highways prior to reopening the strategic road network.</p> <p>(2) As soon as the undertaker considers that the provisional certificate may be properly issued it must apply to National Highways for the provisional certificate.</p> <p>(3) Following an application for a provisional certificate, National Highways must as soon as reasonably practicable—</p> <p>(a) inspect the specified works; and</p> <p>(b) provide the undertaker with a written list of works that are required for the provisional certificate to be issued or confirmation that no further works are required for this purpose.</p> <p>(4) When—</p> <p>(a) a stage 3 road safety audit for the specified works has been carried out and all recommendations raised including remedial works have (subject to any exceptions agreed) been approved by National Highways;</p>				

(b) the specified works incorporating the approved remedial works under sub-paragraph (4)(a) and any further works notified to the undertaker pursuant to sub-paragraph 10(3)(b) have been completed to the satisfaction of National Highways;

(c) the as built information has been provided to National Highways; and

(d) in respect of any specified works captured by paragraph 65(2), the undertaker has paid the commuted sum to National Highways,

National Highways must issue the provisional certificate.

(5) On the issue of the provisional certificate the bond sum (if applicable) shall be reduced to 20% of the total bond sum save insofar as any claim or claims have been made against the bond before that date in which case National Highways will retain a sufficient sum to ensure it does not have to meet any costs for or arising from the specified works.

(6) The undertaker must submit a stage 4 road safety audit as required by and in line with the timescales stipulated in the road safety audit standard. The undertaker must comply with the findings of the stage 4 road safety audit and must pay all costs of and incidental to such and provide updated as-built information to National Highways.

202. Schedule 15 Protective Provisions, Part 6	National Highways	Update to Protective Provisions based on ongoing discussions with National Highways.	<p>Opening</p> <p>69. The undertaker must notify National Highways not less than 56 days in advance of the intended date of opening to the public of the strategic road network and the undertaker must notify National Highways of the actual date the strategic road network will be opened to the public within 14 days of that date.</p>	E
203. Schedule 15 Protective Provisions, Part 6	National Highways	Update to Protective Provisions based on ongoing discussions with National Highways.	<p>Final condition survey</p> <p>70.—(1) In respect of any specified works approved under paragraph 65(2)—</p> <p>(2) The undertaker must, as soon as reasonably practicable after making its application for a provisional certificate pursuant to paragraph 68(2), arrange for the highways structures and assets that were the subject of the condition survey to be re-surveyed and must submit the re-survey to National Highways for its approval. The re-survey will include a renewed geotechnical assessment required by DMRB CD622 if the specified works include any works beneath the strategic road network.</p>	E

- (3) If the re-survey carried out pursuant to paragraph 70(1) indicates that any damage has been caused to a structure or asset, the undertaker must submit a scheme for remedial works in writing to National Highways for its approval in writing and the undertaker must carry out the remedial works at its own cost and in accordance with the scheme submitted.
- (4) If the undertaker fails to carry out the remedial work in accordance with the approved scheme, National Highways may carry out the steps required of the undertaker and may recover any expenditure it reasonably incurs in so doing.
- (5) National Highways may, at its discretion, at the same time as giving its approval to the re- surveys pursuant to paragraph 70(1) give notice in writing that National Highways will remedy any damage identified in the re-surveys and National Highways may recover any expenditure it reasonably incurs in so doing.
- (6) The undertaker must make available to National Highways upon request copies of any survey or inspection reports produced pursuant to any inspection or survey of any specified work following its completion that the undertaker may from time to time carry out.

204. Schedule 15
Protective
Provisions,
Part 6

National
Highways

Update to
Protective
Provisions based
on ongoing
discussions with
National Highways.

Defects Period

- 71.—(1) In respect of any specified works approved under paragraph 65(2)—
- (2) The undertaker must at its own expense remedy any defects in the strategic road network as are reasonably required by National Highways to be remedied during the defects period. All identified defects must be remedied in accordance with the following timescales—
 - (a) in respect of matters of urgency, within 24 hours of receiving notification for the same (urgency to be determined at the absolute discretion of National Highways);
 - (b) in respect of matters which National Highways considers to be serious defects or faults, within 14 days of receiving notification of the same; and
 - (c) in respect of all other defects notified to the undertaker, within 4 weeks of receiving notification of the same.
- (3) Following the expiry of the defects period National Highways has responsibility for routine maintenance of the strategic road network save for any soft landscaping works which must be established and which must thereafter be maintained for a period of 3 years by and at the expense of the undertaker.

E

205. Schedule 15 Protective Provisions, Part 6	National Highways	Update to Protective Provisions based on ongoing discussions with National Highways.	<p>Final Certificate</p> <p>72.—(1) In respect of any specified works approved under paragraph 65(2)—</p> <p>(a) the undertaker must apply to National Highways for the final certificate no sooner than 12 months from the date of the provisional certificate.</p> <p>(b) following receipt of the application for the final certificate, National Highways must as soon as reasonably practicable:</p> <p>(i) inspect the strategic road network; and</p> <p>(ii) provide the undertaker with a written list of any further works required to remedy or make good any defect or damage in the strategic road network or confirmation that no such works are required for this purpose.</p> <p>(c) The undertaker must carry out such works notified to it pursuant to sub-paragraph 14(2).</p> <p>(d) When National Highways is satisfied that:</p> <p>(i) any defects or damage arising from defects during the defects period and any defects notified to the undertaker pursuant to sub-paragraph 14(2) and any remedial works required as a result of the stage 4 road safety audit have been made good to the satisfaction of National Highways; and</p> <p>(ii) the NH costs have been paid to National Highways in full;</p> <p>(iii) National Highways must issue the final certificate after which the bond shall be released in full.</p> <p>(e) The undertaker must pay to National Highways within 42 days of demand the costs reasonably incurred by National Highways in identifying the defects and supervising and inspecting the undertaker’s work to remedy the defects that it is required to remedy pursuant to these provisions.</p> <p>(2) In respect of any specified works approved under paragraph 65(1), the undertaker may apply for a final certificate at any time following issue of the provisional certificate, whereupon National Highways must issue a final certificate forthwith.</p>	E
206. Schedule 15 Protective Provisions, Part 6	National Highways	Update to Protective Provisions based on ongoing discussions with National Highways.	<p>Security</p> <p>73.—(1) In respect of any specified works approved under paragraph 65(2), the works must not commence until—</p> <p>(2) the undertaker procures that the specified works are secured by a bond from a bondsman first approved by National Highways in the agreed form between the undertaker and National Highways to indemnify National Highways against all losses, damages, costs or expenses arising from any breach of any one or more of the obligations of the undertaker in respect of the exercise of the powers under this Order</p>	E

and the specified works under the provisions of this Part of this Schedule provided that the maximum liability of the bond must not exceed the bond sum; and ~~(5)~~(3) the undertaker has provided the cash surety which may be utilised by National Highways in the event of the undertaker failing to meet its obligations to make payments under paragraph 67 or to carry out works the need for which arises from a breach of one or more of the obligations of the undertaker under the provisions of this Part of this Schedule.

207. Schedule 15 Protective Provisions, Part 6	National Highways	Update to Protective Provisions based on ongoing discussions with National Highways.	<p>Insurance</p> <p>67.74. Prior to the commencement of the specified works the undertaker must effect public liability insurance with an insurer in the minimum sum of £10,000,000.00 (ten million pounds) in respect of any one claim against any legal liability for damage loss or injury to any property or any person as a direct result of the execution of specified works or use of the strategic road network by the undertaker</p>	E
208. Schedule 15 Protective Provisions, Part 6	National Highways	Update to Protective Provisions based on ongoing discussions with National Highways.	<p>Indemnity</p> <p>75.—(1) The undertaker fully indemnifies National Highways from and against all costs, claims, expenses, damages, losses and liabilities suffered by National Highways directly arising from the construction, maintenance or use of the specified works or exercise of or failure to exercise any power under this Order save for any loss arising out of or in consequence of any negligent act or default of National Highways.</p> <p>(2) Any indemnity under this part of Schedule 15 shall be limited to a maximum aggregate liability of the Undertaker to National Highways for all claims to a sum of £30,000,000 (thirty million pounds sterling).</p>	E

209. Schedule 15 Protective Provisions, Part 6	National Highways	Update to Protective Provisions based on ongoing discussions with National Highways.	<p>Maintenance of the specified works</p> <p>68.76.—(1) The undertaker must, prior to the commencement of any works of maintenance to the specified works, give National Highways 28 days’ notice in writing of the date on which those works will start unless otherwise agreed by National Highways, acting reasonably.</p> <p>(2) If, for the purposes of maintaining the specified works, the undertaker needs to occupy any road space, the undertaker must comply with National Highways’ road space booking requirements and no maintenance of the specified works for which a road space booking is required shall commence without a road space booking having first been secured (save for in the event of an emergency situation).</p> <p>(3) The undertaker must comply with any requirements that National Highways may notify to the undertaker, such requirements to be notified to the undertaker not less than 7 days’ in advance of the planned commencement date of the maintenance works.</p> <p>(4) The provisions of paragraph 69 shall apply to the opening of any part of the strategic road network following occupation of any road space under this paragraph.</p>	E
210. Schedule 15 Protective Provisions, Part 6	National Highways	Update to Protective Provisions based on ongoing discussions with National Highways.	<p>Land</p> <p>77.—(1) Following the issue of a final certificate pursuant to paragraph 72(4) National Highways may serve notice on the undertaker that it wishes to take a freehold transfer of land within the extent of strategic road network boundary which is not in the ownership of National Highways but has been acquired by the undertaker for the purposes of carrying out the specified works approved under paragraph 65(2).</p> <p>(2) If the undertaker receives notice under sub-paragraph (1) then the undertaker must effect a freehold transfer of the land which is the subject of the notice and complete such transfer as soon as reasonably practicable at no cost to National Highways.</p> <p>(3) The undertaker must not under the powers of this Order extinguish any existing rights of National Highways in respect of any third party property, except with the consent of National Highways by written request to legalservicesinbox@nationalhighways.co.uk.</p> <p>(4) Where any land or interest is proposed to be acquired for the benefit of National Highways, the undertaker must, unless otherwise agreed by National Highways, exercise article 22 (compulsory acquisition of land) and article 25 (compulsory acquisition of rights) as applied by articles 32 (modification of Part 1 of the 1965 Act)</p>	E

and article 33 (application of the 1981 Act) of this Order to directly vest in National Highways any such land or interest.

211. Schedule 15 Protective Provisions, Part 6	National Highways	Update to Protective Provisions based on ongoing discussions with National Highways.	<p>Arbitration</p> <p>69.78. Any dispute under this Part of this Schedule shall be settled by arbitration in accordance with article 53 (arbitration).</p>	E
212. Schedule 15 Protective Provisions, Part 7	National Gas Transmission	Update to Protective Provisions based on ongoing discussions with National Gas Transmission.	<p>PART 7</p> <p>FOR THE PROTECTION OF NATIONAL GAS TRANSMISSION PLC AS GAS UNDERTAKER</p> <p>Application</p> <p>79.—(1) For the protection of National Gas Transmission PLC (“NGT”) as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and NGT.</p> <p>(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and NGT, where the benefit of this Order is transferred or granted to another person under article 7 (Consent to transfer benefit of the Order)—</p> <p>(a) any agreement of the type mentioned in subparagraph (1) has effect as if it had been made between NGT and the transferee or grantee (as the case may be); and</p> <p>(b) written notice of the transfer or grant must be given to NGT on or before the date of that transfer or grant.</p>	E

(3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to NGT (but without prejudice to 89(3)b).

213. Schedule 15 Protective Provisions, Part 7	National Gas Transmission	Update to Protective Provisions based on ongoing discussions with National Gas Transmission.	<p>Interpretation</p> <p>80. In this Part of this Schedule—</p> <p>“1991 Act” means the New Roads and Street Works Act 1991;</p> <p>“acceptable credit provider” means a bank or financial institution with a credit rating that is not lower than: (i) “A-” if the rating is assigned by Standard & Poor’s Ratings Group or Fitch Ratings; and “A3” if the rating is assigned by Moody’s Investors Services Inc.;</p> <p>“acceptable insurance” means general third party liability insurance effected and maintained by the undertaker with a combined property damage and bodily injury limit of indemnity of not less than £25,000,000.00 (twenty five million pounds) per occurrence or series of occurrences arising out of one event. Such insurance shall be maintained (a) during the construction period of the authorised works; and (b) after the construction period of the authorised works in respect of any use and maintenance of the authorised development by or on behalf of the undertaker which constitute specified works and arranged with an insurer whose security/credit rating meets the same requirements as an “acceptable credit provider”, such insurance shall include (without limitation)—</p> <p>(a) a waiver of subrogation and an indemnity to principal clause in favour of NGT</p> <p>(b) pollution liability for third party property damage and third party bodily damage arising from any pollution/contamination event with a (sub)limit of indemnity of not less than £10,000,000.00 (ten million pounds) per occurrence or series of occurrences arising out of one event or £20,000,000.00 (twenty million pounds) in aggregate;</p> <p>“acceptable security” means either:</p> <p>(a) evidence provided to NGT’s reasonable satisfaction that the undertaker has a tangible net worth of not less than £100,000,000.00 (One Hundred Million Pounds) (or an equivalent financial measure); or</p> <p>(b) bank bond or letter of credit from an acceptable credit provider in favour of NGT to cover the undertaker’s liability to NGT for an amount of not less than £10,000,000.00</p>	E
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(ten million pounds) per asset per event up to a total liability cap of £50,000,000.00 (fifty million pounds) (in a form reasonably satisfactory to NGT);

“alternative apparatus” means appropriate alternative apparatus to the reasonable satisfaction of NGT to enable NGT to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means any mains, pipes or other apparatus belonging to or maintained by NGT for the purposes of gas supply together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of NGT for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised works” has the same meaning as is given to the term “authorised development” in article 2(1) of this Order and includes any associated development authorised by the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;

“commence” and “commencement” in this Part of this Schedule shall include any below ground surveys, monitoring, ground work operations or the receipt and erection of construction plant and equipment;

“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;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by NGT (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“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 require the undertaker to submit for NGT’s approval a ground mitigation scheme;

“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;

“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;

“maintain” and “maintenance” shall include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of NGT: construct, use, repair, alter, inspect, renew or remove the apparatus;

“NGT” means National Gas Transmission PLC (Company Number 02006000) whose registered office is at National Grid House Warwick Technology Park, Gallows Hill, Warwick, CV34 6DA or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986;

“Network Code” means the network code prepared by NGT pursuant to Standard Special Condition A11(3) of its Gas Transporter’s Licence, which incorporates the Uniform Network Code, as defined in Standard Special Condition A11(6) of NGT’s Gas Transporter’s Licence, as both documents are amended from time to time;

“Network Code Claims” means:

(a) any claim made against NGT by any person or loss suffered by NGT under the Network Code arising out of any failure by NGT to make gas available for off take at, or a failure to accept gas tendered for delivery from, any entry point to or exit point from the gas national transmission system as a result of the authorised works; or

(b) any costs and/or expenses incurred by NGT as a result of it taking action (including purchase or buy back of capacity) for the purpose of managing constraint or potential constraint on the gas national transmission system which has arisen as a direct result of the authorised works;

“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 specified works to be executed;

“parent company” means a parent company of the undertaker acceptable to and which shall have been approved by NGT acting reasonably;

“specified works” means any of the authorised works which:

(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 85(2) or otherwise; and/or

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 85(2) or otherwise; and/or

(c) includes any of the activities that are referred to in paragraph 8 of T/SP/SSW/22 (NGT’s policies for safe working in proximity to gas apparatus “Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated

installation requirements for third parties T/SP/SSW/22) to the extent that such activities may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 85(2) or otherwise.
 “undertaker” means the undertaker as defined in article 2(1) of this Order;

214. Schedule 15 Protective Provisions, Part 7	National Gas Transmission	Update to Protective Provisions based on ongoing discussions with National Gas Transmission.	<p>On Street Apparatus</p> <p>81. Except for paragraphs 82 (Apparatus of NGT in stopped up streets), 87 (Retained apparatus: protection), 88 (Expenses) and 89 (Indemnity) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of NGT, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and NGT are regulated by the provisions of Part 3 of the 1991 Act.</p>	E
215. Schedule 15 Protective Provisions, Part 7	National Gas Transmission	Update to Protective Provisions based on ongoing discussions with National Gas Transmission.	<p>Apparatus of NGT in stopped up streets</p> <p>82.—(1) Where any street is permanently stopped up under any article of this Order, if NGT has any apparatus in the street or accessed via that street NGT has the same rights in respect of that apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to NGT, or procure the granting to NGT of, legal easements reasonably satisfactory to NGT in respect of such apparatus and access to it prior to the stopping up of any such street or highway but nothing in this paragraph affects any right of the undertaker or NGT to require the removal of that apparatus or the power of the undertaker, subject to compliance with this sub-paragraph, to carry out works.</p> <p>(2) Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 14 (Temporary stopping up of streets, cycle tracks and public rights of way), NGT 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 are reasonably necessary to carry out at the time of</p>	E

the temporary stopping up to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway.

216. Schedule 15 Protective Provisions, Part 7	National Gas Transmission	Update to Protective Provisions based on ongoing discussions with National Gas Transmission.	Protective works to buildings 83. The undertaker, in the case of the powers conferred by article 20 (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 NGT.	E
217. Schedule 15 Protective Provisions, Part 7	National Gas Transmission	Update to Protective Provisions based on ongoing discussions with National Gas Transmission.	Acquisition of land 84. —(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 (a) appropriate or acquire or take temporary possession of any land or apparatus or (b) appropriate, acquire, extinguish, interfere with or override any easement, other interest or right and/or apparatus of NGT otherwise than by agreement. (2) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the specified works (or in such other timeframe as may be agreed between NGT and the undertaker) that will cause any conflict with or breach the terms of any easement or other legal or land interest of NGT or affect the provisions of any enactment or agreement regulating the relations between NGT and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as NGT reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between NGT and the undertaker acting reasonably and which must be no less favourable on the whole to NGT unless otherwise agreed by NGT, and it will be the responsibility of the undertaker to procure and/or secure the consent and entering	E

into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) Save where otherwise agreed in writing between NGT and the undertaker the undertaker and NGT 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 NGT and/or other enactments relied upon by NGT as of right or other use in relation to the apparatus, then the provisions in this Schedule shall prevail.

(4) Any agreement or consent granted by NGT under paragraph 87 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub-paragraph (1).

