

A428 Black Cat to Caxton Gibbet improvements

TR010044

Volume 9

9.17 Statutory Undertakers – Progress Schedule

Planning Act 2008

Rule 8(1)(k)

Infrastructure Planning (Examination Procedure) Rules 2010

February 2022

Infrastructure Planning

Planning Act 2008

**The Infrastructure (Examination
Procedure) Rules 2010**

**A428 Black Cat to Caxton Gibbet
improvements
Development Consent Order 202[]**

9.17 Statutory Undertakers – Progress Schedule

	Rule 8(1)(k)
Planning Inspectorate Scheme Reference	TR010044
Application Document Reference	TR010044/EXAM/9.17
Author	A428 Black Cat to Caxton Gibbet improvements Project Team, National Highways

Version	Date	Status of Version
Rev 1	31 August 2021	Final for Deadline 1
Rev 2	4 November 2021	Final for Deadline 4
Rev 3	15 February 2022	Final for Deadline 10

Statutory Undertaker name	Nature of the undertaking	Land/rights affected	How are they a Statutory Undertaker	Representation made/S127 engaged and/or s138 engaged	Status of Discussions including Status of protective provisions and/or commercial agreement	Estimate of the timescale for securing agreement	Envisaged impediments to the securing of such agreements
Anglian Water Services Limited	Water and waste water services	<p>Permanent Acquisition: 1/1g, 1/1i, 1/7d, 1/9b, 1/48a, 2/1i, 2/1j, 2/3f, 2/3g, 2/3h, 2/12a, 2/12d, 2/13b, 2/20c, 2/23b, 2/25b, 2/32a, 3/14a, 3/15a, 3/16a, 3/18a, 5/2f, 5/4a, 5/7a, 6/2k, 6/4a, 6/5a, 6/7a, 12/1f, 12/2d, 12/7a, 13/9a,</p> <p>Acquisition of Rights: 2/12b, 2/14b, 2/15a, 2/20a, 2/20b, 2/20d, 2/27a, 2/28a, 2/29a, 2/30a, 2/31a, 2/33a, 2/34a, 2/35a, 2/36a, 2/37a, 5/2g, 5/2i, 6/2d, 6/2f, 6/2j, 6/3b,</p>	<p>Section 127 - Deemed to be a statutory undertaker for the purposes of the Acquisition of Land Act 1981 by virtue of Schedule 25, paragraph 1(2) (xxvii) of the Water Act 1989.</p> <p>Section 138 – By virtue of Section 262(3) as being within the definition of “water or sewerage undertaker”.</p>	<p>Yes - Relevant representation received on 9 June 2021.</p> <p>S127 is engaged.</p> <p>S138 is engaged.</p>	<p>Bespoke protective provisions for the benefit of Anglian Water have been included in the draft development consent order (dDCO) [TR010044/APP/3.1]. See part 7 of Schedule 9 of the dDCO.</p> <p>Detailed discussions have taken place around the protective provisions and there are two outstanding points between the parties.</p> <p>A Statement of Common Ground is in circulation.</p>	Post the close of examination.	None

Statutory Undertaker name	Nature of the undertaking	Land/rights affected	How are they a Statutory Undertaker	Representation made/S127 engaged and/or s138 engaged	Status of Discussions including Status of protective provisions and/or commercial agreement	Estimate of the timescale for securing agreement	Envisaged impediments to the securing of such agreements
		<p>Temporary Possession:</p> <p>1/20a, 1/20b, 1/51a, 2/1a, 2/1b, 2/1c, 2/1d, 2/1g, 2/3a, 2/3b, 2/3d, 2/3e, 2/4a, 2/4b, 2/4c, 2/4d, 2/5a, 2/11a, 2/23a, 2/19c, 3/12a, 3/13a, 3/13b, 5/2h, 5/3b, 5/3c, 5/5a, 5/6a, 6/2a, 6/2c, 6/2e, 6/2g, 6/2i, 6/3a, 7/1b, 7/1c, 7/2a, 7/2b, 7/2d, 7/3a, 7/4b, 7/4c, 7/5a, 7/5b, 9/2b, 10/1a, 11/1b, 11/1c, 11/3a, 12/1e, 12/2a, 12/2b, 16/3b, 16/10a</p> <p>Land to be used temporarily and</p>					

Statutory Undertaker name	Nature of the undertaking	Land/rights affected	How are they a Statutory Undertaker	Representation made/S127 engaged and/or s138 engaged	Status of Discussions including Status of protective provisions and/or commercial agreement	Estimate of the timescale for securing agreement	Envisaged impediments to the securing of such agreements
		rights to be acquired permanently: 2/12b, 2/14b, 2/15a, 2/20a, 2/20b, 2/20d, 2/27a, 2/28a, 2/29a, 2/30a, 2/31a, 2/33a, 2/34a, 2/35a, 2/36a, 2/37a, 5/2g, 5/2i, 6/2d, 6/2f, 6/2j, 6/3b					
Bedford Borough Council	Highway Authority	Land to be acquired permanently: 1/2d, 1/2e, 1/2d, 1/2e, 1/2f, 1/2g, 1/5a, 1/6a, 1/6b, 1/6c, 1/6d, 1/8c, 1/8i, 1/8j, 1/8k, 1/8l, 1/8r, 1/8s, 1/8u, 1/8v, 1/13a, 1/18a, 1/22a, 1/24a, 1/26a, 1/48a, 2/32a,	By virtue of Section 8 Acquisition of the Land Act 1981 as being within the definition of "road transport"	Yes - Relevant representation received on 7 June 2021. S127 is engaged. S138 is not engaged.	The Applicant has not been asked to negotiate protective provisions for inclusion in the dDCO in respect of land owned by Bedford Borough Council. A side agreement is being negotiated between	Before the close of examination.	None

