

# 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

December 2021

Deadline [910](#)

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]

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**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(a) or (b) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representation(s) withdrawn in whole or part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><b>Permanent Acquisition:</b> 5/2</p> <p><b>Acquisition of Rights:</b> 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, 5/1e, 5/2, 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><b>Temporary Possession:</b> 1/9a, 1/9b, 1/10b, 1/11a, 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, 4/7c, 4/7d, 4/7e, 5/1a, 5/1b, 5/1c, 5/1d, 5/1f, 5/1g, 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 specific protective provisions for Cadent, which are included in the dDCO, Schedule 9 Part 4.</p>	<p>Protective provisions in favour of Cadent in an agreed form were added to the dDCO, Schedule 9 Part 4 at Deadline 7. These have been subject to some very minor textual amendments at Deadline 8 to reflect the final agreed form. The test in s127(6)(b) can be met.</p>	<p>Protective Provisions are agreed and formal agreements are being put in place. It is anticipated that they will be completed before the end of the examination</p>	<p>Yes <del>(being formalised)</del></p>	<p>Representation received.</p> <p>Status: <del>not</del> <u>W</u>ithdrawn</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><b>Acquisition of Rights:</b> 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><b>Temporary Possession:</b> 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>Notwithstanding the areas of disagreement with Anglian Water, 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 7). Note these continue to be the subject of negotiation and may be changed during the examination.</p>	<p>There are three issues between the Applicant and Anglian Water, where they do not agree on the Protective Provisions:</p> <ul style="list-style-type: none"> <li>• Para 81. Whether the wording setting out the circumstances in which the protective provisions apply is clear.</li> <li>• Para 88(5). Whether deferment of renewal provisions should be omitted.</li> <li>• Para 90. Whether the Applicant should be required to use Anglian Water's "Inflow" system for applying for works.</li> </ul>	<p>No (three areas of disagreement remain in respect of the protective provisions)</p>	<p>Written Representation received, as Late submission and accepted by the ExA (<b>REP2-020</b>)</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
<p>Anglian Water Services Ltd (cont'd)</p>					<p>Anglian Water has asked for a Statement of Common Ground to be submitted at Deadline 7, but has not yet provided comments on the draft sent to them on 8 November.</p> <p>The Applicant does not consider that all of the issues outlined above will be resolved by the end of the examination.</p> <p>A Statement of Common Ground is agreed between National Highways and Anglian Water. <del>and we await a signed copy from Anglian Water.</del></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
British Gas PLC	Gas distribution	<p><b>Acquisition of Rights:</b> 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</p> <p><b>Temporary Possession:</b> 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, 5/1c, 5/1d, 5/1f, 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</p>	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><b>Permanent Acquisition:</b> 5/2</p> <p><b>Acquisition of Rights:</b> 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, 5/1e, 5/2, 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><b>Temporary Possession:</b> 1/9a, 1/9b, 1/10b, 1/11a, 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, 4/7c, 4/7d, 4/7e, 5/1a, 5/1b, 5/1c, 5/1d, 5/1f, 5/1g, 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 in an agreed form were added to the dDCO, Schedule 9 Part 4 at Deadline 7. These have been subject to some very minor textual amendments at Deadline 8 to reflect the final agreed form.</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 4 of Schedule 9 of the dDCO.</p>	<p>Protective Provisions are agreed and formal agreements are being put in place. It is anticipated that they will be completed before the end of the examination.</p>	<p>Yes <del>(being formalised)</del></p>	<p>Representation received.</p> <p>Status: <del>not</del> <u>Withdrawn</u></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	<p><b>Acquisition of Rights:</b> 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</p> <p><b>Temporary Possession:</b> 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</p>	<p>Relevant rights to be extinguished and relevant apparatus to be removed. 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.</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 2 of Schedule 9 of the dDCO.</p>	<p>The draft DCO contains standard protective provisions which apply to communication code operators. Openreach have confirmed that the Protective Provisions in the dDCO are acceptable in their current form.</p>	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><b>Acquisition of Rights:</b> 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><b>Temporary Possession:</b> 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 removed. 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.</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>	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
Virgin Media Limited	Telecommunications	<b>Acquisition of Rights:</b> 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 communication code operators. Virgin Media have sent a standard notification to the Applicant but has not requested any amendments to the standard protective provisions at Part 2 of Schedule 9.	N/A	No representation received.
Vodafone Limited	Telecommunications	<b>Acquisition of Rights:</b> 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.	Agreement has been reached <del>and is being formalised</del> with Vodafone, who are content that the Order is made.	Yes <del>(being formalised)</del>	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
Hutchinson 3G UK Limited	Telecommunications	<b>Acquisition of Rights:</b> 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 communication code operators. Bespoke provisions have not been requested.	N/A	No representation received.