SUNNICA ENERGY FARM

EN010106

8.74 Proposed Changes to the Application

Planning Act 2008

Infrastructure Planning (Examination Procedure) Rules 2010



13 January 2023
Version number: 00

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Executive summary

The Sunnica Energy Farm (the Scheme) is the subject of an application for development consent (the Application) that was submitted by Sunnica Ltd (the Applicant) to the Secretary of State for Business, Energy and Industrial Strategy (hereafter referred to as the Secretary of State) via the Planning Inspectorate (the Inspectorate) in November 2021. The Application was accepted by the Inspectorate in December 2021.

The Application is currently in the examination stage. The Preliminary Meeting was held on 28 September 2022, and the examination will end on 28 March 2023.

Four key issues have been raised through ongoing consultation during the examination, these include:

a. The substation connection at Burwell;

b. The impacts of the Scheme on an area of potential archaeological importance at Snailwell (namely a Roman villa);

c. Potential impacts to the B-50 bomber crash site close to Isleham; and

d. Archaeological mitigation at field W04 (as shown numbered on the Parameters Plan **[APP-136]**) of the Scheme.

As a result of the above, the Applicant is proposing the following four minor changes to the Scheme:

1. Change 1 – Removal of the Burwell National Grid Substation Extension Option 2 from the Scheme.

2. Change 2 – Removal of Sunnica West Site B.

3. Change 3 – Inclusion of additional archaeological offset areas. There are two new archaeological offset areas being incorporated into the Scheme, the first at E05 to remove the crash crater and the second an area of concentrated archaeological features within W04.

4. Change 4 – Removal of Cable Route Access L and use of the Campus Access Road to HPUT's premises, being one of the access options for the cable route corridor between what was West Site B and Burwell Substation. This removal follows on-going negotiations with HPUT and its tenants.

This report has been prepared with regard to paragraphs 109 to 115 of the Department for Communities and Local Government's Guidance Planning Act 2008: Guidance for the examination of applications for development consent (the Guidance) and the Planning Inspectorate's Advice Note 16: How to a request a change which may be material (Advice Note 16)) and constitutes Step 4 of the process described in Advice Note 16 for requesting a change to an application being "a written material change request asking the Examining Authority to examine the changed application." It contains the information set out in Figure 3 of that Advice Note 16:

a. A clear description of the proposed change, including any new or altered works and any new or altered ancillary matters, see Sections 3.1, 4.1, 5.1 and 6.1.

b. A statement setting out the rational and pressing need for making the change with reference to the Examination Guidance, any relevant National Policy Statement(s) as appropriate and any other important and relevant matters, see Section 1.2.

c. A full schedule of all application documents and plans (including those related to the compulsory acquisition and temporary use of land) listing consequential revisions to each document and plan, see Table 3-3, Table 4-3, Table, 5-3 and Table 6-2, and a

statement confirming that the changes, if accepted, do not reflect an impediment to the grant of any other consents and licences required outside of the DCO process, see Section 2.3.8.

d. As the changes would result in alterations to the Order land, a statement confirming that the Infrastructure Planning (Compulsory Acquisition) Regulations 2010 (CA Regulations) do not apply, see Section 2.5.

e. The findings of the environmental appraisal of each requested change which confirms that the likely significant environment effects have been adequately assessed in the Environmental Statement submitted with the Application and that the environmental information contained within the Environmental Statement has met the publicity requirements of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017, see Table 3-1, Table 4-1 and Table 5-1.

Further to discussions with the Examining Authority, this Report does not include a 'consultation statement' in relation to these changes, as a consultation was not carried out. It does, however, record the notification activities carried out by the Applicant, to notify third parties and Interested Parties that this Change Request was to be made to the Examination, to enable those parties to participate in the Examination, if they hold any views on the Proposed Changes. These notification activities are set out in Sections 2.4. See Appendix A for the notification documents.

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1 Introduction

1.1 Purpose of this Report

1.1.1 The Sunnica Energy Farm (the Scheme) is the subject of an application for development consent (the Application) that was submitted by Sunnica Ltd (the Applicant) to the Secretary of State for Business, Energy and Industrial Strategy (hereafter referred to as the Secretary of State) via the Planning Inspectorate (the Inspectorate) in November 2021. The Application was accepted by the Inspectorate in December 2021.

1.1.2 The Application is currently in the examination stage. The Preliminary Meeting was held on 28 September 2022, and the examination will end on 28 March 2023.

1.1.3 Four key issues have been raised through ongoing consultation during the examination, these include:

a. The substation connection at Burwell;

b. The impacts of the Scheme on an area of potential archaeological importance at Snailwell (namely a Roman villa);

c. Potential impacts to the B-50 bomber crash site close to Isleham; and

d. Archaeological mitigation at field W04 (as shown numbered on the Parameters Plan **[APP-136]**) of the Scheme.

1.1.4 As a result of these discussions, the Applicant proposes three minor changes to the Application, alongside an additional change which follows from discussions with HPUT, and removes the 'Campus Access Road' from the Application. These are the subject of this report and which will be submitted into the examination at Deadline 5 on the 13 January 2023.

1.1.5 In accordance with Figure 1 of the Planning Inspectorate's Advice Note 16: How to request a change which may be material, this report is Step 4 "Applicant makes a written material change request". Steps 1 to 3 are discussed further in the following section.

1.1.6 This report has been prepared with regard to paragraphs 109 to 115 of the Department for Communities and Local Government's Guidance Planning Act 2008: Guidance for the examination of applications for development consent (the Guidance) and the Planning Inspectorate's Advice Note 16: How to a request a change which may be material (Advice Note 16)) and constitutes Step 4 of the process described in Advice Note 16 for requesting a change to an application being "a written material change request asking the Examining Authority to examine the changed application." It contains the information set out in Figure 3 of that Advice Note 16:

a. A clear description of the proposed change, including any new or altered works and any new or altered ancillary matters, see Sections 3.1, 4.1, 5.1 and 6.1.

b. A statement setting out the rationale and pressing need for making the change with reference to the Examination Guidance, any relevant National Policy Statement(s) as appropriate and any other important and relevant matters, see Section 1.2.

c. A full schedule of all application documents and plans (including those related to the compulsory acquisition and temporary use of land) listing consequential revisions to each document and plan, see Table 3-3, Table 4-3 and Table, 5-3, and a statement confirming that the changes, if accepted, do not reflect an impediment to the grant of any other consents and licences required outside of the DCO process, see Section 2.3.8.

d. As the changes would result in alterations to the Order land, a statement confirming that the Infrastructure Planning (Compulsory Acquisition) Regulations 2010 (CA Regulations) does not apply, see Section 2.5.

e. The findings of the environmental appraisal of each requested change which confirms that the likely significant environment effects have been adequately assessed in the Environmental Statement submitted with the Application and that the environmental information contained within the Environmental Statement has met the publicity requirements of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017, see Table 3-1, Table 4-1 and Table 5-1.

1.1.7 Further to discussions with the Examining Authority, this Report does not include a 'consultation statement' in relation to these changes, as a consultation was not carried out. It does, however, record the notification activities carried out by the Applicant, to notify third parties and Interested Parties that this Change Request was to be made to the Examination, to enable those parties to participate in the Examination, if they hold any views on the Proposed Changes. These notification activities are set out in Sections 2.4. See Appendix A for the notification documents.

1.2 Procedural background

1.2.1 In its Deadline 3A, submissions, the Applicant made a submission which gave notice to the ExA of its intention to submit a Change Request in respect of Changes 1-3 [REP3A-037].

1.2.2 That submission explained the background to the Proposed Changes and set out why it was considered appropriate for them to be made, which is also explained in section 2 of this Report. This was further discussed in the Hearings which took place in the week commencing 5 December. At those Hearings, there was some discussion between the Applicant and the ExA as to when this Changes Request should be made and whether pre-submission consultation should take place. This was followed by the ExA's procedural decision on 12 December [PD-020] requiring submission of this Change Request by 15 December.

1.2.3 In respect of Change 4, the Applicant has been in intensive discussions with HPUT for some time in respect of the impact of its cable corridor, and access to that corridor through its land. This can be seen in the submissions of both parties to the Examination and at the recent hearings. This has led to the recent exchanging of draft Protective Provisions and draft Agreements which require the Applicant to remove the powers it seeks within the DCO over the 'Campus Access Road' to its premises. The Applicant has agreed to do this as soon as possible and has therefore incorporated this further minor and localised change to the benefit of that party and its tenants, within this Change Request.

1.3 Legal, guidance and advice notes applied

1.3.1 In bringing forward the proposed changes which are the subject of this request to make four minor changes to the Scheme, the Applicant has taken into account the same legislation and policy considered in the Application. The Applicant has also had regard to the Inspectorate's Advice Note 16: How to request a change that might be material (Version 2, March 2018) (AN16) and to paragraphs 109 to 115 (Changing an application post acceptance) of the Planning Act 2008: Guidance for the examination of applications for development consent (DCLG, March 2015) (the Examination Guidance).

1.3.2 For the reasons given in [REP3-037], the Applicant has not carried out a consultation on these proposed changes; but has notified third parties and Interested Parties that the Changes Request was to be submitted to the Examination; which will allow these parties the chance to have "a fair opportunity to make such representations as they might have wanted to make about them"; as the second half of the Examination plays out over the course of January to March 2023. It is considered therefore that this approach is consistent with the principles set out in R (on the application of Holborn Studios Ltd) –v- Hackney LBC [2017] EWHC 2823 (Admin).

2 Scope of this Report

2.1 Need for the change

Burwell Substation Connection

2.1.1 The proposed Scheme would include both solar photovoltaic (PV) and battery energy storage (BESS) infrastructure. The Scheme is located on land spanning the border between Suffolk and Cambridgeshire. The sites would be connected to each other and the Burwell National Grid Substation by an underground cable. The Scheme would allow for the generation, storage, import, and export of electricity.

2.1.2 To facilitate the grid connection at Burwell, the Applicant needs to provide a substation or transformer capable of upgrading the voltage of the electricity generated by the Scheme to 400 kilovolts (kV). Following the acceptance of 'Option 3' into the Examination (i.e. a 33kV to 400kV onsite substations), the Applicant has been continuing to work with National Grid to enable it to be confident that this can be taken forward as the sole option for connecting to the National Electricity Transmission System at Burwell.

2.1.3 In light of those discussions with National Grid, and having taken advice on the terms of the Grid Connection Agreement securing its grid connection at Burwell, the Applicant is now in a position that it considers that this can be the case. As such, Option 2 in the Application (being a substation extension on third party land) can be discontinued. This Changes Request therefore seeks to amend the Application documentation to action this.

Sunnica West Site B

2.1.4 The Local Planning Authorities (LPA) within the Local Impact Report **[REP1-024]**) raised concerns over the impacts of the Scheme in the area of field W01 (as shown numbered on the Parameters Plan **[APP-136]**) within Sunnica West Site B. In summary the LPAs raised concerns that:

a. the development would result in harm to the historic settings of the scheduled Roman Villa to the south west of Sunnica West Site B, and the non-designated, associated, contemporary settlement in the fields to the north of W01 (CCC WR Paragraph 2.8) **[REP1-024]** that had already been removed from the Scheme; and

b. the development would result in physical harm to non-designated buried assets associated with the Roman villa and settlement and through desiccation of deposits containing well preserved archaeological remains within the floodplain (CCC WR 2.7) **[REP1-024]**.

2.1.5 Following consideration of the LPAs' submissions, and further consideration of the impacts of the Scheme on the known Roman villa and its setting, the Applicant is of the view that it is appropriate for field W01 to be removed from the Scheme, on the basis that:

a. the development would impact the integrated historic setting of the Roman Villa and associated settlement. Suitable mitigation to reduce that impact on the historic setting of both areas through screening may not be possible; and

b. the development would impact buried deposits of archaeological significance. Costs to further evaluate and mitigate the impact upon potential waterlogged remains in the floodplain would be prohibitive in the wider context of the Scheme's costs.

2.1.6 As a result of the removal of field W01, the Applicant has considered the appropriateness of bringing forward development at Sunnica West Site B with only field W02 being able to be developed for solar (in light of the other mitigation requirements that make up the rest of the site).

2.1.7 This consideration has been mindful of the principles of site selection and development set out in Chapter 4 of the ES **[APP-036]** and Appendix 4A: Alternative Sites Assessment **[APP-054]**, where it was identified that the minimum area for large scale solar to be economically viable is at least 38 hectares of contiguous land. The developable area of field W02 by itself is only 12.6 hectares. As such, and in order to be consistent with the approach to development for the Scheme, the Applicant considers that it is not appropriate for field W02 to be developed for solar in isolation.

2.1.8 The Applicant has concluded that the whole of Sunnica West Site B, including W02, should be removed from the Scheme as a site proposed for solar development (and its associated mitigation).

This Change Request therefore seeks to amend the Application to remove Sunnica West B, removing land and works powers for above ground solar elements, and mitigation. However, it should be noted that this Change Request also amends the documents to ensure that some land at this location can be utilised for the underground Grid Connection cable route and access to that cable route. **B-50 Bomber Crash Site at Isleham**

2.1.9 Further to the Applicant's responses to the Local Impact Report **[REP3-019]** and its responses to Written Representations and other Interested Party submissions at Deadline 3A, the Applicant has been liaising with Cambridgeshire County Council and the Ministry of Defence's Joint Casualty and Compassionate Centre ("JCCC") to consider the appropriate approach to the existence of aircraft remains at Isleham.

2.1.10 The Applicant agrees that the crash crater is an important location and the immediate area over the crater is therefore proposed to be excluded from development. The exclusion zone covers a 50 X 50m rectangular area over the crater to preserve a physical, though not visible, feature relating to the tragedy.

2.1.11 The Change Request does not deal with the other aspects of the Applicant's proposed approach to the crash site (being a potential expansion of the exclusion area if a licence is not granted, and provision for memorials); as these matters are dealt with through a proposed Requirement to be added to the DCO, which is set out in [REP3A-037].

W04-North – Additional Archaeological Protection Area

2.1.12 The results of geophysical survey in the northern part of W04 (as shown numbered on the Parameters Plan **[APP-136]**) indicate an area of concentrated archaeological features that represent an extension to the area already proposed for archaeological preservation to the immediate West of W04. Although it has not

been highlighted in the RR or LIR, Cambridgeshire Council Historic Environment Team ("CCHET") have recommended in previous consultation meetings that this area to be omitted from the development.

2.1.13 This Change Request therefore seeks to exclude an area encompassing the concentration of features in the north of W04 as the remains are likely to be associated with settlement features in the area excluded from development to the immediate west. The Applicant agrees that preserving the concentration of settlement features in the north of W04 in situ would be appropriate on archaeological grounds.

2.1.14 There will still be a need for the cable route corridor to traverse along the northern boundary of W04 to the north of the additional area of protection and so the changes to the application documentation resulting from this Change Request reflects that.

HPUT Campus Access Road

2.1.15 The Applicant has been in intensive discussions with HPUT for some time in respect of the impact of its cable corridor, and access to that corridor through its land. This can be seen in the submissions of both parties to the Examination and at the recent hearings. This has led to the recent exchanging of draft Protective Provisions and draft Agreements which require the Applicant to remove the powers it seeks within the DCO over the 'Campus Access Road' to its premises.

2.1.16 The Applicant has agreed to do this as soon as possible and has therefore incorporated this further minor and localised change to the benefit of that party and its tenants, within this Change Request.

2.1.17 This involves the removal of plots 16-05, 16-06 and the relevant parts of 16-04 from the Scheme. It has been that access will be taken by the Applicant instead from the north, via plot 16-12 and the access to be built between CRK-1 and CRK-2 as shown on the Access and Rights of Way Plans [REP3A-003].

2.2 Summary of changes

2.2.1 As a result of the above there are four proposed changes to the Scheme, details of which are set out in the following chapters of this report. In summary these are:

a. Change 1 – Removal of the Burwell National Grid Substation Extension Option 2 from the Scheme;
b. Change 2 – Removal of Sunnica West Site B; and
c. Change 3 – Inclusion of additional archaeological offset areas. There are two new archaeological offset areas being incorporated into the Scheme, the first at E05 to remove the crash crater and the second an area of concentrated archaeological features within W04.
d. Change 4 – Removal of Cable Route Access L (HPUT Campus Access Road).

2.2.2 The following chapters of this report set out the detail of the proposed changes. A chapter has been dedicated to each change.

2.2.3 In addition to explaining the nature of the change and the reason why it is proposed, each chapter also includes 'before and after' sketches, where relevant.

These sketches are based on selected plans and drawings submitted with the Application, in order to show how the Scheme would differ as a result of the proposed change.

2.2.4 Where relevant, the 'before' sketches include extracts from the current versions of the selected Application plans. The 'after' sketches indicate how the current versions of those plans / drawings would be amended to give effect to the proposed changes, should the Examining Authority accept the proposed change as part of the Application and therefore for inclusion in the examination of the Application.

2.2.5 Each chapter presenting a proposed change includes a summary of the findings of the environmental appraisal carried out in respect of that proposed change, together with a table setting out the detail of the appraisal that has been carried out. This is with the exception of Change 4, which is considered to be a localised change to the Application to remove plots at the request of a landowner. As such, whilst the change will mean that the noise and vibration and traffic impact concerns raised by HPUT will now be removed, it is considered clear that this localised change will not lead to any changes to the results of the Environmental Statement or HRA, such that a topic by topic appraisal is not required.

2.2.6 Each chapter also contains a schedule identifying the persons with an interest in the plots of land affected by the proposed change.

2.2.7 In addition, each chapter includes a Schedule of Consequential Amendments listing the original Application documents (or parts thereof) which would need to be amended by the Applicant if the proposed change in question was accepted into the examination of the Application by the Examining Authority.

2.2.8 The Applicant has taken a two pronged approach to how the documents referred to in these Schedules are then being submitted to the Examination; in light of the fact that these Changes are being presented amidst a wide range of other discussions as part of the Examination process:

a. for those documents where changes arise solely because of the Proposed Changes, and were not scheduled to be submitted to the Examination in any event; these are appended to this Report, pending the ExA's acceptance of the Proposed Changes. These documents would then be properly submitted if the Proposed Changes are accepted;

b. where the documents are subject to a number of other changes due to other Examination matters, these have been submitted separately to this Report, with the changes to the document that arise as part of this Changes Request highlighted, so they can be differentiated from other changes. This means that if the Proposed Changes were not accepted, then the changes could be easily reversed (and understood to be reversed) if required.

2.3 Environmental appraisal of the proposed changes

2.3.1 Each proposed change (with the exception of Change 4 as discussed above) has been reviewed and assessed to identify any likely significant effects that would be new or materially different from those reported in the technical chapters of the Scheme's Environmental Statement (ES) **[APP-036 and APP-038 to APP-048]**.

2.3.2 In assessing the proposed changes, the Applicant has considered whether, or to what extent, the change might alter the description of the relevant element of the development within the ES, provided in compliance with the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017 (EIA Regulations), which sets out how an ES should describe a proposed development for the purposes of environmental impact assessment.

2.3.3 In addition, the Applicant has considered:

a. The degree of change in the context of the Scheme as a whole (i.e. whether it is significant or minor);

b. The effect of the change in environmental terms (i.e. whether it would result in a change to the findings of the assessment carried out in respect of the Scheme prior to submission of the Application); and

c. The effect of the change on the local community (i.e. what effect, if any, it would have on the local community).

2.3.4 Having considered the proposed changes in light the EIA Regulations, the Applicant has identified whether each of the proposed changes would result in a 'material change', a 'non-material change', or 'no change' to the assessment for each relevant topic within the Scheme's ES.

2.3.5 A proposed change is considered to result in a finding of:

a. No change where the proposed change will not result in any change to the findings of the original assessment;

b. Non-material where the proposed change does not change the severity or the scope of the effect as presented in the original assessment; or

c. Material where it resulted in a significant change in the scope or the findings of the original assessment.

2.3.6 Consideration has also been given as to whether the changes would result in updates being required to the Habitats Regulations Assessment documentation submitted with the Application, or whether a new EPS licence would be required as a consequence of the change.

2.3.7 The environmental appraisal for each of the proposed changes are provided in the Chapters 3 to 5 of this report.

2.3.8 The Applicant has also considered where the proposed changes would affect the other consents that the Applicant may be required to obtain outside of the DCO process. After review, the Applicant considers that the nature of the proposed changes are such that they would not reflect an impediment to the grant of any of those other consents and licences required outside of the DCO process.

2.4 Engagement with relevant parties on the proposed changes

2.4.1 The Applicant promoted its intention to make this Change Request by placing notices in the Newmarket Journal and Ely Standard. These were published on 15 November 2022. Copies of the notices as published are available in Appendix A.

2.4.2 The Applicant also placed copies of the notice promoting the Change Request on site on 15 November 2022. These notices were placed in the same locations as

the notices publicising the non-statutory consultation on the Applicant's first changes application.

2.4.3 The Applicant updated its dedicated project website on 15 November 2022 to promote the changes application in advance of the application being made. This update involved making a copy of the Applicant's update on Heritage Matters and Substation Connection **[REP3A-037]** and four before and after plans relating to each of the proposed changes available on both the homepage and downloads page of the website. Copies of the plans are available in Appendix B.

2.4.4 The Applicant submitted a copy of the notice into the Examination to draw interested parties' attention to its intention to make changes. The notice was published on the National Infrastructure Planning website on 20 December 2022.

2.4.5 The Applicant provided a copy of the notice by email to the following organisations: Suffolk County Council, Cambridgeshire County Council, East Cambridgeshire District Council, West Suffolk Council, National Highways, Burwell Parish Council, Barton Mills Parish Council, Chippenham Parish Council, Exning Parish Council, Freckenham Parish Council, Isleham Parish Council, Kennett Parish Council, Red Lodge Parish Council, Snailwell Parish Council, Worlington Parish Council, West Row Parish Council and Fordham Parish Council.

2.5 Non-materiality of the proposed changes and the Infrastructure Planning (Compulsory Acquisition) Regulations 2010

2.5.1 The Applicant notes that whether or not the proposed changes are considered to be material or non-material is a matter for the Examining Authority. In bringing forward the proposed changes which are the subject of this request to make changes to the Scheme, the Applicant has given careful consideration to the question of what is, or is not a material change.

2.5.2 The Applicant appreciates that there is no specific legal or technical definition of the term "non-material". However, AN16 suggests that a non-material change may be one which does not generate new or different likely significant effects; and that the extent to which a change request involves an extension to the Order limits, particularly where this would require additional compulsory acquisition powers (e.g. for new plots of land and / or new interests in land), is a factor which may be determinative of the materiality or non-materiality of a change.

2.5.3 The Applicant, having considered the proposed changes carefully in the light of the available guidance referred to in paragraph 1.2 above, has concluded that none of the changes proposed in this report are material in nature – whether considered individually or collectively, separately or cumulatively, they do not result in any material changes to the underlying Scheme to which the Application relates.