A428 Black Cat to Caxton Gibbet improvements
Statutory Undertakers – Progress Schedule

Statutory Undertaker name	Nature of the undertaking	Land/rights affected	How are they a Statutory Undertaker	Representation made/S127 engaged and/or s138 engaged	Status of Discussions including Status of protective provisions and/or commercial agreement	Estimate of the timescale for securing agreement	Envisaged impediments to the securing of such agreements
		3/3a Land to be used temporarily: 1/2a, 1/2b, 1/2c, 1/8a, 1/8f, 1/8g, 1/8h, 1/8m, 1/8o, 1/8q, 1/20a, 1/20b, 1/20c, 2/2a, 2/4a, 2/4b, 2/4c, 2/4d, 2/6a, 3/12a, 7/3a Land to be used temporarily and rights to be acquired permanently: 1/8b, 1/8n, 1/8p, 1/8t, 3/3b			the parties. Bespoke protective provisions for the benefit of the drainage authorities have been included in the dDCO. See part 3 of Schedule 9 of the dDCO.		
The Bedfordshire and River Ivel	Drainage Authority	Permanent Acquisition: 1/1d, 1/1i, 1/7d, 1/7e,	For the purposes of S127 and S138	Relevant representation received 7 June	Bespoke protective provisions for the benefit of the	Before the close of the examination.	None

Statutory Undertaker name	Nature of the undertaking	Land/rights affected	How are they a Statutory Undertaker	Representation made/S127 engaged and/or s138 engaged	Status of Discussions including Status of protective provisions and/or commercial agreement	Estimate of the timescale for securing agreement	Envisaged impediments to the securing of such agreements
Internal Drainage Board		1/10d, 1/16a, 1/16b, 1/16c, 1/17a, 1/23l, 1/44a, 2/1j, 2/3f, 2/12d, 2/24d, 2/24f, 2/25b, 2/39a, Acquisition of Rights: 2/12c, 2/24e Temporary Possession: 1/23m Land to be used temporarily and rights to be acquired permanently 2/12c, 2/24e	of the Planning Act 2008, The Bedfordshire and River Ivel IDB is not a statutory undertaker.	2021 S127 is not engaged. S138 is not engaged.	drainage authorities have been included in the dDCO. See part 3 of Schedule 9 of the dDCO. The protective provisions are now in an agreed form.		
Cadent	Gas distribution	Permanent Acquisition:	Section 127 - Deemed to be a	Yes - Relevant representation	Bespoke protective provisions for the	Before the close of the	None

Statutory Undertaker name	Nature of the undertaking	Land/rights affected	How are they a Statutory Undertaker	Representation made/S127 engaged and/or s138 engaged	Status of Discussions including Status of protective provisions and/or commercial agreement	Estimate of the timescale for securing agreement	Envisaged impediments to the securing of such agreements
		<p>1/2g, 1/10d, 1/10e, 1/10k, 1/21b, 1/21e, 1/23d, 1/23e, 1/23e, 1/23f, 1/23j, 1/23k, 1/23l, 1/27a, 1/27b, 1/27c, 1/27d, 1/27e, 1/40b, 4/1i, 5/2f, 6/2k</p> <p>Acquisition of Rights:</p> <p>1/10f, 1/10j, 1/10m, 1/23h, 1/23n, 1/40c, 4/1h, 4/1j, 4/1k, 4/1m, 5/2b, 5/2e, 5/2g, 6/2d, 6/2f, 6/2j</p> <p>Temporary Possession:</p> <p>1/10i, 1/21a, 1/23g, 1/23m, 4/1l, 5/2a, 5/2c, 5/2d, 5/2h, 6/2a, 6/2e, 6/2i, 7/1a, 7/1c, 7/4d</p>	<p>statutory undertaker for the purposes of the Acquisition of Land Act 1981 by virtue of Schedule 4, paragraph 2(xxxi) of the Gas Act 1995.</p> <p>Section 138 - Section 138 – By virtue of Section 262(3) as being within the definition of “gas transporter”.</p>	<p>received on 10 June 2021.</p> <p>S127 is engaged.</p> <p>S138 is engaged.</p>	<p>protection of Cadent have been agreed between the parties. A Statement of Common Ground has been submitted at Deadline 10 reflecting this position.</p>	<p>examination.</p>	

Statutory Undertaker name	Nature of the undertaking	Land/rights affected	How are they a Statutory Undertaker	Representation made/S127 engaged and/or s138 engaged	Status of Discussions including Status of protective provisions and/or commercial agreement	Estimate of the timescale for securing agreement	Envisaged impediments to the securing of such agreements
		<p>Land to be used temporarily and rights to be acquired permanently:</p> <p>1/10f, 1/10j, 1/10m, 1/23h, 1/23n, 1/40c, 4/1h, 4/1j, 4/1k, 4/1m, 5/2b, 5/2e, 5/2g, 6/2d, 6/2f, 6/2j</p> <p>Category 3 interests: 1/1e, 1/2g, 1/10d, 1/10e, 1/10f, 1/10i, 1/10j, 1/10k, 1/10m, 1/21a, 1/21b, 1/21e, 1/23d, 1/23e, 1,23f, 1/23g, 1/23h, 1/23j, 1/23k, 1/23l, 1/23m, 1/23n, 1/27a, 1/27b, 1/27c, 1/27d, 1/27e, 1/40b, 1/40c, 4/1m, 5/2a,</p>					

