

A47 Blofield to North Burlingham Dualling

Scheme Number: TR010040

Volume 9

9.5 Statutory Undertakers - Progress Schedule

The Infrastructure Planning (Examination Procedure) Rules 2010
Rule 8(1)(c)

Planning Act 2008

Infrastructure Planning (Applications: Prescribed
Forms and Procedure) Regulations 2009

September ~~August~~ 2021

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Infrastructure Planning

Planning Act 2008

**The Infrastructure Planning
(Applications: Prescribed Forms and
Procedure) Regulations 2009**

A47 Blofield to North Burlingham
Development Consent Order 202[x]

STATUTORY UNDERTAKERS - PROGRESS SCHEDULE

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1 EXQ1 1.5.4: PA2008 S127 STATUTORY UNDERTAKERS' LAND / RIGHTS

Statutory Undertaker name	Nature of the undertaking	Land / rights affected	In relation to land, whether and if so, how the tests in s127(3) (a) or (b) can be met	In relation to rights, whether and if so, how the tests in s127(6) (a) or (b) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representation(s) withdrawn in whole or part
Cadent Gas Ltd	Gas distribution	<p>Permanent Acquisition: 5/2</p> <p>Acquisition of Rights: 1/2e, 1/2f, 1/8, 1/9, 1/10, 1/10a, 1/11, 1/12, 2/1, 2/2d, 2/11, 2/12, 2/16, 2/19, 3/2, 4/2, 4/3, 4/7, 4/7a, 4/7b, 5/1, 5/4, 5/5b, 5/5c, 6/1, 6/1b, 6/1d, 6/1e, 6/1m, 6/1n, 6/2, 6/2b, 6/4, 6/5, 6/6a, 6/6b, 6/8, 6/15, 7/1a, 7/3b, 7/4, 7/4a, 7/4b, 7/5, 8/1a, 8/6b</p> <p>Temporary Possession: 1/9a, 1/9b, 1/10b, 1/11a, 1/12a, 1/12b, 2/1a, 2/1c, 2/1d, 2/1e, 2/19a, 2/19b, 3/2a, 3/2b, 3/2c, 3/2d, 4/7c, 4/7d, 4/7e, 5/1a, 5/1b, 5/5a, 5/5d, 5/5f, 6/1a, 6/1c, 6/1f, 6/1g, 6/1h, 6/1i, 6/1j, 6/1l, 6/2a, 6/2c, 6/6, 6/15a, 6/15b, 6/17, 7/1, 7/1b, 7/3, 7/3a, 7/5a, 8/1, 8/5, 8/5a, 8/6</p>	<p>The apparatus held by Cadent in plot 5/2 will be removed as is redundant when Cadent's intermediate pressure gas main is relocated.</p> <p>The test in s127(3)(b) can be met through the provisions of protective provisions for gas undertakers, which are included in the dDCO, Schedule 9 Part 1.</p> <p>Discussions continue with Cadent.</p>	<p>Protective provisions in favour of Cadent have been added to for gas undertakers are included in the dDCO, Schedule 9 Part 44 at Deadline 4. Note these continue to be the subject of negotiation and may be changed during the examination. The test in s127(6)(b) can be met.</p>	<p>Cadent Gas Ltd has provided a draft agreement which the Applicant is considering together with the form of protective provisions preferred by Cadent.</p> <p>Negotiations are continuing with Cadent, and Protective provisions in favour of Cadent have been included in the dDCO for Deadline 4.</p>	No	<p>Representation received.</p> <p>Status: not withdrawn</p>