2.5.4 The proposed changes are all relatively localised in their effect and therefore do not change the substance of the Scheme for which development consent is sought.

2.5.5 None of the proposed changes are materially different from the corresponding elements of the Scheme which were originally proposed and consulted on prior to the submission of the Application to the Secretary of State for BEIS via the

Inspectorate; and are the result of responding to the concerns expressed by local authorities and the local community through that consultation process and in Examination.

2.5.6 None of the changes require additional land not already included in the Order limits and in fact reduce the land in the Order limits. The Infrastructure Planning (Compulsory Acquisition) Regulations 2010 are therefore not engaged.

2.5.7 The proposed changes do not materially change the effects of the Scheme on the local community, given that they are localised to changes relating to areas of existing or proposed built development, and respond positively to the comments and concerns of the community and stakeholders in respect of the Scheme; removing some of the adverse effects that had the potential to be caused by the Scheme.

2.5.8 In environmental terms, the Applicant has reviewed and appraised Changes 1-3 in the context of the original environmental impact assessment carried out in respect of the Scheme, and none of the proposed changes have been found to result in any new or materially different likely significant environmental effects in comparison to those assessed and reported in the Environmental Statement [APP-032 to APP-050]. They instead improve the position from that Environmental Statement (but not to such an extent that new significantly beneficial effects are identified, which would engage this test).

2.5.9 It is also noted that the changes do not change the conclusions of the Habitats Regulations Assessment [APP-092], nor require a new European Protected Species licence, nor reflect an impediment to the grant of any other consent or licence required outside of the DCO process.

3 Proposed change 1: Removal of Option 2 National Grid Substation Extension

3.1 Description of the change

3.1.1 The Burwell Substation extension Option 2 is proposed to be removed from the Scheme, although rights through this land will still be required for underground cabling. The need for the transformer compound at this location would be removed by changing the electrical configuration of the Scheme as set out in the Change Application **[AS-243]** and the acceptance of Option 3 i.e. three onsite substation capable of transforming the 33kV electricity generated by the solar modules to 400kV to facilitate connection with the existing Burwell substation.

3.1.2 Works will still be required to construct Grid Connection Route B to facilitate connection of the Scheme to the national electricity grid at Burwell. Therefore, access at Cable Route Access B would be retained for those works and for maintenance during operations. With the removal of the Option 2 substation the requirement for the 13 Abnormal Indivisible Loads (AILs), as outlined in Table 5-1 of the Transport Assessment **[APP-117]**, for the construction of the substation will not be required and the Order limits has been revised to remove the small sections along the AIL route. Therefore, the majority of the traffic management measures outlined in section 5.8 of the Framework Construction Traffic Management Plan and Travel Plan **[REP3A-004]** along the AIL route from the A14 to Newnham Drove will no longer be required. However, minor road widening will still be required at the junction of Weirs Drove and Newnham Drove to facilitate HGV access to Cable Route Access B. This will be a smaller scale than that which would have been required for the AIL movement, meaning that a worst-case scenario has already been assessed. This is shown in the update to the F-CTMP & TP which will be submitted at Deadline 5 and is reflected in the updated application plans discussed below.

3.1.3 This change is shown on the ‘before’ and ‘after’ extracts of Sheet 20 of the Land and Crown Land Plans, Works Plans and Access and Rights of Way Plans, and Sheet 1 of the Traffic Regulation Measures Plans – Road Closures below and appended to this report.

3.1.4 In relation to the Land and Crown Land Plans, the revised width of the Order Limits at plots 20-08, 20-09, 20-10, 20-11 and 20-13is circa 130m. This is to allow for a 100m aggregate working width when discounting the circa 30m restriction of the pylon foundations. Furthermore, the Applicant will also need to consider existing subsurface infrastructure and the potential for buried archaeology information in this location, as outlined in the Statement of Reasons Appendix A **[REP2-018]**.

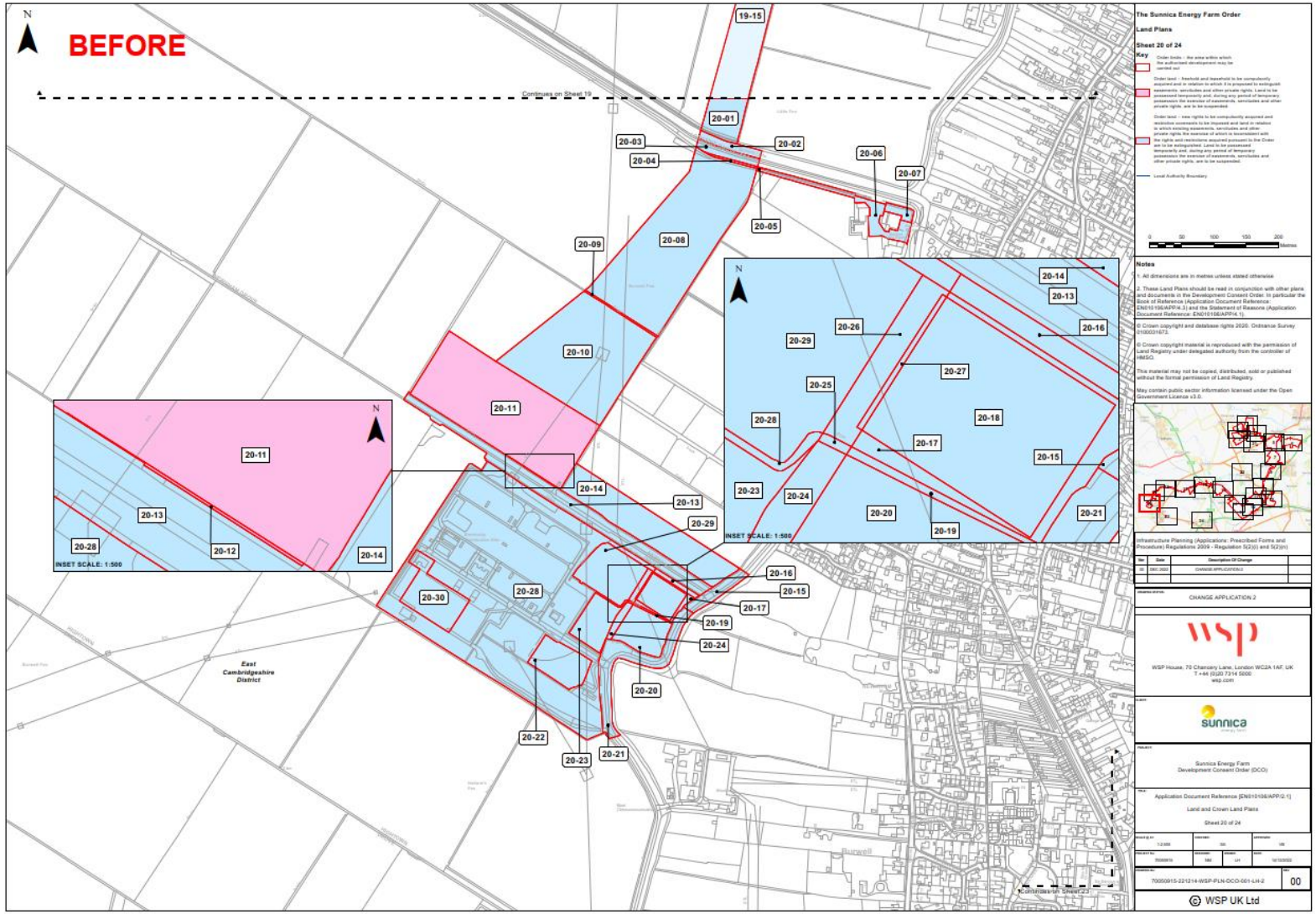


Figure 3-1 Burwell National Grid Substation Extension Option 2 – Before Land and Crown Plans (Sheet 20)

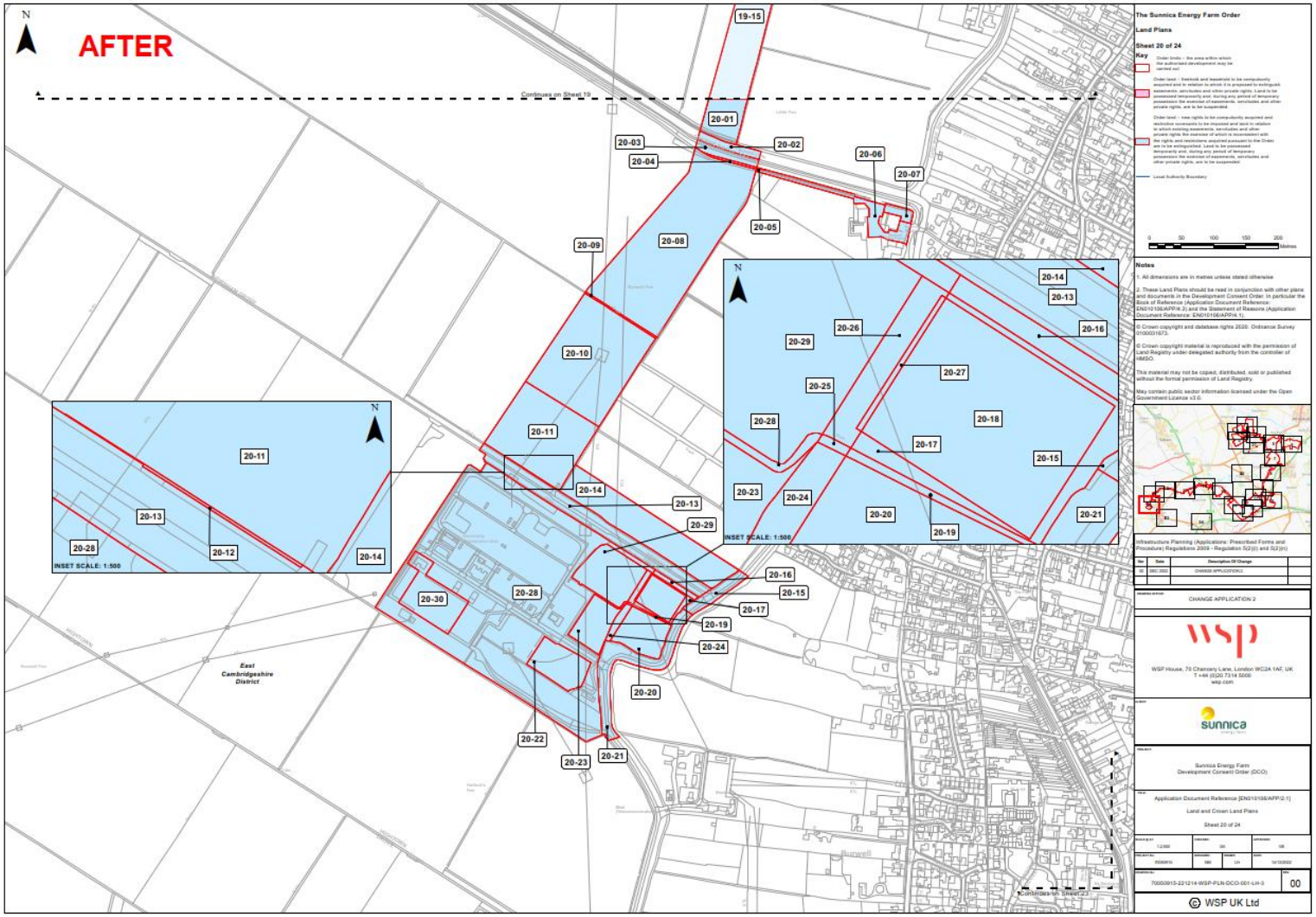


Figure 3-2 Burwell National Grid Substation Extension Option 2 – After Land and Crown Plans (Sheet 20)

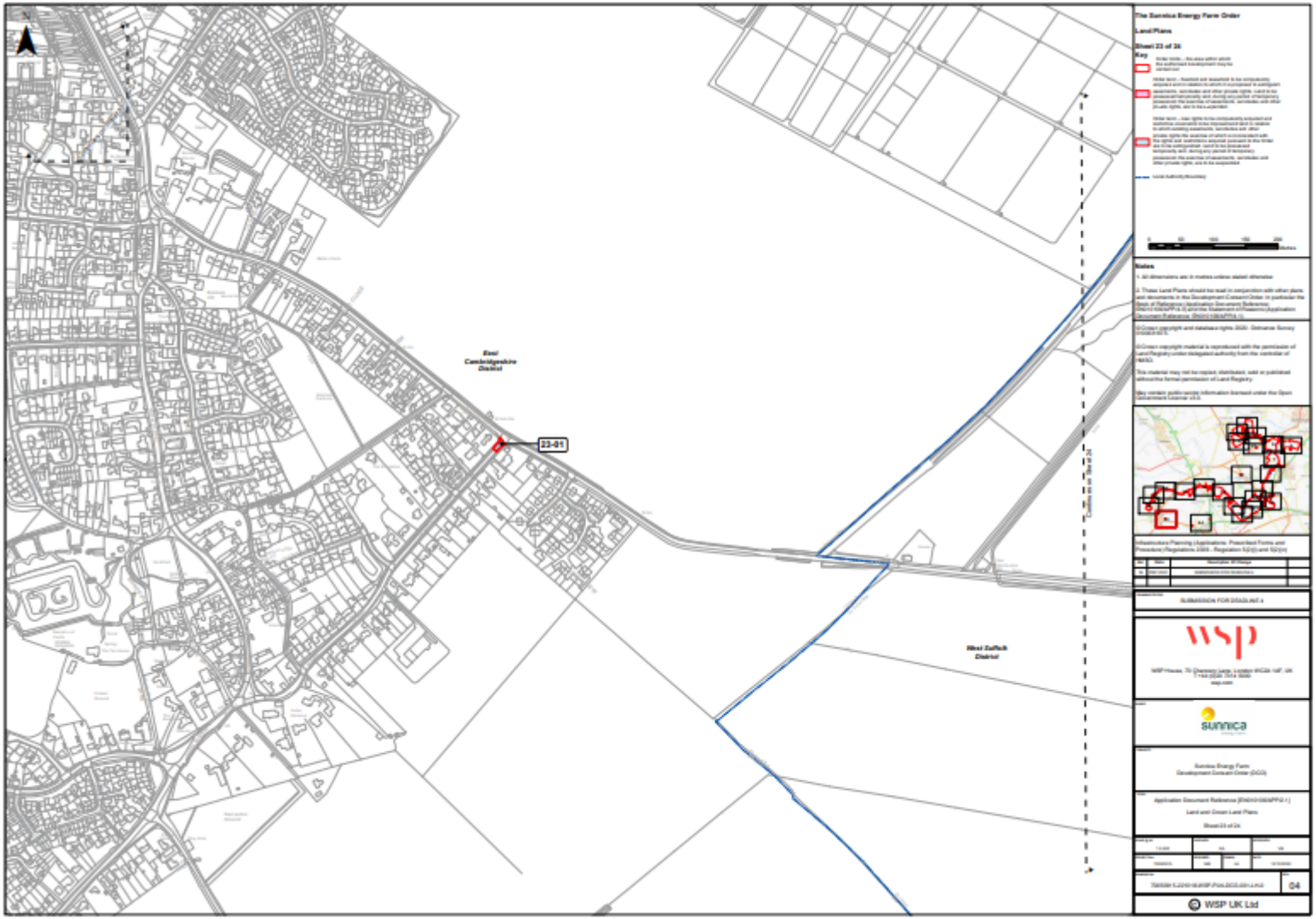


Figure 3-3 AIL Access Route – Before Land and Crown Plans (Sheet 23)

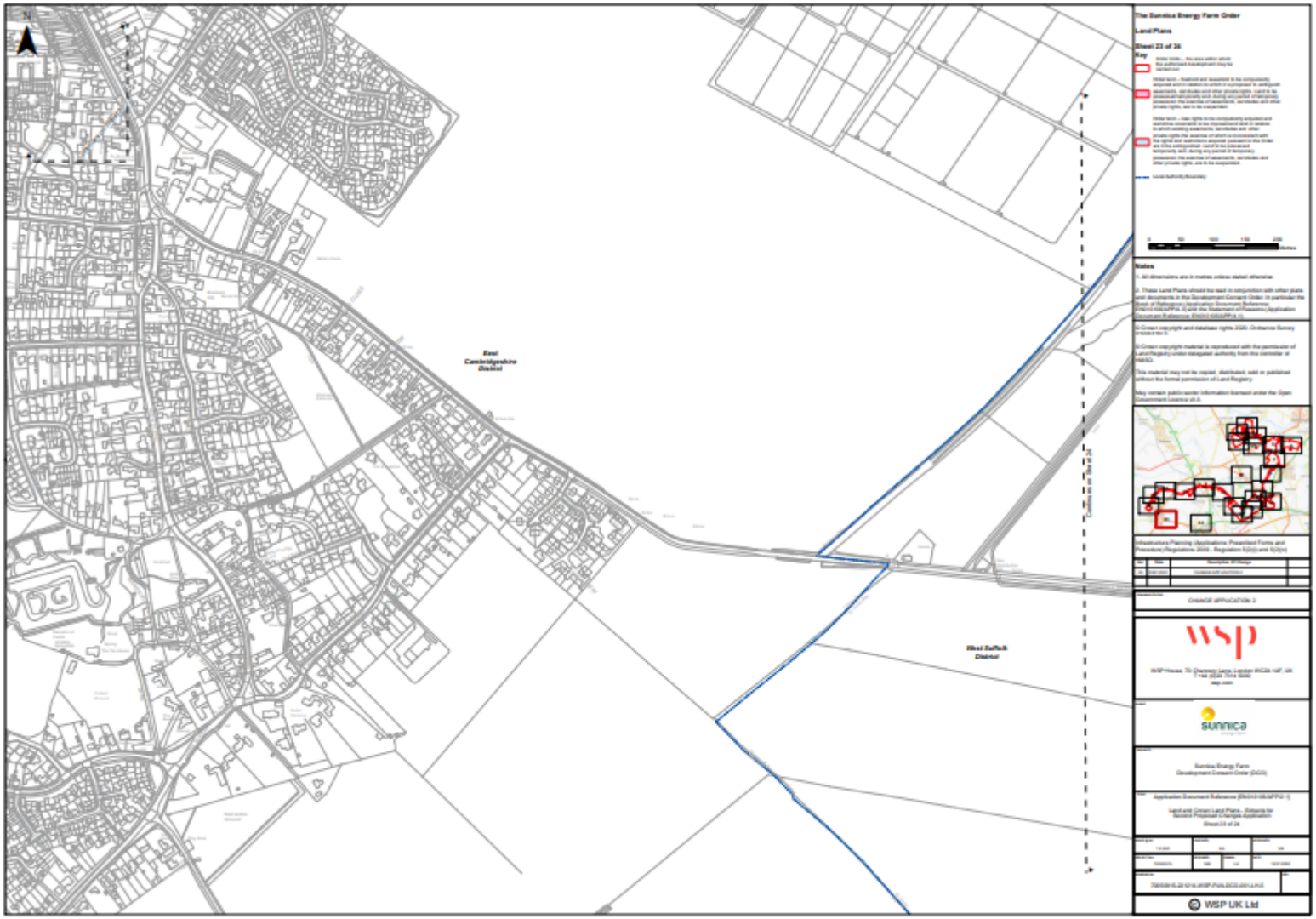


Figure 3-4 AIL Access Route – After Land and Crown Plans (Sheet 23)

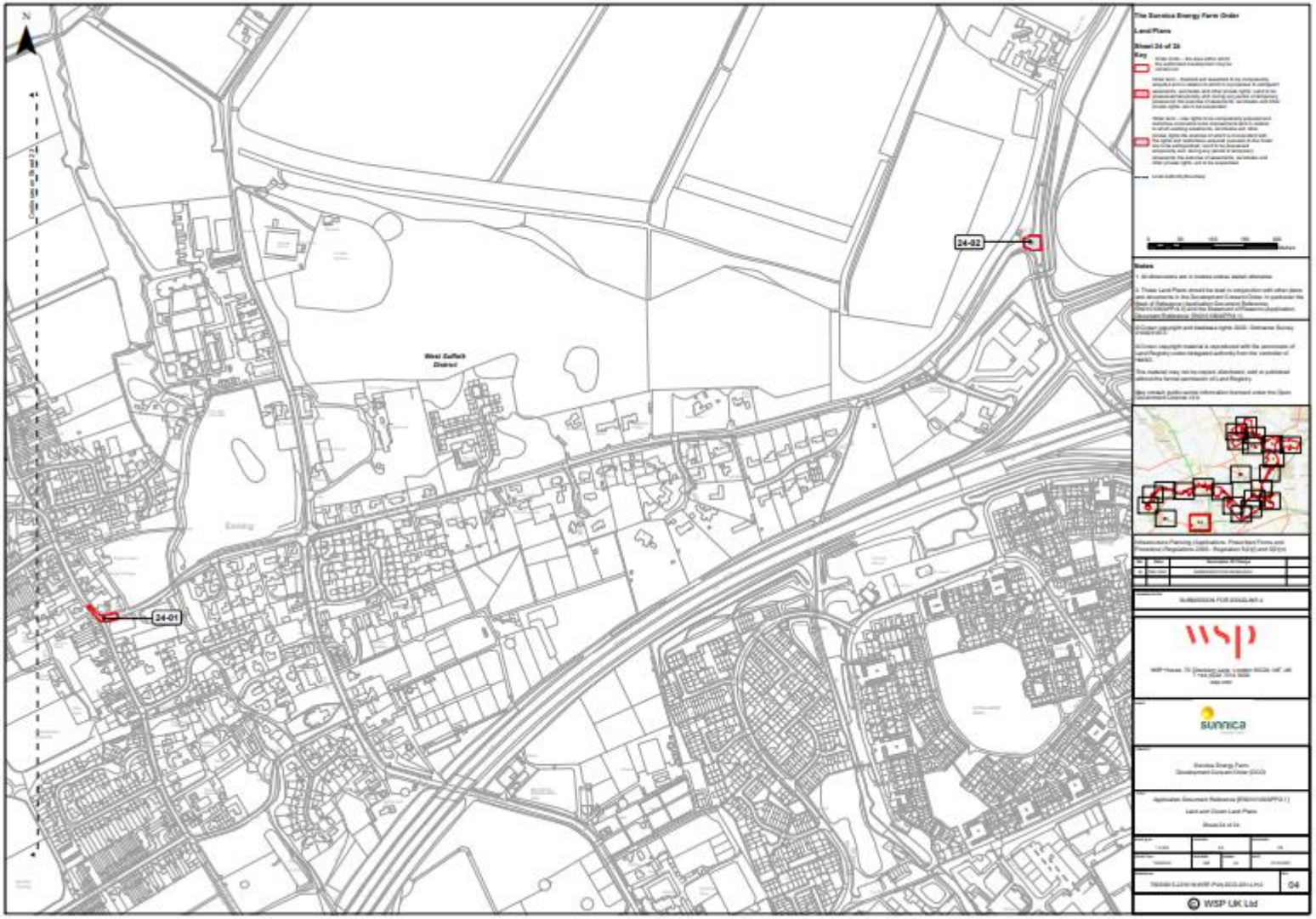


Figure 3-5 AIL Access Route – Before Land and Crown Plans (Sheet 24)