Statutory Undertaker name	Nature of the undertaking	Land/rights affected	How are they a Statutory Undertaker	Representation made/S127 engaged and/or s138 engaged	Status of Discussions including Status of protective provisions and/or commercial agreement	Estimate of the timescale for securing agreement	Envisaged impediments to the securing of such agreements
		5/2b, 5/2c, 5/2d, 5/2e, 5/2f, 5/2g, 5/2h, 5/2i, 6/2a, 6/2d, 6/2e, 6/2f, 6/2i, 6/2j, 6/2k,					
Cambridgeshire County Council	Highway Authority	<p>Land to be acquired permanently:</p> <p>5/4a, 5/7a, 6/4a, 6/5a, 6/7a, 11/2a, 11/5a, 12/7a, 13/8a, 13/8a, 13/9a, 14/2a, 14/4a, 14/4b, 14/12a, 14/14a</p> <p>Land to be used temporarily:</p> <p>5/3a, 5/3b, 5/3c, 6/3a, 7/2a, 7/2b, 7/2c, 7/2d, 7/5a, 7/5b, 8/2a, 13/6a, 13/6b, 14/2b, 14/4c, 14/11a, 14/11b,</p>	By virtue of Section 8 Acquisition of the Land Act 1981 as being within the definition of "road transport"	<p>Yes - Relevant representation received on 10 June 2021.</p> <p>S127 is engaged.</p> <p>S138 is not engaged.</p>	<p>A side agreement is being negotiated between the parties.</p> <p>Bespoke protective provisions for the benefit of the drainage authorities have been included in the dDCO. See part 3 of Schedule 9 of the dDCO.</p>	<p>Side agreement - Post the close of the examination</p> <p>Protective provisions - Before the close of the examination.</p>	None

A428 Black Cat to Caxton Gibbet improvements
Statutory Undertakers – Progress Schedule

Statutory Undertaker name	Nature of the undertaking	Land/rights affected	How are they a Statutory Undertaker	Representation made/S127 engaged and/or s138 engaged	Status of Discussions including Status of protective provisions and/or commercial agreement	Estimate of the timescale for securing agreement	Envisaged impediments to the securing of such agreements
		15/2a, 15/4b, 16/2a, 16/6a Land to be used temporarily and rights to be acquired permanently: 6/3b, 13/6b, 14/2c, 14/2d, 14/11c, 14/17a, 14/11d, 15/4a, 15/5a					
Cambridge Water/ South Staffordshire Water PLC	Water and waste water services	Permanent Acquisition: 12/1g, 12/7a, 12/9a, 13/2a, 13/2d, 13/2f, 13/8a, 13/9a, 13/14b, 13/13a, 14/1a, 14/1b, 14/2a, 14/3a, 14/4a, 14/10a, 14/12a, 15/1b,	Deemed to be a statutory undertaker for the purposes of the Acquisition of Land Act 1981 by virtue of Schedule 25, paragraph 1(2) (xxvii) of the	Yes - Relevant representation received from South Staffordshire Water on 10 June 2021. S127 is not engaged.	Generic protective provisions for the protection of the Electricity, Gas, Water and Sewage Undertakers have been included in the dDCO. See part 1 of Schedule 9 of the dDCO.	Before the close of the examination.	None

Statutory Undertaker name	Nature of the undertaking	Land/rights affected	How are they a Statutory Undertaker	Representation made/S127 engaged and/or s138 engaged	Status of Discussions including Status of protective provisions and/or commercial agreement	Estimate of the timescale for securing agreement	Envisaged impediments to the securing of such agreements
		<p>Acquisition of Rights: 13/2c, 14/11c, 15/3b, 15/4a,</p> <p>Temporary Possession: 11/1c, 11/1d, 11/3a, 12/1a, 12/1b, 12/1c, 12/2a, 12/2b, 13/2e, 13/6a, 14/4c, 14/10b, 14/11a, 14/11b, 15/2a,</p> <p>Land to be used temporarily and rights to be acquired permanently: 13/2c, 14/11c, 15/3b, 15/4a</p>	<p>Water Act 1989. Section 138 -By virtue of Section 262(3) Town and Country Planning Act as being within the definition of “water or sewerage undertaker”.</p>	<p>S138 is engaged.</p>	<p>The protective provisions are now agreed between the parties. A Statement of Common Ground has been submitted at Deadline 10 reflecting this position.</p>		

Statutory Undertaker name	Nature of the undertaking	Land/rights affected	How are they a Statutory Undertaker	Representation made/S127 engaged and/or s138 engaged	Status of Discussions including Status of protective provisions and/or commercial agreement	Estimate of the timescale for securing agreement	Envisaged impediments to the securing of such agreements
Central Bedfordshire Council	Highway Authority	<p>Land to be acquired permanently:</p> <p>3/14a, 3/15a, 3/16a, 3/18a, 3/14a, 3/15a, 3/16a, 3/18a, 3/14a, 3/15a, 3/16a, 3/18a</p> <p>Land to be used temporarily:</p> <p>3/13a, 3/13b, 16/3a, 16/3b, 16/8a, 3/13a, 3/13b, 16/3a, 16/3b, 16/8a, 3/13a, 3/13b, 16/3a, 16/3b, 16/8a</p>	By virtue of Section 8 Acquisition of the Land Act 1981 as being within the definition of "road transport"	<p>Yes - Relevant representation received on 10 June 2021.</p> <p>S127 is engaged.</p> <p>S138 is not engaged.</p>	<p>The Applicant has not been asked to negotiate protective provisions for inclusion in the dDCO in respect of land owned by Central Bedfordshire Council.</p> <p>Bespoke protective provisions for the benefit of the drainage authorities have been included in the dDCO. See part 3 of Schedule 9 of the dDCO.</p>	Protective Provisions - Before the close of examination.	None
Eastern Power Networks plc	Electricity Transmission	<p>Permanent Acquisition:</p> <p>1/10h, 1/10k, 1/28a, 1/29a, 1/31a, 6/2k,</p>	Deemed to be a statutory undertaker for the purposes of	No relevant representation received and S127 not	<p>Eastern Power Networks is managed by UKPN.</p> <p>Generic protective</p>	Before the close of the examination.	None