218. Schedule 15 Protective Provisions, Part 7	National Gas Transmission	Update to Protective Provisions based on ongoing discussions with National Gas Transmission.	<p>Removal of apparatus</p> <p>85.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in or possesses temporarily any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of NGT 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 NGT in accordance with sub-paragraph (2) to (5).</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 NGT 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 NGT 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 NGT to its satisfaction (taking into account paragraph 86(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>	E
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(b) subsequently for the maintenance of that apparatus.

(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, NGT may in its sole discretion, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances 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 not extend to the requirement for NGT to use its compulsory purchase powers to this end unless it elects to so do.

(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 NGT and the undertaker acting reasonably.

(5) NGT 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 NGT 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.

(6) The provisions of this paragraph 85 only apply to the extent that the apparatus to be removed by the undertaker forms part of NGT's undertaking and has not already been abandoned or decommissioned by NGT and any existing rights in respect of the abandoned or decommissioned apparatus have been surrendered.

219. Schedule 15 Protective Provisions, Part 7	National Gas Transmission	Update to Protective Provisions based on ongoing discussions with National Gas Transmission.	Facilities and rights for alternative apparatus	E
			86. —(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for NGT facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker acting reasonably and NGT and must be no less favourable on the whole to NGT than the	

facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by NGT.

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to NGT 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 may be referred to arbitration in accordance with paragraph 93 (Arbitration) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to NGT as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

220. Schedule 15
Protective
Provisions,
Part 7

National Gas
Transmission Update to
Protective
Provisions based
on ongoing
discussions with
National Gas
Transmission.

Retained apparatus: protection

E

87.—(1) Not less than 28 days before the commencement of any specified works the undertaker must submit to NGT a plan and, if reasonably required by NGT, a ground monitoring scheme in respect of those works.

(2) In relation to specified works the plan to be submitted to NGT under sub-paragraph (1) must include a method statement and describe—

(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.

(3) The undertaker must not commence any works to which sub-paragraphs (1) and (2) apply until NGT has given written approval of the plan so submitted.

(4) Any approval of NGT required under sub-paragraph (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (5) or (6);

(b) must not be unreasonably withheld; and

© will be deemed to have been given if no response is provided within 28 days of the submission of a plan by the undertaker under sub-paragraph (1).

(5) In relation to any work to which sub-paragraphs (1) and/or (2) apply, NGT may require, within 21 days of submission of a plan by the undertaker under sub-paragraph (1), such modifications to be made to the plans as is reasonably necessary for the purpose of securing its apparatus against interference or risk of damage for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works executed under sub-paragraphs (1) or (2) must be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub paragraph (5), as approved or as amended from time to time by agreement between the undertaker and NGT and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5) or (7) by NGT for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and NGT will be entitled to watch and inspect the execution of those works.

(7) Where NGT 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 NGTs' satisfaction prior to the commencement of any specified works for which protective works are required and NGT must give notice of its requirement for such works within 21 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(8) If NGT in accordance with sub-paragraphs (5) or (7) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 3 and 6 to 8 apply as if the removal of the apparatus had been required by the undertaker under paragraph 85(2).

(9) 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 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.

(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 NGT notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (6), (7) and (8) insofar as is

reasonably practicable in the circumstances and comply with sub paragraph (11) at all times;

(11) At all times when carrying out any specified works NGT must comply with NGT’s policies for safe working in proximity to gas apparatus “Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW22” and HSE’s “HS(~G)47 Avoiding Danger from underground services”.

(12) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker shall implement an appropriate ground mitigation scheme save that NGT 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 88.

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Expenses

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88.—(1) Save where otherwise agreed in writing between NGT and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to NGT within 30 days of receipt of an itemised VAT invoice or claim from NGT all charges, costs and expenses or reasonably and properly incurred by NGT 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 is required in consequence of the execution of any authorised works including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by NGT in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by NGT as a consequence of NGT;
 - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 85(3); or
 - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting NGT;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;

(d) the approval of plans;
(e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
(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.

(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.

(3) If in accordance with the provisions of this Part of this Schedule—

(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

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 93 (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 NGT 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.

(4) For the purposes of sub-paragraph (3)—

(a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and

(b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) Any amount which apart from this sub-paragraph would be payable to NGT 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 NGT 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.

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Indemnity

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89.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in direct consequence of the construction of any works authorised by or in direct consequence of the construction, use maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such authorised works, including works carried out by the undertaker under this Part of this Schedule or any subsidence resulting directly 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 works) or property of NGT, or there is any loss resulting directly from interruption in any service provided, or in the supply of any goods or energy, by NGT, or NGT becomes liable to pay any amount to any third party, the undertaker will—

(a) bear and pay on demand accompanied by an invoice or claim from NGT the cost reasonably and properly incurred by NGT in making good such damage or restoring the supply; and

(b) indemnify NGT for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from NGT, by reason or in consequence of any such damage or interruption or NGT becoming liable to any third party and including Network Code Claims other than arising from any default of NGT.

(2) For the avoidance of doubt, these indemnities shall not apply to penalties; or 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) arising from any such damage or interruption, which is not reasonably foreseeable.

(3) The fact that any act or thing may have been done by NGT on behalf of the undertaker or in accordance with a plan approved by NGT or in accordance with any requirement of NGT or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless NGT 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.

(4) Nothing in sub-paragraph (1) shall impose any liability on the undertaker in respect of-

(a) any damage or interruption to the extent that it is attributable to the neglect or default of NGT, its officers, servants, contractors or agents;

(b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by NGT as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 7 (Consent to transfer benefit of the Order) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised works yet to be executed and not falling within this sub-section 3(b) will be subject to the full terms of this Part of this Schedule including this paragraph 89; and/or

(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;

(5) NGT 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 their representations.

(6) NGT 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.

(7) NGT 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 NGT’s reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of NGT’s control and if reasonably requested to do so by the

undertaker NGT must provide an explanation of how the claim has been minimised, where relevant.

(8) Not to commence construction (and not to permit the commencement of such construction) of the authorised works on any land owned by NGT or in respect of which NGT has an easement or wayleave for its apparatus or any other interest or to carry out any works within 15 metres of NGT’s apparatus until the following conditions are satisfied:

(a) unless and until NGT is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has first provided the acceptable security (and provided evidence that it shall maintain such acceptable security for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works) and NGT has confirmed the same to the undertaker in writing; and

(b) unless and until NGT is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and provided evidence to NGT that it shall maintain such acceptable insurance for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works) and NGT has confirmed the same in writing to the undertaker.

(9) In the event that the undertaker fails to comply with 89(7) of this Part of this Schedule, nothing in this Part of this Schedule shall prevent NGT from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

(10) any indemnity under this part of Schedule 15 shall be limited to a maximum aggregate liability of the Undertaker to NGT for all claims limited to a sum of £30,000,000 (thirty million pounds sterling).

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Enactments and agreements

90. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between NGT and the undertaker, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and NGT in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

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224. Schedule 15 Protective Provisions, Part 7	National Gas Transmission	Update to Protective Provisions based on ongoing discussions with National Gas Transmission.	<p>Co-operation</p> <p>91.—(1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or NGT requires the removal of apparatus under paragraph 85(2) or NGT makes requirements for the protection or alteration of apparatus under paragraph 87, the undertaker shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised works and taking into account the need to ensure the safe and efficient operation of NGT’s undertaking and NGT shall use its best endeavours to co-operate with the undertaker for that purpose.</p> <p>(2) For the avoidance of doubt whenever NGT’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 the undertaker, it must not be unreasonably withheld or delayed.</p>	E
225. Schedule 15 Protective Provisions, Part 7	National Gas Transmission	Update to Protective Provisions based on ongoing discussions with National Gas Transmission.	<p>Access</p> <p>92. Subject to paragraph 82, if in consequence of the agreement reached in accordance with paragraph 84(1) or the powers granted under 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 NGT to maintain or use the apparatus no less effectively than was possible before such obstruction.</p>	E
226. Schedule 15 Protective Provisions, Part 7	National Gas Transmission	Update to Protective Provisions based on ongoing discussions with National Gas Transmission.	<p>Arbitration</p> <p>93. Any difference or dispute arising between the undertaker and NGT under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and NGT, be determined by arbitration in accordance with article 53 (Arbitration).</p>	E

227. Schedule 15 Protective Provisions, Part 7	National Gas Transmission	Update to Protective Provisions based on ongoing discussions with National Gas Transmission.	<p>Notices</p> <p>94. Notwithstanding article 49 (Service of Notices), any plans submitted to NGT by the undertaker pursuant to paragraph 87 must be submitted to https://lsbud.co.uk/ or such other address as NGT may from time to time appoint instead for that purpose and notify to the undertaker in writing.</p>	E
228. Schedule 15 Protective Provisions, Part 8	Northern Gas Networks	Update to Protective Provisions based on ongoing discussions with Northern Gas Networks.	<p>PART 8 FOR THE PROTECTION OF NORTHERN GAS NETWORK’S APPARATUS</p> <p>Application</p> <p>95. For the protection of the Statutory undertaker the following provisions shall, unless otherwise agreed in writing between the Undertaker and the Statutory undertaker, have effect.</p>	E
229. Schedule 15 Protective Provisions, Part 8	Northern Gas Networks	Update to Protective Provisions based on ongoing discussions with Northern Gas Networks.	<p>Interpretation</p> <p>96. In this Part— “1991 Act” means the New Roads and Street Works Act 1991; “alternative apparatus” means appropriate alternative apparatus to the reasonable satisfaction of the Statutory undertaker to enable the Statutory undertaker to fulfil its statutory functions in a manner no less efficient than previously; “commence” has the same meaning as in Schedule 3 of the Order; “functions” includes powers and duties; “in” in a context referring to Works, apparatus or alternative apparatus in land includes a reference to such Works, apparatus or alternative apparatus under, over, across, along or upon such land; “maintain” and “maintenance” shall include the ability and right to do any of the following: construct, use, repair, alter, inspect, renew or remove; “plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that</p>	E

			are reasonably necessary properly and sufficiently to describe the works to be executed; “statutory undertaker” means Northern Gas Networks Limited (Company Number 05167070) whose registered office is at 1100 Century Way, Colton, Leeds, LS15 8TU;		
230.	Schedule 15 Protective Provisions, Part 8	Northern Gas Networks	Update to Protective Provisions based on ongoing discussions with Northern Gas Networks.	97. Except for paragraphs 98 (apparatus of Statutory undertaker in stopped up streets), 102 (retained apparatus: protection), 103 (expenses) and 104 (indemnity), this Schedule does not apply to apparatus in respect of which the relations between the Undertaker and the Statutory undertaker are regulated by the provisions of Part 3 of the 1991 Act.	E
231.	Schedule 15 Protective Provisions, Part 8	Northern Gas Networks	Update to Protective Provisions based on ongoing discussions with Northern Gas Networks.	Apparatus of Statutory undertaker in stopped up streets 98. Where any street is temporarily stopped up or diverted under the powers of the relevant article of the Order (article 14 (temporary stopping up of streets, cycle tracks and public rights of way) of this Order), the Statutory undertaker shall be at liberty at all times to take all necessary access across any such stopped up highway and/or to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway, subject always to the Undertaker’s unimpeded ability to carry out the Works.	E

232. Schedule 15 Protective Provisions, Part 8	Northern Gas Networks	Update to Protective Provisions based on ongoing discussions with Northern Gas Networks.	<p>Acquisition of land</p> <p>99. Regardless of any provision in the Order or anything shown on the land plans or contained in the book of reference to the Order, the Undertaker shall not acquire any apparatus owned by the Statutory undertaker or override any easement or other interest of the Statutory undertaker otherwise than by agreement.</p>	E
233. Schedule 15 Protective Provisions, Part 8	Northern Gas Networks	Update to Protective Provisions based on ongoing discussions with Northern Gas Networks.	<p>Removal or diversion of apparatus</p> <p>100.—(1) If the Undertaker acquires any interest in land in which the Statutory undertaker’s apparatus is placed, that apparatus shall not be removed and any right of a Statutory undertaker to maintain that apparatus in that land shall not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the Statutory undertaker provided that the Statutory undertaker shall use all reasonable endeavours to construct and install such alternative apparatus as soon as reasonably practicable.</p> <p>(2) If, for the purpose of executing any Works, the Undertaker requires the removal or diversion of any apparatus, it shall give to the Statutory undertaker written notice of that requirement, together with a plan of the Works and the removal or diversion works proposed, the proposed position of the alternative apparatus, and the proposed timeline for the works. The Statutory undertaker shall reasonably approve these details within 28 days of receipt of such plan. The Undertaker shall afford to the Statutory undertaker to their reasonable satisfaction the necessary facilities and rights for:</p> <p>(a) the construction of alternative apparatus in other land either within the order land or otherwise; and</p> <p>(b) the maintenance of that apparatus</p> <p>and the Statutory undertaker shall complete the works using its reasonable endeavours to meet the Undertaker’s proposed timeline, and in any event without undue delay, in accordance with the details provided by the Undertaker under this sub-paragraph or as otherwise reasonably agreed by the Undertaker.</p> <p>(3) If, in consequence of the Works carried out by the Undertaker, the Statutory undertaker reasonably needs to remove or divert any of its apparatus, it shall without undue delay give the Undertaker written notice of that requirement, together with a plan of the work proposed, the proposed position of the alternative</p>	E

apparatus and the proposed timeline for the works. The Undertaker shall reasonably approve these details and shall afford to the Statutory undertaker to their reasonable satisfaction the necessary facilities and rights for—

- (a) the construction of alternative apparatus; and
- (b) the maintenance of that apparatus

and the Statutory undertaker shall complete the works without undue delay and in accordance with the approved details. If agreement cannot be reached the Statutory Undertaker reserves the right to terminate the Deed with immediate effect without liability.

(4) NOT USED

(5) NOT USED

(6) NOT USED

(7) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the Undertaker, or the Undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraphs (2) and (3), the Statutory undertaker shall, 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 obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed, but this obligation shall not require the Statutory undertaker to use its compulsory purchase powers unless it elects to so do.

(8) Paragraphs 103(Expenses) and 104 (Indemnity) of this Schedule apply to removal or diversions works under this paragraph 100, but the Statutory undertaker must provide to the Undertaker a reasonable cost estimate for works that it proposes to carry out for the Undertaker's approval.

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Facilities and rights for alternative apparatus

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101.—(1) Where, in accordance with the provisions of this Schedule, the Undertaker affords to the Statutory undertaker facilities and rights for the construction and maintenance in the Undertaker's land of alternative apparatus in substitution for apparatus to be removed, those facilities and rights shall be granted upon such terms and conditions as may be agreed between the Undertaker and the Statutory undertaker and shall be no less favourable on the whole to the Statutory undertaker than the facilities and rights enjoyed by it in respect of the apparatus to be removed, unless otherwise reasonably agreed.

(2) If the facilities and rights to be afforded by the Undertaker in respect of any alternative apparatus in the Undertaker’s land are less favourable on the whole to the Statutory undertaker than the facilities and rights enjoyed by it in respect of the apparatus to be removed, then the Undertaker and the Statutory undertaker shall agree appropriate compensation for the extent to which the new facilities and rights render the Statutory undertaker less able to effectively carry out its undertaking or require it to do so at greater cost. If the amount of compensation cannot be agreed, then either the Undertaker or the Statutory undertaker may refer the matter to arbitration as per article 53 (arbitration) of this Order.

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Retained apparatus: protection

E

102.—(1) Not less than 28 days before commencing the execution of any Works that will or may affect any apparatus, the removal or diversion of which has not been required by the Undertaker under paragraph 100(2) or otherwise or by the Statutory undertaker under paragraph 100 (3), the Undertaker shall submit to the Statutory undertaker in question a plan showing the Works and the apparatus.

(2) In relation to works which will or may be situated on, over, under or within 15 metres measured in any direction of any apparatus, or (wherever situated) impose any load directly upon any apparatus or involve embankment works within 15 metres of any apparatus, the plan to be submitted to the Statutory undertaker under sub-paragraph (1) shall be detailed including a method statement and describing—

(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; and

(e) by way of detailed drawings, every alteration proposed to be made close to (within 15 metres of) any apparatus.

(3) The Undertaker shall not commence the construction or renewal of any works to which sub-paragraphs (1) or (2) apply until the Statutory undertaker has given written approval of the plan so submitted.

(4) Any approval of the Statutory undertaker required under sub-paragraph (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (5) or (7); and

(b) shall not be unreasonably withheld or delayed.

(5) In relation to works to which sub-paragraph (2) applies, the Statutory undertaker may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its system against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works executed under the Order to which this paragraph 102 applies shall be executed only in accordance with the relevant plan, notified under sub-paragraph (1) and approved (with conditions, if applicable) under sub-paragraph (4), as amended from time to time by agreement between the Undertaker and the Statutory undertaker. The Statutory undertaker shall be entitled to watch and inspect the execution of those Works.

(7) Where the Statutory undertaker requires any protective works or subsidence monitoring to be carried out either by itself or by the Undertaker (whether of a temporary or permanent nature), the Statutory undertaker shall give the Undertaker notice of such requirement in its approval under sub-paragraph (3), and

(a) such protective works shall be carried out to the Statutory undertakers' reasonable satisfaction prior to the carrying out of the relevant part of the Works;

(b) ground subsidence monitoring shall be carried out in accordance with a scheme approved by the Statutory undertaker (such approval not to be unreasonably withheld or delayed), which shall set out:

(i) the apparatus which is to be subject to such monitoring;

(ii) the extent of land to be monitored;

(iii) the manner in which ground levels are to be monitored;

(iv) the timescales of any monitoring activities; and

(v) the extent of ground subsidence which, if exceeded, shall require the Undertaker to submit for the Statutory undertaker's approval a ground subsidence mitigation scheme in respect of such subsidence;

(c) if a subsidence mitigation scheme is required, it shall be carried out as approved by the Statutory undertaker (such approval not to be unreasonably withheld or delayed).

(8) Nothing in this paragraph shall preclude 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 the relevant 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.

(9) The Undertaker shall not be required to comply with sub-paragraphs (1) or (2) where it needs to carry out emergency works as defined in the 1991 Act, but in that case it shall give to the Statutory undertaker notice as soon as is reasonably practicable and a plan of those works shall comply with the other requirements in this paragraph insofar as is reasonably practicable in the circumstances, provided that it always complies with sub-paragraph (10).