2 EXQ1 1.5.5: PA2008 S138 STATUTORY UNDERTAKERS' APPARATUS

Statutory Undertaker name	Nature of the undertaking	Rights to be extinguished	Apparatus to be removed	In relation to rights, whether and if so, how the tests in s138 (4) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representation(s) withdrawn in whole or part
Anglian Water Services Ltd	Utilities	<p>Acquisition of Rights: 1/2f, 1/2g, 1/2h, 1/2i, 1/2j, 1/8, 1/9, 1/10, 1/10a, 1/11, 1/12, 2/2, 2/2c, 2/2d, 2/2e, 2/2f, 2/2g, 2/2h, 2/7, 2/9, 2/10, 2/11, 2/12, 2/13, 2/17b, 2/17c, 4/1, 4/2, 4/5c, 4/5d, 4/6, 4/7, 4/7a, 4/7b, 4/10, 5/6, 6/3, 6/3c, 6/3h, 6/3k, 6/5, 6/6b, 6/8, 6/10, 6/11, 6/12, 6/13, 6/15, 6/16, 7/6, 8/2, 8/3, 8/3e, 8/3g, 8/6b, 8/7</p> <p>Temporary Possession: 1/9a, 1/9b, 1/10b, 1/11a, 2/17, 2/17a, 4/2a, 4/4, 4/7c, 4/7d, 4/7e, 6/6, 6/9, 7/3, 8/6</p>	<p>Relevant rights to be extinguished and relevant apparatus to be moved.</p> <p>Diversionary works required at various locations across the Scheme, subject to detailed design.</p> <p>Principle of diversions to be agreed through the C3 design and costing process.</p>	<p>The test in s138(4) can be met. The compulsory acquisition of rights would not result in serious detriment to the carrying on of the undertaking as specific protective provisions are provided in Part 3 of Schedule 9 of the dDCO (as amended at Deadline 4). Note these continue to be the subject of further negotiation and may be changed during the examination.</p>	<p>Protective provisions are currently under discussion with Anglian Water.</p> <p>Negotiations are continuing with Anglian Water, and revised protective provisions in favour of Anglian Water have been included in the dDCO for Deadline 4.</p>	No	No representation received.

Statutory Undertaker name	Nature of the undertaking	Rights to be extinguished	Apparatus to be removed	In relation to rights, whether and if so, how the tests in s138 (4) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representation(s) withdrawn in whole or part
British Gas PLC	Gas distribution	Acquisition of Rights: 1/9, 1/10, 1/10a, 1/12, 2/1, 2/12, 2/16, 2/19, 3/2, 4/3, 5/1, 5/4, 5/5b, 6/1, 6/1b, 6/1d, 6/1e, 6/1m, 6/1n, 6/2, 6/2b, 6/5, 6/6a, 6/6b, 6/15, 7/1a, 7/3b, 7/4, 7/4a, 7/4b, 7/5, 8/1a, 8/6b Temporary Possession: 1/9a, 1/9b, 1/10b, 1/12a, 1/12b, 2/1a, 2/1b, 2/1c, 2/1d, 2/1e, 2/19a, 2/19b, 3/2a, 3/2b, 3/2c, 3/2d, 5/1a, 5/1b, 5/5a, 5/5f, 6/1a, 6/1c, 6/1f, 6/1g, 6/1h, 6/1i, 6/1j, 6/1l, 6/2a, 6/2c, 6/6, 6/15a, 6/15b, 6/17, 7/1, 7/1b, 7/3, 7/3a, 7/5a, 8/1, 8/5, 8/5a, 8/6	No relevant rights to be extinguished nor relevant apparatus to be removed.	No Apparatus affected. The compulsory acquisition of rights would not result in serious detriment to the carrying on of the undertaking.	n/a	n/a	No representation received.