Figure 3-6 AIL Access Route – After Land and Crown Plans (Sheet 24)

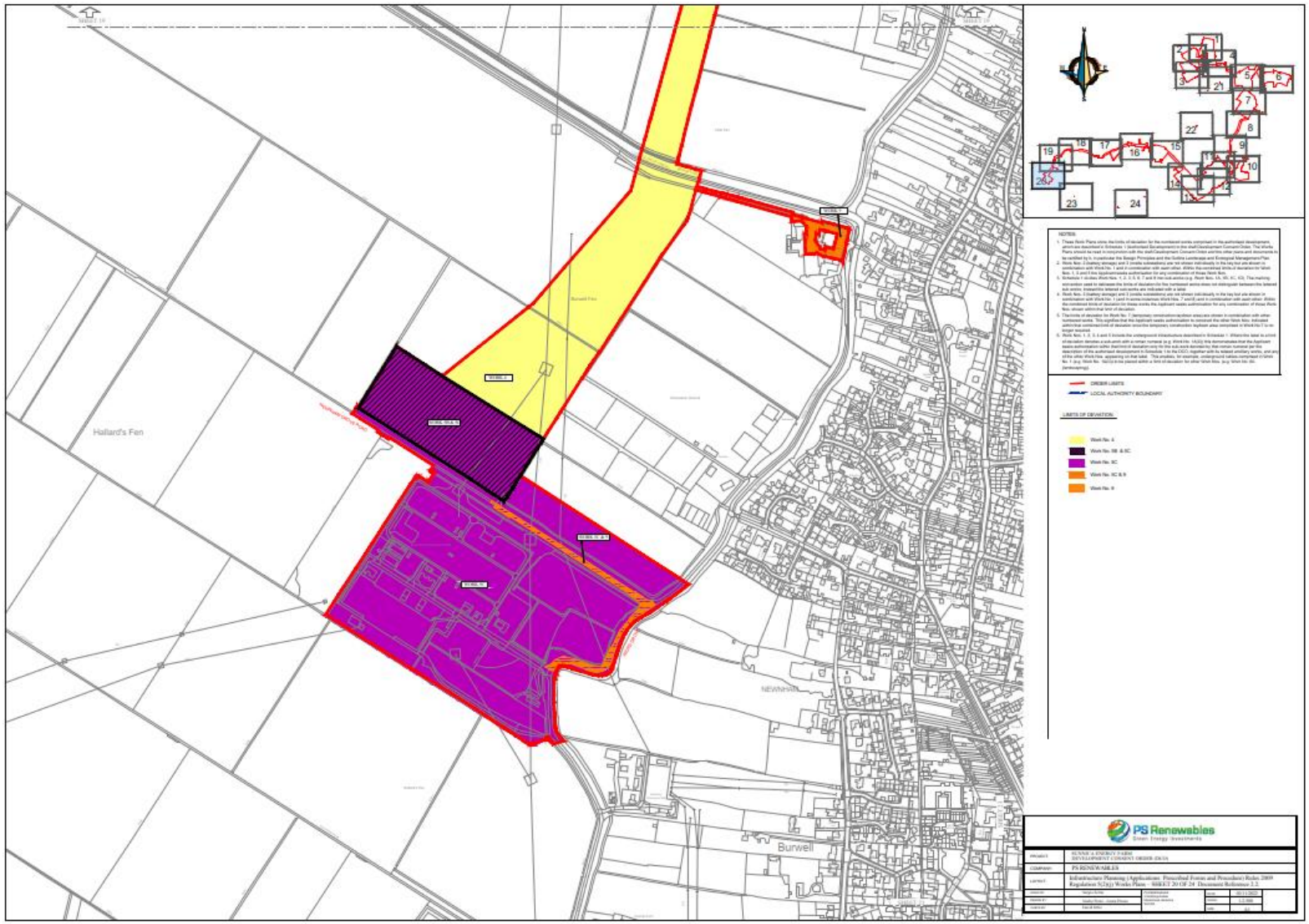


Figure 3-7 Burwell National Grid Substation Extension Option 2 – Before Works Plans

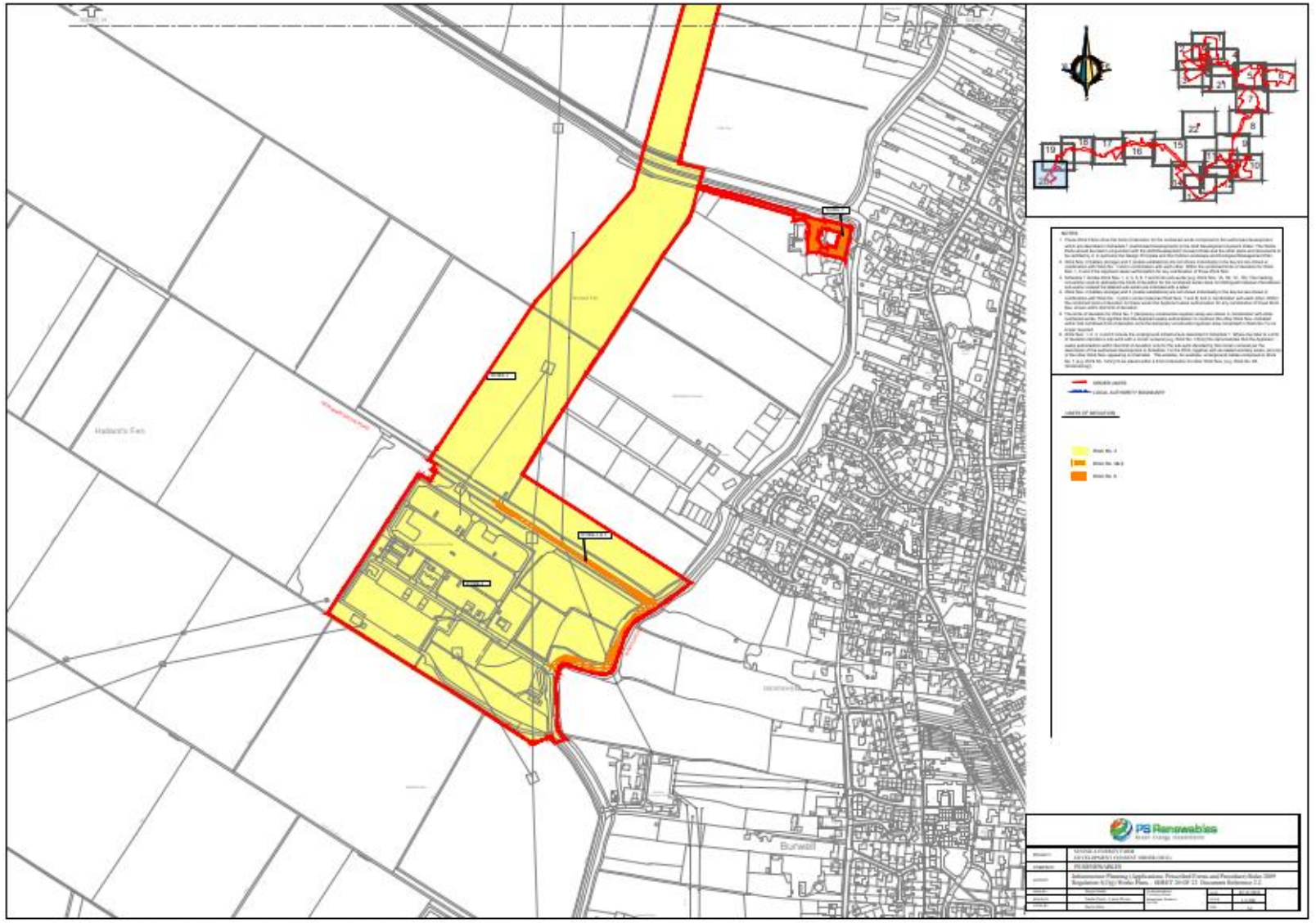


Figure 3-8 Burwell National Grid Substation Extension Option 2 – After Works Plans

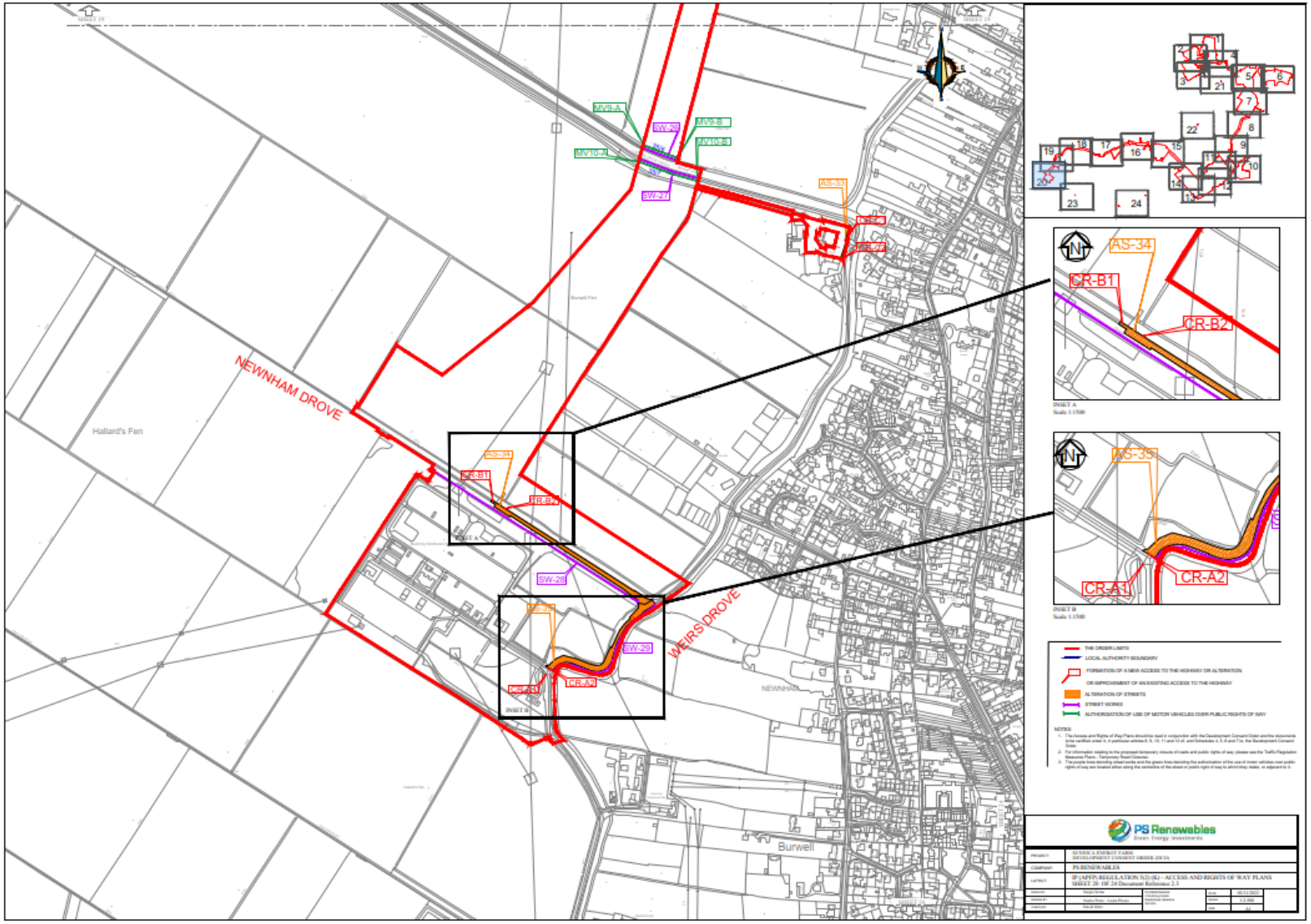


Figure 3-9 Burwell National Grid Substation Extension Option 2 – Before Access and Rights of Way Plans

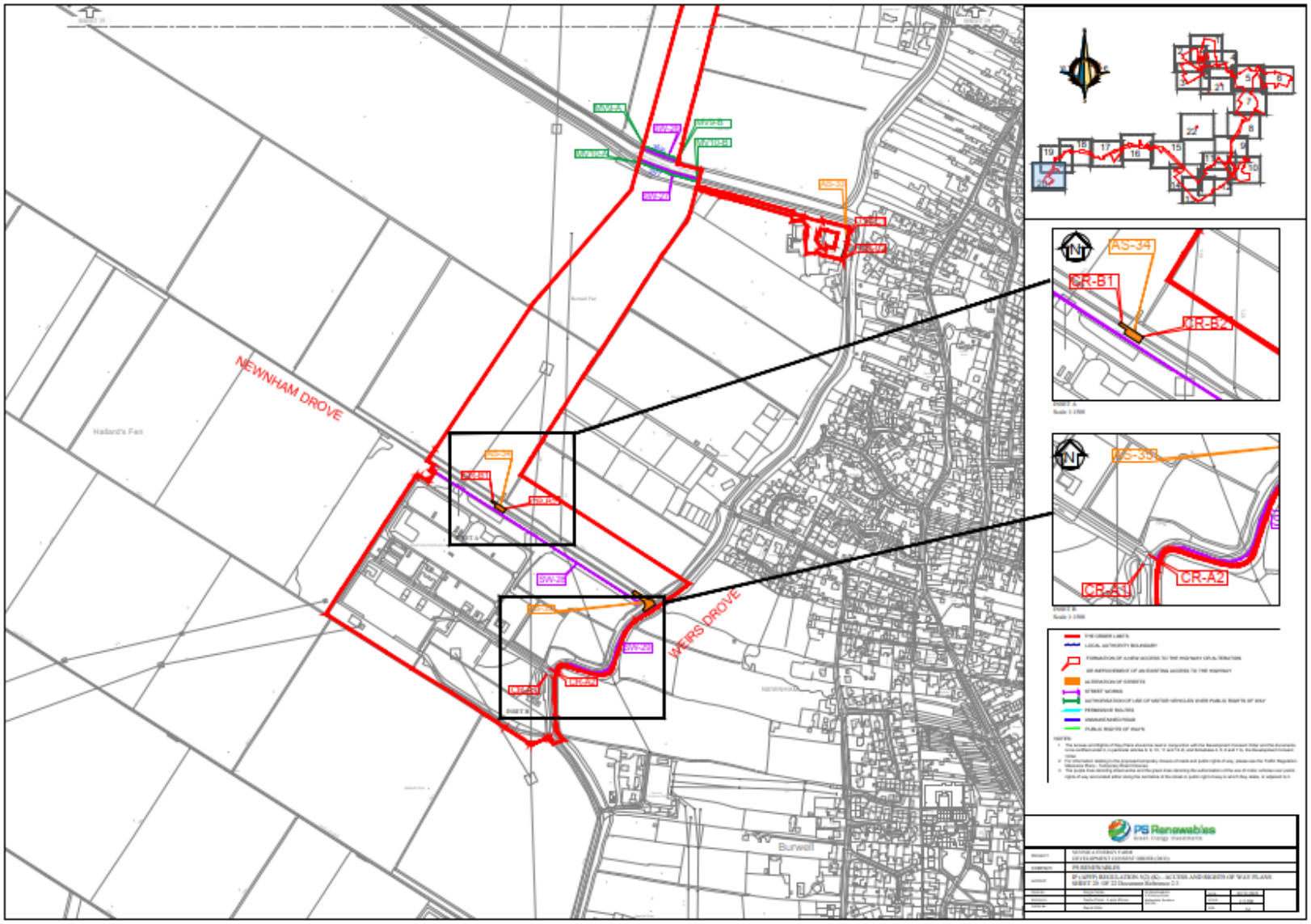


Figure 3-10 Burwell National Grid Substation Extension Option 2 – Before Access and Rights of Way Plans

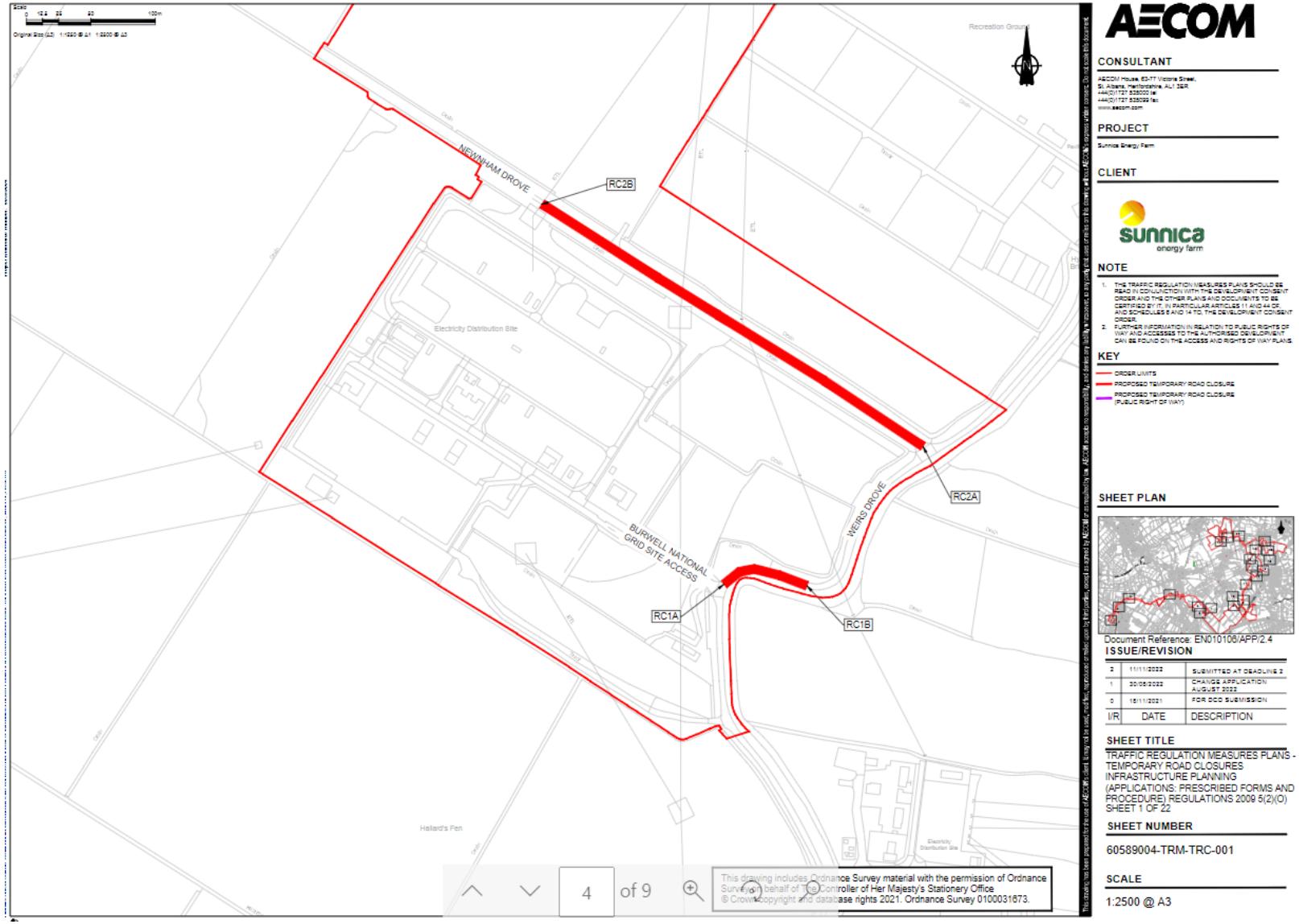


Figure 3-11 Burwell National Grid Substation Extension Option 2 – Before TRM – Road Closure Plans

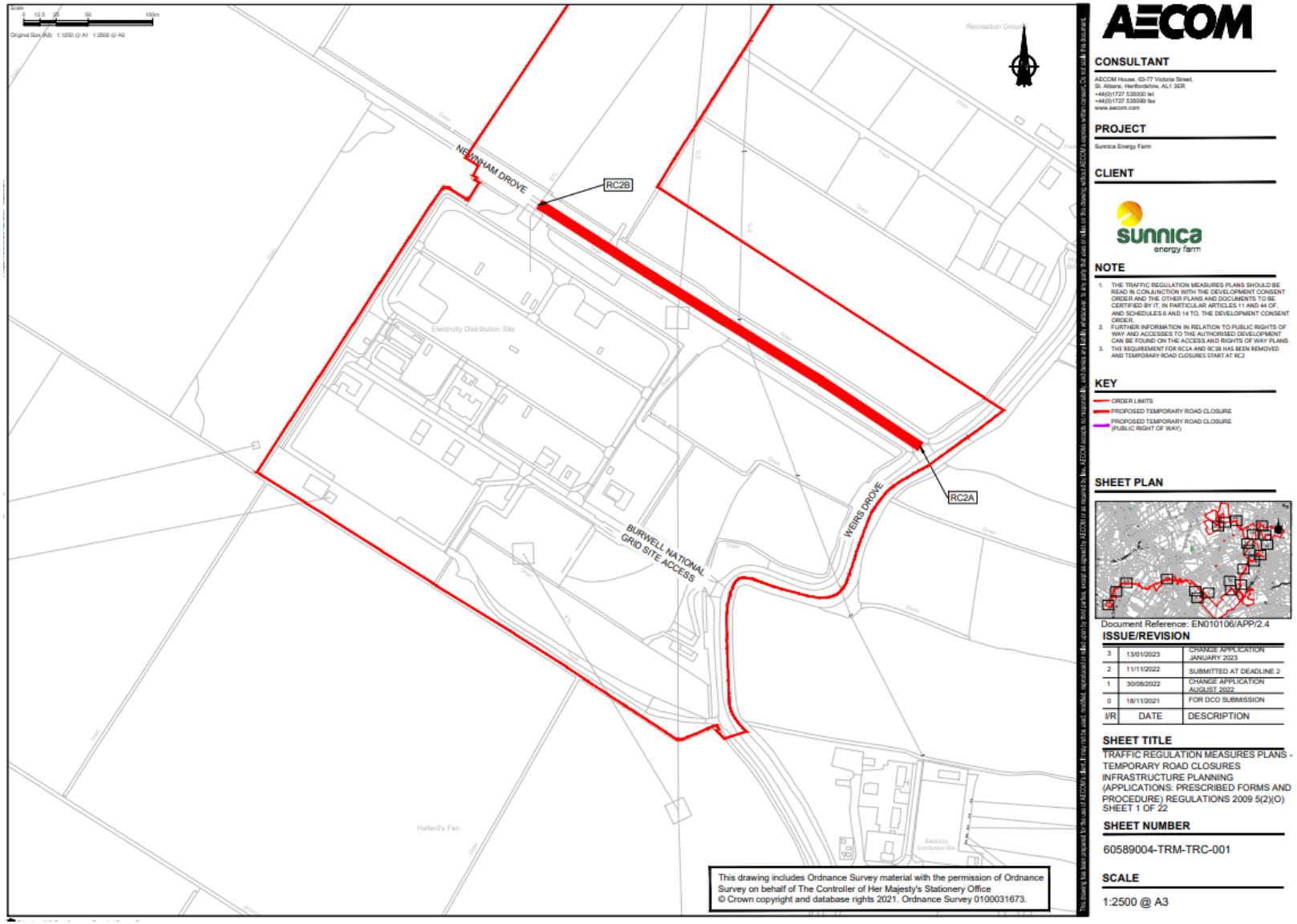


Figure 3-12 Burwell National Grid Substation Extension Option 2 – After – Road Closure Plans

3.2 Summary of environmental appraisal

3.2.1 The proposed changes associated with Change 1 have been reviewed and assessed, as summarised in Table 3-1, to identify any likely significant effects that would be new or materially different from those presented in the Scheme ES **[APP-036 and APP-038 to APP-048]**.