(10) At all times when carrying out any works authorised under the Order that may or will affect the apparatus, the Undertaker shall comply with the Statutory undertaker's policies for safe working in proximity to gas apparatus including the "Specification for safe working in the vicinity of Northern Gas Networks, Gas pipelines and associated installation requirements for third parties "NGN/SPSSW22" and the Health and Safety Executive guidance document "HS(G)47 Avoiding Danger from underground services".

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Expenses

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103.—(1) Subject to the following provisions of this paragraph, the Undertaker shall repay to the Statutory undertaker as soon as reasonably practicable all charges, costs and expenses reasonably and properly incurred by the Statutory undertaker in, or in connection with, the inspection, removal or diversion, relaying or replacing, alteration or protection of any apparatus or the construction of any new apparatus which may be reasonably required and necessary in consequence of the execution of the Works, including without limitation—

- (a) any costs reasonably incurred or compensation properly paid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus, including without limitation in the event that the Statutory undertaker elects to use compulsory purchase powers to acquire any necessary rights under 100(7);
 - (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
 - (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
 - (d) the approval of plans;
 - (e) the carrying out of protective works;
 - (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 works carried out pursuant to this Schedule;
and

(g) any statutory loss of supply payments under the ‘Guaranteed Standards of Service’ regime that the Statutory undertaker may incur in consequence of the works, but in the event that such payments are likely to become payable, the Statutory undertaker shall give the Undertaker notice as soon as reasonably practicable of the payments and the likely amount.

(2) The Statutory undertaker shall use its reasonable endeavours to mitigate in whole or in part, and in any event to minimise, any expenses capable of being claimed under sub-paragraph (1). If requested to do so by the Undertaker, the Statutory undertaker shall provide an explanation of how the claimed expenses have been minimised. The Undertaker shall only be liable to pay expenses that have been reasonably incurred.

(3) There shall be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal and not including the costs (if any) of disposing that apparatus.

(4) If in accordance with the provisions of this part of this Schedule—

(a) apparatus of greater capacity or of greater dimensions is placed in substitution for existing apparatus; or

(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

then, if this incurs greater expense than would have been incurred by a like-for-like (or as close as practicable to like-for like) replacement at the same depth, the Undertaker shall not be liable for this additional expense.

(5) For the purposes of sub-paragraph (4)—

(a) an extension of apparatus to a length greater than the length of existing apparatus shall not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus.

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Indemnity

104.—(1) Subject to sub-paragraphs (2), (3) and (4), and without detracting from paragraph 103 above, if by reason or in consequence of the construction of any works carried out under this Schedule or in consequence of the construction, use, maintenance or failure of any of the Works by or on behalf of the Undertaker or in consequence of any act or default of the Undertaker (or any person employed or authorised by him) in the course of carrying out such works, including 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 those works) or property of the Statutory undertaker, or there is any interruption in any service provided, or in the supply of any goods, by the Statutory undertaker, or the Statutory undertaker becomes liable to pay any amount to any third party, the Undertaker shall—

(a) indemnify the Statutory undertaker any costs reasonably incurred by the Statutory undertaker in making good such damage or restoring the supply; and

(b) indemnify the Statutory undertaker for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs (save to the extent that the same arises due to the sole, or complete act, neglect or default of the Statutory undertaker) incurred by or recovered from the Statutory undertaker.

(2) The fact that any act or thing may have been done by the Statutory undertaker on behalf of the Undertaker or in accordance with a plan approved by the Statutory undertaker or in accordance with any requirement of the Statutory undertaker or under its supervision shall not (subject to sub-paragraph (4), excuse the Undertaker from liability under the provisions of this sub-paragraph (1). unless caused by an act or omission of the Statutory undertaker

(3) The Statutory undertaker shall use its reasonable endeavours to mitigate in whole or in part, and in any event to minimise, any costs, expenses, loss, demands, penalties etc. capable of being claimed under sub-paragraph (1). If requested to do so by the Undertaker, the Statutory undertaker shall provide an explanation of how the claimed expenses have been minimised. The Undertaker shall only be liable to pay expenses that have been reasonably incurred.

(4) Nothing in sub-paragraphs (1) or (2) shall impose any liability on the Undertaker with respect to any damage or interruption to the extent that it is attributable to the neglect or default of the Statutory undertaker, its officers, servants, contractors or agents.

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(5) The Statutory undertaker shall give the Undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made without first consulting the Undertaker and considering their promptly made representations to the extent practicable.

(6) Any liability under paragraph 104(1) shall be limited to a maximum aggregate liability of the Undertaker to the Statutory undertaker for all claims under this Part to a sum of £10,000,000.00 (ten million pounds sterling).

238. Schedule 15 Protective Provisions, Part 8	Northern Gas Networks	Update to Protective Provisions based on ongoing discussions with Northern Gas Networks.	Enactments and agreements	E
239. Schedule 15 Protective Provisions, Part 8	Northern Gas Networks	Update to Protective Provisions based on ongoing discussions with Northern Gas Networks.	Co-operation	E

105. Nothing in this Schedule shall affect the provisions of any enactment or agreement regulating the relations between the Undertaker and the Statutory undertaker in respect of any apparatus laid or erected in land belonging to the Undertaker.

106. Where in consequence of the proposed construction of any of the Works the Undertaker or the Statutory undertaker requires the removal of apparatus in accordance with the provisions of these Protective Provisions, each party shall use all reasonable endeavours to co-ordinate the execution of such works in the interests of safety and the efficient and economic execution of such works, taking into account the absolute need to ensure the safe and efficient operation of the Statutory undertaker's undertaking and its apparatus and the safe and efficient operation of the Undertaker's apparatus.

240.	Schedule 15 Protective Provisions, Part 8	Northern Gas Networks	Update to Protective Provisions based on ongoing discussions with Northern Gas Networks.	<p>Access</p> <p>107. If in consequence of the powers granted under the Order, the access to any apparatus is materially obstructed, the Undertaker shall provide such alternative means of access to such apparatus as will enable the Statutory undertaker to maintain or use the apparatus no less effectively than was possible before such obstruction.</p>	E
241.	Schedule 15 Protective Provisions, Part 8	Northern Gas Networks	Update to Protective Provisions based on ongoing discussions with Northern Gas Networks.	<p>Arbitration</p> <p>108. Any difference or dispute arising between the Undertaker and the Statutory undertaker under this Schedule shall, unless otherwise agreed in writing between the Undertaker and that Statutory undertaker, be determined by arbitration in accordance with the relevant article of the Order.</p>	E
242.	Schedule 15 Protective Provisions, Part 8	Northern Gas Networks	Update to Protective Provisions based on ongoing discussions with Northern Gas Networks.	<p>Works falling outside of development authorised by the Order</p> <p>109. Nothing in this schedule shall require the Undertaker to carry out works, or require the Undertaker to enable the Statutory undertaker to carry out works, that are not authorised by the Order. The Statutory undertaker shall not request any alteration, diversion, protective work or any other work which is not authorised to be carried out under the Order (but for the avoidance of doubt, it may elect to carry out such works itself under any other planning permission, permitted development rights or statutory powers (including those of compulsory acquisition) available to it).</p>	E

243. Schedule 15 Protective Provisions, Part 8	Northern Gas Networks	Update to Protective Provisions based on ongoing discussions with Northern Gas Networks.	<p>Cathodic protection testing</p> <p>110. Where in the reasonable opinion of either party:</p> <p>(a) the Authorised Development might interfere with the existing cathodic protection forming part of the apparatus; or</p> <p>(b) the apparatus might interfere with the proposed or existing cathodic protection forming part of the Authorised Development;</p> <p>the parties shall co-operate in undertaking the tests which they consider reasonably necessary for ascertaining the nature and extent of such interference and measures for providing or preserving cathodic protection.</p>	E
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244. Schedule 17 Hedgerows to be Removed	N/A	Removal of hedgerows identified as potentially being removed in line with the approved Change Application.	<i>(1) Hedgerow</i>	<i>(2) Grid reference</i>	<i>(3) Importance</i>	<i>(4) Sheet number on Figure 8.6(B) (Volume 5, Document 5.4.8(B))</i>	E
			HE001	SE 57926 60107	Important	Sheet 1	
			HE002	SE 56766 59769	Important	Sheet 1	
			HE003	SE 56528 59909	Important	Sheet 1	
			HE004	SE 56383 59858	Important	Sheet 1	
			HE005	SE 56375 59877	Important	Sheet 1	
			HE006	SE 56228 59999	Important	Sheet 1	
			HE007	SE 56613 59612	Important	Sheet 1	

HE008	SE 56395 59455	Important	Sheet 1
HE009	SE 56466 59439	Important	Sheet 1
HE010	SE 56594 59226	Important	Sheet 1
HE011	SE 56592 58923	Important	Sheet 1
HE012	SE 56590 58905	Important	Sheet 1
HE013	SE 56286 58301	Important	Sheet 1
HE014	SE 55984 57930	Important	Sheet 2
HE015	SE 55423 57809	Not Important	Sheet 2
HE016	SE 55821 57613	Important	Sheet 2
HE17	SE 56460 56779	Important	Sheet 2
HE18	SE 56368 56695	Not Important	Sheet 2
HE019	SE 55941 56647	Not Important	Sheet 2
HE020	SE 56054 56443	Not Important	Sheet 3

HE021	SE 56095 56337	Not Important	Sheet 3
HE022	SE 56199 55768	Not Important	Sheet 3
HE023	SE 56030 56061	Not Important	Sheet 3
HE024	SE 55311 56091	Important	Sheet 3
HE025	SE 55430 56997	Important	Sheet 2
HE026	SE 55425 57100	Important	Sheet 2
HE027	SE 55396 57127	Important	Sheet 2
HE028	SE 55402 57199	Important	Sheet 2
HE029	SE 55176 57051	Not Important	Sheet 2
HE030	SE 54714 56776	Important	Sheet 2
HE031	SE 54195 56282	Important	Sheet 3
HE032	SE 54062 56250	Important	Sheet 3
HE033	SE 53845 55776	Important	Sheet 3

HE034	SE 54044 55433	Important	Sheet 3
HE035	SE 54105 55306	Important	Sheet 3
HE036	SE 54661 54929	Not Important	Sheet 3
HE037	SE 54767 54889	Important	Sheet 3
HE038	SE 54897 54831	Important	Sheet 3
HE039	SE 54915 54811	Important	Sheet 3
HE040	SE 52567 56254	Important	Sheet 4
HE041	SE 52393 56293	Important	Sheet 4
HE042	SE 52378 56407	Important	Sheet 4
HE043	SE 52327 56401	Important	Sheet 4
HE044	SE 52297 56319	Important	Sheet 4
HE045	SE 51974 56589	Not Important	Sheet 4
HE046	SE 51492 56433	Not Important	Sheet 4

HE047	SE 51418 56409	Important	Sheet 4
HE048	SE 51315 56313	Important	Sheet 4
HE049	SE 50992 56234	Important	Sheet 4
HE050	SE 51002 56207	Not Important	Sheet 4
HE051	SE 51192 56053	Important	Sheet 4
HE052	SE 51118 55837	Important	Sheet 4
HE053	SE 514925 5393	Important	Sheet 4
HE054	SE 51147 54638	Not Important	Sheet 5
HE055	SE 50777 54702	Important	Sheet 5
HE056	SE 51028 54457	Important	Sheet 5
HE057	SE 51041 54448	Important	Sheet 5
HE058	SE 50672 54388	Important	Sheet 5
HE059	SE 50391 53678	Important	Sheet 5

HE060	SE 50323 53469	Not Important	Sheet 5
HE061	SE 49062 52067	Important	Sheet 6
HE062	SE 49050 52058	Important	Sheet 6
HE063	SE 48992 52055	Important	Sheet 6
HE064	SE 49251 51962	Important	Sheet 6
HE065	SE 49224 51921	Important	Sheet 6
HE066	SE 49481 51810	Important	Sheet 6
HR067	SE 49045 50836	Important	Sheet 6
HE068	SE 49062 50805	Important	Sheet 6
HE069	SE 48914 50331	Not Important	Sheet 7
HE070	SE 48638 48964	Important	Sheet 7
HE071	SE 48925 48439	Important	Sheet 7
HE072	SE 47954 46665	Important	Sheet 8

HE073	SE 48452 46027	Important	Sheet 8
HE074	SE 47649 45031	Important	Sheet 8
HE075	SE 47612 45002	Important	Sheet 8
HE076	SE 47501 44507	Important	Sheet 8
HE077	SE 46923 42815	Important	Sheet 9
HE078	SE 46856 42552	Important	Sheet 9
HE079	SE 46266 42420	Important	Sheet 9
HE080	SE 46467 42212	Important	Sheet 9
HE081	SE 46287 41936	Important	Sheet 9
HE082	SE 46407 41818	Not Important	Sheet 9
HE083	SE 46401 41805	Not Important	Sheet 9
HE084	SE 45808 41712	Not Important	Sheet 9
HE085	SE 45796 41720	Important	Sheet 9

HE086	SE 45430 41955	Important	Sheet 9
HE087	SE 45627 40876	Important	Sheet 9
HE088	SE 46432 38155	Important	Sheet 10
HE089	SE 46114 38043	Important	Sheet 10
HE090	SE 46154 37942	Important	Sheet 10
HE091	SE 46462 37988	Important	Sheet 10
HE092	SE 46386 37801	Important	Sheet 10
HE093	SE 46733 36981	Important	Sheet 10
HE094	SE 46722 36956	Important	Sheet 10
HE095	SE 46976 35119	Important	Sheet 11
HE096	SE 47840 33184	Important	Sheet 12
HE097	SE 47043 32182	Important	Sheet 12
HE098	SE 47172 30889	Important	Sheet 13

HE099	SE 47219 30876	Important	Sheet 13
HE100	SE 47168 30858	Important	Sheet 13
HE101	SE 48403 30402	Important	Sheet 13
HE102	SE 47535 29902	Not Important	Sheet 13
HE103	SE 47553 29662	Not Important	Sheet 13
HE104	SE 48421 29425	Important	Sheet 13
HE105	SE 48437 29327	Important	Sheet 13
HE106	SE 48625 29000	Important	Sheet 13

Table 1.5 – Schedule of Changes to version E of the draft DCO [REP6-025]

Ref. DCO Ref.	Consultee	Rationale for the change/comments from consultee	Change made	DCO Version
September 2023				
245. Contents	N/A	Updated wording for clarity.	The {panel/examiner}	F
246. Contents	N/A	Updated footnote for clarity.	(c) S.I. 2010/103, amended by regulation 5 of S.I. 2012/635.	F
247. Article 2(1), Interpretation	N/A	Updated cross reference to name of Schedule 2.	“access, rights of way and public rights of navigation plan” means the document of that description listed in Part 1 of Schedule 2 (plans and drawings plans, drawings and environmental statement) and certified by the Secretary of State as the access, rights of way and public rights of navigation plan for the purposes of this Order under article 48 (certification of plans, etc.);	F

248.	Article 2(1), Interpretation	N/A	Updated cross reference to name of Schedule 2.	“design drawings” means the document of that description listed in Part F 2 of Schedule 2 (plans and drawings plans, drawings and environmental statement) and certified by the Secretary of State as the design drawings for the purposes of this Order under article 48 (certification of plans, etc.) ² ;
249.	Article 2(1), Interpretation	N/A	Updated cross reference to name of Schedule 2.	“elevation plans” means the elevation plans included within the design drawings referenced within Schedule 2 (plans and drawings plans, drawings and environmental statement), Part 2 with Drawing Numbers DCO_DE/PS/14_03, DCO_DE/PS/15_03, DCO_DE/PS/16_03, DCO_DE/PS/17_03, DCO_DE/PS/18_03, DCO_DE/PS/19_03, DCO_DE/PS/20_03;
250.	Article 2(1), Interpretation	N/A	Inclusion of reference to Part 8 of Schedule 2 to include latest versions of ES documents to be certified.	“environmental statement” means the environmental statement F (Documents 5.1 to 5.4.18), environmental statement addendum (Document 5.2.22) and the documents contained in or named in the consolidated errata and changes (Document 5.2.19D) and certified as the environmental statement by the Secretary of State for the purposes of this Order under article 48 (certification of plans, etc.) as listed in Part 8 of Schedule 2 (plans, drawings and environmental statement);
251.	Article 2(1), Interpretation	N/A	Updated cross reference to name of Schedule 2.	“extinguishment of easements, servitudes and other private rights plan” F means the document of that description listed in Schedule 2 (plans and drawings plans, drawings and environmental statement) and certified by the Secretary of State as the extinguishment of easements, servitudes and other private rights plan under article 48 (certification of plans, etc.);

252.	Article 2(1), Interpretation	N/A	Updated cross reference to name of Schedule 2.	“land plan” means the document of that description listed in Part 3 of Schedule 2 (plans and drawings plans, drawings and environmental statement) and certified as the land plan by the Secretary of State for the purposes of this Order under article 48 (certification of plans, etc.);
253.	Footnote to Article 2(1), interpretation	N/A	Correction of footnote.	(a) “main river” is defined in section 113 of the Water Resources Act 1991 (c.57), as amended by Water Act 2014 (c. 21), Part 2, section 59(3).
254.	Article 2(1), Interpretation	N/A	Updated cross reference to name of Schedule 2.	“parameter plans” means the parameter plans included within the design drawings referenced within Schedule 2 (plans and drawings plans, drawings and environmental statement), Part 2 with Drawing Numbers DCO_DE/PS/14_01, DCO_DE/PS/15_01, DCO_DE/PS/16_01, DCO_DE/PS/17_01, DCO_DE/PS/18_01, DCO_DE/PS/19_01, DCO_DE/PS/20_01;
255.	Footnote to Article 2(1), interpretation	N/A	Correction of footnote.	(c) 1991 e-23c.59. Section 23 was amended by the Environment Act 1995 (c. 29), Schedule 22, paragraph 192 and the Flood and Water Management Act 2010 (c. 29), Schedule 2, paragraph 32 and the Natural Resources Body for Wales (Functions) Order 2013/755 Schedule 2(1), paragraph 322(2).