Statutory Undertaker name	Nature of the undertaking	Land/rights affected	How are they a Statutory Undertaker	Representation made/S127 engaged and/or s138 engaged	Status of Discussions including Status of protective provisions and/or commercial agreement	Estimate of the timescale for securing agreement	Envisaged impediments to the securing of such agreements
		<p>6/4a, 6/5a,</p> <p>Acquisition of Rights:</p> <p>1/10m, 5/2b, 5/2e, 5/2g, 5/2i, 6/2b, 6/2d, 6/2f, 6/2j, 9/7j, 13/5a</p> <p>Temporary Possession:</p> <p>1/10j, 1/10l, 5/2a, 5/2c, 5/2d, 5/2h, 6/2a, 6/2c, 6/2e</p> <p>1/10m, 5/2b, 5/2e, 5/2g, 5/2i, 6/2b, 6/2d, 6/2f, 6/2j, 9/7j, 13/5a</p> <p>Category 3 interests:</p> <p>1/10g, 1/10h, 1/10j, 1/10k, 1/10l, 1/10m, 1/29a, 1/31a, 5/2a,</p>	<p>the Acquisition of Land Act 1981 by virtue of Schedule 16, paragraph 2(2)(g) of the Electricity Act 1989.</p> <p>Section 138 -By virtue of Section 262(6) Town and Country Planning Act.</p>	<p>engaged</p> <p>S138 is engaged.</p>	<p>provisions for the protection of the Electricity, Gas, Water and Sewage Undertakers have been included in the dDCO. See part 1 of Schedule 9 of the dDCO.</p> <p>The protective provisions are now agreed between the parties.</p>		

Statutory Undertaker name	Nature of the undertaking	Land/rights affected	How are they a Statutory Undertaker	Representation made/S127 engaged and/or s138 engaged	Status of Discussions including Status of protective provisions and/or commercial agreement	Estimate of the timescale for securing agreement	Envisaged impediments to the securing of such agreements
		5/2b, 5/2c, 5/2d, 5/2e, 5/2f, 5/2g, 5/2h, 5/2i, 6/2a, 6/2b, 6/2c, 6/2d, 6/2e, 6/2f, 6/2i, 6/2j, 6/2k, 9/7j,					
Environment Agency	Environmental operator, regulator, advisor	Permanent Acquisition: 1/52a, 1/52b, 1/52c, 3/5a, 3/6a, 3/7c, 3/8c Acquisition of Rights: 3/7b, 3/7d, 3/8b, 3/8d Temporary Possession: 3/7a, 3/8a, 3/9a, Land to be used temporarily and rights to be acquired	By virtue of Section 8 Acquisition of the Land Act 1981 as being within the definition of "canal or inland navigation undertaking"	Yes - Relevant representation received from NRIL on 28 April 2021. S127 is engaged. S138 is not engaged.	Bespoke protective provisions for the benefit of the Environment Agency have been included in the dDCO. See part 3 of Schedule 9 of the dDCO. The protective provisions are now in an agreed form.	Before the close of examination.	None

Statutory Undertaker name	Nature of the undertaking	Land/rights affected	How are they a Statutory Undertaker	Representation made/S127 engaged and/or s138 engaged	Status of Discussions including Status of protective provisions and/or commercial agreement	Estimate of the timescale for securing agreement	Envisaged impediments to the securing of such agreements
		permanently 3/7b, 3/7d, 3/8b, 3/8d					
Exolum Pipeline System Ltd (formerly CLH Pipeline System Ltd)	Fuel pipeline	Permanent Acquisition: 1/1n, 3/1d, 3/3a Acquisition of Rights: 3/1b, 3/3b Temporary Possession: 2/1k, 3/3c, 3/13a, Land to be used temporarily and rights to be acquired permanently 3/1b, 3/3b	For the purposes of S127 and S138 of the Planning Act 2008, Exolum is not a statutory undertaker	No relevant representation received. S127 is not engaged. S138 is not engaged.	Bespoke protective provisions for the benefit of Exolum Pipeline System Ltd (formerly CLH Pipeline System Ltd) have been included in the dDCO. See part 6 of Schedule 9 of the dDCO.	Before the close of the examination.	None

Statutory Undertaker name	Nature of the undertaking	Land/rights affected	How are they a Statutory Undertaker	Representation made/S127 engaged and/or s138 engaged	Status of Discussions including Status of protective provisions and/or commercial agreement	Estimate of the timescale for securing agreement	Envisaged impediments to the securing of such agreements
National Grid Electricity (NGET)	Electricity Transmission	Permanent Acquisition: 3/10k Acquisition of Rights: none Temporary Possession: 3/10l, 3/10m, 3/13a	Deemed to be a statutory undertaker for the purposes of the Acquisition of Land Act 1981 by virtue of Schedule 16, paragraph 2(2)(g) of the Electricity Act 1989	Yes - Relevant representation received from NGET on 9 June 2021. S127 is engaged. S138 is not engaged.	Bespoke protective provisions for the protection of NGET have been included in the dDCO. See part 4 of Schedule 9 of the dDCO. A draft side agreement is the subject of ongoing discussions between the parties. A Statement of Common Ground has been finalised.	Post close of the examination.	None
National Grid Gas plc (NGG)	Gas distribution	Permanent Acquisition: 1/1e, 1/1i, 1/2f, 1/3b, 1/3c, 1/6d, 1/7b,	Deemed to be a statutory undertaker for the purposes of	Yes - Relevant representation received from NGG on 9 June	Bespoke protective provisions for the protection of NGG have been included	Post close of the examination.	None