Statutory Undertaker name	Nature of the undertaking	Rights to be extinguished	Apparatus to be removed	In relation to rights, whether and if so, how the tests in s138 (4) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representation(s) withdrawn in whole or part
Cadent Gas Ltd	Gas distribution	<p>Permanent Acquisition: 5/2</p> <p>Acquisition of Rights: 1/2e, 1/2f, 1/8, 1/9, 1/10, 1/10a, 1/11, 1/12, 2/1, 2/2d, 2/11, 2/12, 2/16, 2/19, 3/2, 4/2, 4/3, 4/7, 4/7a, 4/7b, 5/1, 5/4, 5/5b, 5/5c, 6/1, 6/1b, 6/1d, 6/1e, 6/1m, 6/1n, 6/2, 6/2b, 6/4, 6/5, 6/6a, 6/6b, 6/8, 6/15, 7/1a, 7/3b, 7/4, 7/4a, 7/4b, 7/5, 8/1a, 8/6b</p> <p>Temporary Possession: 1/9a, 1/9b, 1/10b, 1/11a, 1/12a, 1/12b, 2/1a, 2/1c, 2/1d, 2/1e, 2/19a, 2/19b, 3/2a, 3/2b, 3/2c, 3/2d, 4/7c, 4/7d, 4/7e, 5/1a, 5/1b, 5/5a, 5/5d, 5/5f, 6/1a, 6/1c, 6/1f, 6/1g, 6/1h, 6/1i, 6/1j, 6/1l, 6/2a, 6/2c, 6/6, 6/15a, 6/15b, 6/17, 7/1, 7/1b, 7/3, 7/3a, 7/5a, 8/1, 8/5, 8/5a, 8/6</p>	<p>Relevant rights to be extinguished and relevant apparatus to be moved.</p> <p>Diversionary works required at various locations across the Scheme, subject to detailed design.</p> <p>Principle of diversions to be agreed through the C3 design and costing process.</p>	<p>Protective provisions in favour of Cadent have been added to the dDCO, Schedule 9 Part 4 at Deadline 4. Note these continue to be the subject of negotiation and may be changed during the examination.</p> <p>The test in s138(4) can be met. The compulsory acquisition of rights would not result in serious detriment to the carrying on of the undertaking as protective provisions are provided in Part 44 of Schedule 9 of the dDCO.</p>	<p>Cadent's preferred protective provisions are currently under discussion. Negotiations are continuing with Cadent, and Protective provisions in favour of Cadent have been included in the dDCO for Deadline 4.</p>	No	<p>Representation received.</p> <p>Status: not withdrawn</p>

Statutory Undertaker name	Nature of the undertaking	Rights to be extinguished	Apparatus to be removed	In relation to rights, whether and if so, how the tests in s138 (4) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representation(s) withdrawn in whole or part
Openreach Limited	Telecommunications	Acquisition of Rights: 1/1, 1/2a, 1/2b, 1/2e, 1/2f, 1/2g, 1/3, 1/8, 2/2a, 2/2f, 2/2g, 2/2h, 2/3, 2/7, 2/9, 2/10, 2/17b, 2/17c, 3/1, 3/3, 3/3c, 3/3d, 4/1, 4/5a, 4/5b, 4/6, 4/7, 4/7b, 4/9a, 4/10, 5/6, 5/6b, 6/1, 6/1b, 6/1d, 6/1e, 6/1m, 6/1n, 6/3a, 6/3b, 6/3e, 6/3f, 6/3g, 6/3i, 6/3j, 6/3k, 6/4, 6/5, 6/6b, 6/8, 6/10, 6/11, 6/12, 6/13, 7/4, 7/6, 8/2, 8/3, 8/3b, 8/3d, 8/3e, 8/3f, 8/4, 8/9 Temporary Possession: 1/3a, 1/3b, 2/2b, 2/3a, 2/17, 2/17a, 3/4, 3/4a, 3/4c, 3/4d, 4/7c, 4/7d, 4/7e, 4/9, 5/6a, 6/1c, 6/9, 6/11, 6/14, 8/5, 8/5a	Relevant rights to be extinguished and relevant apparatus to be moved. Diversionary works required at various locations across the Scheme, subject to detailed design. Principle of diversions to be agreed through the C3 design and costing process.	The test in s138(4) can be met. The compulsory acquisition of rights would not result in serious detriment to the carrying on of the undertaking as protective provisions are provided in Part 2 of Schedule 9 of the dDCO.	The draft DCO contains standard protective provisions which apply to telecommunication code operators. Openreach have confirmed that the Protective Provisions in the dDCO are acceptable in their current form.	Yes	No representation received.