256. Footnote to Article 2(1), interpretation	N/A	Correction of footnote.	(d) 1991 c. 56.7 as amended by S.I. 2009/3104.	F
257. Footnote to Article 2(1), interpretation	N/A	Correction of footnote.	(f) “street authority” is defined in section 49, which was amended by paragraph 117 of Schedule 1 to the Infrastructure Act 2015 (c.7).	F
258. Article 2(10), Interpretation	N/A	Updated cross reference to name of Schedule 2.	Schedule 2 (plans and drawings plans, drawings and environmental statement) has effect.	F
259. Footnote to Article 12(3)(d), Application of the 1991 Act	N/A	Correction of footnote.	(e) Section 58 was amended by sections 40 and 51 of, and Schedule 1 to, of the Traffic Management Act 2004.	F

260.	Footnote to Article 12(5)(b), Application of the 1991 Act	N/A	Correction of footnote.	(b) Section 55 was amended by sections 49, 51 of, and schedule 1 to, the F Traffic Management Act 2004 (c. 18).
261.	Footnote to Article 19 (12)	N/A	Correction of footnote	(a) c. 23. Section 66 was amended by the Flood and Water Management Act 2010 c. 29 Schedule 2 para 38, the Local Government Byelaws (Wales) Act 2012 anaw, 2 Schedule 2 para 14(2), the Water Act 2014 c. 21 Pt 5 s.86(3) (July 14, 2014), and by the Local Government Byelaws (Wales) Act 2012 anaw, 2 Schedule 2 para 14(3) (March 31, 2015 subject to transitional provisions and savings specified in SI 2015/1025 art.3).
262.	Footnotes to Article 20(11), Protective work to land, buildings, structures, apparatus or equipment	N/A	Correction of footnotes.	(b) As amended by sections 62(3) and 139(4)-(9) of, paragraphs 27 and 28 of Schedule 13 and Part 3 of Schedule 223 to, the Tribunals, Courts and Enforcement Act 2007 (c. 15). (c) As amended by section 190 of, and paragraph 17 of Schedule 16 to, the Housing and Planning Act 2016 (c. 22).
263.	Article 21(2), Authority to survey and investigate the land	N/A	Minor typographical correction.	(1) The power conferred by paragraph (1) includes without prejudice to the generality of that paragraph the power to take, and process, samples of or from any of the following found on, in or over the land— (a) water; (b) air; (c) soil or rock; (d) flora;

(e) bodily excretions, or dead bodies; of non-human creatures; or

264. Footnote to Article 23, Compulsory acquisition of land – incorporation of the mineral code	N/A	Update to footnote.	(a) 1981 c.67. Words substituted by the Coal Industry Act 1994 c.21 Schedule 9 para 27 (3) Schedule 2 was amended by Schedule 1 of S.I. 2009/1307. F
265. Footnotes to Article 32, Modification of Part 1 of the 1965 Act	N/A	Update to footnotes (b) and (d).	(b) Section 4A(1) was inserted by Part 7, section 202(1) of the Housing and Planning Act 2016 (c. 22), subject to the transitional provisions specified in S.I. 2016/733 regulation 9. (d) Section 11A was inserted by section 186(3) of the Housing and Planning Act 2016 (c. 22) subject to the transitional provisions specified in S.I.2017/75 regulation 3. F
266. Footnotes to Article 32 (4), Modification of Part 1 of the 1965 Act	N/A	Update to footnote (a).	(a) Schedule 2A was inserted by section 216(3) 199(4) of, and paragraphs 1 and 3 of Schedule 17 to, the Housing and Planning Act 2016 (c. 22), subject to the transitional provisions specified in S.I. 2017/75 regulation 5. F

267. Article 45(3), Traffic regulation	N/A	Minor typographical correction.	(3) The undertaker must not exercise the powers in paragraphs (1) and (2) F unless it has— (a) given not less than 28 days’ notice in writing of its intention so to do so to the chief officer of police and to the traffic authority in whose area the road is situated; and (b) advertised its intention in such manner as the traffic authority may specify in writing within 7 days of its receipt of notice of the undertaker’s intention as provided for in subparagraph (a).
268. Article 51(17) Removal of Human Remains	N/A	Minor typographical correction.	(17) Section 239 (use and development of burial grounds) of the 1990 Act F applies— (a) in relation to land, other than a right over land, acquired for the purposes of the authorised development (whether or not by agreement), so as to permit use by the undertaker in accordance with the provisions of this Order; and
269. Article 51(17) Removal of Human Remains	N/A	Minor typographical correction.	in relation to a right over land so acquired (whether or not by F agreement), or the temporary use of land pursuant to articles Error! R eference source not found. (temporary use of land by National Grid), Error! Reference source not found. (temporary use of land b y NPG) and Error! Reference source not found. (temporary use of land by NGN) or Error! Reference source not found. (temporary use of land for maintaining the authorised development), so as to permit the exercise of that right or the temporary use by the undertaker in accordance with the provisions of this Order: 3

270. Footnote to Article 51(16), Removal of human remains	N/A	Update to footnote.	(a) 1857 c. 81. Section 25 was substituted by section 2 of the Church of England (Miscellaneous Provisions) Measure 2014 (No. 1) and amended by Schedule 3 of Ecclesiastical Jurisdiction and Care of Churches Measure 2018 (No. 3).	F
271. Schedule 1, Work No 8	N/A	Correction to make wording consistent with other Work No. descriptions.	<p>Work No. 8 – XC and XD overhead electric lines</p> <p><u>In the city of Leeds and in North Yorkshire</u></p> <p>Works to upgrade, modify and reconductor the XC overhead electric line, and modify the XD overhead electric line shown on section D, sheets 1 and 2 of the works plan, comprising:</p>	F
272. Schedule 1, Associated development (q)	N/A	Drafting made consistent in line with the ExA's question 1.0.2 in the Examining Authority's commentary and questions on the draft Development Consent Order (DCO) [PD-015].	(q) such other works, including scaffolding and crossing protection, working areas, and works of demolition (which includes but is not limited to demolition of residential properties), as may be necessary or expedient for the purposes of or in connection with the construction of the authorised development and which do not give rise to any materially new or materially different environmental effects from those assessed in the environmental statement;	F
273. Schedule 1, Associated development (t)	N/A	Drafting made consistent in line with the ExA's question 1.0.2 in the Examining Authority's commentary and questions on the draft	(t) such other works as may be necessary or expedient for the purposes of or in connection with the construction, installation, operation or maintenance of the authorised development and which do not give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.	F

Development Consent Order (DCO) [PD-015].

274. Schedule 2, Plans, drawings and environmental statement N/A Update to title of Schedule 2. This responds to the ExA's question 2.0.1 in the Examining Authority's commentary and questions on the draft Development Consent Order (DCO) [PD-015]. PLANS, ~~AND~~ DRAWINGS AND ENVIRONMENTAL STATEMENT F

275. Schedule 2, Part 8 Inclusion of Part 8 in Schedule 2 to list all versions of ES documents to be certified. This responds to the ExA's question 2.0.1 in the Examining Authority's commentary and questions on the draft Development Consent Order (DCO) [PD-015]. PART 8 ENVIRONMENTAL STATEMENT DOCUMENTS F

<i>Document title</i>	<i>Document number</i>	<i>Version</i>
ES Non Technical Summary	5.1	A
ES Chapter 1 Introduction	5.2.1	A
ES Chapter 2 Project Need and Alternatives	5.2.2	A
ES Chapter 3 Description of the Project	5.2.3	A
ES Chapter 4 Approach to preparing the ES	5.2.4	A
ES Chapter 5 Legislative and Policy Overview	5.2.5	A
ES Chapter 6 Landscape and Visual	5.2.6	A
ES Chapter 7 Historic Environment	5.2.7	A

ES Chapter 8 Biodiversity	5.2.8	A
ES Chapter 9 Hydrology	5.2.9	A
ES Chapter 10 Geology and Hydrogeology	5.2.10	A
ES Chapter 11 Agriculture and Soils	5.2.11	A
ES Chapter 12 Traffic and Transport	5.2.12	A
ES Chapter 13 Air Quality	5.2.13	A
ES Chapter 14 Noise and Vibration	5.2.14	A
ES Chapter 15 Health and Wellbeing	5.2.15	A
ES Chapter 16 Socio economics	5.2.16	A
ES Chapter 17 Climate Change	5.2.17	A
ES Chapter 18 Cumulative Effects	5.2.18	A
Environmental Statement Errata Document	5.2.19	E
Environmental Statement Addendum	5.2.22	B
Appendix 1A Details of Experts and their Experience.pdf	5.3.1A	A
Appendix 2A Our Approach to Consenting (National Grid)	5.3.2A	A
Appendix 2B Our Approach to Options Appraisal (National Grid)	5.3.2B	A
Appendix 3A Embedded Measures Schedule	5.3.3A	C
Appendix 3B Code of Construction Practice	5.3.3B	E
Appendix 3C Archaeological Written Scheme of Investigation	5.3.3C	A
Appendix 3D Biodiversity Mitigation Strategy	5.3.3D	B
Appendix 3E Outline Soil Management Plan	5.3.3E	B
Appendix 3F Construction Traffic Management Plan	5.3.3F	D
Appendix 3G Public Rights of Way Management Plan	5.3.3G	B
Appendix 3H Noise and Vibration Management Plan	5.3.3H	A

Appendix 3I Arboricultural Impact Assessment (Part 1 of 3)	5.3.3I (Part 1 of 3)	D
Appendix 3I Arboricultural Impact Assessment (Part 2 of 3)	5.3.3I (Part 2 of 3)	D
Appendix 3I Arboricultural Impact Assessment (Part 3 of 3)	5.3.3I (Part 3 of 3)	D
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Appendix 6B Technical Engagement on Landscape and Visual Assessment	5.3.6B	A
Appendix 6C Landscape and Visual Impact Assessment Methodology	5.3.6C	A
Appendix 6D Landscape Character Baseline	5.3.6D	A
Appendix 6E Landscape Character Sensitivity Assessment	5.3.6E	A
Appendix 6F Landscape Character Receptor Assessment	5.3.6F	A
Appendix 6G Visual Receptor Assessment	5.3.6G	A
Appendix 6H Viewpoint Assessment	5.3.6H	A
Appendix 7A Historic Environment Desk Based Assessment	5.3.7A	A
Appendix 7B Overton Geophysical Survey Results (Plan Only)	5.3.7B	A
Appendix 7C Monk Fryston Geophysical Survey Results (Plan Only)	5.3.7C	A
Appendix 7D Tadcaster Geophysical Survey (Report)	5.3.7D	A
Appendix 7E Trial Trenching at Overton Substation and Monk Fryston Substation	5.3.7E	A
Appendix 7F Technical Note for Beningbrough Hall	5.3.7F	A

Appendix 7G Technical Note for Scheduled Monument at Lead	5.3.7G	A
Appendix 7H Watching Brief on SI works at Marston Moor	5.3.7H	A
Appendix 7I Shipton Geophysical Survey Report	5.3.7I	B
Appendix 7J Tadcaster Geophysical Survey Results (Plan Only)	5.3.7J	A
Appendix 8A Scoping of Assessment Summary	5.3.8A	A
Appendix 8B Extended Phase 1 Habitat Survey Report	5.3.8B	D
Appendix 8C CONFIDENTIAL Badger Survey Report	5.3.8C	A
Appendix 8D Otter and Water Vole Survey Report	5.3.8D	A
Appendix 8E 2021 Wintering Birds Survey Report	5.3.8E	A
Appendix 8F 2021-2022 Wintering Birds Survey Report	5.3.8F	A
Appendix 8G CONFIDENTIAL Schedule 1 Breeding Bird Survey Report	5.3.8G	A
Appendix 8H Bat Survey Report	5.3.8H	B
Appendix 8I GCN District Level Licensing Impact Assessment and Conservation Payment Certificate	5.3.8I	A
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Appendix 9B WFD Waterbody Status and Objectives	5.3.9B	A
Appendix 9C Infrastructure Located in WFD Waterbody	5.3.9C	A
Appendix 9D Flood Risk Assessment	5.3.9D	B
Appendix 10A Walkover Survey Records	5.3.10A	A

Appendix 10B Assessment of Physical Effects on Ground Water (Focus Areas)	5.3.10B	A
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Appendix 11A Agricultural Land Classification for Shipton North and South CSEC Area	5.3.11A	A
Appendix 11B Agricultural Land Classification for Overton Substation	5.3.11B	A
Appendix 11C Agricultural Land Classification for Tadcaster CSECs	5.3.11C	A
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Appendix 13A IAQM Construction Dust Assessment Methodology Tables	5.3.13A	A
Appendix 14A Baseline Noise Report	5.3.14A	A
Appendix 14B Construction Plant and Activity Assumptions	5.3.14B	A
Appendix 14C Construction Modelling Results	5.3.14C	A
Appendix 14D Acoustic Screening Strategy	5.3.14D	A
Appendix 14E Overhead Line Noise Assessment	5.3.14E	A
Appendix 14F National Grid Policy Statement PS(T)134 (2021)	5.3.14F	A
Appendix 14G National Grid Technical Report TR(E)564 (2021)	5.3.14G	A
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Appendix 16A (No Appendices)	5.3.16A	A

Appendix 17A (No Appendices)	5.3.17A	A
Appendix 18A Cumulative Effects Assessment Long List of Other Developments	5.3.18A	C
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ES Chapter 3 Description of the Project Figures	5.4.3	E
ES Chapter 4 Approach to preparing the ES Figures (No Figures)	5.4.4	A
ES Chapter 5 Legislative and Policy Overview Figures (No Figures)	5.4.5	A
ES Chapter 6 Landscape and Visual Figures (Part 1 of 15)	5.4.6 (Part 1 of 15)	B
ES Chapter 6 Landscape and Visual Figures (Part 2 of 15)	5.4.6 (Part 2 of 15)	A
ES Chapter 6 Landscape and Visual Figures (Part 3 of 15)	5.4.6 (Part 3 of 15)	A
ES Chapter 6 Landscape and Visual Figures (Part 4 of 15)	5.4.6 (Part 4 of 15)	A
ES Chapter 6 Landscape and Visual Figures (Part 5 of 15)	5.4.6 (Part 5 of 15)	A
ES Chapter 6 Landscape and Visual Figures (Part 6 of 15)	5.4.6 (Part 6 of 15)	A
ES Chapter 6 Landscape and Visual Figures (Part 7 of 15)	5.4.6 (Part 7 of 15)	A
ES Chapter 6 Landscape and Visual Figures (Part 8 of 15)	5.4.6 (Part 8 of 15)	A
ES Chapter 6 Landscape and Visual Figures (Part 9 of 15)	5.4.6 (Part 9 of 15)	A
ES Chapter 6 Landscape and Visual Figures (Part 10 of 15)	5.4.6 (Part 10 of 15)	A
ES Chapter 6 Landscape and Visual Figures (Part 11 of 15)	5.4.6 (Part 11 of 15)	A
ES Chapter 6 Landscape and Visual Figures (Part 12 of 15)	5.4.6 (Part 12 of 15)	A

ES Chapter 6 Landscape and Visual Figures (Part 13 of 15)	5.4.6 (Part 13 of 15)	A
ES Chapter 6 Landscape and Visual Figures (Part 14 of 15)	5.4.6 (Part 14 of 15)	A
ES Chapter 6 Landscape and Visual Figures (Part 15 of 15)	5.4.6 (Part 15 of 15)	A
ES Chapter 7 Historic Environment Figures	5.4.7	A
ES Chapter 8 Biodiversity Figures (Part 1 of 2)	5.4.8 (Part 1 of 2)	C
ES Chapter 8 Biodiversity Figures (Part 2 of 2)	5.4.8 (Part 2 of 2)	C
ES Chapter 9 Hydrology Figures (Part 1 of 2)	5.4.9 (Part 1 of 2)	B
ES Chapter 9 Hydrology Figures (Part 2 of 2)	5.4.9 (Part 2 of 2)	B
ES Chapter 10 Geology and Hydrogeology Figures	5.4.10	A
ES Chapter 11 Agriculture and Soils Figures	5.4.11	A
ES Chapter 12 Traffic and Transport Figures	5.4.12	B
ES Chapter 13 Air Quality Figures	5.4.13	A
ES Chapter 14 Noise and Vibration Figures	5.4.14	A
ES Chapter 15 Health and Wellbeing Figures	5.4.15	A
ES Chapter 16 Socio economics Figures	5.4.16	A
ES Chapter 17 Climate Change Figures (No Figures)	5.4.17	A
ES Chapter 18 Cumulative Effects Figures	5.4.18	B

276. Schedule 3 Requirements, (8)(4) Landscaping at Overton, Tadcaster and Monk Fryston	N/A	Drafting updated in line with the ExA's question 8.0.9 in the Examining Authority's commentary and questions on the draft Development Consent Order (DCO) [PD-015].	<p>(1) The landscape strategy submitted under paragraph (1) must include F details appropriate for the relevant stage, including—</p> <ul style="list-style-type: none"> (a) the location of planting and a schedule of plants noting quantities, species, size and planting density of any proposed planting or seeding; (b) cultivation, importing of materials and other operations to ensure plant and seed establishment; (c) details of the five year maintenance regime, including monitoring and management, and the management regime for any woodland planting in years six to fifteen; and (d) details of the <u>design of the</u> proposed levels <u>and slope profiles</u> of any permanent earthworks.
277. Schedule 3 Requirements, (18)(3) Approval of details having regard to the Design Approach to Site Specific Infrastructure	N/A	Update to wording to accommodate wider application of DASSI to acoustic enclosures as well as buildings.	<p>18.—(1) Any permanent buildings and the acoustic enclosures at— F</p> <ul style="list-style-type: none"> (a) Overton Substation; and (b) Monk Fryston Substation, <p>(2) must not be completed until details of the external colour and surface finish of the permanent buildings and the external colour of the acoustic enclosures have been submitted to and approved by the relevant planning authority.</p> <p>(2) Any details to be approved under sub-paragraph (1) must be produced having regard to the design approach to site specific infrastructure and must be implemented as approved.</p> <p>(3) Any buildings referred to in this Requirement must be finished in accordance with the details approved under sub paragraph (1).</p>