Table 3-1: Likely Environmental Effects of Change 1

ES Chapter number	ES Chapter heading	Likely effect of the changes	Material change / non-material change / no change
4	Alternatives and Design Evolution	The proposed change does not affect the point of connection to the national grid, the reasons for selecting the site, or the reasons for selecting the proposed technology.	No change
6	Climate Change	The proposed change will result in a minor reduction in GHG emissions (e.g., embodied carbon in the materials and emissions associated with transportation of materials) due to the reduction in material quantities required for the updated design. However, as these aspects are expected to only contribute to a small proportion of the GHG footprint, the proposed change will not have a material impact in the context of the overall GHG assessment. The proposed change will not result in any material changes to operational emissions associated with the Scheme. The proposed change will not result in any changes to the climate change resilience review of the Scheme.	Non-material change
7	Cultural Heritage	The proposed Change 1 (Removal of Option 2 National Grid Substation Extension) would not result in any change to the findings of Chapter 7: Cultural Heritage **[APP-039]** of the ES, as the cable route and therefore any impacts to archaeology will remain the same.	No Change
8	Ecology and Nature Conservation	The construction of the Burwell National Grid Substation Extension Option 2 would have led to the loss of two trees used as day roosts by low numbers of common and soprano pipistrelle bats. These bat roosts were confirmed in tree T3 and a tree between T8 and T9 (in Table 4-1 from the report on Survey of Bats **[APP-087, Appendix 8J]**). Due to design changes, these trees will not now be removed or otherwise disturbed. Due to the presence of a Badger sett within the Order limits at the Burwell National Grid Substation Extension Option 2, it would have been necessary to permanently exclude Badgers under licence from Natural England. However, due to this location not now being taken up further Change 1, the sett will not be impacted.	Non-material change
9	Flood Risk, Drainage and Water Resources	There is a positive non-material change with removal of Option 2 in flood risk terms. The removal of Option 2 effectively removes the identified fluvial flood risk from a breach of Burwell Lode to new substation infrastructure that would be installed as part of this Scheme. As cabling that will still be installed will be buried, there is no long-term flood risk associated with this area of the DCO Order limits. The CEMP (Requirement 14) sets out flood risk and drainage mitigation during	Non-material change

ES Chapter number	ES Chapter heading	Likely effect of the changes	Material change / non-material change / no change
		construction – as works will still be undertaken to bury the cable during installation, this will result in no change to the content of the CEMP in this area. With regards drainage, there will be no change, as the existing site drains freely to ground, as would with the Option 2 proposals. The removal of Option 2 would not result in any new or materially different effects to surface water or groundwater receptors to those reported in the ES **[APP-042]**. Impacts from Option 2 would not occur. In particular, there would no longer be the need to widen an access off Newnham Drove in the southeast corner of Option 2 for the location of a crane, which would have required a slight diversion of a drain.	
10	Landscape and Visual Amenity	Proposed Change 1 would avoid the impacts identified in relation to the Burwell Substation extension reported in Chapter 10 of the ES **[APP-042]**. This would remove the significant effects reported for the DCO site in all assessment scenarios and visual receptor 55 to 59. Arboriculture: The removal of Option 2 will result in no requirement for the AIL oversail of the verge to the north of Weirs Drove and this will avoid the requirement to prune a single low quality tree.	Non-material change
11	Noise and Vibration	The removal of Option 2 will result in reduced construction noise impacts given that works on the substation will no longer be required; however, a cable corridor will still need to be put in place so there will still be some construction activity in the area. There will be no changes to operational noise levels for occupants of properties near the Burwell substation as a result of the Scheme.	No change
12	Socio-Economics and Land Use	The proposed Change 1 (removal of Option 2 National Grid Substation Extension) would result in removal of the requirement for the road closure on Weirs Drove. Although no effects on residential properties, business premises and community facilities were identified to result from impacts on road closures, it is noted that the potential for any impacts on road journeys to occur would be reduced as a result of this change. The proposed change would result in no further need for a soil survey of the Option 2 site area. Such a soil survey would be to inform the soil management plan element of the CEMP, and would have taken place post consent. Therefore, the effects of the proposed Change 1 (removal of Option 2 National Grid Substation Extension) will result in no change to effects assessed as part of the Socio-economics and Land Use Chapter of the ES **[APP-045]**.	No Change
13	Transport and Access	The effects of the proposed Change 1 (removal of Option 2 National Grid Substation Extension) is the removal of 13 AILs and the associated vehicle movements to/from Cable Route Site	No change

ES Chapter number	ES Chapter heading	Likely effect of the changes	Material change / non-material change / no change
		Access B on Newnham Drove (CR-B). This has the effect of reducing the level of works required to facilitate AIL access. It does not result in a need for additional works elsewhere. The proposal results in the removal of the need to introduce the management measures included within Section 5.8 of the F-CTMP & TP **[REP3A-004]**. Widening of the Weirs Drove/Newnham Drove T-junction will continue to be required to facilitate HGV access, although at a lesser extent than that required to facilitate AIL access. An updated version of the F-CTMP & TP reflecting this will be submitted to the Examination alongside this Change Application. The effects of the proposed Change 1 (removal of Option 2 National Grid Substation Extension) is the removal of the requirement for the road closure on Weirs Drove (RC1A-RC1B, shown in TRC-001). The effects of the proposed Change 1 (removal of Option 2 National Grid Substation Extension) is also likely to result in the removal of the requirement of the temporary road closure along Newnham Drove (RC2A-RC2B, shown in TRC-001). This measure was proposed in order to safely deliver the works required to enable AIL access. The level of work required has been significantly reduced as AIL access is no longer required. However, this temporary measure has been retained within the Application and would be implemented if the contractor or the Local Highways Authority considered it necessary to implement during the highway works at the Weirs Drove/Newnham Drove T-junction to undertake the required widening to accommodate the movement of HGVs during the construction phase. Therefore, the Transport and Access Chapter of the ES **[APP-045]** considers the worst-case scenario with the inclusion of the temporary road closure. The removal of Option 2 National Grid Substation Extension will remove the requirement for HGVs associated with the Substation extension, although it is noted that there will remain a need for HGVs to travel to/from Cable Route Site Access B on Newnham Drove (CR-B) to facilitate the grid connection. Table 2.1 of the F-CTMP & TP sets out that the Burwell Substation Extension will require nine HGVs per day in Months 3-5, eight HGVs per day in Months 6-7, and one HGV per day in Month 8. These HGV movements have been assessed in the Transport and Access Chapter of the ES **[APP-045]**, and will no longer be required. Therefore, the effects of the proposed Change 1 (removal of Option 2 National Grid Substation Extension) will result in less impact than that assessed as part of the Transport and Access Chapter of the ES **[APP-045]**.	
14	Air Quality	The proposed change is within the current red line boundary, and therefore the current dust risk assessment remains a worst case assessment of the potential construction phase dust impacts, and therefore the conclusions remain the same.	No change

ES Chapter number	ES Chapter heading	Likely effect of the changes	Material change / non-material change / no change
		The construction road transport impacts are predicted to decrease with the changes (as set out above), and therefore the predicted air quality impacts are a worst case and the overall conclusions remain the same.	
15	Human Health	The proposed Change 1 (Removal of Option 2 National Grid Substation Extension) would not result in any change to the findings of Chapter 15: Human Health **[APP-047]** of the ES. This is based on the findings of the changes to likely environmental effects assessments of the same environmental topics that informed the Human Health chapter, namely Air Quality, Noise and Vibration, Landscape and Visual and Traffic and Transport which have each concluded no change or no material change. When taking their findings into account, the overall Human Health assessment conclusion would not change.	No change
16	Other Environmental Topics	The removal of Option 2 National Grid Substation Extension will reduce the developable area and remains within the parameters as assessed in Chapter 16: Other Environmental Topics **[APP-048]** of the ES. Therefore, there are no changes to the assessment of Glint and Glare, Ground Conditions, Telecommunications, Television Reception, Waste, Major Accidents and Disasters and Utilities during construction, operation or decommissioning.	No change

3.3 Schedule of persons with an interest in plots subject to the proposed change

3.3.1 Following detailed discussions with National Grid Electricity Transmission plc ("NGET") the Applicant was informed in January 2022 that Substation Extension Option 1 is no longer technically feasible for the Application. In March 2022 the Applicant was made aware that Option 1 was no longer available to them and negotiations for the substation extension ceased. In September 2022, NGET confirmed that it would accept Option 3 being taken forward. Negotiations recommenced in August 2022 regarding the location of the point of connection and easement and negotiations are now advancing.

Attempts were also made to open discussions with Graham David Reeve and Jacqueline Ruth Reeve for an option to take a lease for Option 2. Despite multiple attempts to engage, the landowners were not willing to enter into negotiations.

Table 3-2: Change 1 Schedule of Persons with an interest in plots subject to the proposed change

Party Name	Plots in the vicinity of Change 1	Book of Reference Category
Allan Ernest Marshall	24-01	1
Apostolos Andreou	24-01	1
Barbara Agnes Prentice Marshall	24-01	1
BT Group plc	20-13	2 & 3
Cambridgeshire County Council	20-12, 20-13, 23-01	1 & 3
Carolyn Awdry Heywood	24-01	1
Church Commissioners for England	20-10, 20-11	2 & 3
Eastern Power Networks plc	20-08, 20-09 20-10, 20-11, 20-12, 20-13	2 & 3
Energis Communications Limited	20-10, 20-11	2 & 3
Graham David Reeve	20-09 20-10, 20-11, 20-12, 20-13	1
Henry John Hurrell	20-13	1
Jacqueline Ruth Reeve	20-09 20-10, 20-11, 20-12, 20-13	1
John Brown	20-08, 20-09	1
Josephine T M Oreilly Meehan	24-01	1
Karen Suzanne Ellis	24-01	1

Party Name	Plots in the vicinity of Change 1	Book of Reference Category
Keith Miller	24-01	1
Lightsource SPV 115 Limited	20-08, 20-09 20-10, 20-11, 20-13	2 & 3
Michael Heywood	24-01	1
Michael John Smale	23-01	1
National Grid Electricity Transmission plc	20-08, 20-09 20-10, 20-11, 20-12, 20-13	1, 2 & 3
National Highways Limited	24-02	1
Neil Dempster Burns	23-01	1
Openreach Limited	20-13	2 & 3
Patricia Burns	23-01	1
Paul Brown	20-08, 20-09	1
Paul Charles Hardy	24-01	1
Paul Dewey	24-01	1
Robert John Ellis	24-01	1
Sarah Louise Smale	23-01	1
Suffolk County Council	24-01	1
Swaffham Internal Drainage Board	20-08, 20-09, 20-12, 20-13	2 & 3
The Occupier	20-10, 20-11	1
UK Power Networks Limited	20-08, 20-09, 20-10, 20-11, 20-13	2 & 3
Unique Lettings & Property Management Limited	24-01	1
Unknown	20-09	1
Unknown	20-10, 20-11	1
Vodafone Limited	20-10, 20-11	2 & 3
Wellington Pub Company plc	24-01	1
Wendy Elizabeth Andreou	24-01	1

3.4 Schedule of consequential amendments to DCO application documents

Table 3-3: Change 1 Schedule of consequential amendments to application documents

Application document reference	PINS document reference	Application document name and (where relevant) sheet number	Current Version	Report Appendix where Changes Shown	Summary of Changes
Documents update and appended to Change Application					
EN010106/APP/4.3	REP4-007	Book of Reference (parts 1 to 5)	Rev 04	Appendix C	Plots 20-08, 20-09, 20-10, 20-11, 20-12 and 20-13 have been amended and plots 23-01, 24-01 and 24-02 removed in line with the Order Limits changes shown in the Land and Crown Land Plans.
EN010106/APP/4.3	REP4-010	Schedule of Changes to Book of Reference (parts 1 to 5)	Rev 04	Appendix D	Plots 20-08, 20-09, 20-10, 20-11, 20-12 and 20-13 have been amended and plots 23-01, 24-01 and 24-02 removed in line with the Order Limits changes shown in the Land and Crown Land Plans.
EN010106/APP/7.3	REP3A-032	Design Principles	00	Appendix E	The Design Principles have been updated and amended to incorporate the proposed design changes.
EN010106/APP/3.1	REP4-005	Draft Development Consent Order	Rev 03	Appendix F	Work No. 5B and 5C to be removed from Schedule 1. Article 18 to be amended to remove optionality. Changes to DCO Schedules to reflect changes to Plans listed below. Amendment of Requirement 13. Removal of the existing Requirement 23.
EN010106/APP/2.2	REP2-005	Works Plans (Sheet 20)	Rev 03	Appendix G	The Works Plans have been updated to remove Work No 5 (including 5B and 5C).
EN010106/APP/2.1	REP4-003	Land and Crown Land Plans (Sheet 20)	Rev 04	Appendix H	The Order Limits have been amended to remove Substation Extension Option 2 and realign Grid Connection Route B for the

Application document reference	PINS document reference	Application document name and (where relevant) sheet number	Current Version	Report Appendix where Changes Shown	Summary of Changes
					400kV connection to the Burwell Substation. Acquisition powers for plots 20-11 and 20-12 have also been changed from the acquisition of freehold and leasehold (pink) to the acquisition of new rights (blue). The Order limits have also been amended to remove plots 23-01, 24-01 and 24-02 as Abnormal Indivisible Loads (AIL's) will no longer been required for the transportation of large equipment to the Burwell Substation.
EN010106/APP/2.2	REP3A-003	Access and Rights of Way Plans (Sheet 20)	Rev 04	Appendix I	AS-34 and AS-35 have been reduced on the updated ARoW plans to reflect the changes in design.
EN010106/APP/2.4	REP2-007 to REP2-009	Traffic Regulation Measures Plans - Road Closures (Sheet 1)	Rev 02	Appendix J	The plans have been updated to remove the of a road closure on Weirs Drove.
EN010106/APP/3.2	REP2-014	Explanatory Memorandum	Rev 02	Appendix L	Updated to reflect changes to DCO.
Documents updated but not appended to Change Application					
EN010106/APP/4.4	REP4-013	Schedule of Negotiations and Powers Sought	Rev 05	N/A	The document has been updated and amended to reflect the design changes, discussions with stakeholders and Deadline 4 submissions.
EN010106/APP/6.2	REP3-009	Habitats Regulations Assessment	Rev 01	N/A	The document has been updated and amended to reflect the design changes, second written questions, discussions with stakeholders and Deadline 4 submissions.
EN010106/APP/6.2	REP3-011	Outline Landscape and Ecology Management Plan (OLEMP)	Rev 01	N/A	The document has been updated and amended to reflect the design changes,

Application document reference	PINS document reference	Application document name and (where relevant) sheet number	Current Version	Report Appendix where Changes Shown	Summary of Changes
					discussions with stakeholders and Deadline 4 submissions.
EN010106/APP/6.2	REP3A-004	Framework Construction Traffic Management Plan and Travel Plan	Rev 03	N/A	The document has been updated and amended to reflect the design changes, discussions with stakeholders and Deadline 4 submissions.
EN010106/APP/6.2	REP3-015	Framework Construction Environmental Management Plan (CEMP)	Rev 03	N/A	The document has been updated and amended to reflect the design changes, discussions with stakeholders and Deadline 4 submissions.
EN010106/APP/6.2	REP2-028	Framework Decommissioning Environmental Management Plan (DEMP)	Rev 01	N/A	The document has been updated and amended to reflect the design changes, discussions with stakeholders and Deadline 4 submissions.
EN010106/APP/6.2	REP2-030	Operational Environmental Management Plan (OEMP)	Rev 01	N/A	The document has been updated and amended to reflect the design changes, discussions with stakeholders and Deadline 4 submissions.
EN010106/APP/8.46	REP3-021	Arboricultural Impact Assessment Report	Rev 00	N/A	The document has been updated and amended to reflect the design changes, discussions with stakeholders and Deadline 4 submissions.
EN010106/APP/8.47	REP3-022	Environmental Masterplan	Rev 00	N/A	The document has been updated and amended to reflect the design changes, discussions with stakeholders and Deadline 4 submissions.
EN010106/APP/8.83	N/A – New Document	Drainage Strategy	N/A – New Document	N/A	The document has been updated and amended to reflect the design changes. As it will be certified by the DCO it is being

Application document reference	PINS document reference	Application document name and (where relevant) sheet number	Current Version	Report Appendix where Changes Shown	Summary of Changes
					submitted as a standalone document separate from the FRA.
EN010106/APP/8.82	N/A – New Document	FRA clarification document in light of proposed Scheme changes	N/A – New Document	N/A	The document has been updated and amended to reflect the design changes. It is being submitted as a standalone document to allow it to be easily added to the definition of the FRA in the DCO if the changes are accepted.

4 Proposed change 2: Removal of Sunnica West Site B

4.1 Description of the change

4.1.1 As described in Chapter 2 above, Sunnica West Site B is proposed to be removed from the Scheme.

4.1.2 However, works will still be required to construct Grid Connection Route B to facilitate the connection of the Scheme to the national electricity grid at Burwell. Therefore, access at Cable Route Access M would be retained for those works and for maintenance during operations, if required. However, the access at Sunnica West Site Access D proposed on Fordham Road will no longer be required and will be removed from the Scheme.

4.1.3 The revised width of the Order Limits on the Land and Crown Land Plans for Change 2 is circa 100m. This reflects the extent agreed in the option agreement for Sunnica West Site B, as outlined in the Statement of Reasons **[REP2-018]**. A 30m buffer has also been added to the drains located in plots 15-05 and 15-12 to ensure a 10m working distance can be maintained around the water bodies during the construction of the cable corridor.

4.1.4 Due to the removal of Sunnica West Site B, the requirement for the proposed temporary speed limit (30mph speed limit) along Fordham and Snailwell Road and the proposed temporary traffic signal control area on Fordham Road has been removed.

4.1.5 This change is shown on the ‘before’ and ‘after’ extracts of Sheet 15 of the Land and Crown Land Plans, Works Plans and Access and Rights of Way Plans, Sheet 6 of the Traffic Regulation Measures Plans – Temporary Measures Plans below and appended to this report.