Statutory Undertaker name	Nature of the undertaking	Land/rights affected	How are they a Statutory Undertaker	Representation made/S127 engaged and/or s138 engaged	Status of Discussions including Status of protective provisions and/or commercial agreement	Estimate of the timescale for securing agreement	Envisaged impediments to the securing of such agreements
		1/7d, 1/10d, 1/10k, 1/21b, 1/21e, 1/22a, 1/23a, 1/23d, 1/23e, 1/23f, 1/23j, 1/23k, 1/23l, 1/27d, 1/40b, 1/41a, 1/44a, 1/55b, 3/10d, 4/3b, 5/1d, 5/1f, 5/2f, 6/2k, Acquisition of Rights: 1/10f, 1/43f, 3/10c, 3/10e, 4/3d, 5/1a, 5/1c, 5/2b, 5/2e, 5/2g, 5/2i, 6/2d, 6/2f, 6/2j, Temporary Possession: 1/23g, 1/23m, 3/13b, 4/3a, 4/3c, 5/1b, 5/1e, 5/1g, 5/2a, 5/2c, 5/2d, 5/2h, 6/2a, 6/2c, 6/2e, 6/2i,	the Acquisition of Land Act 1981 by virtue of Schedule 4, paragraph 2(xxxi) of the Gas Act 1995. Section 138 -By virtue of Section 262(3) Town and Country Planning Act as being within the definition of “gas transporter”	2021. S127 is engaged. S138 is engaged.	in the dDCO. See part 4 of Schedule 9 of the dDCO. A draft side agreement has been agreed in principle and is the subject of ongoing discussions between the parties. A Statement of Common Ground has been finalised.		

Statutory Undertaker name	Nature of the undertaking	Land/rights affected	How are they a Statutory Undertaker	Representation made/S127 engaged and/or s138 engaged	Status of Discussions including Status of protective provisions and/or commercial agreement	Estimate of the timescale for securing agreement	Envisaged impediments to the securing of such agreements
		7/1c, Category 3 rights: 1/2f, 4/3a, 4/3b, 4/3c, 4/3d, 5/1a, 5/1b, 5/1c, 5/1d, 5/1e, 5/1f, 5/1g, 5/2a, 5/2b, 5/2c, 5/2d, 5/2e, 5/2f, 5/2g, 5/2h, 5/2i, 6/2a, 6/2c, 6/2d, 6/2e, 6/2f, 6/2i, 6/2j, 6/2k, 7/1c,					
Network Rail Infrastructure Ltd (NRIL)	Rail transport infrastructure and services	Permanent Acquisition: 3/10k Acquisition of Rights: 3/10j, 4/1g, 4/2c, 4/2g Temporary Possession:	By virtue of Section 8 Acquisition of the Land Act 1981 as being within the definition of "railway" Section 138 - By virtue of Section 262(1)	Yes - Relevant representation received from NRIL on 9 June 2021. The representation was withdrawn on 4 October 2021. S127 is no	Bespoke protective provisions for the benefit of NRIL have been included in the dDCO. See part 5 of Schedule 9 of the dDCO.	Before the close of examination.	None

Statutory Undertaker name	Nature of the undertaking	Land/rights affected	How are they a Statutory Undertaker	Representation made/S127 engaged and/or s138 engaged	Status of Discussions including Status of protective provisions and/or commercial agreement	Estimate of the timescale for securing agreement	Envisaged impediments to the securing of such agreements
		3/10i, 4/2a, 4/2b, 4/2d, 4/2e, 4/2f, 4/2h, 4/2i Category 3 interests: 3/10i, 3/10j, 3/10k, 4/1g	Town and Country Planning Act as being within the definition of “railway”	longer engaged. S138 is engaged.			
Openreach	Telecommunications	Permanent Acquisition: 1/1e, 1/1f, 1/1g, 1/1o, 1/3b, 1/3c, 1/4b, 1/6a, 1/6d, 1/7c, 1/7d, 1/8r, 1/10h, 1/13a, 1/16f, 1/16i, 1/23j, 1/26a, 1/29a, 1/31a, 1/32a, 1/33b, 1/36c, 1/38a, 1/39a, 1/41b, 1/43a, 1/48a, 1/54a, 2/1h, 2/1i,	S138 applies to Openreach because the definition of “relevant apparatus” at Section 138(3)(b) includes “electronic communications apparatus kept installed for the	No relevant representation received and S127 not engaged. S138 is engaged.	The dDCO contains standard protective provisions which apply to telecommunication code operators. See Part 2 of Schedule 9 of the dDCO. Bespoke provisions have not been requested.	Before the close of examination.	None