278. Footnote to Schedule 10, paragraph 2(3), compensation enactments	N/A	Update to footnote.	(b) Section 58(1) was amended by section 16(3) of, the Compulsory Purchase (Vesting Declarations) Act 1981 (c. 66), section 4 of, and paragraph 29(1) of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c. 11), and S.I. 2009/1307 and Schedule 1 of The Transfer of Tribunal Functions (Lands Tribunal and Miscellaneous Amendments) Order 2009 S.I. 2009/1307.
279. Footnotes to Schedule 10, paragraph 7, compensation enactments	N/A	Update to footnote (a) and (d) and correction of footnote (c).	<p>(a) Section 11 was amended by section 34(1) of, and Schedule 4, paragraph 14(3)(a) to, the Acquisition of Land Act 1981 (c. 67), section 3 of, and Part 1 of Schedule 1 to, the Housing (Consequential Provisions) Act 1985 (c. 71), section 14 of, and paragraph 12(1) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (No.1), and S.I. 2009/1307 and section 186 of the Housing and Planning Act 2016 (c. 22). S.I. 2009/1307.</p> <p>(c) Section 13 was amended by sections 62(3), 139(4) to (9) and 146 of, and paragraphs 27 and 28 of Schedule 13 and Part 3 of Schedule 23 to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).</p> <p>(d) Section 20 was amended by paragraph 4 of Schedule 15(1) to the Planning and Compensation Act 1991 (c. 34) and S.I. 2009/1307 Schedule 1, paragraph 70, S. I. 2009/1307.</p>
280. Schedule 15, Protective Provisions - Part 2	N/A	Minor typographical correction.	“electronic communications code operator” means a person in whose case the electronic communications code is applied by a direction under section 106 (application of the electronic communications code) of the Communications Act 2003; and;

281. Schedule 15, Protective Provisions - Part 3	N/A	Minor typographical correction.	<p>19.—(1) Any specified work must, be constructed and maintained—</p> <p>(a) with all reasonable dispatch in accordance with any such plans approved or deemed to have been approved or settled as aforesaid and with any specifications made under paragraph 16 of this Part;</p>	F
282. Schedule 15, Protective Provisions - Part 3	N/A	Minor typographical correction.	<p>Repayment of the Trust’s fees, etc.</p> <p>22.—(1) The undertaker must repay to the Trust in accordance with the Code of Practice all fees, costs, charges and expenses reasonably incurred by the Trust—</p> <p>(a) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction or, to the extent that it would affect the waterway or any function of the Trust, maintenance of a specified work;</p> <p>(b) in respect of the employment during the construction or, to the extent that it would affect the waterway or any function of the Trust, maintenance of the specified work of any inspectors, watchmen and other persons whom it is reasonably necessary to appoint for inspecting, watching and lighting any waterway and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of the specified work;</p> <p>(c) in bringing the specified work to the notice of users of the Trust’s network; and</p> <p>(d) in constructing and/or carrying out any measures as a result of any specified work which are reasonably required by the Trust to ensure the safe navigation of the waterway save that nothing is to require the Trust to construct and/or carry out any measures.</p> <p>(2) If the Trust considers that a fee, charge, cost or expense will be payable by the undertaker pursuant to sub-paragraph (1), the Trust will first provide an estimate of that fee, charge, cost or expense and supporting information in</p>	F

			<p>relation to the estimate to the undertaker along with a proposed timescale for payment for consideration and the undertaker may, within a period of twenty-one days—</p> <ul style="list-style-type: none"> (a) provide confirmation to the Trust that the estimate is agreed and pay to the Trust, by the date stipulated, that fee, charge, cost or expense; or (b) provide confirmation to the Trust that the estimate is not accepted along with a revised estimate and a proposal as to how or why the undertaker considers that the estimate can be reduced and/or paid at a later date. 		
283.	Schedule 15, Protective Provisions - Part 4	N/A	Update to Protective Provisions based on ongoing discussions with Network Rail.	<p>26. The provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 39 40 of this Part of this Schedule any other person on whom rights or obligations are conferred by that paragraph.</p>	F
284.	Schedule 15, Protective Provisions - Part 4	N/A	Update to Protective Provisions based on ongoing discussions with Network Rail.	<p>27. In this Part of this Schedule—</p> <p>“asset protection agreement” means an agreement to regulate the construction and maintenance of the specified work in a form reasonably prescribed from time to time by Network Rail save for matters concerning requirements imposed by Network Rail in order for Network Rail to comply with its statutory duties, regulatory duties or the terms of its network licence in which case such matters shall be in Network Rail’s absolute discretion and in determining whether or not such matters fall within those constraints Network Rail shall at all times act reasonably;</p> <p>“construction” includes execution, placing, alteration and reconstruction and “construct” and “constructed” have corresponding meanings;</p> <p>“the engineer” means an engineer appointed by Network Rail for the purposes of this Order;</p>	F

“network licence” means the network licence, as the same is amended from time to time, granted to Network Rail Infrastructure Limited by the Secretary of State in exercise of their powers under section 8 (licences) of the Railways Act 1993;

“Network Rail” means Network Rail Infrastructure Limited (company number 02904587, whose registered office is at Waterloo General Office, London, SE1 8SW) and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition "associated company" means any company which is (within the meaning of section 1159 of the Companies Act 2006) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited and any successor to Network Rail Infrastructure Limited's railway undertaking;

“plans” includes sections, designs, design data, software, drawings, specifications, 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 railway property;

“railway operational procedures” means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

“railway property” means any railway belonging to Network Rail and—

- (a) any station, land, works, apparatus and equipment belonging to Network Rail or connected with any such railway; and
- (b) any easement or other property interest held or used by Network Rail or a tenant or licensee of Network Rail for the purposes of such railway or works, apparatus or equipment;

“regulatory consents” means any consent or approval required under—

- (a) the Railways Act 1993;
- (b) the network licence; and/or
- (c) any other relevant statutory or regulatory provisions;

by either the Office of Rail and Road or the Secretary of State for Transport or any other competent body including change procedures and

any other consents, approvals of any access or beneficiary that may be required in relation to the authorised development;

“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 39 (temporary use of land for maintaining the authorised development) in respect of such works.

285. Schedule 15, N/A
Protective
Provisions -
Part 4

Update to Protective
Provisions based on
ongoing discussions with
Network Rail.

28.—(1) Where under this Part of this Schedule Network Rail is required to give its consent or approval in respect of any matter, that consent or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute. ^F

(3) In so far as any specified work or the acquisition or use of railway property is or may be subject to railway operational procedures, Network Rail must—

- (a) co-operate with the undertaker ~~in good faith~~ with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and
 - (b) use their reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised development pursuant to this Order.
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286. Schedule 15, Protective Provisions - Part 4	N/A	Update to Protective Provisions based on ongoing discussions with Network Rail.	<p>29.(1) Subject to sub-paragraph (3) the undertaker must not exercise the powers conferred by this Order in—</p> <ul style="list-style-type: none"> (c) article 19 (discharge of water); (d) article 21 (authority to survey and investigate the land); (e) article 26 (extinguishment and suspension of private rights of way); <p>(2) The powers in sub-paragraph (1) shall not be exercised in respect of any railway property unless the exercise of such powers is with the consent of Network Rail such consent not to be unreasonably withheld and if by the end of the period of 28 days beginning with the date on which such request for Network Rail’s consent was made Network Rail has not intimated their refusal together with the grounds of any such refusal of such consent the undertaker may serve upon Network Rail written notice requiring Network Rail to intimate approval or disapproval within a further period of 14 days beginning with the date upon which Network Rail receives written notice from the undertaker. If by the expiry of the further 14 days Network Rail has not intimated consent or refusal of consent, Network Rail is deemed to have given consent for the exercise of the respective powers.</p> <p>(3) The undertaker must not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any railway property, unless preventing such access is with the consent of Network Rail.</p> <p>(4) The undertaker must not exercise the powers conferred by sections 271 or 272 of the 1990 Act, article 40 (<i>statutory undertakers</i>), article 28 (<i>power to override easements and other rights or private rights of way</i>) or article 26 (<i>Extinguishment and suspension of private rights</i>), in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.</p> <p>(5) The undertaker must not under the powers of this Order do anything which would result in railway property being incapable of being used or maintained or which would affect the safe running of trains on the railway.</p> <p>(6) Where Network Rail is asked to give its consent pursuant to this paragraph, such consent must not be unreasonably withheld but may be given subject to reasonable conditions but it shall never be unreasonable to withhold consent for reasons of operational or railway safety (such matters to be in Network Rail’s absolute discretion).</p>	F
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(4) ~~(2)~~ The undertaker must enter into an asset protection agreement prior to the carrying out of any specified work.

287. Schedule 15, N/A
Protective
Provisions -
Part 4

Update to Protective
Provisions based on
ongoing discussions with
Network Rail.

30.(1) The undertaker must before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work must not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration under article 53 (arbitration). F

(2) The approval of the engineer under sub-paragraph (1) must not be unreasonably withheld, and if by the end of the period of ~~24~~ 28 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated their disapproval together with the grounds of any such disapproval of those plans and the grounds of such disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval ~~with~~in a further period of 14 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 14 days the engineer has not intimated approval or disapproval, the engineer is deemed to have approved the plans as submitted.

(3) If by the end of the period of 28 days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2), Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it ~~(together with~~ without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker and if

reasonably required by the undertaker upon reasonable prior written notice Network Rail will construct any adjoining part of the specified work ~~which the undertaker reasonably requires to be constructed in one operation with that work~~ (“adjoining work”) without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker **subject to:**

- (a) such adjoining work being located on railway property;
- (b) Network Rail having sufficient rights to carry out such adjoining work;
- (c) the undertaker first providing Network Rail with the requisite plans, specifications and any other information reasonably required by Network Rail to enable it to carry out such adjoining work;
- (d) the engineer’s approval of such adjoining work; and
- (e) Network Rail being able to recover its costs of carrying out such adjoining work pursuant to paragraph 40(1).

(4) When signifying approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in the opinion of the engineer must be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified work), and such protective works as may be reasonably necessary for those purposes must be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out at the expense of the undertaker in either case with all reasonable dispatch and the undertaker must not commence the construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to their reasonable satisfaction.

288. Schedule 15, Protective Provisions - Part 4	N/A	Update to Protective Provisions based on ongoing discussions with Network Rail.	<p>31.(1) Any specified work and any protective works to be constructed by virtue of paragraph 2930(4) must, when commenced, be constructed—^F</p> <ul style="list-style-type: none"> (a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 2930; (b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer; (c) in such manner as to cause as little damage as is possible to operational railway property; and (d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail orfor the traffic thereon and the use by passengers of railway property. <p>(2) If any damage to railway property or any such interference or obstruction is caused by the carrying out of, or in consequence of the construction of a specified work, the undertaker must, notwithstanding any such approval, make good such damage and must pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any foreseeable loss which it may sustain by reason of any such damage, interference or obstruction.</p> <p>Nothing in this Part imposes any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of Network Rail or its servants, contractors or agents or any liability on Network Rail with respect of any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.</p>
289. Schedule 15, Protective Provisions - Part 4	N/A	Update to Protective Provisions based on ongoing discussions with Network Rail.	<p>34.(1) If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction or completion of a specified work, or during a period of 24 months after the completion of that work, in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker 56 days’ notice (or in the event of an emergency or safety critical issue such notice as is reasonable in the circumstances) of its intention to carry out such alterations or additions^F</p>

(which must be specified in the notice), ~~and the undertaker gives their consent (such consent not to be unreasonably withheld or delayed) that such alterations are reasonably necessary in consequence of the construction or completion of a specified work,~~ and within 42 days of receipt of an invoice (or other evidence of the liability incurred in carrying out the alterations and additions) from Network Rail the undertaker must pay to Network Rail the reasonable cost of those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work which in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed, Network Rail must assume construction of that part of the specified work and the undertaker must, notwithstanding any such approval of a specified work under paragraph ~~2930~~(3), pay to Network Rail all reasonable and proper expenses to which Network Rail may be put and compensation for any loss which it suffers by reason of the execution by Network Rail of that specified work.

(3) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph ~~3440~~(a) provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

(4) If the cost of maintaining, working or renewing railway property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving must be set off against any sum payable by the undertaker to Network Rail under this paragraph.

290. Schedule 15, Protective Provisions - Part 4	N/A	Update to Protective Provisions based on ongoing discussions with Network Rail.	<p>35. The undertaker must repay to Network Rail all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail—^F</p> <ul style="list-style-type: none"> (a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 305(3) or in constructing any protective works under the provisions of paragraph 305(4) including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works; (b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work; (c) in respect of the employment or procurement of the services of any inspectors, signallers, watch-persons and other persons whom it is reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work; (d) in respect of any special traffic working resulting from any speed restrictions which may in the opinion of the engineer, need to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which may be reasonably necessary for the same reason; and (e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work, <p>Provided That any costs incurred arising from an act or omission of Network Rail, will not be paid by the undertaker.</p>
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291. Schedule 15, Protective Provisions - Part 4	N/A	Update to Protective Provisions based on ongoing discussions with Network Rail.	<p>36.(1) In this paragraph—</p> <p>“EMI” means, subject to sub-paragraph (2), electromagnetic interference with Network Rail apparatus generated by the operation of the authorised development where such interference is of a level which adversely affects the safe operation of Network Rail’s apparatus; and</p> <p>“Network Rail’s apparatus” means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised development) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.</p> <p>(2) This paragraph 3536 applies to EMI only to the extent that such EMI is not attributable to any change to Network Rail’s apparatus carried out after approval of plans under paragraph 2930(1) for the relevant part of the authorised development giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).</p> <p>(3) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take all measures necessary to prevent EMI and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.</p> <p>(4) In order to facilitate the undertaker’s compliance with sub-paragraph (3)—</p> <p>(a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail’s apparatus which may be at risk of EMI, and thereafter continue to consult with Network Rail (both before and after formal submission of plans under paragraph 2930(1)) in order to identify all potential causes of EMI and the measures required to eliminate them;</p> <p>(b) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail’s apparatus identified pursuant to sub-paragraph (a); and</p>	F
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- (c) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail’s apparatus identified pursuant to sub-paragraph (a).

(5) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail’s apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail’s apparatus, but Network Rail may, in its reasonable discretion, select the means of prevention and the method of their execution, and in relation to such modifications paragraph ~~2930~~(1) has effect subject to this sub-paragraph.

(6) If at any time prior to the commencement of operation of the authorised development and notwithstanding any measures adopted pursuant to sub-paragraph (3), the testing of the authorised development causes EMI then the undertaker must immediately upon receipt of notification by Network Rail of such EMI either in writing or communicated orally (such oral communication to be confirmed in writing as soon as reasonably practicable after it has been issued) forthwith cease to use (or procure the cessation of use of) the undertaker’s apparatus causing such EMI until all measures necessary have been taken to remedy such EMI by way of modification to the source of such EMI or (in the circumstances, and subject to the consent, specified in sub-paragraph (5)) to Network Rail’s apparatus.

(7) In the event of EMI having occurred—

- (a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker’s apparatus in the investigation of such EMI;
- (b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail’s apparatus in the investigation of such EMI; and
- (c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail’s apparatus or such EMI.

(8) Where Network Rail approves modifications to Network Rail’s apparatus pursuant to sub-paragraphs (5) or (6)—

- (a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail’s apparatus;
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(b) Any modifications to Network Rail’s apparatus approved pursuant to those sub-paragraphs must be carried out and completed by the undertaker in accordance with paragraph 3031.

(9) To the extent that it would not otherwise do so, the indemnity in paragraph 40(1) applies to the costs and expenses reasonably incurred or losses suffered by Network Rail through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail’s apparatus) or in consequence of any EMI to which sub-paragraph (6) applies.

(10) For the purpose of paragraph 3435(a) any modifications to Network Rail’s apparatus under this paragraph shall be deemed to be protective works referred to in that paragraph.

(11) In relation to any dispute arising under this paragraph the reference in article 53 (arbitration) to the Secretary of State shall be read as a reference to the President of the Institution of Engineering and Technology.

292. Schedule 15, N/A
Protective
Provisions -
Part 4

Update to Protective
Provisions based on
ongoing discussions with
Network Rail.

40.—(1) The undertaker must pay to Network Rail all reasonable and proper costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule (subject to the provisions of this paragraph) which may be occasioned to or reasonably incurred by Network Rail by reason of— ^F

- (a) the construction, maintenance or operation of a specified work or the failure of such a work; or
 - (b) any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work;
 - (c) by reason of any act or omission of the undertaker or any person in its employ or of its contractors or others whilst accessing to or egressing from the authorised development; or
 - (d) in respect of any damage caused to or additional maintenance required to, railway property or any such interference or obstruction or delay to the operation of the railway as a result of access to or
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egress from the authorised development by the undertaker or any person in its employ or of its contractors or others; or

- (e) in respect of costs incurred by Network Rail in complying with any railway operational procedures or obtaining any regulatory consents which procedures are required to be followed or consents obtained to facilitate the carrying out or operation of the authorised development; and the undertaker must indemnify and keep indemnified Network Rail from and against all claims and demands arising out of or in connection with a specified work or any such failure, act or omission: and the fact that any act or thing may have been done by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer's supervision shall not (if it was done without negligence on the part of Network Rail or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(2) Network Rail must—

- (a) give the undertaker reasonable written notice of any such sums referred to in sub-paragraph (1) as soon as reasonably possible after Network Rail become aware of the same
- (b) not make any payment without the prior consent of the undertaker;
- (c) take all reasonable steps to mitigate any liabilities; and
- (d) keep the undertaker informed and have regard to the undertaker's representations in relation to any such sums referred to in sub-paragraph (1).

(3) In no circumstances is the undertaker liable to Network Rail under sub-paragraph (1) for any indirect or consequential loss or loss of profits, save that the sums payable by the undertaker under that sub-paragraph shall if relevant include a sum equivalent to the relevant costs in circumstances where Network Rail is liable to make payment of the relevant costs pursuant to the terms of an agreement between Network Rail and a train operator and Network Rail shall use reasonable endeavours in advance of any such liability occurring to assist the undertaker in obtaining copies of any

agreements with train operators which may be relevant the purposes of sub-paragraph (1) and identifying the basis of calculation of such relevant costs.

~~Network Rail is liable to make payment of the relevant costs pursuant to the terms of an agreement between (a) Network Rail and a train operator; and~~

~~(b) The existence of that agreement and the extent of Network Rail's liability to make payment of the relevant costs pursuant to its terms has previously been disclosed in writing to the undertaker;~~

~~but not otherwise.~~

(4) Nothing in sub-paragraph (1) shall impose any liability on the undertaker in respect of any damage or interruption to the extent that it is attributable to the neglect or default of Network Rail, its officers, servants, contractors or agents.

(5) Subject to the terms of any agreement between Network Rail and a train operator regarding the amount, timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.

(6) The obligation under sub-paragraph (3) to pay Network Rail the relevant costs is, in the event of default, enforceable directly by any train operator concerned to the extent that such sums would be payable to that operator pursuant to sub-paragraph (4).

(7) In this paragraph—

“the relevant costs” means the costs, direct losses and expenses (including loss of revenue) reasonably incurred by a train operator as a consequence of any specified work including but not limited to any restriction of the use of Network Rail’s railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in subparagraph (1); and

“train operator” means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.