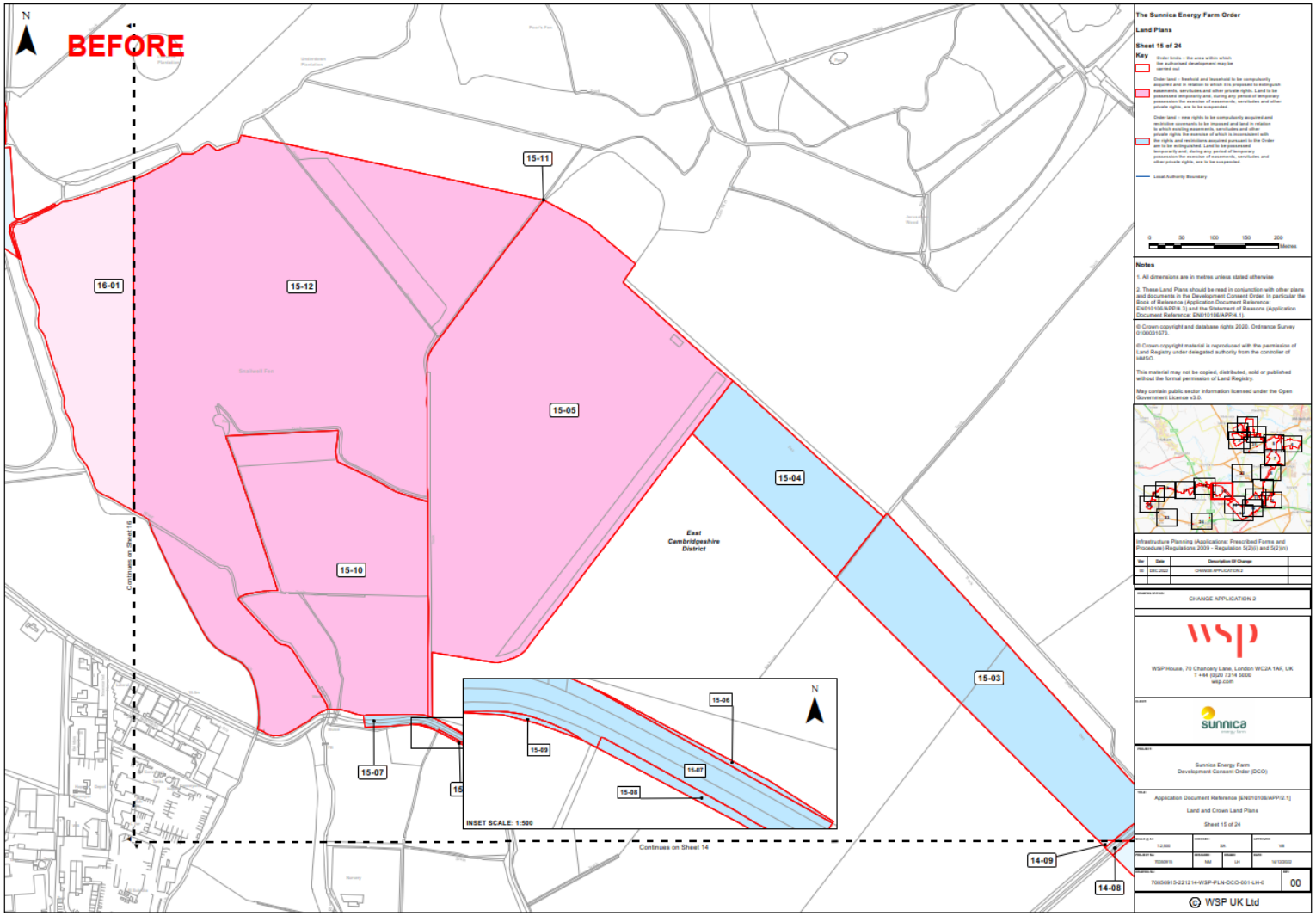


Figure 4-1: Sunnica West Site B – Before Land and Crown Plans

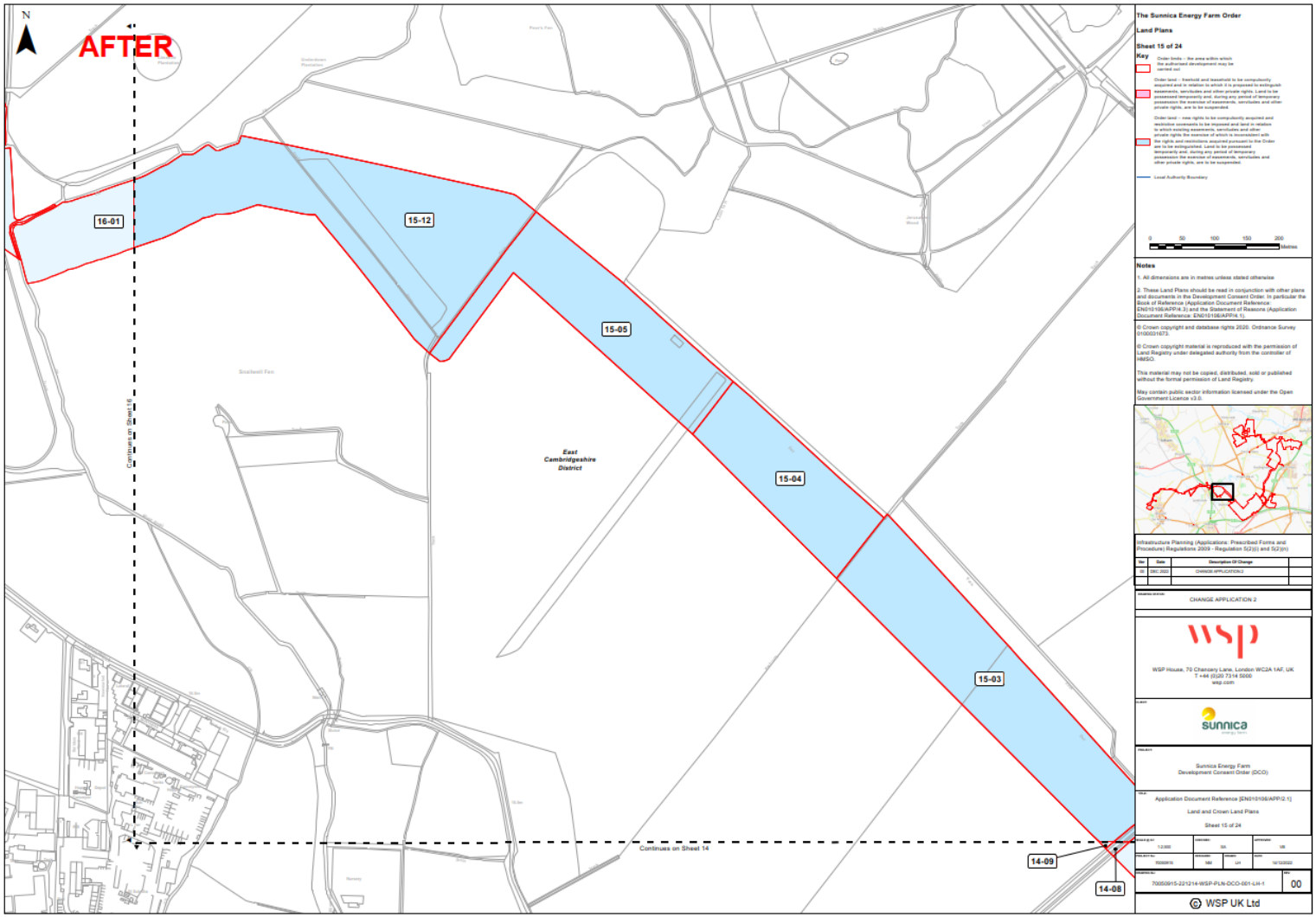


Figure 4-2: Sunnica West Site – After Land and Crown Plans

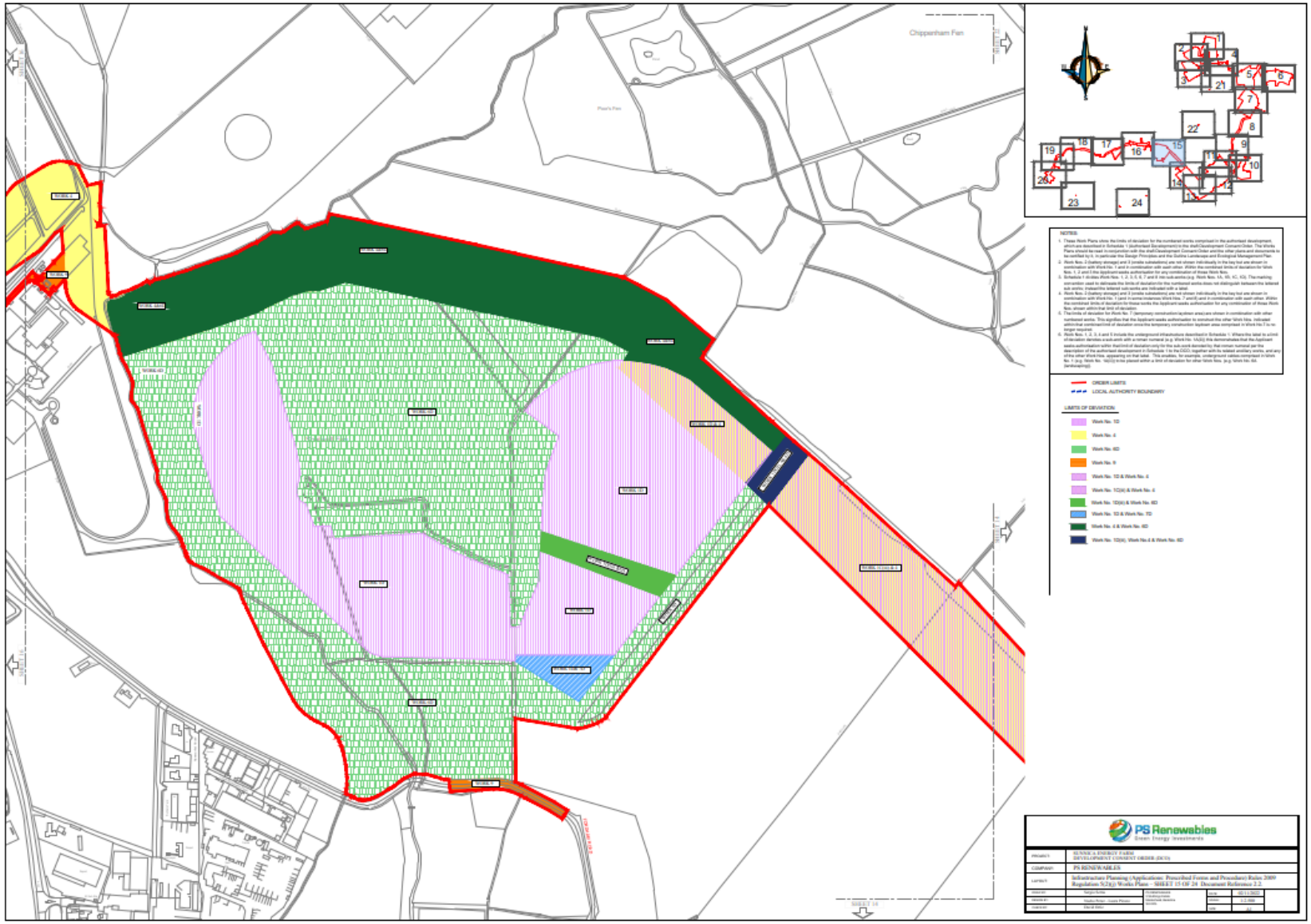


Figure 4-3: Sunnica West Site B – Before Works Plans

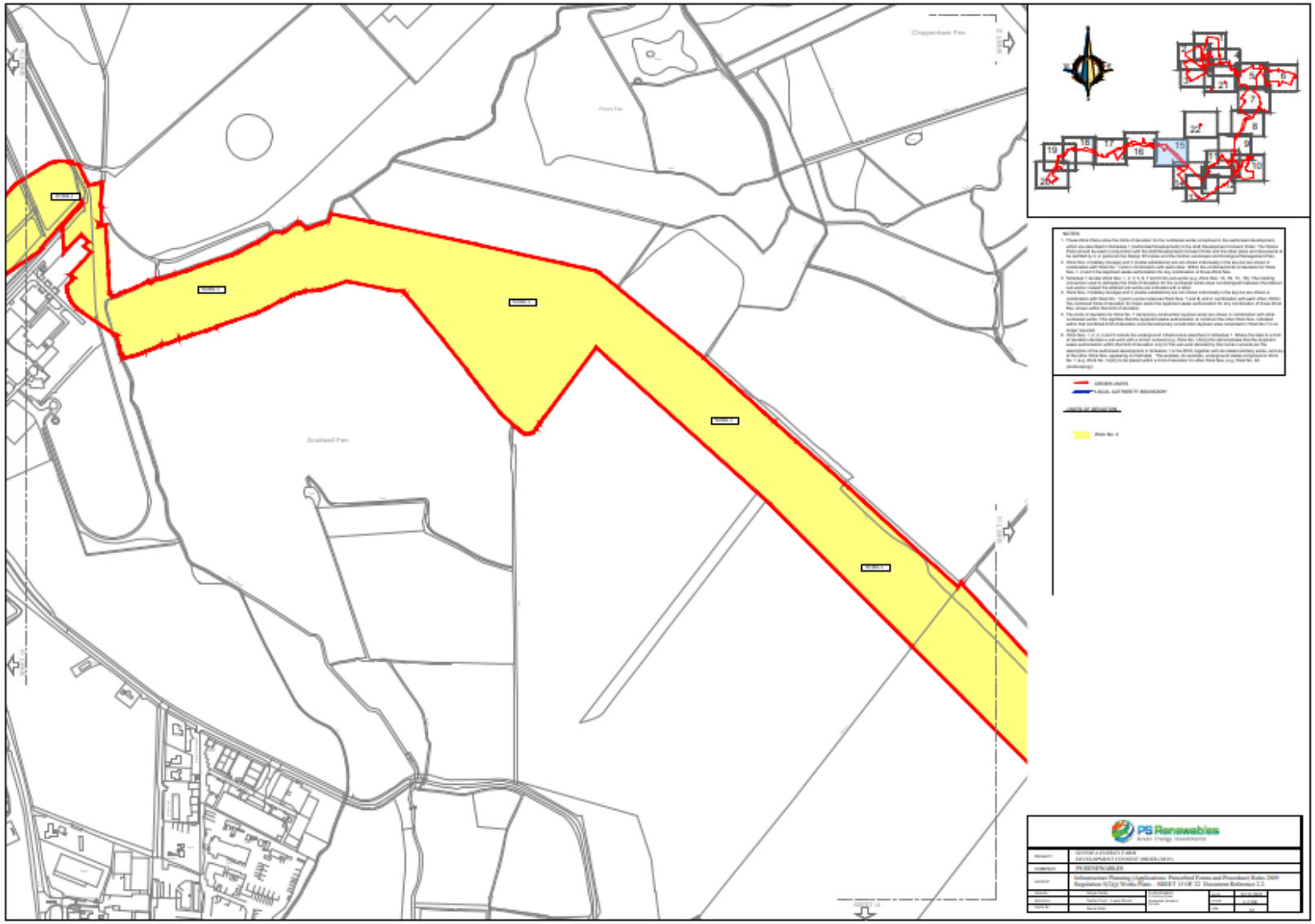


Figure 4-4: Sunnica West Site – After Works Plans

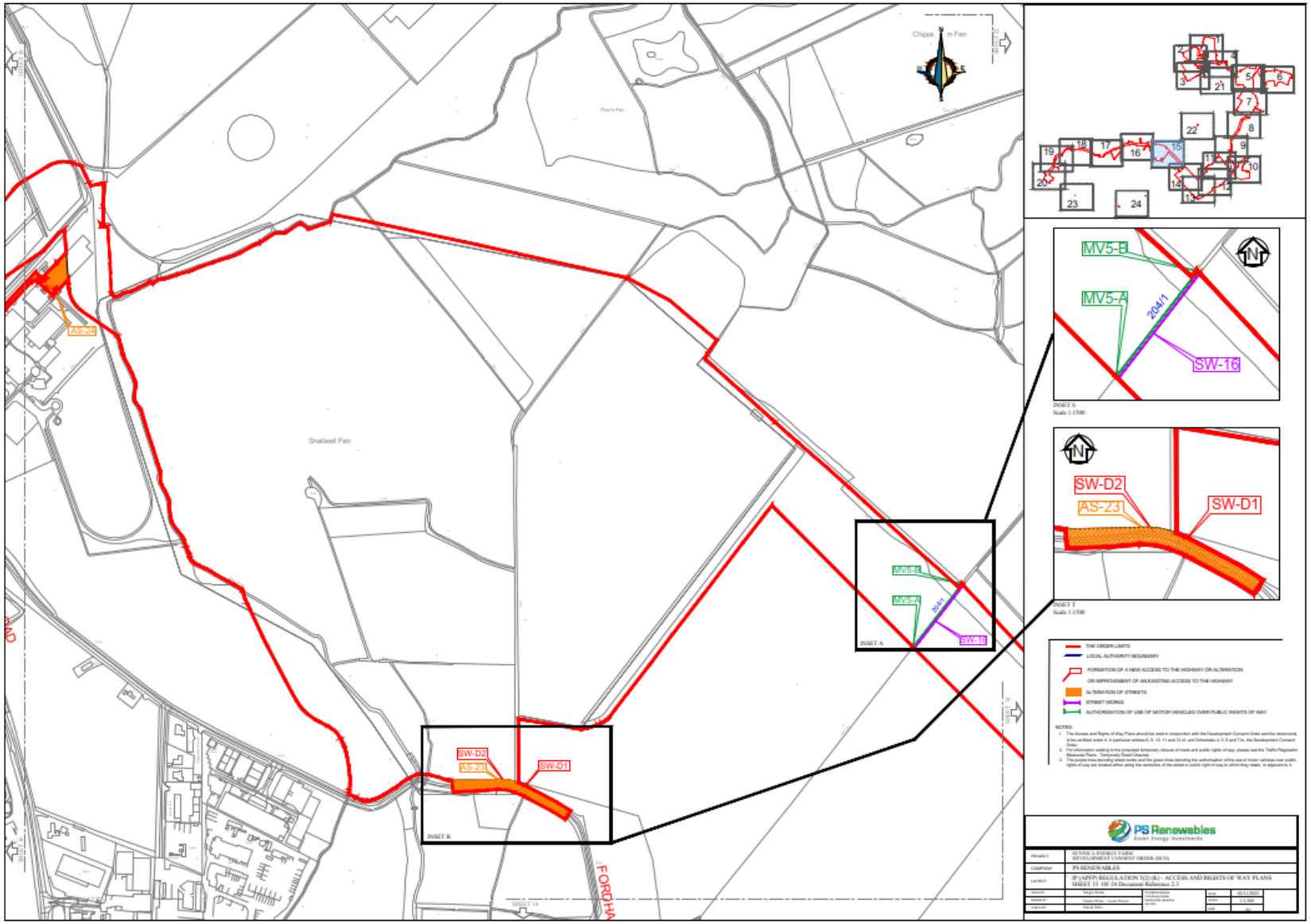


Figure 4-5: Sunnica West Site B – Before Access and Rights of Way Plans

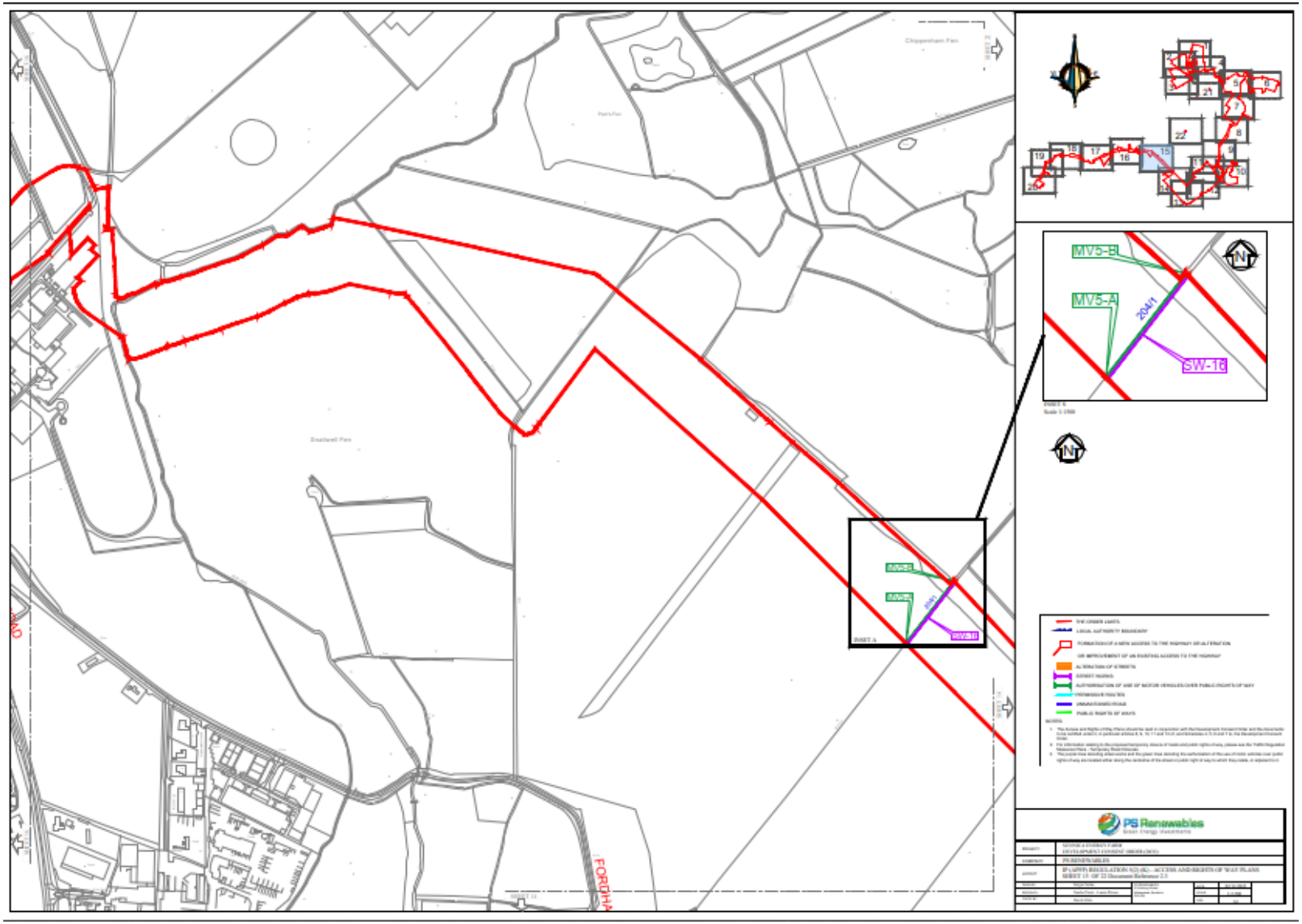


Figure 4-6: Sunnica West Site – After Access and Rights of Way Plans

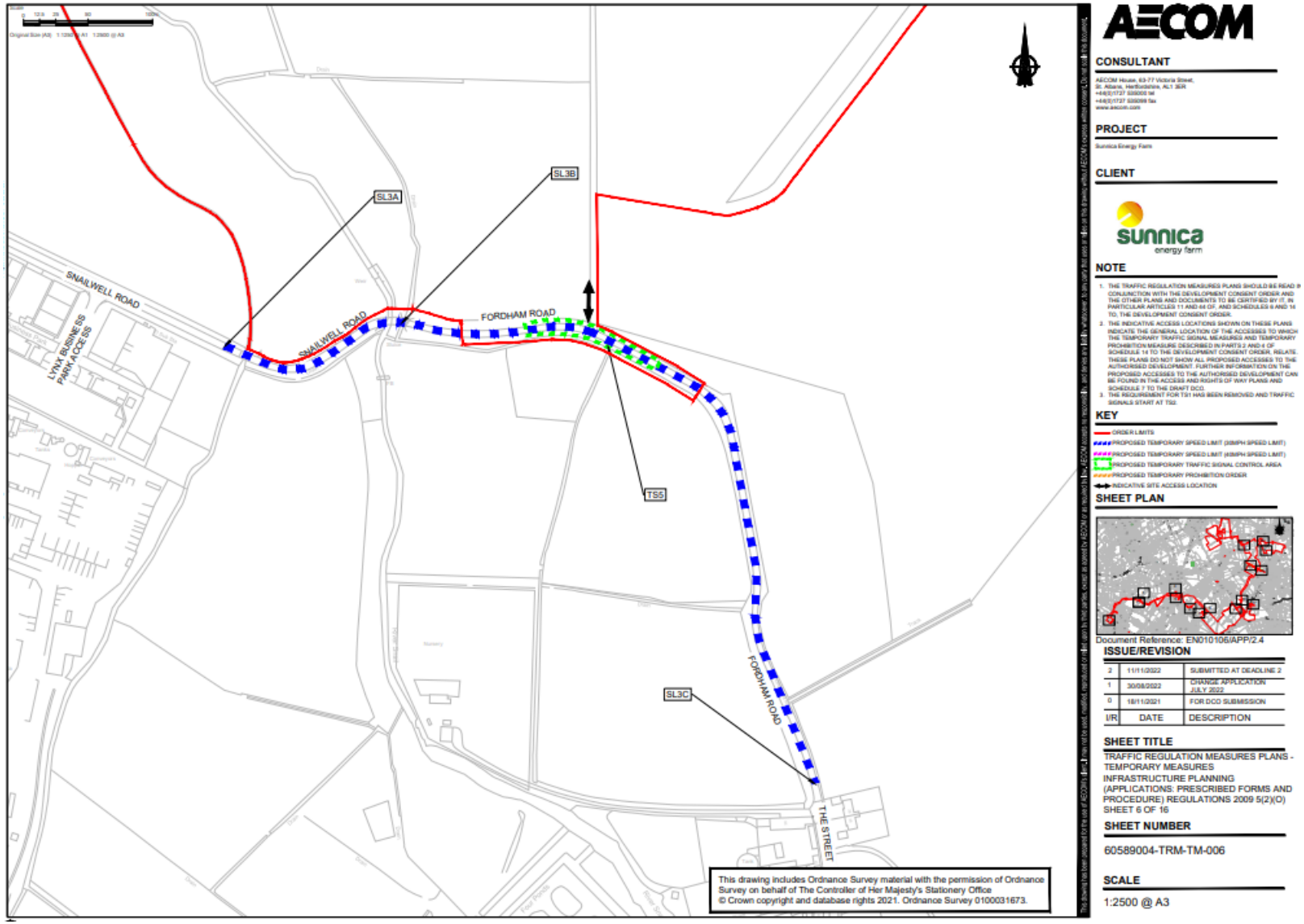


Figure 4-7: Sunnica West Site B – Before TRM – Temporary Measures Plans



Figure 4-8: Sunnica West Site – After Access and Rights of Way Plans

4.2 Summary of environmental appraisal

4.2.1 The proposed changes associated with Change 2 have been reviewed and assessed, as summarised in Table 4-1, to identify any likely significant effects that would be new or materially different from those presented in the Scheme ES **[APP-036 and APP-038 to APP-048]**.