Statutory Undertaker name	Nature of the undertaking	Land/rights affected	How are they a Statutory Undertaker	Representation made/S127 engaged and/or s138 engaged	Status of Discussions including Status of protective provisions and/or commercial agreement	Estimate of the timescale for securing agreement	Envisaged impediments to the securing of such agreements
		2/1j, 2/1i, 2/1j, 2/3f, 2/3g, 2/3h, 2/3i, 2/12a, 2/12d, 2/12f, 2/13b, 2/32a, 3/10k, 3/14a, 3/15a, 3/16a, 3/18a, 5/4a, 5/7a, 6/4a, 6/5a, 6/7a, 8/1d, 9/1d, 9/1f, 9/2a, 11/2a, 11/4b, 11/5a, 12/1f, 12/1g, 12/2d, 12/6j, 12/7a, 13/1a, 13/2a, 13/2b, 13/2d, 13/2f, 13/14h, 13/8a, 13/9a, 13/14b, 13/13b, 14/1a, 14/3a, 14/4a, 14/5a, 14/6e, 14/9a, 14/12a, 14/14a, 14/21a, 15/1a, 15/1b, 15/3a Acquisition of Rights:	purposes of an electronic communications code network”				

Statutory Undertaker name	Nature of the undertaking	Land/rights affected	How are they a Statutory Undertaker	Representation made/S127 engaged and/or s138 engaged	Status of Discussions including Status of protective provisions and/or commercial agreement	Estimate of the timescale for securing agreement	Envisaged impediments to the securing of such agreements
		1/16g, 1/43b, 2/12b, 2/12c, 2/14b, 2/15a, 2/16b, 2/20b, 2/37b, 2/38b, 3/10j, 5/1a, 6/3b, 12/6k, 13/2c, 13/3a, 13/4e, 13/14f, 14/5c, 14/11c, 14/20a, 15/3b, 15/4a, 15/4b, 15/5a Temporary Possession: 1/2a, 1/2b, 1/8g, 1/8h, 1/8o, 1/16e, 1/16h, 1/20a, 1/20b, 1/20c, 1/21a, 1/36b, 1/43d, 1/49c, 2/1a, 2/1b, 2/1c, 2/1d, 2/1f, 2/1g, 2/3a, 2/3b, 2/3d, 2/3e, 2/4a, 2/4b, 2/4c, 2/4d, 2/5a, 2/6a,					

Statutory Undertaker name	Nature of the undertaking	Land/rights affected	How are they a Statutory Undertaker	Representation made/S127 engaged and/or s138 engaged	Status of Discussions including Status of protective provisions and/or commercial agreement	Estimate of the timescale for securing agreement	Envisaged impediments to the securing of such agreements
		2/8c, 2/8f, 2/15b, 2/16a, 3/13b, 5/2j, 5/3a, 5/3b, 5/5a, 5/8c, 6/3a, 7/1a, 7/1b, 7/1c, 7/2a, 7/2b, 7/2d, 7/3a, 7/4a, 7/4c, 7/5a, 7/5b, 8/1a, 8/2a, 8/6b, 8/7a, 9/2b, 9/7a, 10/1a, 11/1a, 11/1c, 11/1d, 11/3a, 12/1b, 12/1c, 12/1d, 12/1e, 12/2a, 12/2b, 12/2c, 13/2e, 13/6a, 14/4c, 14/6a, 14/10b, 14/11a, 14/11b, 15/2a, 16/3a, 16/3b, 16/10a, Land to be used temporarily and rights to be acquired					

Statutory Undertaker name	Nature of the undertaking	Land/rights affected	How are they a Statutory Undertaker	Representation made/S127 engaged and/or s138 engaged	Status of Discussions including Status of protective provisions and/or commercial agreement	Estimate of the timescale for securing agreement	Envisaged impediments to the securing of such agreements
		<p>permanently</p> <p>1/16g, 1/43b, 2/12b, 2/12c, 2/14b, 2/15a, 2/16b, 2/20b, 2/37b, 2/38b, 3/10j, 5/1a, 6/3b, 12/6k, 13/2c, 13/3a, 13/4e, 13/14f, 14/5c, 14/11c, 14/20a, 15/3b, 15/4a, 15/4b, 15/5a</p>					
UK Power Networks (Operations) Limited (UKPN)	Electricity network	<p>Permanent Acquisition:</p> <p>1/1e, 1/1i, 1/1m, 1/1o, 1/3b, 1/3c, 1/4b, 1/6d, 1/7b, 1/7d, 1/9b, 1/21e, 1/23d, 1/23j, 1/26a, 1/28a, 1/29a, 1/30a, 1/31a, 1/32a, 1/43a, 2/1j, 2/3f, 2/3g, 2/3h, 2/3i, 2/8e, 2/12a,</p>	Deemed to be a statutory undertaker for the purposes of the Acquisition of Land Act 1981 by virtue of Schedule 16, paragraph 2(2)(g) of the Electricity Act	<p>No relevant representation received and S127 not engaged.</p> <p>S138 is engaged.</p>	<p>Generic protective provisions for the protection of the Electricity, Gas, Water and Sewage Undertakers have been included in the dDCO. See part 1 of Schedule 9 of the dDCO.</p> <p>The protective</p>	Before the close of examination.	None

Statutory Undertaker name	Nature of the undertaking	Land/rights affected	How are they a Statutory Undertaker	Representation made/S127 engaged and/or s138 engaged	Status of Discussions including Status of protective provisions and/or commercial agreement	Estimate of the timescale for securing agreement	Envisaged impediments to the securing of such agreements
		2/12d, 2/20c, 2/24d, 2/25b, 3/10d, 3/10k, 3/18a, 4/1e, 4/1i, 4/1n, 5/1f, 5/2f, 5/4a, 5/7a, 5/8a, 6/2l, 6/4a, 6/5a, 6/7a, 6/8d, 8/1d, 8/5d, 8/5f, 9/1e, 9/2a, 9/6b, 9/6e, 9/7e, 9/7g, 10/3a, 10/4d, 10/6a, 10/5f, 11/4b, 11/4d, 11/5a, 13/1a, 13/2b, 13/8a, 13/14b, 14/1a, 14/1b, 14/3a, 14/5b, 14/6e, 14/8c, 14/9a, 14/12a, 14/16a, 15/1a, 15/3a Acquisition of Rights: 1/23c, 1/23h, 1/40c, 2/1e, 2/3c, 2/8a, 2/12b, 2/15a, 2/20a, 2/20b, 2/20d, 2/24e,	1989. Section 138 -By virtue of Section 262(6) Town and Country Planning Act.		provisions are now agreed between the parties.		