293.	Schedule 15, Protective Provisions - Part 4	N/A	Update to Protective Provisions based on ongoing discussions with Network Rail.	41. Network Rail must, on receipt of a request from the undertaker, from time to time provide the undertaker free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Part of this Schedule (including the amount of the relevant costs mentioned in paragraph 3940) and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made pursuant to this Part of this Schedule (including any claim relating to those relevant costs).	F
294.	Schedule 15, Protective Provisions - Part 4	N/A	Update to Protective Provisions based on ongoing discussions with Network Rail.	46. The undertaker must no later than 28 days from the date that the plans submitted to and certified by the Secretary of State in accordance with article 5048 (certification of plans etc.) are certified by the Secretary of State, provide a set of those plans to Network Rail in an electronic format specified by Network Rail.	F
295.	Schedule 15, Protective Provisions - Part 5 to Part 8.	N/A	Paragraph numbering updated from Part 5 to Part 8 following the above made amendments to Part 4.	-	F
296.	Schedule 15, Protective Provisions - Part 5	N/A	Minor typographical correction.	53.— (1) Not less than 48 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are within 15m of any above ground apparatus and / or to a depth of between 0.4m below ground level of apparatus (including conducting any activities whether intentionally or unintentionally, through for example ground or machinery collapse, which may affect Northern Powergrid's apparatus or encroach on safety distances to live equipment) or will or may affect, any apparatus the removal of which has not been required by the	F

undertaker under paragraph ~~510~~(2), the undertaker must submit to Northern Powergrid a plan, section and description of the works to be executed.

(2) Those works must be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by Northern Powergrid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Northern Powergrid is entitled to watch and inspect the execution of those works.

(3) Any requirements made by Northern Powergrid under sub-paragraph (2) must be made within a period of 42 days beginning with the date on which a plan, section and description under sub- paragraph (1) are submitted to it.

(4) If Northern Powergrid in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs ~~476~~ to ~~524~~ apply as if the removal of the apparatus had been required by the undertaker under paragraph (2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 35 days before commencing the execution of any works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan, section and description.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to Northern Powergrid 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 sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

297. Schedule 15, N/A
Protective
Provisions -
Part 5

Minor typographical
correction.

54.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to Northern Powergrid all reasonable and proper expenses costs or charges incurred by Northern Powergrid—^F

- (a) in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 501(2) including:
 - (i) any costs reasonably incurred or compensation properly paid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation in the event that it is agreed Northern Powergrid elects to use compulsory purchase powers to acquire any necessary rights under paragraph 501(3) all costs reasonably incurred as a result of such action;
 - (ii) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
 - (iii) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
 - (iv) the approval of plans;
 - (v) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
 - (vi) 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
- (b) in assessing and preparing a design for its apparatus to address and accommodate the proposals of the undertaker whether or not the undertaker proceeds to implement those proposals or alternative or none at all,

provided that if it so prefers Northern Powergrid may abandon apparatus that the undertaker does not seek to remove in accordance with paragraph 510(1) having first decommissioned such apparatus.

(2) There is to 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, that value being calculated after removal and for the avoidance of doubt, if the apparatus removed under the provisions of this Part of this Schedule has nil value, no sum will be deducted from the amount payable under sub-paragraph (1) if in accordance with the provisions of this Part of this Schedule—

- (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
- (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

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 53 (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.

(3) For the purposes of sub-paragraph (2)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus where such extension is required in consequence of the execution of any such works as are referred to in paragraph 510(2); and
 - (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber
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or of a manhole is to be treated as if it also had been agreed or had been so determined.

- (4) Where any payment falls due pursuant to paragraph 543 (1), NPG shall:
- (i) provide an itemised invoice or reasonable expenses claim to the Undertaker; and
 - (ii) provide ‘reminder letters’ to the undertaker for payment to be made within the fifty days on the following days after the invoice or reasonable expenses claim to the undertaker:
 - (aa) 15 days (‘reminder letter 1’)
 - (bb) 29 days (‘reminder letter 2’)
 - (cc) 43 days (‘reminder letter 3’)
 - (iii) commence debt proceedings to recover any unpaid itemised invoice or reasonable expenses claim on the fiftieth day of receipt of the same where payment has not been made.

298. Schedule 15, N/A
Protective
Provisions -
Part 5

Sub-paragraph
numbering error
corrected, subsequent
numbering also
amended to reflect
change.

~~9-(1)~~ 55.—(1) Subject to sub- paragraphs (2) and (3), if by F
reason or in consequence of the construction of any of the works
referred to in in paragraph 510(2), or in consequence of the,
maintenance or failure of any of the authorised works by or on
behalf of the undertaker or in consequence of any act or default
of the undertaker (or any person employed or authorised by it) in
the course of carrying out such works, including without
limitation works carried out by the undertaker under this
Schedule or any subsidence resulting from any of these works
any damage is caused to any 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
Northern Powergrid, or there is any interruption in any service
provided by Northern Powergrid, or Northern Powergrid
becomes liable to pay any amount to a third party as a
consequence of any default, negligence or omission by the
undertaker in carrying out the authorised works, the undertaker
must—

- (a) bear and pay the cost reasonably incurred by Northern Powergrid in making good such damage or restoring the supply; and
- (b) reimburse Northern Powergrid for any other expenses, loss, damages, penalty, proceedings, claims or costs incurred by or recovered from Northern Powergrid,

by reason or in consequence of any such damage or interruption or Northern Powergrid becoming liable to any third party.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of Northern Powergrid, its officers, employees, servants, contractors or agents.

(3) Northern Powergrid 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, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

(4) Northern Powergrid must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which this paragraph ~~5354~~ applies. If requested to do so by the undertaker, Northern Powergrid must provide an explanation of how the claim has been minimised or details to substantiate any cost or compensation claimed pursuant to sub-paragraph (1). The undertaker shall only be liable under this paragraph ~~5354~~ for claims reasonably incurred by Northern Powergrid.

299. Schedule 15, N/A
Protective
Provisions -
Part 5

Minor typographical
correction.

57. Where in consequence of the proposed construction of any of the authorised development, the undertaker or Northern Powergrid requires the removal of apparatus under paragraph ~~510~~ or otherwise or Northern Powergrid makes requirements for the protection or alteration of apparatus under paragraph ~~532~~, the undertaker shall use its reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the need to ensure the safe and efficient operation of Northern Powergrid’s undertaking taking into account the undertaker’s desire for the efficient and economic execution of the authorised development and the undertaker and

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Northern Powergrid shall use reasonable endeavours to co-operate with each other for those purposes.

300. Schedule 15, Protective Provisions - Part 5	N/A	Minor typographical correction.	58. If in consequence of an agreement reached in accordance with paragraph 9-54 or the powers granted under this Order the access to any apparatus or alternative apparatus is materially obstructed, the undertaker shall provide such alternative means of access to such apparatus or alternative apparatus as will enable Northern Powergrid to maintain or use the said apparatus no less effectively than was possible before such obstruction.	F
301. Schedule 15, Protective Provisions - Part 5	N/A	Minor typographical correction.	60. Where practicable, the Undertaker undertaker and Northern Powergrid will make reasonable efforts to liaise and co-operate in respect of information that is relevant to the safe and efficient construction operation and maintenance of the authorised development. Such liaison shall be carried out where any works are: (a) within 15m of any above ground apparatus and / or; (b) are to a depth of between 0 – 4m below ground level of apparatus.	F
302. Schedule 15, Protective Provisions - Part 5	N/A	Minor typographical correction.	Application etc., 61. —(1) The provisions of this Part of this Schedule apply for the protection of National Highways and have effect unless otherwise agreed in writing between the undertaker and National Highways. (2) Except where expressly amended by the Order the operation of the powers and duties of National Highways or the Secretary of State under the 1980 Act, the 1984 Act, the 1991 Act, the Transport Act 2000, or Town and	F

Country Planning (General Permitted Development) (England) Order 2015 ~~which~~ shall continue to apply in respect of the exercise of all National Highways’ statutory functions.

303. Schedule 15, Protective Provisions - Part 6	N/A	Update to Protective Provisions based on discussions with National Highways.	<p>Interpretation</p> <p>62.—(1) Where the terms defined in article 2 (<i>interpretation</i>) of this Order are inconsistent with subparagraph (2) the latter prevail.</p> <p>(2) In this Part of this Schedule—</p> <p>“as built information” means one electronic copy of the following information—</p> <ul style="list-style-type: none">(a) as constructed drawings in both PDF and AutoCAD DWG formats for anything designed by the undertaker; in compliance with Interim Advice Note 184 or any successor document;(b) list of suppliers and materials used, as well as any relevant test results and CCTV surveys (if required to comply with DMRB standards);(c) product data sheets and technical specifications for all materials used;(d) as constructed information for any utilities discovered or moved during the works;(e) methods statements for the works carried out;(f) in relation to road lighting, signs, and traffic signals any information required by Series 1300 and 1400 of the Specification for Highway Works or any replacement or modification of it;(g) organisation and methods manuals for all products used;(h) as constructed programme;	F
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- (i) test results and records as required by the highway detailed design information and during construction phase of the project;
 - (j) a stage 3 road safety audit subject to any exceptions to the road safety audit standard as agreed by the undertaker and National Highways;
 - (k) the health and safety file; and
 - (l) such other information as is required by National Highways to be used to update all relevant databases and to ensure compliance with National Highway's Asset Data Management Manual as is in operation at the relevant time;

“the bond sum” means the sum equal to 200% of the cost of the carrying out the specified works (to include all costs plus any commuted sum) or such other sum agreed between the undertaker and National Highways;

“the cash surety” means the sum agreed between the undertaker and National Highways;

“commuted sum” means such sum calculated in accordance with FS Guidance S278 Commuted Lump Sum Calculation Method dated 18 January 2010 or any successor guidance, for which an estimate is to be provided prior to the commencement of the specified works, to be used to fund the future cost of maintaining the specified works;

“condition survey” means a survey of the condition of National Highways structures and assets within the Order limits that may be affected by the specified works;

“contractor” means any contractor or subcontractor appointed by the undertaker to carry out the specified works;

“defects period” means the period from the date of the provisional certificate to the date of the final certificate which shall be no less than 12 months from the date of the provisional certificate;

“reconducting detailed design information” means such of the following drawings specifications and calculations as are relevant to the development—

- (a) site clearance details;
 - (b) boundary, environmental and mitigation fencing;
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- (c) road restraints systems and supporting road restraint risk appraisal process assessment;
 - (d) drainage and ducting as required by DMRB CD 535 Drainage asset data and risk management and DMRB CS551 Drainage Surveys standards for Highways;
 - (e) earthworks including supporting geotechnical assessments required by DMRB CD622 Managing geotechnical risk and any required strengthened earthworks appraisal form certification;
 - (f) landscaping;
 - (g) traffic signs and road markings;
 - (h) stage 1 and stage 2 road safety audits and exceptions agreed;
 - (i) topographical survey;
 - (j) maintenance and repair strategy in accordance with DMRB GD304 Designing health and safety into maintenance or any replacement or modification of it;
 - (k) health and safety information including any asbestos survey required by GG105 or any successor document; and
 - (l) other such information that may be required by National Highways to be used to inform the detailed design of the specified works;

“highway detailed design information” means such of the following drawings specifications and calculations as are relevant to the development—

- (a) site clearance details;
 - (b) boundary, environmental and mitigation fencing;
 - (c) road restraints systems and supporting road restraint risk appraisal process assessment;
 - (d) drainage and ducting as required by DMRB CD 535 Drainage asset data and risk management and DMRB CS551 Drainage surveys – standards for Highways
 - (e) earthworks including supporting geotechnical assessments required by DMRB CD622 Managing geotechnical risk and any required strengthened earthworks appraisal form certification;
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- (f) pavement, pavement foundations, kerbs, footways and paved areas;
 - (g) traffic signs and road markings;
 - (h) traffic signal equipment and associated signal phasing and timing detail;
 - (i) road lighting (including columns and brackets);
 - (j) regime of California Bearing Ratio testing;
 - (k) electrical work for road lighting, traffic signs and signals;
 - (l) motorway communications as required by DMRB;
 - (m) highway structures and any required structural approval in principle;
 - (n) landscaping;
 - (o) proposed departures from DMRB standards;
 - (p) walking, cycling and horse riding assessment and review report;
 - (q) stage 1 and stage 2 road safety audits and exceptions agreed;
 - (r) utilities diversions;
 - (s) topographical survey;
 - (t) maintenance and repair strategy in accordance with DMRB GD304 Designing health and safety into maintenance or any replacement or modification of it;
 - (u) health and safety information including any asbestos survey required by GG105 or any successor document; and
 - (v) other such information that may be required by National Highways to be used to inform the detailed design of the specified works;

“DBFO contract” means the contract between National Highways and the highway operations and maintenance contractor for the maintenance and operation of parts of the strategic road network which are within the Order Limits or any successor or replacement contract that may be current at the relevant time;

“DMRB” means the Design Manual for Roads and Bridges or any replacement or modification of it;

“final certificate” means the certificate relating to those aspects of the specified works that have resulted in any alteration to the strategic road network to be issued by National Highways pursuant to paragraph 074;

“the health and safety file” means the file or other permanent record containing the relevant health and safety information for the authorised development required by the Construction Design and Management Regulations 2015 (or such updated or revised regulations as may come into force from time to time);

“highway operations and maintenance contractor” means the contractor appointed by National Highways under the DBFO contract;

“nominated persons” means the undertaker’s representatives or the contractor’s representatives on site during the carrying out of the specified works as notified to National Highways from time to time;

“programme of works” means a document setting out the sequence and timetabling of the specified works;

“provisional certificate” means the certificate of provisional completion relating to those aspects of the specified works that have resulted in any alteration to the strategic road network to be issued by National Highways in accordance with paragraph 070 when it considers the specified works are substantially complete and may be opened for traffic;

“road safety audit” means an audit carried out in accordance with the road safety audit standard;

“road safety audit standard” means DMRB Standard HD GG119 or any replacement or modification of it;

“road space booking” means road space bookings in accordance with National Highways’ Asset Management Operational Requirements (AMOR) including Network Occupancy Management System (NOMS) used to manage road space bookings and network occupancy;

“Specification for Highways Works” means the specification for highways works forming part of the manual of contract documents for highway works published by National Highways and setting out the requirements and approvals procedures for work, goods or materials used in the construction, improvement or maintenance of the strategic road network;

“specified works” means so much of any work, including highway works and signalisation, authorised by this Order including any maintenance of that work, as is on, in, under or over the strategic road network for which National Highways is the highway authority;

“strategic road network” means any part of the road network including trunk roads, special roads or streets for which National Highways is the highway authority including drainage infrastructure, street furniture, verges and vegetation and all other land, apparatus and rights located in, on, over or under the highway;

“utilities” means any pipes wires cables or equipment belonging to any person or body having power or consent to undertake street works under the New Roads and Street Works Act 1991; and

“winter maintenance” means maintenance of the road surface to deal with snow and ice.

(3) References to any standards, manuals, contracts, Regulations and Directives including to specific standards forming part of the DMRB are, for the purposes of this Part of this Schedule, to be construed as a reference to the same as amended, substituted or replaced, and with such modifications as are required in those circumstances.

304. Schedule 15, N/A
Protective
Provisions -
Part 6

Update to Protective
Provisions based on
discussions with National
Highways.

64. Notwithstanding the limits of deviation permitted pursuant to article 5^F (limits of deviation) of this Order, no works in carrying out, maintaining or diverting the authorised development may be carried out on, under or over the strategic road network at a distance; ~~when constructed,~~ within 5.5 metres vertically of the lowest point of the ground unless with the express consent of National Highways save in respect of any temporary oversailing equipment which falls below the 5.5m height temporarily during construction, provided that such equipment's installed position is above 5.5m, where such express consent is not required.

305. Schedule 15, Protective Provisions - Part 6	N/A	Minor typographical correction.	Works outside the order limits	F
<p>66. If the undertaker proposes se to carry out works to the strategic road network that are outside of the Order Limits in connection with the authorised development, the undertaker must enter into an agreement with National Highways in respect of the carrying out of those works prior to the commencement of those works.</p>				
306. Schedule 15, Protective Provisions - Part 6	N/A	Update to Protective Provisions based on discussions with National Highways.	Prior approvals and security	F
<p>67.—(1) In respect of any specified works being at least, when constructed, 5.5 metres above the surface of the strategic road network network <u>(including any temporary oversailing equipment which falls below the 5.5m height temporarily during construction, provided that such equipment's installed position is above 5.5m),</u> such works must not commence until—</p>				
<ul style="list-style-type: none"> (a) eEvidence that a stage 1 and stage 2 road safety audit has been carried out and all recommendations raised by them or any exceptions are approved by National Highways; (b) the programme of works has been approved by National Highways; (c) the reconductoring detailed design of the specified works comprising of the following details, insofar as considered relevant by National Highways, has been submitted to and approved by National Highways— <ul style="list-style-type: none"> (i) the detailed design information, including scaffolding to oversail the strategic road network, incorporating all recommendations and any exceptions approved by National Highways under sub-paragraph (a); (ii) details of the proposed road space bookings; (iii) the identity and suitability of the contractor and nominated persons; 				

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- (iv) a process for stakeholder liaison, with key stakeholders to be identified and agreed between National Highways and the undertaker;
 - (v) information demonstrating that the walking, cycling and horse riding assessment and review process undertaken by the undertaker in relation to the specified works has been adhered to in accordance with DMRB GG142 – Designing for walking, cycling and horse riding; and
- (d) where necessary, a scheme of traffic management has been submitted by the undertaker and approved by National Highways such scheme to be capable of amendment by agreement between the undertaker and National Highways from time to time, unless otherwise agreed by National Highways.
- (2) In respect of specified works save for those which fall under sub-paragraph (1), such works must not commence until—
- (a) a stage 1 and stage 2 road safety audit has been carried out and all recommendations raised by them or any exceptions are approved by National Highways;
 - (b) the programme of works has been approved by National Highways;
 - (c) the detailed design of the specified works comprising of the following details, insofar as considered relevant by National Highways, has been submitted to and approved by National Highways—
 - (i) the highway detailed design information, incorporating all recommendations and any exceptions approved by National Highways under sub-paragraph (a);
 - (ii) details of the proposed road space bookings;
 - (iii) the identity and suitability of the contractor and nominated persons;
 - (iv) a process for stakeholder liaison, with key stakeholders to be identified and agreed between National Highways and the undertaker;
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- (v) information demonstrating that the walking, cycling and horse riding assessment and review process undertaken by the undertaker in relation to the specified works has been adhered to in accordance with DMRB GG142 – Designing for walking, cycling and horse riding; and
 - (d) a scheme of traffic management has been submitted by the undertaker and approved by National Highways such scheme to be capable of amendment by agreement between the undertaker and National Highways from time to time;
 - (e) stakeholder liaison has taken place in accordance with the process for such liaison agreed between the undertaker and National Highways under sub-paragraph (c)(v) above;
 - (f) National Highways has approved the audit brief and CVs for all road safety audits and exceptions to items raised in accordance with the road safety audit standard;
 - (g) the undertaker has agreed the estimate of the commuted sum with National Highways;
 - (h) the scope of all maintenance operations (routine inspections, incident management, reactive and third party damage) to be carried out by the undertaker during the construction of the specified works (which must include winter maintenance) has been agreed in writing by National Highways;
 - (i) the undertaker has procured to National Highways collateral warranties in a form reasonably approved by National Highways from the contractor and designer of the specified works in favour of National Highways to include covenants requiring the contractor and designer to exercise all reasonable skill care and diligence in designing and constructing the specified works, including in the selection of materials, goods, equipment and plant; and
 - (j) a condition survey and regime of monitoring of any National Highways assets or structures that National Highways considers will be affected by the specified works, has been agreed in writing by National Highways,
unless otherwise agreed by National Highways.
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(3) The undertaker must not exercise –

(a) article 14 (temporary stopping up of streets, cycle tracks and public rights of way);

(b) article 19 (discharge of water);

(c) article 20 (protective works to buildings);

(d) article 21 (authority to survey and investigate the land);

(e) article 45 (2) (Traffic regulation) of this Order,

over any part of the strategic road network without the consent of National Highways, and National Highways may in connection with any such exercise require the undertaker to provide details of any proposed road space bookings and/or submit a scheme of traffic management for National Highways' approval. The undertaker must provide 28 days' notice of the exercise of Article 45 (1) (Traffic regulation) and National Highways may in connection with any such exercise require the undertaker to provide details of any proposed road space bookings and/or submit a scheme of traffic management for National Highways' approval.