Statutory Undertaker name	Nature of the undertaking	Rights to be extinguished	Apparatus to be removed	In relation to rights, whether and if so, how the tests in s138 (4) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representation(s) withdrawn in whole or part
UK Power Networks (UKPN)	Utilities	<p>Acquisition of Rights: 1/2b, 1/3, 1/8, 2/1, 2/2, 2/2d, 2/2g, 2/7, 2/10, 2/11, 3/1, 3/2, 3/3, 3/3a, 3/3b, 3/3c, 3/5, 3/6, 4/1, 4/2, 4/3, 4/5d, 4/7b, 5/1, 5/3, 5/6, 5/6b, 6/1, 6/1b, 6/1m, 6/1n, 6/3a, 6/3e, 6/3f, 6/3h, 6/6b, 6/8, 6/11, 6/14a, 7/3b, 7/4a, 7/4b, 7/5, 7/7, 8/2, 8/3, 8/3e, 8/6b, 8/7</p> <p>Temporary Possession: 1/3a, 1/3b, 1/13, 1/14, 1/15, 2/1b, 2/1c, 2/1d, 2/1e, 3/2a, 3/2b, 3/2c, 3/2d, 3/4, 3/4b, 3/4c, 3/4d, 3/7, 4/7c, 4/7d, 4/7e, 5/1a, 5/6a, 6/1c, 6/1g, 6/1l, 6/6, 6/14, 6/14b, 6/15b, 6/17, 7/3a, 7/5a</p>	<p>Relevant rights to be extinguished and relevant apparatus to be moved.</p> <p>Diversionary works required at various locations across the Scheme, subject to detailed design.</p> <p>Principle of diversions to be agreed through the C3 design and costing process.</p>	<p>The test in s138(4) can be met. The compulsory acquisition of rights would not result in serious detriment to the carrying on of the undertaking as protective provisions are provided in Part 1 of Schedule 9 of the dDCO.</p>	<p>The draft DCO contains standard protective provisions which apply to power transmission. Bespoke provisions have not been requested.</p>	No	No representation received.

Statutory Undertaker name	Nature of the undertaking	Rights to be extinguished	Apparatus to be removed	In relation to rights, whether and if so, how the tests in s138 (4) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representation(s) withdrawn in whole or part
Virgin Media Limited	Telecommunications	Acquisition of Rights: 1/1, 1/2a, 1/2b, 1/2c, 1/5, 2/2a, 2/2c, 2/2g, 2/2h, 2/10, 3/1, 3/3, 4/1, 4/5a, 4/5b, 4/5d, 4/8, 4/10, 5/3, 6/3, 6/3b, 6/3c, 6/3e, 6/3f, 6/3g, 6/3j, 6/10, 6/11, 6/12, 8/2, 8/3b, 8/3d, 8/3f, 8/4, 8/9	Relevant rights to be extinguished and relevant apparatus to be moved. Diversionary works required at various locations across the Scheme, subject to detailed design. Principle of diversions to be agreed through the C3 design and costing process.	The test in s138(4) can be met. The compulsory acquisition of rights would not result in serious detriment to the carrying on of the undertaking as protective provisions are provided in Part 2 of Schedule 9 of the dDCO.	The draft DCO contains standard protective provisions which apply to telecommunication code operators. Virgin Media have asked for bespoke provisions, which are currently under review.	No	No representation received.

Statutory Undertaker name	Nature of the undertaking	Rights to be extinguished	Apparatus to be removed	In relation to rights, whether and if so, how the tests in s138 (4) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representation(s) withdrawn in whole or part
Vodafone Limited	Telecommunications	Acquisition of Rights: 1/2, 1/2a, 1/2b, 1/2c, 1/8, 2/2, 2/2f, 2/2i, 2/2j, 2/2k, 2/10, 3/1, 3/3a, 3/3b, 3/5, 4/1, 4/5, 4/5c, 4/5d, 4/6, 5/3, 5/3a, 6/1, 6/3a, 6/3h, 6/11, 6/16, 8/6b, 8/7	Relevant rights to be extinguished and relevant apparatus to be moved. Diversionary works required at various locations across the Scheme, subject to detailed design. Principle of diversions to be agreed through the C3 design and costing process.	The test in s138(4) can be met. The compulsory acquisition of rights would not result in serious detriment to the carrying on of the undertaking as protective provisions are provided in Part 2 of Schedule 9 of the dDCO.	The draft DCO contains standard protective provisions which apply to telecommunication code operators. Bespoke provisions have not been requested <u>and are currently being reviewed by the Applicant.</u> The Applicant understands that Vodafone has sent the current protective provisions to an external lawyer for review	No	No representation received.
Hutchinson 3G UK Limited	Telecommunications	Acquisition of Rights: 1/3, 1/3a, 1/3b	No relevant apparatus is to be removed. Discussions will continue with Hutchinson 3G UK Limited regarding its use of the access from the A47	It is anticipated the test in s138(4) can be met. Protective provisions are provided in Part 2 of Schedule 9 of the dDCO.	The draft DCO contains standard protective provisions which apply to telecommunication code operators. Bespoke provisions have not been requested.	No	No representation received.