Table 4-1: Likely Environmental Effects of Change 2

ES Chapter number	ES Chapter heading	Likely effect of the changes	Material change / non-material change / no change
4	Alternatives and Design Evolution	The proposed change does not affect the reasons for selecting Sunnica West Site A or Sunnica East Sites A and B, or the reasons for selecting the proposed technology. It also does not affect the need to connect the Scheme to Burwell National Grid Substation. The outcome of routing options for the grid connection route also would not have been affected by the change as a more southerly grid connection route from Sunnica West Site A to Burwell Nation Grid Substation than is proposed would be constrained by horseracing industry sites (in particular the Godolphin Stables and Gallops), the urban area of Newmarket, Snailwell Village and Snailwell Meadows SSSI.	No change
6	Climate Change	To maintain a similar generation capacity from a smaller land area as a result of the proposed change, the reduction in developable area will be mitigated through the adoption of 575W panels across the entire scheme such that the overall output would remain relatively unchanged (as outlined in Sunnica Ltd Deadline 3A Submission - 8.52 Update by the Applicant on Heritage Matters and Substation Connection **[REP3A-037]**). Therefore, there is not expected to be a material change to the carbon benefit of the Scheme as a result of the proposed change as the carbon benefit is relative to the level of electricity produced. GHG emissions during construction will be affected by the proposed change, including those associated with transportation, installation and embodied carbon in the materials. The smaller developable area as a result of the proposed change will result in a reduction in the number of panels which suggests few materials and less transportation and construction activity; but each panel will be slightly larger. Overall, the efficiency of the panels (energy generated per m^2 of panel) is greater for the 575W panels, which means there will be a reduction in materials required, transportation requirements and construction activities. Therefore, construction GHG emissions will reduce as a result of the proposed change, and the assessment presented in the ES therefore represents a conservative assessment. The proposed change will not have a material impact on the outcome of the GHG assessment, which would still be considered to be beneficial. The proposed change will not result in any changes to the climate change resilience review of the Scheme.	Non-material change
7	Cultural Heritage	Change 2 reduces the cumulative impact on the Snailwell Conservation Area which has its setting eroded by both Sunnica West Site A and B. The removal of Sunnica Site B will retain	Non-material change

ES Chapter number	ES Chapter heading	Likely effect of the changes	Material change / non-material change / no change
		more of this setting. Their remains an effect from Sunnica West Site A which will be minor adverse. Change 2 removes the impact upon the historic setting of the Scheduled Roman Villa to South west and Roman Settlement to the north of Sunnica West Site B and significantly reduces direct the impact on below ground archaeology within Sunnica West Site B to the cable route of Grid Connection B only.	
8	Ecology and Nature Conservation	Change 2 removes any residual concern (although not identified as impacts in the ES or subsequent Examination submissions) regarding: - disturbance of the Chippenham Fen and Snailwell Poor's Fen SSSI (part of the Fenland SAC) and Ramsar site, e.g. noise and dust, and - aquatic insects being lured by the polarising effect of the solar panel surfaces. The removal of West Site B includes the removal of the creation of grassland on the area including wet grassland. The implications of this loss will be taken into account in the recalculation of the biodiversity net gain (BNG), which is a separate consideration to EIA; as well as in updates to the LEMP	Non-material change
9	Flood Risk, Drainage and Water Resources	There is no change to the flood risk identified with the removal of Sunnica West B; flood risk has been determined as low from all forms of flood risk. Therefore, there are no changes to the material flood risk assessment of the scheme by removing Sunnica West Site B. The removal of Sunnica West B would not result in any new or materially different effects to surface water or groundwater resources to those presented in Chapter 9 of the ES **[APP-041]**. Potential impacts on the River Snail (including changes in baseflow) and groundwater (such as changes in flow, levels and any mobilisation of historic contamination) that may have occurred due to the construction and operation of the new solar array in this area would not occur. However, with the mitigation proposed (such as a 10 m buffer from watercourses, CEMP, drainage strategy and OEMP) the effects of these impacts were previously considered neutral. There would also not be the requirement to culvert a minor tributary of the River Snail to facilitate access to parcel W01.	No change
10	Landscape and Visual Amenity	Proposed Change 2 would avoid the significant landscape effects reported in relation to the Sunnica West Site B at the DCO site level reported in Chapter 10 of the ES **[APP-042]**. This change would also reduce the significant effects reported viewpoint 46 in construction to not significant. Arboriculture:	Non-material change

ES Chapter number	ES Chapter heading	Likely effect of the changes	Material change / non-material change / no change
		The removal of Sunnica West Site B will avoid the loss of part of one low quality hedge and part of one low quality tree group. It will also avoid any pruning requirement for one high quality veteran tree, one very low quality tree (Category U) and one low quality hedgerow to facilitate access. In addition no Root Protection Area (RPA) incursion for the proposed site access from Fordham Road will be required within the RPA of four high quality veteran trees, two moderate quality trees, one low quality tree and one tree group and one very low quality tree feature.	
11	Noise and Vibration	The removal of Sunnica West Site B will change construction noise effects, construction traffic noise and operational noise at R3 and R4. The effects identified in Chapter 11, Noise and Vibration of the Environmental Statement **[APP-043]** at R3 and R4 were Negligible to Minor Adverse for construction noise, Negligible for construction traffic noise and Negligible for operational noise. Noise effects from the Sunnica West Site B component of the Proposed Development were identified as not significant. The proposed removal of Sunnica West Site B will result in a reduction in construction and operational noise generating activities. The assessment of noise can be considered as worst-case and the identification of no significant effects is therefore unchanged.	Non-material change
12	Socio-Economics and Land Use	The proposed Change 2 (Removal of Sunnica West Site B) would result in a reduction in the level of work required to construct the scheme. Some staff who would otherwise be working on Sunnica West Site B may be redeployed to Sunnica West Site A, so it is recognised that there is unlikely to be a corresponding reduction in workforce numbers. As such there would be no change to the effect conclusion in respect of construction employment generated. Similarly employee output generated by the scheme during construction would remain the same and there would be no change to the effect conclusion in respect of gross value added. The proposed change would result in removal of the requirement for traffic management measures on Fordham Road and Snailwell Road. Although no effects on residential properties, business premises and community facilities were identified to result from impacts from traffic management measures, it is noted that the potential for any impacts on road journeys to occur would be reduced as a result of this change. The proposed change would result in the removal from the Sites of an area of Grade 3b land, and the only permanent pasture field within the Sites. Sunnica West Site B does not contain BMV land. Therefore, the effects of the proposed change 2 (Removal of Sunnica West Site B) will result in no change to effects assessed as part of Chapter 12 Socio-economics and Land Use Chapter of the ES **[APP-045]**.	No Change

ES Chapter number	ES Chapter heading	Likely effect of the changes	Material change / non-material change / no change
13	Transport and Access	Proposed Change 2 (Removal of Sunnica West Site B) removes the use of the Sunnica West Site B: Site Access D on Fordham Road, in both construction and operational phases. It also results in the removal of the need for HGV travel through Snailwell. The effects of the Proposed Change 2 (Removal of Sunnica West Site B) results in a reduction in the HGV and construction staff trip generation associated with the construction of the Scheme. This results in the removal of a peak of five daily HGVs travelling to/from Sunnica West Site B: Site Access D on Fordham Road and Snailwell Short Road during the construction period. The effects of the Proposed Change 2 (Removal of Sunnica West Site B) results in the removal of the temporary traffic management on Fordham Road and Snailwell Road which are associated with Sunnica West Site B on Fordham Road during the construction period. Cable Route Access M on Chippenham Road will continue to be used as a construction access for the Cable Route, as assessed in the Transport and Access Chapter of the ES **[APP-045]**. It is unlikely that Cable Route Access M will be required during operation, as this will only be required if there is a fault along the cable corridor. If this is the case, access will be facilitated using Temporary Traffic Management as per the construction phase, for such a limited period as required. Also, as a result of the removal of Sunnica West Site B there will be a reduction in the level of work required to construct the scheme, I.e. the total number of construction person days required to construct the scheme will reduce. This is likely to manifest as a reduction in the average and peak numbers of staff travelling to/from the Sunnica West construction car park throughout the construction phase. Some staff who would otherwise be working on Sunnica West Site B may be redeployed to Sunnica West Site A, so it is recognised that it is unlikely to be a pro-rata reduction in staff numbers. Any such redeployment would result in a reduction in the programme for completing construction of Sunnica West Site A, whilst remaining within the overall peak trip envelope assessed for Sunnica West. The Applicant proposes to retain the control mechanism of a cap in vehicle numbers for the main site accesses and the scheme as a whole, as established in 7.2.38 of the F-CTMP & TP **[REP3A-004]**. This further ensures that the peak level of vehicles assessed in the Transport and Access Chapter of the ES **[APP-045]** would not be exceeded in any event. Thus, the effect of Proposed Change 2 (Removal of Sunnica West Site B) will be a reduced level of impact below that already assessed in the Transport and Access Chapter of the ES **[APP-045]**.	Non-material change

ES Chapter number	ES Chapter heading	Likely effect of the changes	Material change / non-material change / no change
14	Air Quality	The proposed change is within the current red line boundary, and therefore the current dust risk assessment remains a worst case assessment of the potential construction phase dust impacts, and therefore the conclusions (of negligible impacts) remain the same.	No change
15	Human Health	The Proposed Change 2 (Removal of Sunnica West Site B) would not result in any change to the findings of Chapter 15: Human Health **[APP-047]** of the ES. This is based on the findings of the changes to likely environmental effects assessments of the same environmental topics that informed the Human Health chapter, namely Air Quality, Noise and Vibration, Landscape and Visual and Traffic and Transport which have each concluded no change or no material change. When taking their findings into account, the overall Human Health assessment conclusion would not change.	Non-material change
16	Other Environmental Topics	The removal of Sunnica West Site B will substantially reduce the developable area and remains within the parameters as assessed in Chapter 16: Other Environmental Topics **[APP-048]** of the ES. Therefore, there are no changes to the assessment of Glint and Glare, Ground Conditions, Telecommunications, Television Reception, Waste, Major Accidents and Disasters and Utilities during construction, operation or decommissioning.	No change

4.3 Schedule of persons with an interest in plots subject to the proposed change

Table 4-2: Change 2 Schedule of Persons with an interest in plots subject to the proposed change

Party Name	Plots in the vicinity of Change 2	Book of Reference Category
Anglian Water Services Limited	15-07	2 & 3
Barclays Security Trustee Limited	15-09, 15-11	2
Cambridgeshire County Council	15-07	1
Cara Rohays Stoney	15-07, 15-10, 15-12, 16-01	1
Daniel Turner	15-10, 15-11	1
David Norman Chastel De Boinville	15-06, 15-07, 15-08, 15-10, 15-12, 16-01	1, 2 & 3
David William Barclay	15-06, 15-07, 15-08, 15-10, 15-11, 15-12, 16-01	1, 2 & 3
Environment Agency	15-10, 15-12	1
Hugo Arthur Villeneuve Nicolle	15-07, 15-09	1
Mills & Reeve Trust Corporation Limited	15-06, 15-07, 15-08, 15-10, 15-11, 15-12, 16-01	1, 2 & 3
Moulton Manor Farm	15-06, 15-10, 15-11, 15-12, 16-01	1
Rebecca May Nicolle	15-06, 15-07, 15-09, 15-10, 15-11, 15-12, 16-01	1, 2 & 3
Robin David Barclay	15-07, 15-10, 15-12, 16-01	1
Roger John Turner	15-08, 15-09, 15-10, 15-11	1
South Staffordshire Water plc	15-10, 15-12	2 & 3
Swaffham Internal Drainage Board	15-07, 15-10, 15-12	2 & 3
Thomas Assheton	15-07, 15-09	1
Willa Anne Philippa Bailey	15-06	2 & 3

4.4 Schedule of consequential amendments to DCO application documents

Table 4-3: Change 2 Schedule of consequential amendments to application documents

Application document reference	PINS document reference	Application document name and (where relevant) sheet number	Current Version	Report Appendix where Changes Shown	Summary of Changes
Documents update and appended to Change Application					
EN010106/APP/4.3	REP4-007	Book of Reference (parts 1 to 5)	Rev 04	Appendix C	Plots 15-05, 15-12 and 16-01 have been amended and plots 15-06, 15-07, 15-08, 15-09, 15-10 and 15-11 removed in line with the Order Limits changes shown in the Land and Crown Land Plans.
EN010106/APP/4.3	REP4-010	Schedule of Changes to Book of Reference (parts 1 to 5)	Rev 04	Appendix D	Plots 15-05, 15-12 and 16-01 have been amended and plots 15-06, 15-07, 15-08, 15-09, 15-10 and 15-11 removed in line with the Order Limits changes shown in the Land and Crown Land Plans.
EN010106/APP/7.3	REP3A-032	Design Principles	00	Appendix E	The Design Principles have been updated and amended to incorporate the proposed design changes.
EN010106/APP/3.1	REP4-005	Draft Development Consent Order	Rev 03	Appendix F	Removals of Works 1D, 6D and 7D Changes to DCO Schedules to reflect changes to Plans listed below
EN010106/APP/2.2	REP2-005	Works Plans (Sheet 15	Rev 03	Appendix G	The Works Plans have been updated to remove Sunnica West Site B from the Order limits.
EN010106/APP/2.1	REP4-003	Land and Crown Land Plans (Sheet 15)	Rev 05	Appendix H	Sunnica West Site B has been removed from the Order Limits and replaced by a continuation of Grid Connection Route B. Acquisition powers for plots 15-05, 15-12 and 16-01 have also been changed from the

Application document reference	PINS document reference	Application document name and (where relevant) sheet number	Current Version	Report Appendix where Changes Shown	Summary of Changes
					acquisition of freehold and leasehold (pink) to the acquisition of new rights (blue). Plots 15-06, 15-07, 15-08, 15-09, 15-10 and 15-11 have been removed from the Order Limits.
EN010106/APP/2.2	REP3A-003	Access and Rights of Way Plans (Sheet 15)	Rev 04	Appendix I	The ARoW plans have been updated to remove AS-23, SW-D1 and SW-D2.
EN010106/APP/2.4	REP2-010 to REP2-011	Traffic Regulation Measures Plans - Temporary Measures (Sheet 6)	Rev 02	Appendix K	The plans have been updated to remove the requirement for temporary traffic measures along Fordham Road.
EN010106/APP/3.2	REP2-014	Explanatory Memorandum	Rev 02	Appendix L	Changes to reflect the revisions to the DCO.
Documents updated but not appended to Change Application					
EN010106/APP/4.4	REP4-013	Schedule of Negotiations and Powers Sought	Rev 05	N/A	The document has been updated and amended to reflect the design changes, discussions with stakeholders and Deadline 4 submissions.
EN010106/APP/6.2	REP3-009	Habitats Regulations Assessment	Rev 01	N/A	The document has been updated and amended to reflect the design changes, second written questions, discussions with stakeholders and Deadline 4 submissions.
EN010106/APP/6.2	REP3-011	Outline Landscape and Ecology Management Plan (OLEMP)	Rev 01	N/A	The document has been updated and amended to reflect the design changes, discussions with stakeholders and Deadline 4 submissions.
EN010106/APP/6.2	REP3A-004	Framework Construction Traffic Management Plan and Travel Plan	Rev 03	N/A	The document has been updated and amended to reflect the design changes,

Application document reference	PINS document reference	Application document name and (where relevant) sheet number	Current Version	Report Appendix where Changes Shown	Summary of Changes
					discussions with stakeholders and Deadline 4 submissions.
EN010106/APP/6.2	REP3-015	Framework Construction Environmental Management Plan (CEMP)	Rev 03	N/A	The document has been updated and amended to reflect the design changes, discussions with stakeholders and Deadline 4 submissions.
EN010106/APP/6.2	REP2-028	Framework Decommissioning Environmental Management Plan (DEMP)	Rev 01	N/A	The document has been updated and amended to reflect the design changes, discussions with stakeholders and Deadline 4 submissions.
EN010106/APP/6.2	REP2-030	Operational Environmental Management Plan (OEMP)	Rev 01	N/A	The document has been updated and amended to reflect the design changes, discussions with stakeholders and Deadline 4 submissions.
EN010106/APP/8.46	REP3-021	Arboricultural Impact Assessment Report	Rev 00	N/A	The document has been updated and amended to reflect the design changes, discussions with stakeholders and Deadline 4 submissions.
EN010106/APP/8.47	REP3-022	Environmental Masterplan	Rev 00	N/A	The document has been updated and amended to reflect the design changes, discussions with stakeholders and Deadline 4 submissions.
EN010106/APP/8.83	N/A – New Document	Drainage Strategy	N/A – New Document	N/A	The document has been updated and amended to reflect the design changes. As it will be certified by the DCO it is being submitted as a standalone document separate from the FRA.
EN010106/APP/8.82	N/A – New Document	FRA clarification document in light of	N/A – New Document	N/A	The document has been updated and amended to reflect the design changes. It is being submitted as a standalone document to

Application document reference	PINS document reference	Application document name and (where relevant) sheet number	Current Version	Report Appendix where Changes Shown	Summary of Changes
		proposed Scheme changes			allow it to be easily added to the definition of the FRA in the DCO if the changes are accepted.

5 Proposed Change 3: Inclusion of additional archaeological offset areas

5.1 Description of the change

5.1.1 As described in Chapter 2 above, the crash crater for the B-50 Bomber is proposed to be excluded from the developable areas within E05. The exclusion zone will cover a 50 X 50m (0.25 ha) rectangular area over the crater.

5.1.2 Within W04 an area of approximately 2.4 ha is proposed to be removed from the developable area to preserve in situ the archaeological features identified within the geophysical survey at this location. Grid Connection Route B will still need to traverse along the northern boundary of W04 to the north of the additional area of protection.

5.1.3 No changes have been made to the Land and Crown Land Plans for Change 3.

5.1.4 This change is shown on the ‘before’ and ‘after’ extracts of Sheet 2 and Sheet 13 of the Works Plans below and appended to this report.