(4) National Highways must prior to the commencement of the specified works or the exercise of any power referenced in sub-paragraph (3) inform the undertaker of the identity of the person who will act as a point of contact on behalf of National Highways for consideration of the information required under sub-paragraph (1), (2), (3) or (42).

(5) Any approval of National Highways required under this paragraph—

(a) must not be unreasonably withheld;

(b) must be given in writing;

(c) may be subject to any conditions as National Highways considers necessary;

(d) in respect of any approval under sub-paragraph (1), must be given by the end of the period of 28 days, beginning with the date on which any request for approval has been made and if National Highways has not intimated disapproval of those works and the grounds of disapproval within that period, the undertaker may serve upon National Highways written notice requiring National Highways to intimate approval or disapproval within a further period of 28 days

			<p>beginning with the date upon which National Highways receives written notice from the undertaker; and</p> <p>(e) in respect of any approval under sub-paragraph (2), shall be deemed to have been refused if neither given nor refused within 56 days of receipt of the information for approval or, where further particulars are requested by National Highways within 56 days of receipt of the information to which the request for further particulars relate.</p> <p>(6) Any change to the identity of the contractor and/or designer of the specified works will be notified to National Highways immediately and details of their suitability to deliver the specified works will be provided on request and <u>in respect of any specified works under sub-paragraph (2), collateral warranties in a form agreed by National Highways will be provided.</u></p> <p>(7) Any change to the detailed design of the specified works must be approved by National Highways in accordance with this paragraph.</p>	
307. Schedule 15, Protective Provisions - Part 6	N/A	Update to Protective Provisions based on discussions with National Highways.	<p>Construction of the specified works</p> <p>68.—(1) The undertaker must give National Highways 28 days’ notice in writing of the date on which the specified works will start unless otherwise agreed by National Highways.</p> <p>(2) The undertaker must comply with National Highways’ road space booking procedures prior to and during the carrying out of the specified works and no specified works for which a road space booking is required shall commence without a road space booking having first been secured from National Highways.</p> <p>(3) The specified works must be carried out by the undertaker to the satisfaction of National Highways in accordance with—</p> <p>(a) the relevant detailed design information and programme of works approved pursuant to paragraph Error! Reference source not found. or (2) as appropriate or as subsequently varied by agreement between the undertaker and National Highways;</p> <p>(b) the DMRB, the Manual of Contract Documents for Highway Works, including the Specification for Highway Works, together with all other relevant standards as required by National Highways to</p>	F

include, inter alia; all relevant interim advice notes, the Traffic Signs Manual and the Traffic Signs Regulations and General Directions 2016 save to the extent that exceptions from those standards apply which have been approved by National Highways; and

- (c) all aspects of the Construction (Design and Management) Regulations 2015 or any statutory amendment or variation of the same and in particular the undertaker, as client, must ensure that all client duties (as defined in the said regulations) are undertaken to the satisfaction of National Highways.

(4) The undertaker must permit and must require the contractor to permit at all reasonable times persons authorised by National Highways (whose identity must have been previously notified to the undertaker by National Highways) to gain access to the specified works for the purposes of inspection and supervision of the specified works.

(5) If any part of the specified works is constructed-

- (a) other than in accordance with the requirements of this Part of this Schedule; or
- (b) in a way that causes damage to the strategic road network or any other land of National Highways used for its undertaking,

National Highways acting properly and reasonably may by notice in writing require the undertaker, at the undertaker's own expense, to comply promptly with the requirements of this Part of this Schedule or remedy any damage notified to the undertaker under this Part of this Schedule, to the reasonable satisfaction of National Highways.

(6) If during the carrying out of the authorised development the undertaker or its appointed contractors or agents causes damage to the strategic road network then National Highways acting properly and reasonably may by notice in writing require the undertaker, at its own expense, to remedy the damage.

(7) If within 28 days on which a notice under sub-paragraph (6) or sub-paragraph (7) is served on the undertaker (or in the event of there being, in the opinion of National Highways, a danger to road users, within such lesser period as National Highways may stipulate), the undertaker has failed to take the steps required by that notice, National Highways may carry out the steps required of the undertaker and may recover any expenditure incurred by

National Highways in so doing such sum to be payable within 30 days of demand.

(8) Nothing in this Part of this Schedule prevents National Highways from carrying out any work or taking any such action as it reasonably believes to be necessary as a result of or in connection with the carrying out or maintenance of the authorised development without prior notice to the undertaker in the event of an emergency or to prevent the occurrence of danger to the public and National Highways may recover any expenditure it reasonably incurs in so doing.

(9) In constructing the specified works, the undertaker must at its own expense divert or protect all utilities and all agreed alterations and reinstatement of highway over existing utilities must be constructed to the reasonable satisfaction of National Highways.

(10) During the construction of the specified works approved under paragraph (2), the undertaker must carry out all maintenance (including winter maintenance) in accordance with the scope of maintenance operations agreed by National Highways pursuant to paragraph (2)(h) and the undertaker must carry out such maintenance at its own cost.

(11) The undertaker must notify National Highways if it fails to complete the specified works in accordance with the agreed programme pursuant to sub-paragraph (3)(b) or (2)(b) of this Part or suspends the carrying out of any specified work beyond a reasonable period of time and National Highways reserves the right to withdraw any road space booking granted to the undertaker to ensure compliance with its network occupancy requirements.

308. Schedule 15, Protective Provisions - Part 6	N/A	Update to Protective Provisions based on discussions with National Highways.	<p>Payments</p> <p>69.—(1) The undertaker must pay to National Highways a sum equal to the whole of any reasonable and proper costs and expenses which National Highways incurs (including costs and expenses for using internal or external staff and costs relating to any work which becomes abortive) in relation to the specified works and in relation to any approvals sought under this Order, or otherwise incurred under this Part, including—</p>	F
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- (a) the checking and approval of the information required under paragraph 675;
 - (b) the supervision of the specified works;
 - (c) the checking and approval of the information required to determine approvals under this Order;
 - (d) all costs in relation to the transfer of any land required for the specified works; and
 - (e) all legal and administrative costs and disbursements incurred by National Highways in connection with the Order and sub-paragraphs (a)-(d); and
 - (f) any value added tax which is payable by National Highways in respect of such costs and expenses and for which it cannot obtain reinstatement from HM Revenue and Customs,

together comprising “the NH costs”.

(2) The undertaker must pay to National Highways upon demand and prior to such costs being incurred the total costs that National Highways believe will be properly and necessarily incurred by National Highways in undertaking any statutory procedure or preparing and bringing into force any traffic regulation order or orders necessary to carry out or for effectively implementing the authorised development.

(3) National Highways must provide the undertaker with a schedule showing its estimate of the NH costs prior to the commencement of the specified works and the undertaker must pay to National Highways the estimate of the NH costs prior to commencing the specified works and in any event prior to National Highways incurring any cost but the absence of such estimate will not inhibit the commencement of the specified works by the undertaker.

(4) If at any time after the payment referred to in sub-paragraph (3) has become payable, National Highways reasonably believes that the NH costs will exceed the estimated NH costs it may give notice to the undertaker of the amount that it believes the NH costs will exceed the estimate of the NH costs (the excess) and the undertaker must pay to National Highways within 3042 days of the date of the notice a sum equal to the excess.

(5) National Highways must give the undertaker a final account of the NH costs referred to in sub- paragraph (1) above within 91 days of the issue of the provisional certificate issued pursuant to paragraph (9).

(6) Within ~~3042~~ days of the issue of the final account:

309. Schedule 15, Protective Provisions - Part 6	N/A	Minor typographical correction.	Provisional Certificate	F
			<p>70—(1) Following any closure or partial closure of any of the strategic road network for the purposes of carrying out the specified works, National Highways will carry out a site inspection to satisfy itself that the strategic road network is, in its opinion, safe for traffic and the undertaker must comply with any requirements of National Highways prior to reopening the strategic road network.</p>	
			<p>(7) As soon as the undertaker considers that the provisional certificate may be properly issued it must apply to National Highways for the provisional certificate.</p>	
			<p>(8) Following an application for a provisional certificate, National Highways must as soon as reasonably practicable—</p>	
			<ul style="list-style-type: none">(a) inspect the specified works; and(b) provide the undertaker with a written list of works that are required for the provisional certificate to be issued or confirmation that no further works are required for this purpose.	
			<p>(9) When—</p> <ul style="list-style-type: none">(a) a stage 3 road safety audit for the specified works has been carried out and all recommendations raised including remedial works have (subject to any exceptions agreed) been approved by National Highways;(b) the specified works incorporating the approved remedial works under sub-paragraph (4)(a) and any further works notified to the	

undertaker pursuant to sub-paragraph ~~10~~(3)(b) have been completed to the satisfaction of National Highways;

(c) the as built information has been provided to National Highways; and

(d) in respect of any specified works captured by paragraph (2), the undertaker has paid the commuted sum to National Highways,

National Highways must issue the provisional certificate.

310. Schedule 15, N/A
Protective
Provisions -
Part 6

Minor typographical
correction.

Final condition survey

F

72.— In respect of any specified works approved under paragraph ~~67~~(1) or ~~67~~(2) —

(2) The undertaker must, as soon as reasonably practicable after making its application for a provisional certificate pursuant to paragraph (7), arrange for the highways structures and assets that were the subject of the condition survey to be re-surveyed and must submit the re-survey to National Highways for its approval. The re-survey will include a renewed geotechnical assessment required by DMRB CD622 if the specified works include any works beneath the strategic road network.

(3) If the re-survey carried out pursuant to ~~sub-paragraph 70~~ **Error! Reference source not found.** indicates that any damage has been caused to a structure or asset, the undertaker must submit a scheme for remedial works in writing to National Highways for its approval in writing and the undertaker must carry out the remedial works at its own cost and in accordance with the scheme submitted.

(4) If the undertaker fails to carry out the remedial work in accordance with the approved scheme, National Highways may carry out the steps required of the undertaker and may recover any expenditure it reasonably incurs in so doing.

(5) National Highways may, at its discretion, at the same time as giving its approval to the re- surveys pursuant to ~~sub-paragraph 70~~ **Error! Reference source not found.** give notice in writing that National Highways will remedy

any damage identified in the re-surveys and National Highways may recover any expenditure it reasonably incurs in so doing.

(6) The undertaker must make available to National Highways upon request copies of any survey or inspection reports produced pursuant to any inspection or survey of any specified work following its completion that the undertaker may from time to time carry out.

311. Schedule 15, Protective Provisions - Part 6	N/A	Update to Protective Provisions based on discussions with National Highways.	Final certificate	F
			<p>74.—(1) In respect of any specified works approved under paragraph (2)—</p> <ul style="list-style-type: none">(a) the undertaker must apply to National Highways for the final certificate no sooner than 12 months from the date of the provisional certificate.(b) following receipt of the application for the final certificate, National Highways must as soon as reasonably practicable:<ul style="list-style-type: none">(i) inspect the strategic road network; and(ii) provide the undertaker with a written list of any further works required to remedy or make good any defect or damage in the strategic road network or confirmation that no such works are required for this purpose.(c) The undertaker must carry out such works notified to it pursuant to sub-paragraph 67+4(2).(d) When National Highways is satisfied that:<ul style="list-style-type: none">(i) any defects or damage arising from defects during the defects period and any defects notified to the undertaker pursuant to sub-paragraph 65+4(2) and any remedial works required as a result of the stage 4 road safety audit have been made good to the satisfaction of National Highways; and(ii) the NH costs have been paid to National Highways in full;(iii) National Highways must issue the final certificate after which the bond shall be released in full.	

(e) The undertaker must pay to National Highways within ~~3042~~ days of demand the costs reasonably incurred by National Highways in identifying the defects and supervising and inspecting the undertaker's work to remedy the defects that it is required to remedy pursuant to these provisions.

(2) In respect of any specified works approved under paragraph **Error! Reference source not found.**, the undertaker may apply for a final certificate at any time following issue of the provisional certificate, whereupon National Highways must issue a final certificate forthwith.

312. Schedule 15, Protective Provisions - Part 6	N/A	Updated throughout for consistency of approach.	Indemnity 77.—(1) The undertaker fully indemnifies National Highways from and against all costs, claims, expenses, damages, losses and liabilities suffered by National Highways directly arising from the construction, maintenance or use of the specified works or exercise of or failure to exercise any power under this Order <u>within 30 days of demand</u> save for any loss arising out of or in consequence of any negligent act or default of National Highways. (2) Any indemnity under this part of Schedule 15 shall be limited to a maximum aggregate liability of the <u>u</u> ndertaker to National Highways for all claims to a sum of £30,000,000 (thirty million pounds sterling).	F
313. Schedule 15, Protective Provisions - Part 6	N/A	Update to Protective Provisions based on discussions with National Highways.	Land 79.—(1) Following the issue of a final certificate pursuant to paragraph 0 National Highways may serve notice on the undertaker that it wishes to take a freehold transfer of land within the extent of strategic road network boundary which is not in the ownership of National Highways but has been acquired by the undertaker for the purposes of carrying out the specified works approved under paragraph (2). (2) If the undertaker receives notice under sub-paragraph (1) then the undertaker must effect a freehold transfer of the land which is the subject of	F

the notice and complete such transfer as soon as reasonably practicable at no cost to National Highways.

(3) The undertaker must not under the powers of this Order:

(a) acquire freehold land forming part of; and/or

(b) seek to impose or extinguish any restrictive covenants over

(c) any part of the strategic road network or extinguish any existing rights of National Highways in respect of land owned by National Highways used for its undertaking and any third party property used for National Highways' undertaking, except with the consent of National Highways by written request to legalservicesinbox@nationalhighways.co.uk.

(4) Where any land or interest is proposed to be acquired for the benefit of National Highways, the undertaker must, unless otherwise agreed by National Highways, exercise article 22 (compulsory acquisition of land) and article 25 (compulsory acquisition of rights) as applied by articles 32 (modification of Part 1 of the 1965 Act) and article 33 (application of the 1981 Act) of this Order to directly vest in National Highways any such land or interest.

314. Schedule 15, N/A
Protective
Provisions -
Part 7

Updated cross
referencing throughout
Schedule 15 to account
for amendments made
following negotiation with
Statutory Undertakers.

81.—(1) For the protection of National Gas Transmission PLC (“NGT”) as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and NGT.
(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and NGT, where the benefit of this Order is transferred or granted to another person under article 7 (Consent to transfer benefit of the Order)—
(a) any agreement of the type mentioned in subparagraph (1) has effect as if it had been made between NGT and the transferee or grantee (as the case may be); and

(b) written notice of the transfer or grant must be given to NGT on or before the date of that

transfer or grant.

(3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to

NGT (but without prejudice to ~~89(4)~~91(4)(b)).

Note:

all subsequent cross references automatically updated.