A428 Black Cat to Caxton Gibbet improvements
Statutory Undertakers – Progress Schedule

Statutory Undertaker name	Nature of the undertaking	Land/rights affected	How are they a Statutory Undertaker	Representation made/S127 engaged and/or s138 engaged	Status of Discussions including Status of protective provisions and/or commercial agreement	Estimate of the timescale for securing agreement	Envisaged impediments to the securing of such agreements
		2/36a, 3/10j, 4/1b, 4/1g, 4/1h, 4/1m, 5/1a, 5/1c, 5/2b, 5/2e, 6/2b, 6/2d, 6/2f, 6/2h, 6/2n, 6/3b, 6/8b, 9/6c, 9/7j, 13/5a, 13/14c, 13/14d, 14/5c, 14/6b, 14/8d, 14/11c, 14/19a, 14/19b Temporary Possession: 1/8g, 1/8h, 1/16e, 1/20b, 1/40a, 1/49c, 1/51a, 2/1c, 2/1d, 2/1f, 2/1k, 2/3d, 2/3e, 2/4b, 2/4c, 2/4d, 2/8b, 2/8c, 2/8f, 2/11a, 2/11b, 2/19c, 3/10b, 3/10g, 3/10l, 3/12a, 3/13a, 3/13b, 3/17a, 4/1l, 5/2d,					

Statutory Undertaker name	Nature of the undertaking	Land/rights affected	How are they a Statutory Undertaker	Representation made/S127 engaged and/or s138 engaged	Status of Discussions including Status of protective provisions and/or commercial agreement	Estimate of the timescale for securing agreement	Envisaged impediments to the securing of such agreements
		5/2j, 5/3b, 5/3c, 5/8c, 6/1a, 6/2g, 6/3a, 6/8c, 7/1a, 7/1b, 7/2a, 7/2d, 7/3a, 7/4b, 7/4c, 7/5b, 8/1a, 8/5a, 8/5c, 8/5e, 9/6d, 9/7a, 9/7d, 9/7l, 10/1a, 10/2a, 10/4c, 11/1b, 11/3a, 11/4a, 11/4g, 12/1d, 12/2c, 13/5b, 13/6a, 14/11a, 14/16b, 15/2a, 15/6b, 16/1b, 16/3a, 16/3b Land to be used temporarily and rights to be acquired permanently 1/23c, 1/23h, 1/40c, 2/1e, 2/3c, 2/8a, 2/12b, 2/15a, 2/20a,					

Statutory Undertaker name	Nature of the undertaking	Land/rights affected	How are they a Statutory Undertaker	Representation made/S127 engaged and/or s138 engaged	Status of Discussions including Status of protective provisions and/or commercial agreement	Estimate of the timescale for securing agreement	Envisaged impediments to the securing of such agreements
		2/20b, 2/20d, 2/24e, 2/36a, 3/10j, 4/1b, 4/1g, 4/1h, 4/1m, 5/1a, 5/1c, 5/2b, 5/2e, 6/2b, 6/2d, 6/2f, 6/2h, 6/2n, 6/3b, 6/8b, 9/6c, 9/7j, 13/5a, 13/14c, 13/14d, 14/5c, 14/6b, 14/8d, 14/11c, 14/19a, 14/19b					
Virgin Media	Telecommunications	Permanent Acquisition: 1/1n, 1/7d, 1/48a, 3/14a, 3/15a, 3/16a, 3/18a, 8/1d, 9/1d, 9/1e, 9/1f, 9/2a, 9/7b, 12/1f, 12/1g, 12/2d, 13/1a, 13/2b, 13/2d, 13/2f, 13/13a, 14/1a, 14/3a, 14/5b, 14/6e, 14/10a, 14/12a,	Virgin media is not a statutory undertaker for the purposes of S127. S138 applies to Virgin media because the definition of “relevant apparatus” at	No relevant representation received and S127 not engaged. S138 is engaged.	The dDCO contains standard protective provisions which apply to telecommunication code operators. Bespoke provisions have not been requested. See Part 2 of Schedule 9 of	Before the close of examination.	None

Statutory Undertaker name	Nature of the undertaking	Land/rights affected	How are they a Statutory Undertaker	Representation made/S127 engaged and/or s138 engaged	Status of Discussions including Status of protective provisions and/or commercial agreement	Estimate of the timescale for securing agreement	Envisaged impediments to the securing of such agreements
		14/14a Acquisition of Rights: 13/2c, 14/11c, 15/3b, 15/4a Temporary Possession: 1/2a, 1/20b, 3/12a, 3/13a, 3/13b, 7/2a, 7/3a, 8/1a, 8/2a, 9/2b, 10/1a, 11/1a, 11/1c, 11/1d, 11/3a, 12/1b, 12/1c, 12/1d, 12/1e, 12/2a, 12/2b, 12/2c, 13/2e, 14/10b, 14/11a, 14/13a Land to be used temporarily and rights to be	Section 138(3)(b) includes “electronic communications apparatus kept installed for the purposes of an electronic communications code network”		the dDCO.		