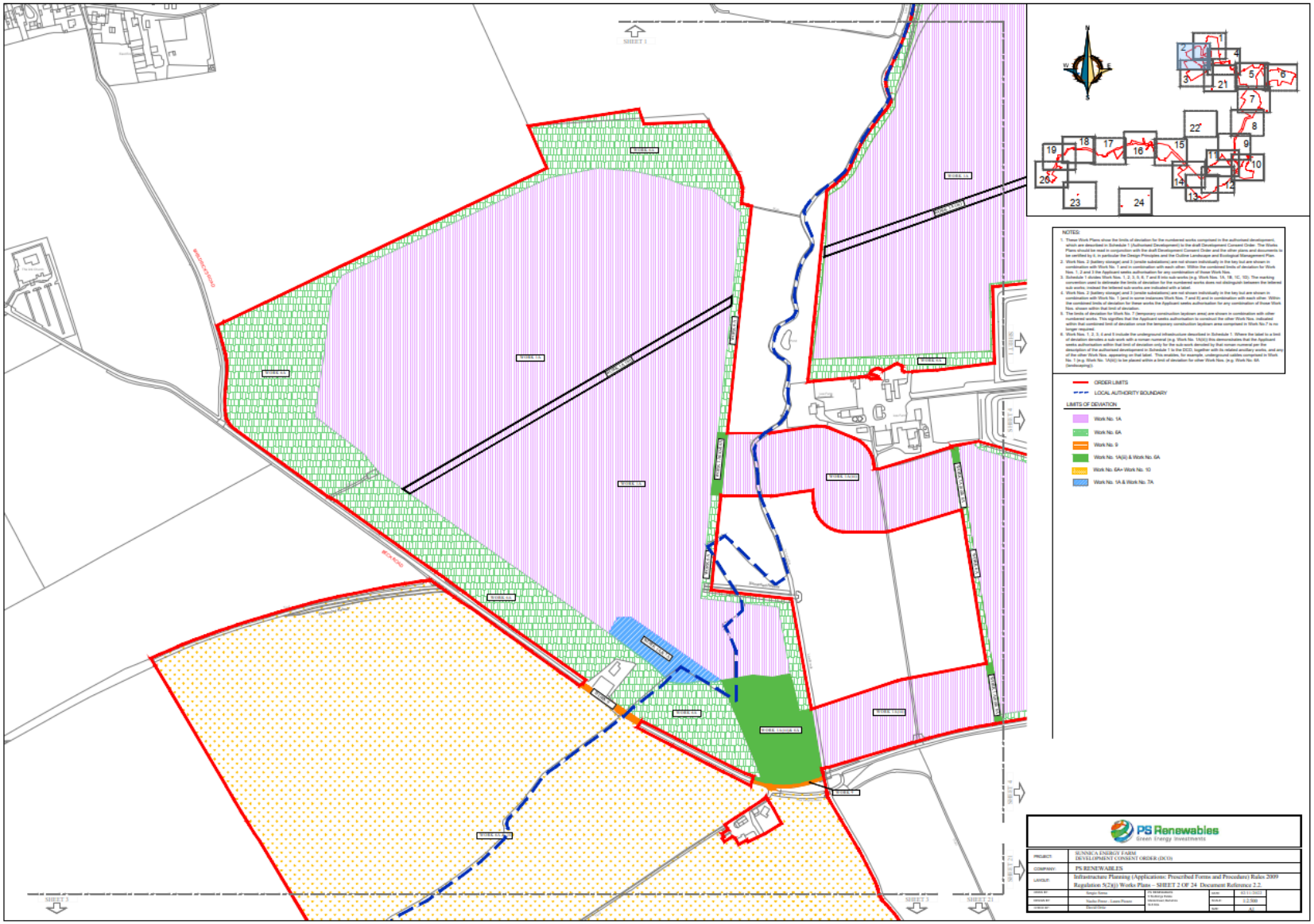


Figure 5-1: E05 Sunnica East Site A, B50 Bomber Site – Before Works Plans

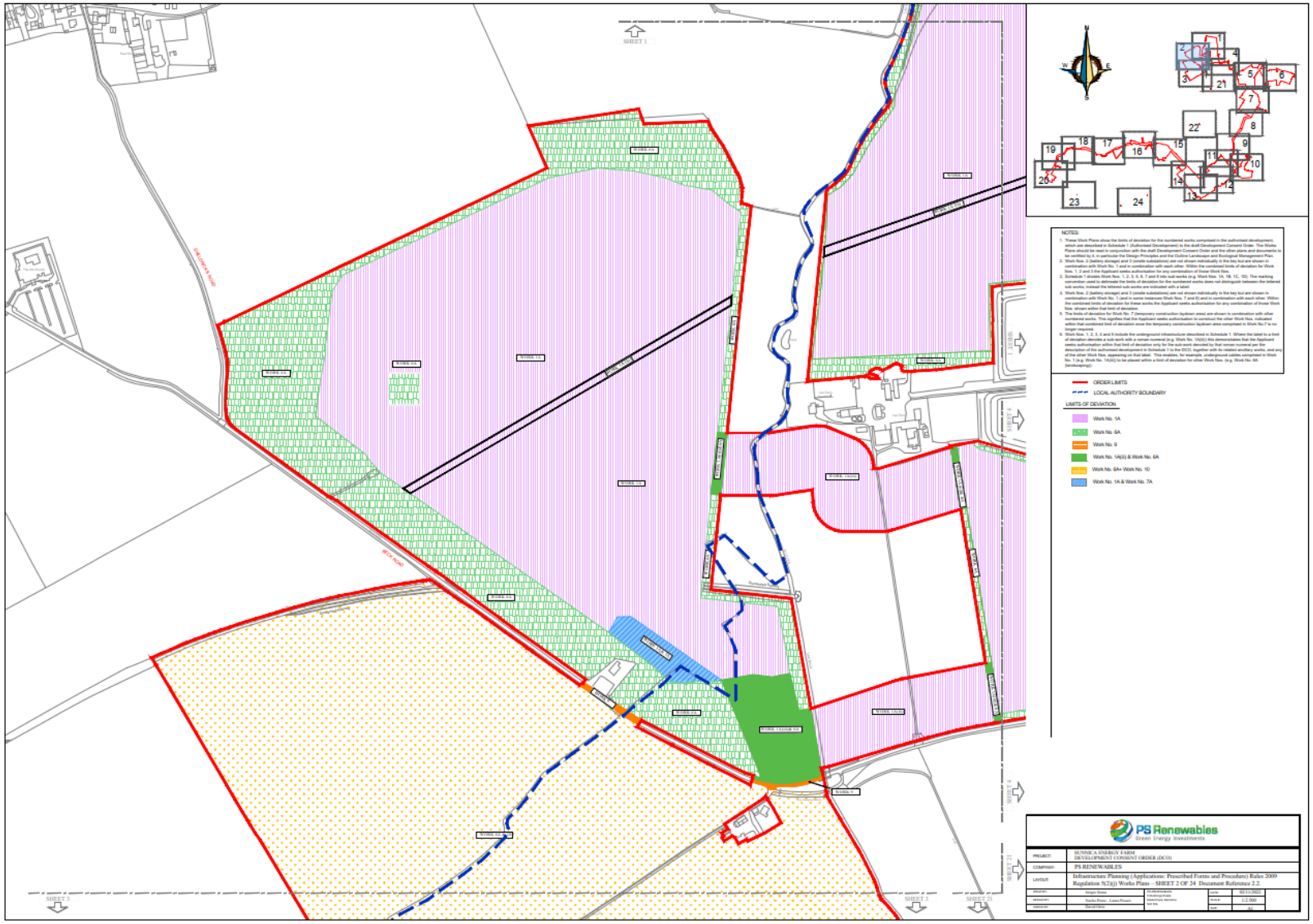


Figure 5-2: E05 Sunnica East Site A, B50 Bomber Site – After Works Plans

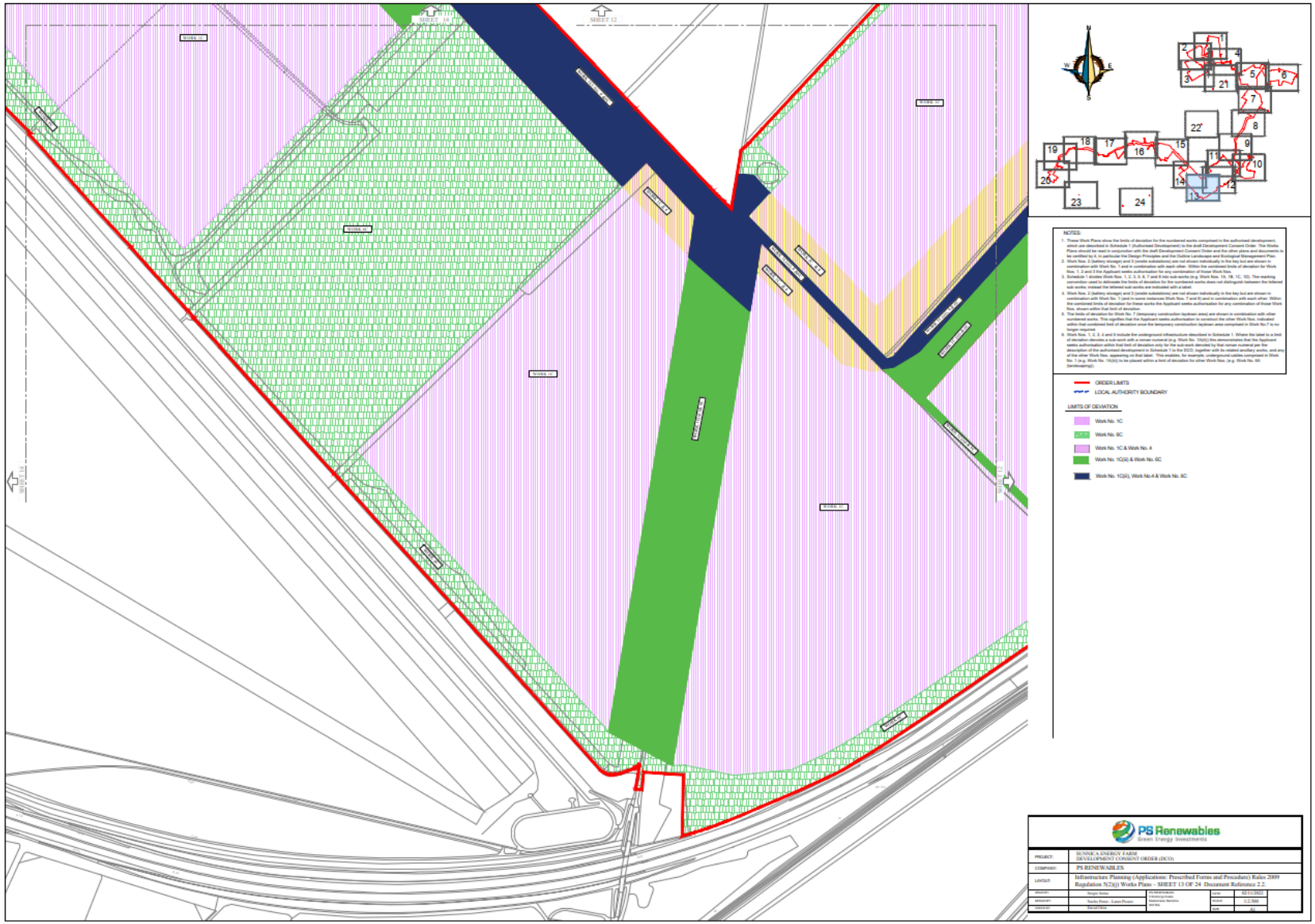


Figure 5-3: W04 Sunnica West Site A, Archaeological Offset area – Before Works Plans

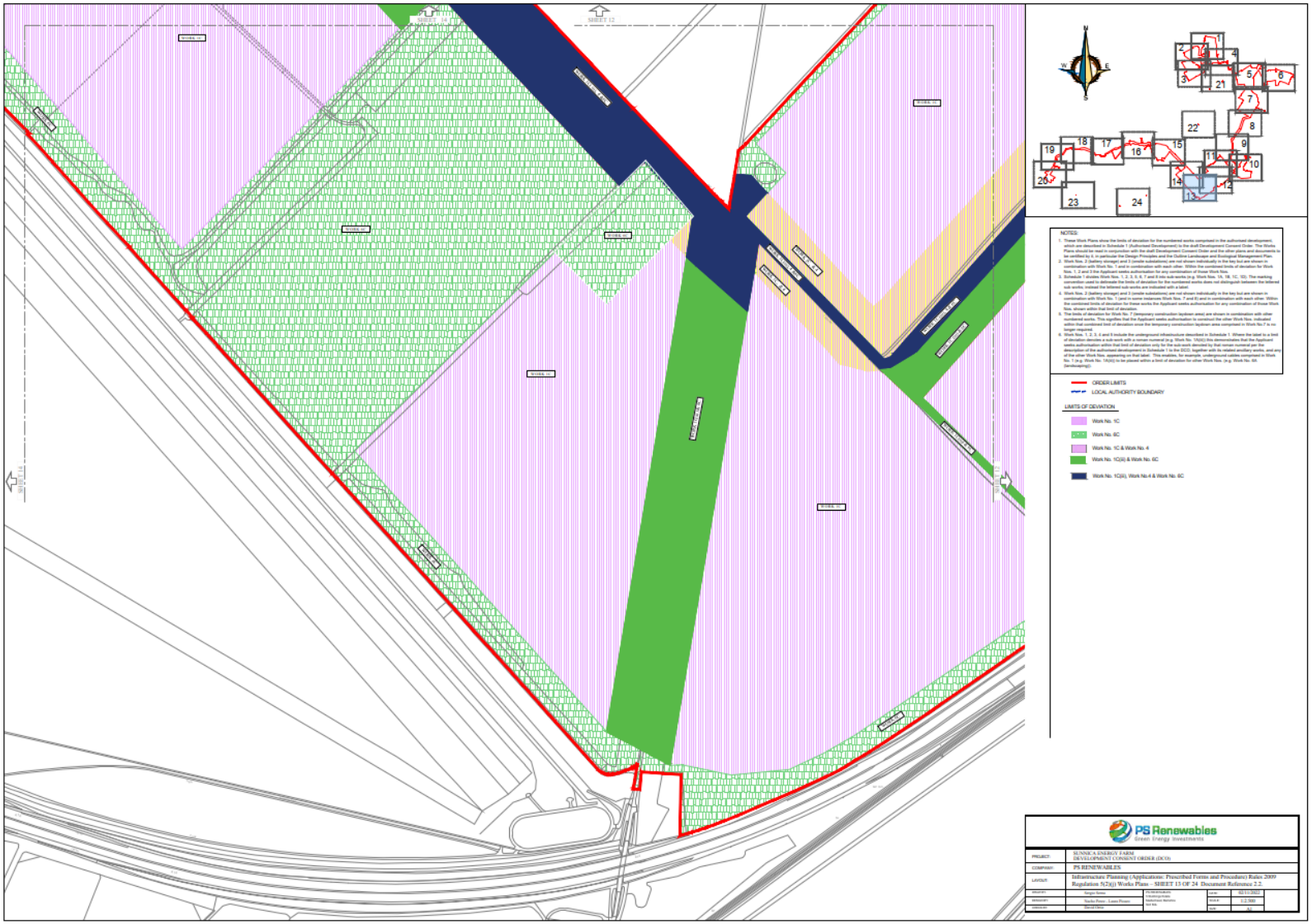


Figure 5-4: W04 Sunnica West Site A, Archaeological Offset area – After Works Plans

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5.2 Summary of environmental appraisal

5.2.1 The proposed changes associated with Change 3 have been reviewed and assessed, as summarised in Table 5-1, to identify any likely significant effects that would be new or materially different from those presented in the Scheme ES **[APP-036 and APP-038 to APP-048]**.

Table 5-1: Likely Environmental Effects of Change 3

ES Chapter number	ES Chapter heading	Likely effect of the changes	Material change / non-material change / no change
4	Alternatives and Design Evolution	The proposed change does not affect the point of connection to the national grid, the reasons for selecting the site, or the reasons for selecting the proposed technology.	No change
6	Climate Change	To maintain a similar generation capacity from a smaller land area as a result of the proposed change, the reduction in developable area will be mitigated through the adoption of 575W panels across the entire scheme such that the overall output would remain relatively unchanged (as outlined in Sunnica Ltd Deadline 3A Submission - 8.52 Update by the Applicant on Heritage Matters and Substation Connection [REP3A-037]). Therefore, there is not expected to be a material change to the carbon benefit of the Scheme as a result of the proposed change as the carbon benefit is relative to the level of electricity produced. GHG emissions during construction will be affected by the proposed change, including those associated with transportation, installation and embodied carbon in the materials. The smaller developable area as a result of the proposed change will result in a reduction in the number of panels which suggests few materials and less transportation and construction activity; but each panel will be slightly larger. Overall, the efficiency of the panels (energy generated per m2 of panel) is greater for the 575W panels, which means there will be a reduction in materials required, transportation requirements and construction activities. Therefore, construction GHG emissions will reduce as a result of the proposed change, and the assessment presented in the ES therefore represents a conservative assessment. The proposed change will not have a material impact on the outcome of the GHG assessment as the developable area lost is minimal in the context of the overall Scheme. The proposed change will not result in any changes to the climate change resilience review of the Scheme.	Non-material change
7	Cultural Heritage	Changes 3 removes the impact upon below ground archaeological remains at the crash site in E05 (not identified in the ES Chapter 7 **[APP-039]**) and an area of archaeological anomalies indicative of probable Roman settlement within W04. This removes the moderate adverse significance of effect (Significant Effect) for the probable Roman settlement in W04 identified in the ES Chapter 7 (**APP-039 7.7.97**).	Non-material change
8	Ecology and Nature Conservation	The archaeological offset areas are compatible with realising biodiversity gain. These contributions will be taken into account in the recalculation of the biodiversity net gain (BNG) and the updates to the LEMP.	Non-material change

ES Chapter number	ES Chapter heading	Likely effect of the changes	Material change / non-material change / no change
9	Flood Risk, Drainage and Water Resources	There will be a minimal reduction in flow runoff pathways with this area left without PV panels. It is considered that the impact compared to the overall drainage runoff in E05 is negligible for attenuation features. Therefore it is considered that there will be No Change. The removal of this area from the developable area would not result in any new or materially different effects to surface water or groundwater receptors to those reported in the ES **[APP-042]**.	No change
10	Landscape and Visual Amenity	Proposed Change 3 would not alter the landscape and visual effects reported in Chapter 10 of the ES **[APP-042]**.	No change
11	Noise and Vibration	Chapter 11, Noise and Vibration of the Environmental Statement **[APP-043]** did not identify any significant effects at receptors near W04. As the reduction in area will result in a subsequent reduction in noise generating aspects of the Scheme, the assessment of noise can be considered as worst-case and the identification of no significant effects is unchanged.	No change
12	Socio-Economics and Land Use	The proposed Change 3 (Inclusion of additional archaeological offset areas) would result in no change to the assessed impact on Soils, Agricultural Land and Farming Circumstances. These additional offset areas will remain within the boundary of the solar farm, with no change in agricultural land quality and the same prolonged fallow period as before imposition of the offset area. Therefore, the effects of the proposed Change 3 (inclusion of additional archaeological offset areas) will result in no change to effects assessed as part of Chapter 12 Socio-economics and Land Use Chapter of the ES **[APP-045]**.	No Change
13	Transport and Access	The proposed change will have no implications from a transport perspective as it will not affect the level of traffic generated, access points used, or any other transport characteristics of the scheme.	No change
14	Air Quality	The proposed change is within the current red line boundary, and therefore the current dust risk assessment remains a worst case assessment of the potential construction phase dust impacts, and therefore the conclusions remain the same.	No change
15	Human Health	The proposed Change 3 (Inclusion of additional archaeological offset areas) would not result in any change to the findings of Chapter 15: Human Health **[APP-047]** of the ES. This is based on the findings of the changes to likely environmental effects assessments of the same environmental topics that informed the Human Health chapter, namely Air Quality, Noise and Vibration, Landscape and Visual and Traffic and Transport which have each concluded no	No change

ES Chapter number	ES Chapter heading	Likely effect of the changes	Material change / non-material change / no change
		change. When taking their findings into account, the overall Human Health assessment conclusion would not change.	
16	Other Environmental Topics	The inclusion of additional archaeological offset areas will reduce the developable area and remains within the parameters as assessed in Chapter 16: Other Environmental Topics **[APP-048]** of the ES. Therefore, there are no changes to the assessment of Glint and Glare, Ground Conditions, Telecommunications, Television Reception, Waste, Major Accidents and Disasters and Utilities during construction, operation or decommissioning.	No change

5.3 Schedule of persons with an interest in plots subject to the proposed change

Table 5-2: Change 3 Schedule of Persons with an interest in plots subject to the proposed change

Party Name	Plots in the vicinity of Change 3	Book of Reference Category
Anglian Water Services Limited	2-02, 13-02, 13-03	2 & 3
Arat Investments Limited	13-02, 13-03, 14-01, 14-02	2 & 3
Collmart Growers Limited	2-02	1
Daniel Turner	13-03, 14-02	1
David Norman Chastel De Boinville	13-02, 13-03, 14-01, 14-02	1
David William Barclay	13-02, 13-03, 14-01, 14-02	1
Eastern Power Networks plc	13-02	2 & 3
James Edward Waters	2-02	1
James Waters Property and Investments Limited	2-02	2 & 3
Jonathan Robert Waters	2-02	1
Lloyds Bank plc	2-02	2
Mills & Reeve Trust Corporation Limited	13-02, 13-03, 14-01, 14-02	1
Moulton Manor Farm	13-02, 13-03, 14-01, 14-02	1
Newbury Pigs Limited	2-02	1
Rebecca May Nicolle	13-02, 13-03, 14-01, 14-02	1
Roger John Turner	13-03, 14-02	1
W E & D M Smith	2-02	1

5.5 Schedule of consequential amendments to DCO application documents

Table 5-3: Change 3 Schedule of consequential amendments to application documents

Application document reference	PINS document reference	Application document name and (where relevant) sheet number	Current Version	Report Appendix where Changes Shown	Summary of Changes
EN010106/APP/2.2	REP2-005	Works Plans (Sheets 2 and 13)	Rev 03	Appendix G	The Works Plans have been updated to show reflect the areas that will not now be developed. In respect of the Bomber Crash site, this shows the 50 x 50m exclusion area, as that is the 'change' proposed. As discussed at the Hearings, any further exclusion is dependent on the JCCC licensing process and the proposed DCO requirement (a draft of which was included in the Applicant's Deadline 3A submission on this matter), and so does not form part of the 'change'. The Applicant will update the DCO to provide for the proposed Requirement if this Change is accepted with the next full iteration of the DCO. This will also reflect discussions with the relevant interested parties.
Documents update but not appended to Change Application					
EN010106/APP/6.2	REP3-011	Outline Landscape and Ecology Management Plan (OLEMP)	Rev 01	N/A	The document has been updated and amended to reflect the design changes, discussions with stakeholders and Deadline 4 submissions.
EN010106/APP/8.47	REP3-022	Environmental Masterplan	Rev 00	N/A	The document has been updated and amended to reflect the design changes, discussions with stakeholders and Deadline 4 submissions.
EN010106/APP/8.82	N/A – New Document	Drainage Strategy	N/A – New Document	N/A	The document has been updated and amended to reflect the design changes,

Application document reference	PINS document reference	Application document name and (where relevant) sheet number	Current Version	Report Appendix where Changes Shown	Summary of Changes
					discussions with stakeholders and Deadline 4 submissions.
EN010106/APP/8.82	N/A – New Document	FRA clarification document in light of proposed Scheme changes	N/A – New Document	N/A	The document has been updated and amended to reflect the design changes, discussions with stakeholders and Deadline 4 submissions.

6 Proposed Change 4: Removal of Cable Route Access L and use of Campus Access Road

6.1 Description of the change

6.1.1 As described in Chapter 2 above, due to on-going negotiations with HPUT and its tenants Cable Route Access L, the Campus Access Road to HPUT's premises, has been removed from the Scheme. Access to the HPUT area will be gained through Cable Route Access K on Newmarket Road. This change does not have any impact on the constructability of the Scheme.

6.1.2 This change is shown on the 'before' and 'after' extracts of Sheet 16 of the Land and Crown Plans, Works Plans and Access and Rights of Way Plans below and appended to this report.