315. Schedule 15, Protective Provisions - Part 8	N/A	Updated throughout for consistency of approach.	Application 97. For the protection of the s Statutory undertaker the following provisions shall, unless otherwise agreed in writing between the u Undertaker and the s Statutory undertaker, have effect.	F
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316. Schedule 15, Protective Provisions - Part 8	N/A	Updated throughout for consistency of approach.	99. Except for paragraphs 98 100 (apparatus of Statutory undertaker in stopped up streets), 102-104 (retained apparatus: protection), 105 (expenses) and 106 (Indemnity) this Schedule does not apply to apparatus in respect of which the relations between the u Undertaker and the s Statutory undertaker are regulated by the provisions of Part 3 of the 1991 Act.	F
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317. Schedule 15, Protective Provisions - Part 8	N/A	Updated throughout for consistency of approach.	<p>Apparatus of Statutory undertaker in stopped up streets</p> <p>100. Where any street is temporarily stopped up or diverted under the powers of the relevant article of the Order (article 14 (temporary stopping up of streets, cycle tracks and public rights of way) of this Order), the Statutory undertaker shall be at liberty at all times to take all necessary access across any such stopped up highway and/or to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway, subject always to the <u>u</u>ndertaker’s unimpeded ability to carry out the Works.</p>	F
318. Schedule 15, Protective Provisions - Part 8	N/A	Updated throughout for consistency of approach.	<p>Acquisition of land</p> <p>101. Regardless of any provision in the Order or anything shown on the land plans or contained in the book of reference to the Order, the <u>u</u>ndertaker shall not acquire any apparatus owned by the Statutory undertaker or override any easement or other interest of the <u>s</u>Statutory undertaker otherwise than by agreement.</p>	F
319. Schedule 15, Protective Provisions - Part 8	N/A	Updated throughout for consistency of approach.	<p>Removal or diversion of apparatus</p> <p>102.—(1) If the <u>u</u>ndertaker acquires any interest in land in which the <u>s</u>Statutory undertaker’s apparatus is placed, that apparatus shall not be removed and any right of a <u>s</u>Statutory undertaker to maintain that apparatus in that land shall not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the <u>s</u>Statutory undertaker provided that the <u>s</u>Statutory undertaker shall use all reasonable endeavours to construct and install such alternative apparatus as soon as reasonably practicable.</p> <p>(2) If, for the purpose of executing any Works, the <u>u</u>ndertaker requires the removal or diversion of any apparatus, it shall give to the <u>s</u>Statutory undertaker written notice of that requirement, together with a plan of the Works and the removal or diversion works proposed, the proposed position</p>	F

of the alternative apparatus, and the proposed timeline for the works. The sStatutory undertaker shall reasonably approve these details within 28 days of receipt of such plan. The uUndertaker shall afford to the sStatutory undertaker to their reasonable satisfaction the necessary facilities and rights for:

- (a) the construction of alternative apparatus in other land either within the order land or otherwise; and
- (b) the maintenance of that apparatus

and the sStatutory undertaker shall complete the works using its reasonable endeavours to meet the uUndertaker's proposed timeline, and in any event without undue delay, in accordance with the details provided by the uUndertaker under this sub-paragraph or as otherwise reasonably agreed by the uUndertaker.

(3) If, in consequence of the Works carried out by the uUndertaker, the sStatutory undertaker reasonably needs to remove or divert any of its apparatus, it shall without undue delay give the uUndertaker written notice of that requirement, together with a plan of the work proposed, the proposed position of the alternative apparatus and the proposed timeline for the works. the uUndertaker shall reasonably approve these details and shall afford to the sStatutory undertaker to their reasonable satisfaction the necessary facilities and rights for—

- (a) the construction of alternative apparatus; and
- (b) the maintenance of that apparatus

and the sStatutory undertaker shall complete the works without undue delay and in accordance with the approved details. If agreement cannot be reached the sStatutory Undertaker reserves the right to terminate the Deed with immediate effect without liability.

~~(4) NOT USED~~

~~(5) NOT USED~~

~~(6) NOT USED~~

~~(7)~~(4) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the uUndertaker, or the uUndertaker is unable to afford such facilities and rights as are mentioned

in sub-paragraphs (2) and (3), the sStatutory undertaker shall, on receipt of a written notice to that effect from the uUndertaker, take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed, but this obligation shall not require the sStatutory undertaker to use its compulsory purchase powers unless it elects to so do.

(8)(5) Paragraphs 105 (Expenses) ~~and 106 (Indemnity)~~ of this Schedule applies to removal or diversions works under this paragraph 0, but the sStatutory undertaker must provide to the uUndertaker a reasonable cost estimate for works that it proposes to carry out for the uUndertaker's approval.

320. Schedule 15, N/A
Protective
Provisions -
Part 8

Updated throughout for
consistency of approach.

Facilities and rights for alternative apparatus

F

103.—(1) Where, in accordance with the provisions of this Schedule, the uUndertaker affords to the sStatutory undertaker facilities and rights for the construction and maintenance in the uUndertaker's land of alternative apparatus in substitution for apparatus to be removed, those facilities and rights shall be granted upon such terms and conditions as may be agreed between the uUndertaker and the sStatutory undertaker and shall be no less favourable on the whole to the sStatutory undertaker than the facilities and rights enjoyed by it in respect of the apparatus to be removed, unless otherwise reasonably agreed.

(2) If the facilities and rights to be afforded by the uUndertaker in respect of any alternative apparatus in the uUndertaker's land are less favourable on the whole to the sStatutory undertaker than the facilities and rights enjoyed by it in respect of the apparatus to be removed, then the uUndertaker and the sStatutory undertaker shall agree appropriate compensation for the extent to which the new facilities and rights render the sStatutory undertaker less able to effectively carry out its undertaking or require it to do so at greater cost. If the amount of compensation cannot be agreed, then either the uUndertaker or the sStatutory undertaker may refer the matter to arbitration as per article 53 (arbitration) of this Order.

321. Schedule 15, N/A
Protective
Provisions -
Part 8

Updated throughout for
consistency of approach.

Retained apparatus: protection

F

104.—(1) Not less than 28 days before commencing the execution of any Works that will or may affect any apparatus, the removal or diversion of which has not been required by the undertaker under paragraph (2) or otherwise or by the statutory undertaker under paragraph **Error! Reference source not found.**, the undertaker shall submit to the statutory undertaker in question a plan showing the Works and the apparatus.

(2) In relation to works which will or may be situated on, over, under or within 15 metres measured in any direction of any apparatus, or (wherever situated) impose any load directly upon any apparatus or involve embankment works within 15 metres of any apparatus, the plan to be submitted to the statutory undertaker under sub-paragraph (1) shall be detailed including a method statement and describing—

- (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; and
- (e) by way of detailed drawings, every alteration proposed to be made close to (within 15 metres of) any apparatus.

(3) The undertaker shall not commence the construction or renewal of any works to which sub-paragraphs (1) or (2) apply until the statutory undertaker has given written approval of the plan so submitted.

(4) Any approval of the statutory undertaker required under sub-paragraph (3)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (5) or (7); and
- (b) shall not be unreasonably withheld or delayed.

(5) In relation to works to which sub-paragraph (2) applies, the statutory undertaker may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its system against

interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works executed under the Order to which this paragraph 104 applies shall be executed only in accordance with the relevant plan, notified under sub-paragraph (1) and approved (with conditions, if applicable) under sub-paragraph (4), as amended from time to time by agreement between the undertaker and the statutory undertaker. The statutory undertaker shall be entitled to watch and inspect the execution of those Works.

(7) Where the statutory undertaker requires any protective works or subsidence monitoring to be carried out either by itself or by the undertaker (whether of a temporary or permanent nature), the statutory undertaker shall give the undertaker notice of such requirement in its approval under sub-paragraph (3), and

- (a) such protective works shall be carried out to the statutory undertakers' reasonable satisfaction prior to the carrying out of the relevant part of the Works;
- (b) ground subsidence monitoring shall be carried out in accordance with a scheme approved by the statutory undertaker (such approval not to be unreasonably withheld or delayed), which shall set out:
 - (i) the apparatus which is to be subject to such monitoring;
 - (ii) the extent of land to be monitored;
 - (iii) the manner in which ground levels are to be monitored;
 - (iv) the timescales of any monitoring activities; and
 - (v) the extent of ground subsidence which, if exceeded, shall require the undertaker to submit for the statutory undertaker's approval a ground subsidence mitigation scheme in respect of such subsidence;
- (c) if a subsidence mitigation scheme is required, it shall be carried out as approved by the statutory undertaker (such approval not to be unreasonably withheld or delayed).

(8) Nothing in this paragraph shall preclude 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 the relevant 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.

(9) The undertaker shall not be required to comply with sub-paragraphs (1) or (2) where it needs to carry out emergency works as defined in the 1991 Act, but in that case it shall give to the statutory undertaker notice as soon as is reasonably practicable and a plan of those works shall comply with the other requirements in this paragraph insofar as is reasonably practicable in the circumstances, provided that it always complies with sub-paragraph (10).

(10) At all times when carrying out any works authorised under the Order that may or will affect the apparatus, the undertaker shall comply with the statutory undertaker’s policies for safe working in proximity to gas apparatus including the “Specification for safe working in the vicinity of Northern Gas Networks, Gas pipelines and associated installation requirements for third parties “NGN/SPSSW22” and the Health and Safety Executive guidance document “HS(G)47 Avoiding Danger from underground services”.

322. Schedule 15, N/A
Protective
Provisions -
Part 8

Updated throughout for
consistency of approach.

Expenses

F

105.—(1) Subject to the following provisions of this paragraph, the undertaker shall repay to the statutory undertaker as soon as reasonably practicable all charges, costs and expenses reasonably and properly incurred by the statutory undertaker in, or in connection with, the inspection, removal or diversion, relaying or replacing, alteration or protection of any apparatus or the construction of any new apparatus which may be reasonably required and necessary in consequence of the execution of the Works, including without limitation—

- (a) any costs reasonably incurred or compensation properly paid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus, including without limitation in the event that the statutory undertaker elects to use compulsory purchase powers to acquire any necessary rights under 0;
 - (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
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- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
 - (d) the approval of plans;
 - (e) the carrying out of protective works;
 - (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 works carried out pursuant to this Schedule; and
 - (g) any statutory loss of supply payments under the ‘Guaranteed Standards of Service’ regime that the sStatutory undertaker may incur in consequence of the works, but in the event that such payments are likely to become payable, the sStatutory undertaker shall give the undertaker notice as soon as reasonably practicable of the payments and the likely amount.

(2) The sStatutory undertaker shall use its reasonable endeavours to mitigate in whole or in part, and in any event to minimise, any expenses capable of being claimed under sub-paragraph (1). If requested to do so by the undertaker, the sStatutory undertaker shall provide an explanation of how the claimed expenses have been minimised. The undertaker shall only be liable to pay expenses that have been reasonably incurred.

(3) There shall be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal and not including the costs (if any) of disposing that apparatus.

(4) If in accordance with the provisions of this part of this Schedule—

- (a) apparatus of greater capacity or of greater dimensions is placed in substitution for existing apparatus; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

then, if this incurs greater expense than would have been incurred by a like-for-like (or as close as practicable to like-for like) replacement at the same depth, the undertaker shall not be liable for this additional expense.

(5) For the purposes of sub-paragraph (4)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus shall not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus.

323. Schedule 15, N/A
Protective
Provisions -
Part 8

Updated throughout for
consistency of approach.

Indemnity

F

106.—(1) Subject to sub-paragraphs (2), (3) and (4), and without detracting from paragraph 105 above, if by reason or in consequence of the construction of any works carried out under this Schedule or in consequence of the construction, use, maintenance or failure of any of the Works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including 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 those works) or property of the statutory undertaker, or there is any interruption in any service provided, or in the supply of any goods, by the statutory undertaker, or the statutory undertaker becomes liable to pay any amount to any third party, the undertaker shall—

- (a) indemnify the statutory undertaker any costs reasonably incurred by the statutory undertaker in making good such damage or restoring the supply; and
- (b) indemnify the statutory undertaker for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs (save to the extent that the same arises due to the sole, or complete act, neglect or default of the statutory undertaker) incurred by or recovered from the statutory undertaker.

(2) The fact that any act or thing may have been done by the statutory undertaker on behalf of the undertaker or in accordance with a plan approved by the statutory undertaker or in accordance with any requirement

of the sStatutory undertaker or under its supervision shall not (subject to sub-paragraph (4)), excuse the uUndertaker from liability under the provisions of this sub-paragraph (1). unless caused by an act or omission of the sStatutory undertaker.

(3) The sStatutory undertaker shall use its reasonable endeavours to mitigate in whole or in part, and in any event to minimise, any costs, expenses, loss, demands, penalties etc. capable of being claimed under sub-paragraph (1). If requested to do so by the uUndertaker, the sStatutory undertaker shall provide an explanation of how the claimed expenses have been minimised. The uUndertaker shall only be liable to pay expenses that have been reasonably incurred.

(4) Nothing in sub-paragraphs (1) or (2) shall impose any liability on the uUndertaker with respect to any damage or interruption to the extent that it is attributable to the neglect or default of the sStatutory undertaker, its officers, servants, contractors or agents.

(5) The sStatutory undertaker shall give the uUndertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made without first consulting the uUndertaker and considering their promptly made representations to the extent practicable.

(6) Any liability under paragraph (1) shall be limited to a maximum aggregate liability of the uUndertaker to the sStatutory undertaker for all claims under this Part to a sum of £10,000,000.00 (ten million pounds sterling).

324. Schedule 15, N/A
Protective
Provisions -
Part 8

Updated throughout for
consistency of approach/
typographical correction.

Enactments and agreements

107. Nothing in this Schedule shall affect the provisions of any enactment or agreement regulating the relations between the uUndertaker and the sStatutory undertaker in respect of any apparatus laid or erected in land belonging to the uUndertaker.

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325. Schedule 15, Protective Provisions - Part 8	N/A	Updated throughout for consistency of approach/typographical correction.	Co-operation	F
<p>108. Where in consequence of the proposed construction of any of the Works the <u>u</u>ndertaker or the <u>s</u>tatutory undertaker requires the removal of apparatus in accordance with the provisions of these Protective Provisions, each party shall use all reasonable endeavours to co-ordinate the execution of such works in the interests of safety and the efficient and economic execution of such works, taking into account the absolute need to ensure the safe and efficient operation of the <u>s</u>tatutory undertaker’s undertaking and its apparatus and the safe and efficient operation of the <u>u</u>ndertaker’s apparatus.</p>				
326. Schedule 15, Protective Provisions - Part 8	N/A	Updated throughout for consistency of approach/typographical correction.	Access	F
<p>109. If in consequence of the powers granted under the Order, the access to any apparatus is materially obstructed, the <u>u</u>ndertaker shall provide such alternative means of access to such apparatus as will enable the <u>s</u>tatutory undertaker to maintain or use the apparatus no less effectively than was possible before such obstruction.</p>				
327. Schedule 15, Protective Provisions - Part 8	N/A	Updated throughout for consistency of approach/typographical correction.	Arbitration	F
<p>110. Any difference or dispute arising between the <u>u</u>ndertaker and the <u>s</u>tatutory undertaker under this Schedule shall, unless otherwise agreed in writing between the <u>u</u>ndertaker and that <u>s</u>tatutory undertaker, be determined by arbitration in accordance with the relevant article of the Order.</p>				

328. Schedule 15, Protective Provisions - Part 8	N/A	Updated throughout for consistency of approach/typographical correction.	Works falling outside of development authorised by the order	F
			<p>111. Nothing in this schedule shall require the uUndertaker to carry out works, or require the uUndertaker to enable the sStatutory undertaker to carry out works, that are not authorised by the Order. The sStatutory undertaker shall not request any alteration, diversion, protective work or any other work which is not authorised to be carried out under the Order (but for the avoidance of doubt, it may elect to carry out such works itself under any other planning permission, permitted development rights or statutory powers (including those of compulsory acquisition) available to it).</p>	
329. Schedule 15, Protective Provisions - Part 8	N/A	Minor typographical amendment.	Cathodic protection testing	F
			<p>112. Where in the reasonable opinion of either party:</p> <ul style="list-style-type: none"> (a) the Authorised Development might interfere with the existing cathodic protection forming part of the apparatus; or (b) the apparatus might interfere with the proposed or existing cathodic protection forming part of the Authorised Development; <p>the parties shall co-operate in undertaking the tests which they consider reasonably necessary for ascertaining the nature and extent of such interference and measures for providing or preserving cathodic protection.</p>	

Table 1.6 – Schedule of Changes to version F of the draft DCO [REP7-059]

Ref.	DCO Ref.	Consultee	Rationale for the change/comments from consultee	Change made	DCO Version
September 2023					
330.	Schedule 15, Protective Provisions – Part 8, paragraph 99.	N/A	Update to Protective Provisions based on further negotiation with Northern Gas Networks	(99) Except for paragraphs Error! Reference source not found. (<i>apparatus of Statutory undertaker in stopped up streets</i>), 104 (<i>retained apparatus: protection</i>) and , 105 (<i>expenses</i>) and 106 (<i>Indemnity</i>) , this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the statutory undertaker are regulated by the provisions of Part 3 of the 1991 Act.	G
331.	Schedule 15, Protective Provisions – Part 8, paragraph 106.	N/A	Update to Protective Provisions based on further negotiation with Northern Gas Networks	INDEMNITY 106.—(1) Subject to sub-paragraphs (2), (3) and (4), and without detracting from paragraph 105 above, if by reason or in consequence of the construction of any works carried out under this Schedule or in consequence of the construction, use, maintenance or failure of any of the Works by or on behalf of the undertaker or in consequence of any act or default of the Undertaker (or any person employed or authorised by him) in the course of carrying out such works, including 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 those works) or property of the statutory undertaker, or there is any interruption in any service provided, or in the supply of any goods, by the statutory undertaker, or the statutory undertaker becomes liable to pay any amount to any third party, the undertaker shall— (a) indemnify the statutory undertaker any costs reasonably incurred by the statutory undertaker in making good such damage or restoring the supply; and	G

~~(b) indemnify the statutory undertaker for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs (save to the extent that the same arises due to the sole, or complete act, neglect or default of the statutory undertaker) incurred by or recovered from the statutory undertaker.~~

~~(2) The fact that any act or thing may have been done by the statutory undertaker on behalf of the undertaker or in accordance with a plan approved by the statutory undertaker or in accordance with any requirement of the statutory undertaker or under its supervision shall not (subject to sub paragraph (4)), excuse the undertaker from liability under the provisions of this sub paragraph (1) unless caused by an act or omission of the statutory undertaker.~~

~~(3) The statutory undertaker shall use its reasonable endeavours to mitigate in whole or in part, and in any event to minimise, any costs, expenses, loss, demands, penalties etc. capable of being claimed under sub paragraph (1). If requested to do so by the undertaker, the statutory undertaker shall provide an explanation of how the claimed expenses have been minimised. The undertaker shall only be liable to pay expenses that have been reasonably incurred.~~

~~(4) Nothing in sub paragraphs (1) or (2) shall impose any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the neglect or default of the statutory undertaker, its officers, servants, contractors or agents.~~

~~(5) The statutory undertaker shall give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made without first consulting the undertaker and considering their promptly made representations to the extent practicable.~~

~~Any liability under paragraph (1) shall be limited to a maximum aggregate liability of the undertaker to the statutory undertaker for all claims under this Part to a sum of £10,000,000.00 (ten million pounds sterling).~~

**Subsequent paragraph numbering amended.*

332. Schedule N/A
17,
Hedgerows
which
may be
removed

Minor
typographical
amendment to
reflect the latest
document
version.

HEDGEROWS WHICH MAY BE REMOVED

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<i>(1) Hedgerow</i>	<i>(2) Grid reference</i>	<i>(3) Importance</i>	<i>(4) Sheet number on Figure 8.6(B, (Volume 5, Document 5.4.8(CB))</i>
HE001	SE 57926 60107	Important	Sheet 1

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