Statutory Undertaker name	Nature of the undertaking	Land/rights affected	How are they a Statutory Undertaker	Representation made/S127 engaged and/or s138 engaged	Status of Discussions including Status of protective provisions and/or commercial agreement	Estimate of the timescale for securing agreement	Envisaged impediments to the securing of such agreements
		acquired permanently 13/2c, 14/11c, 15/3b, 15/4a					
Vodafone		Permanent Acquisition: 1/1k, 1/1n, 1/7d, 1/48a, 3/10k, 3/14a, 3/15a, 3/16a, 3/18a, 8/1b, 8/1d, 8/5f, 9/1d, 9/1e, 9/1f, 9/2a, 9/7b, 9/7g, 10/3a, 10/6a, 11/4b, 11/4d, 11/5a, 12/1f, 12/1g, 12/2d, 13/1a, 13/2a, 13/2d, 13/2f, 13/13a, 13/13b, 13/8a, 13/14h, 14/2a, 14/3a, 14/4a, 14/8c, 14/10a Acquisition of	S138 applies to Vodafone because the definition of “relevant apparatus” at Section 138(3)(b) includes “electronic communications apparatus kept installed for the purposes of an electronic communications code network”	No relevant representation received and S127 not engaged. S138 is engaged.	The dDCO contains standard protective provisions which apply to telecommunication code operators. Bespoke provisions have been requested and these have been agreed between the parties.	Before the close of examination.	None

Statutory Undertaker name	Nature of the undertaking	Land/rights affected	How are they a Statutory Undertaker	Representation made/S127 engaged and/or s138 engaged	Status of Discussions including Status of protective provisions and/or commercial agreement	Estimate of the timescale for securing agreement	Envisaged impediments to the securing of such agreements
		<p>Rights: 8/5g, 9/6c, 9/7j, 13/2c, 14/11c, 15/3b, 15/4a, 15/5a</p> <p>Temporary Possession: 1/2a, 1/20b, 3/10l, 3/10m, 3/12a, 3/13a, 3/13b, 6/1a, 7/1a, 7/1b, 7/1c, 7/1d, 7/2a, 7/2c, 7/2d, 7/3a, 7/4b, 7/4c, 8/1a, 8/2a, 9/2b, 9/6d, 9/7l, 10/1a, 10/2a, 10/4c, 11/1a, 11/1b, 11/1c, 11/1d, 13/3a, 11/4a, 11/4g, 12/1c, 12/1d, 12/1e, 12/2a, 12/2b, 12/2c, 13/2e, 14/10b</p> <p>Land to be used temporarily and</p>					

Statutory Undertaker name	Nature of the undertaking	Land/rights affected	How are they a Statutory Undertaker	Representation made/S127 engaged and/or s138 engaged	Status of Discussions including Status of protective provisions and/or commercial agreement	Estimate of the timescale for securing agreement	Envisaged impediments to the securing of such agreements
		rights to be acquired permanently 3/10j, 8/5g, 9/6c, 9/7j, 13/2c, 14/11c, 15/3b, 15/4a, 15/5a					

NOTE

The definitions of statutory undertaker for the purposes of Section 127 and 138 of the Planning Act 2008 are different. Please see extracts from both sections below.

Extract from Section 127(8) Planning Act 2008:

8) *In this section—*

“statutory undertakers” has the meaning given by section 8 of the Acquisition of Land Act 1981 (c. 67) and also includes the undertakers—

(a) which are deemed to be statutory undertakers for the purposes of that Act, by virtue of another enactment;

(b) which are statutory undertakers for the purposes of section 16(1) and (2) of that Act (see section 16(3) of that Act).

Extract from Section 8 Acquisition of Land Act 1981

8) (1) *In this Act, unless the context otherwise requires, “statutory undertakers” means—*

(a) any person authorised by any enactment to construct, work or carry on—

(i) any railway, light railway, tramway, road transport, water transport, canal or inland navigation undertaking, or

(ii) any dock, harbour, pier or lighthouse undertaking, or
(iii) any undertaking for the supply of hydraulic power, or
(b) the Civil Aviation Authority [or a person who holds a licence under Chapter I of Part I of the Transport Act 2000 (to the extent that the person is carrying out activities authorised by the licence)], or
(c) [a universal service provider in connection with the provision of a universal postal service]
and in this subsection “enactment” means any Act or any order or scheme made under or confirmed by an Act.

Extract from Section 138(4A) Planning Act 2008:

(4A) In this section “statutory undertakers” means persons who are, or are deemed to be, statutory undertakers for the purpose of any provision of Part 11 of TCPA 1990.

Extract from Section 262 Town and Country Planning Act 1990:

262 (1) Subject to the following provisions of this section, in this Act “statutory undertakers” means persons authorised by any enactment to carry on any railway, light railway, tramway, road transport, water transport, canal, inland navigation, dock, harbour, pier or lighthouse undertaking or any undertaking for the supply of hydraulic power and a relevant airport operator (within the meaning of Part V of the Airports Act 1986).
(2) Subject to the following provisions of this section, in this Act “statutory undertaking” shall be construed in accordance with subsection (1) and, in relation to a relevant airport operator (within the meaning of that Part), means an airport to which that Part of that Act applies.
(3) Subject to subsections (5) to (5B), for the purposes of the provisions mentioned in subsection (4) any gas transporter, water or sewerage undertaker, the Environment Agency, the Natural Resources Body for Wales, any universal postal service provider in connection with the provision of a universal postal service, the Civil Aviation Authority and a person who holds a licence under Chapter I of Part I of the Transport Act 2000 (air traffic services) shall be deemed to be statutory undertakers and their undertakings statutory undertakings.
(6) Any holder of a licence under section 6 of the Electricity Act 1989 shall be deemed to be a statutory undertaker and his undertaking a statutory undertaking