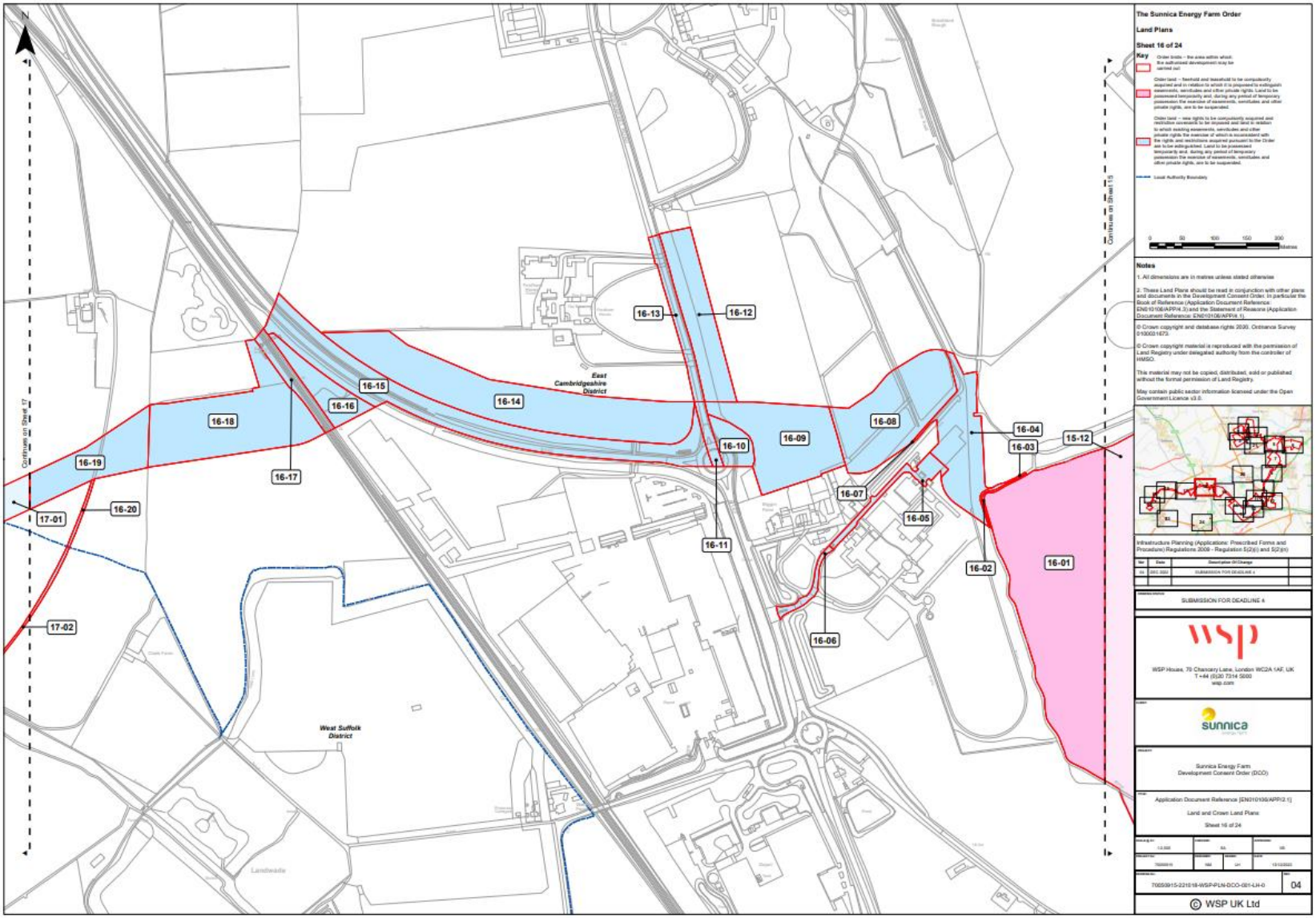


Figure 6-1: Cable Route Access L – Before Land and Crown Land Plans

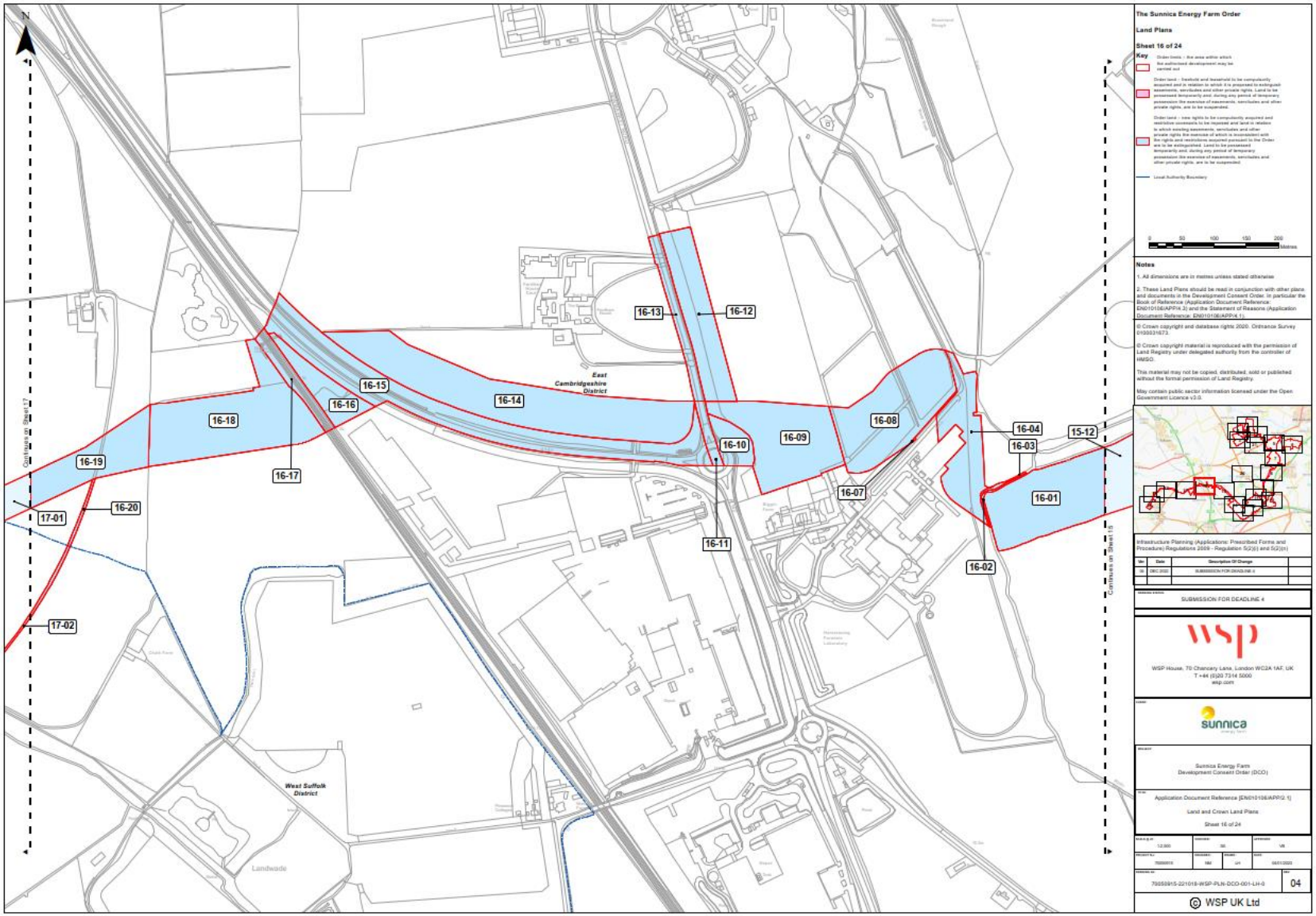


Figure 6-2: Cable Route Access L – After Land and Crown Land Plans

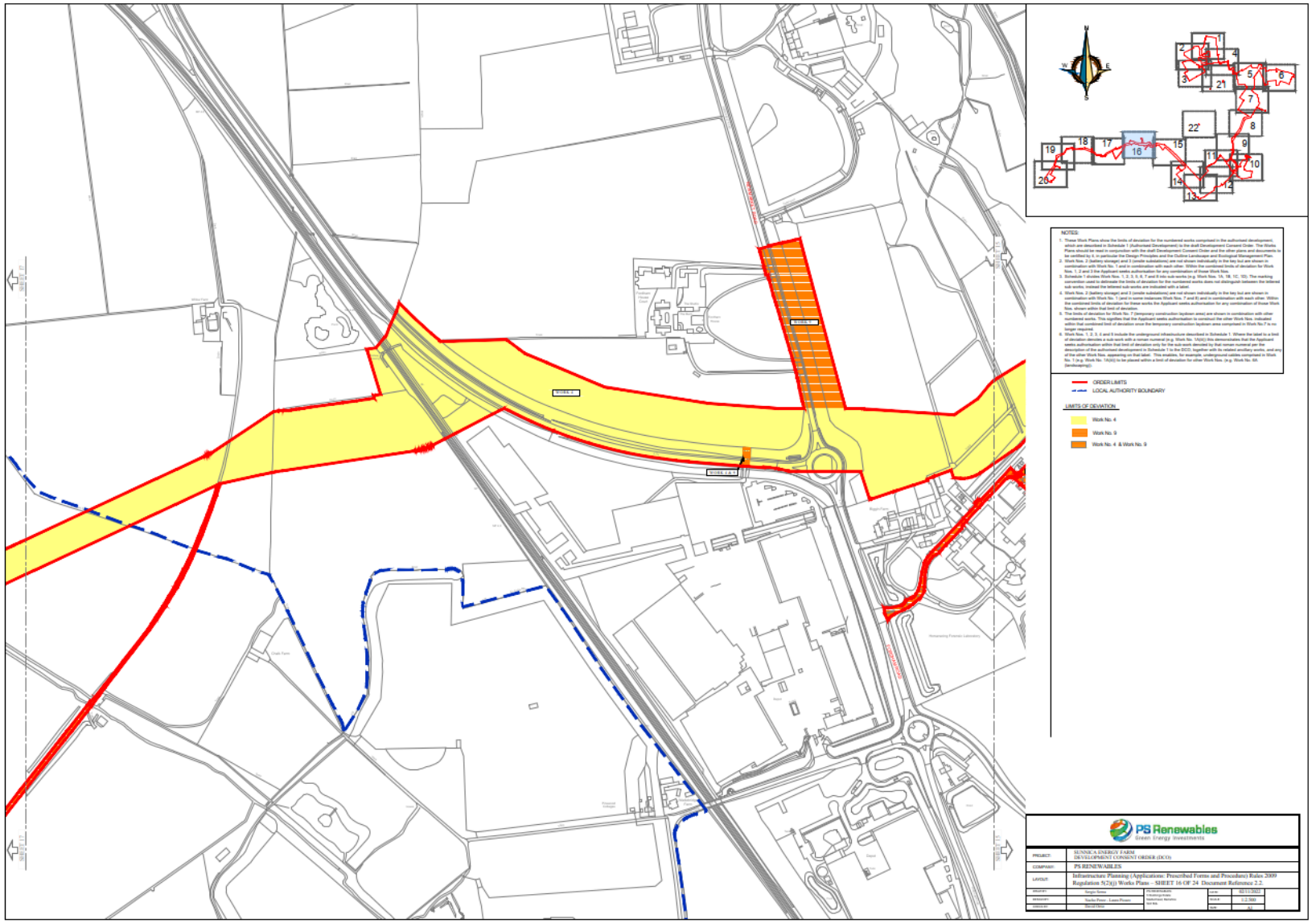


Figure 6-3: Cable Route Access L – Before Works Plans

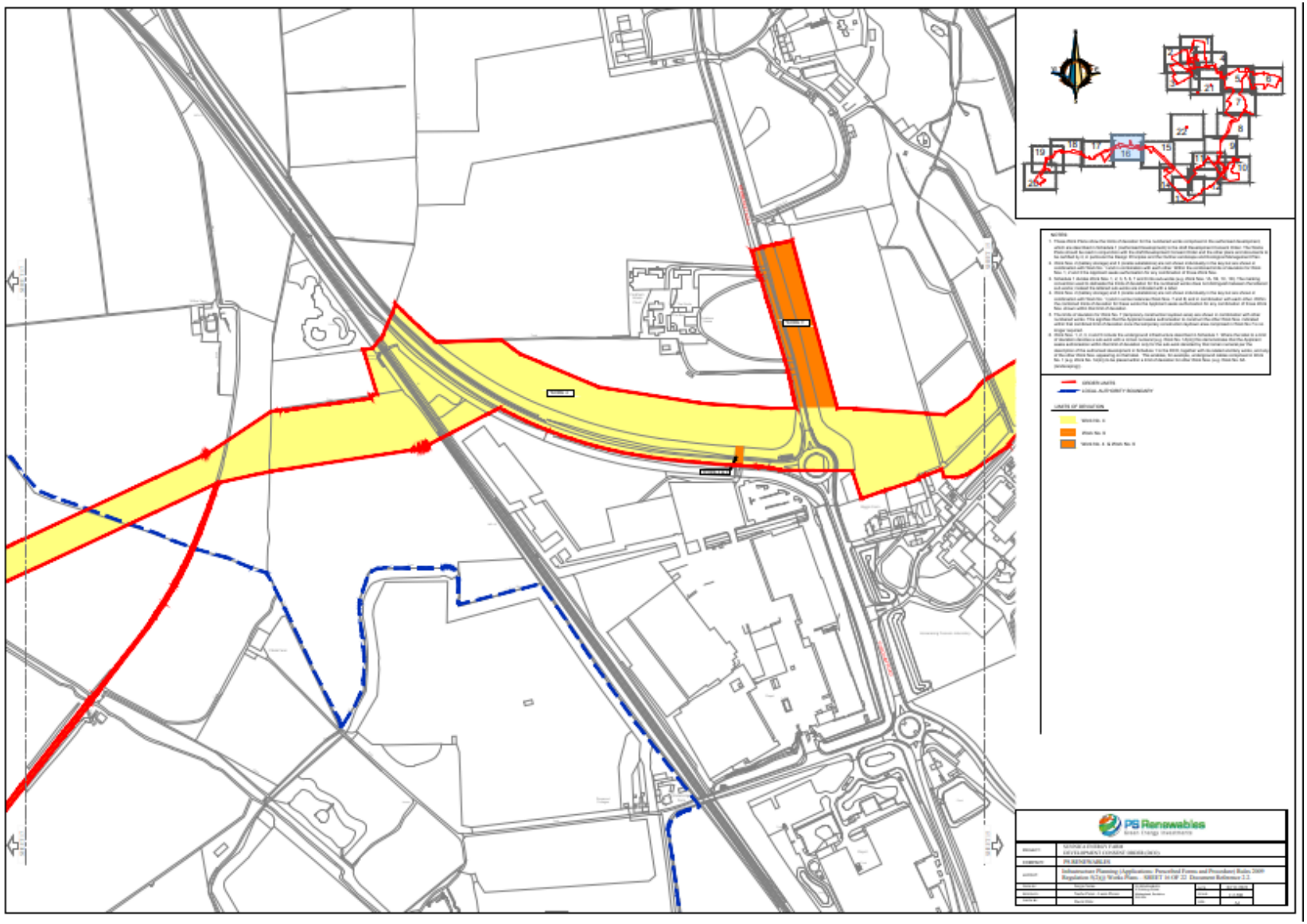


Figure 6-4: Cable Route Access L – After Works Plans

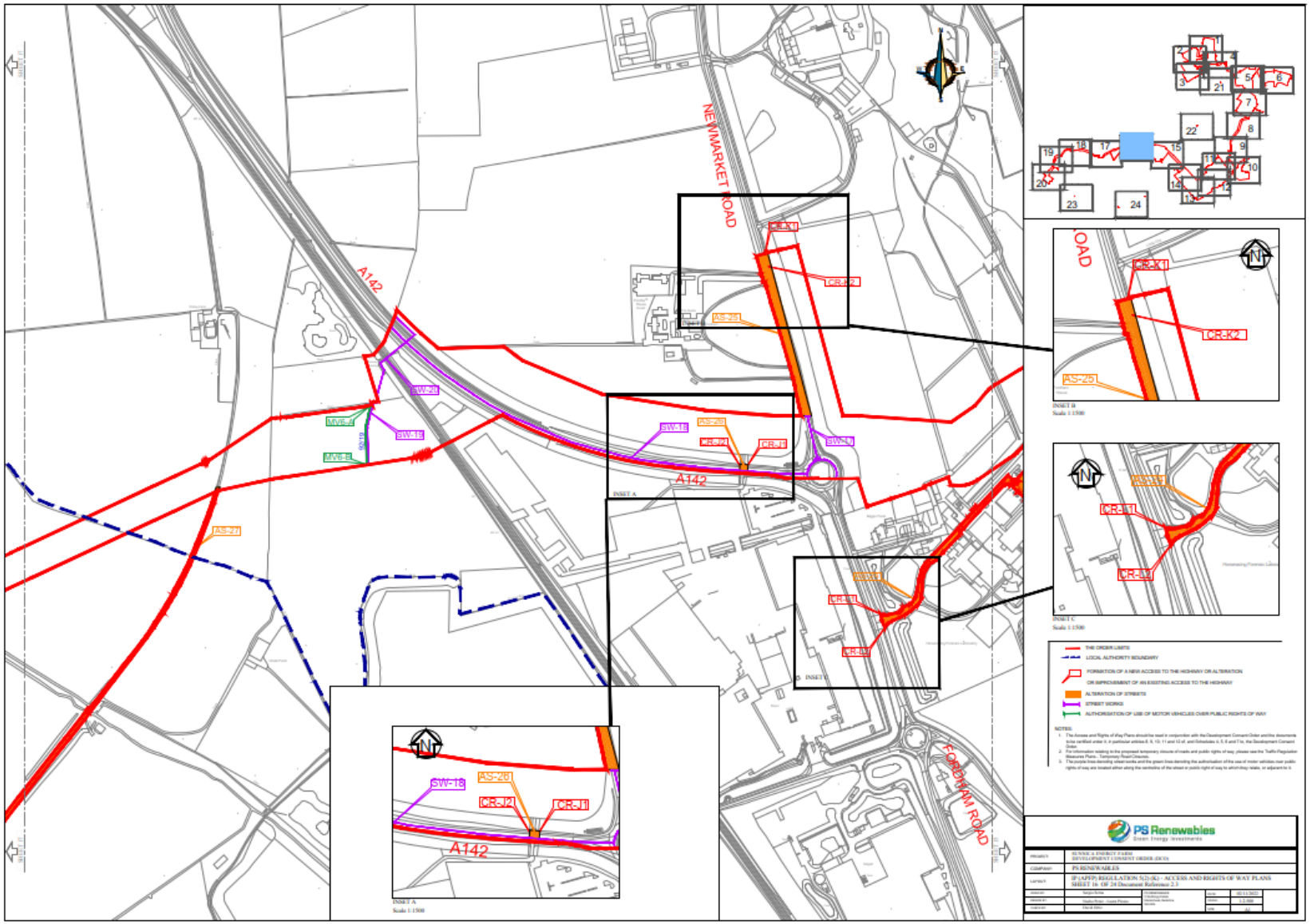


Figure 6-5: Cable Route Access L – Before Access and Rights of Way Plans

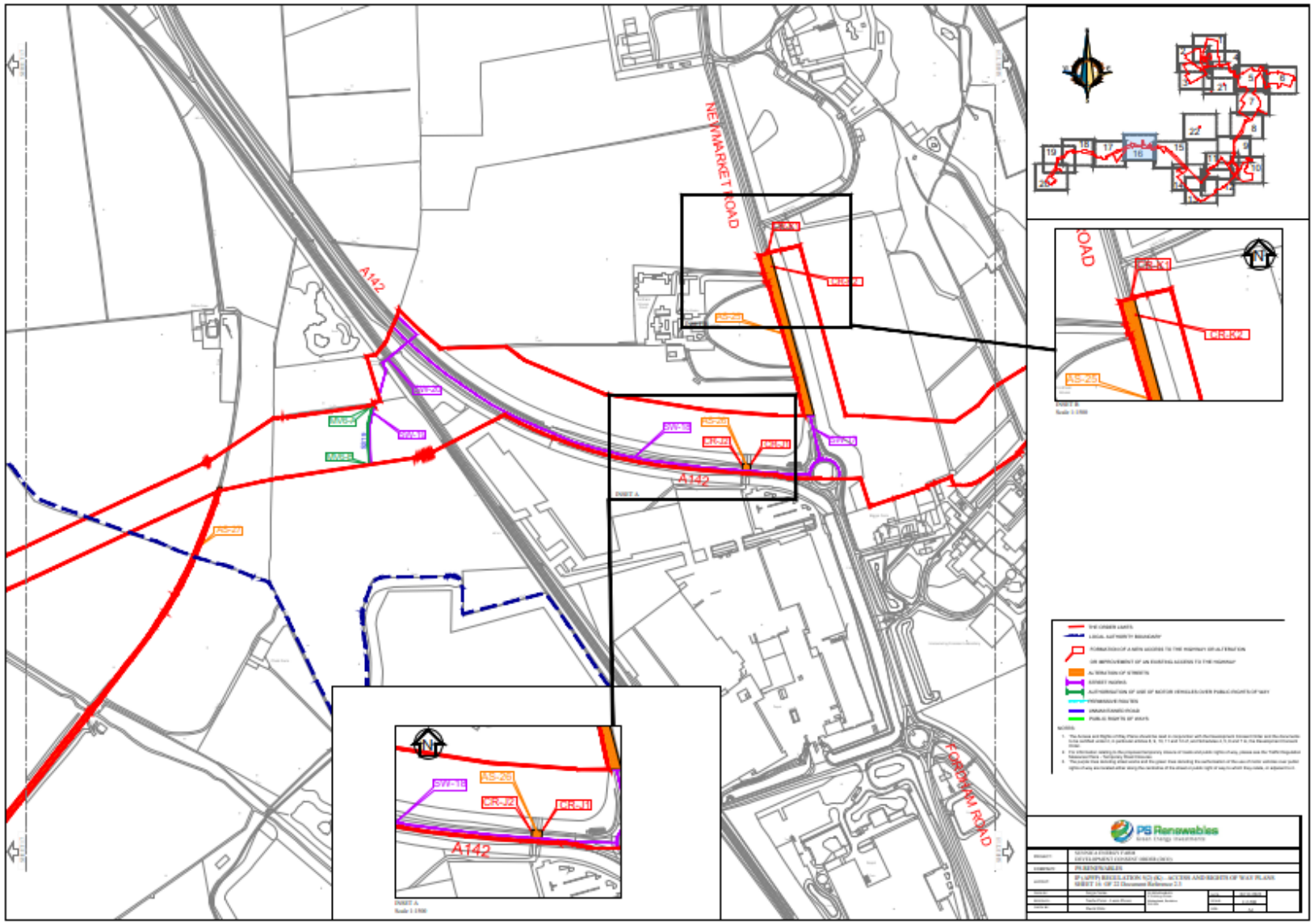


Figure 6-6: Cable Route Access L – After Access and Rights of Way Plans

6.2 Summary of environmental appraisal

6.2.1 As outlined in Chapter 2, Change 4 is considered to be a localised change to the Application to remove plots at the request of a landowner. As such, whilst the change will mean that the noise and vibration and traffic impact concerns raises by HPUT will now be removed, it is considered clear that this localised change will not lead to any changes to the results of the Environmental Statement or HRA, such that a topic by topic appraisal is not required.

6.3 Schedule of engagement with relevant affect person/interested parties in relation to the proposed change

Table 6-1: Change 4 Schedule of Persons with an interest in plots subject to the proposed change

Party Name	Plots in the vicinity of Change 4	Book of Reference Category
Anglian Water Services Limited	16-04, 16-05	2 & 3
BT Group plc	16-04, 16-05, 16-06	2 & 3
Cadent Gas Limited	16-05	2 & 3
Drug Development Solutions Limited	16-04, 16-05, 16-06	2 & 3
Elisabeth Adrienne Sidebottom	16-04, 16-06	2 & 3
Harry Sidebottom	16-04, 16-06	2 & 3
HPUT A Limited	16-04, 16-05, 16-06	1
HPUT B Limited	16-04, 16-05, 16-06	1
LGC Bioresearch Limited	16-04, 16-05, 16-06	2 & 3
LGC Limited	16-04, 16-05, 16-06	2 & 3
National Grid Gas plc	16-04, 16-06	2 & 3
Openreach Limited	16-04, 16-05, 16-06	2 & 3
South Staffordshire Water plc	16-06	2 & 3
Swaffham Internal Drainage Board	16-04	2 & 3
The Occupier	16-04, 16-05, 16-06	1

6.4 Schedule of consequential amendments to DCO application documents

Table 6-2: Change 4 Schedule of consequential amendments to application documents

Application document reference	PINS document reference	Application document name and (where relevant) sheet number	Current Version	Report Appendix where Changes Shown	Summary of Changes
Documents update and appended to Change Application					
EN010106/APP/4.3	REP4-007	Book of Reference (parts 1 to 5)	Rev 04	Appendix C	Plot 16-04 has been amended and plots 16-05 and 16-06 have been removed in line with the Order Limits changes shown in the Land and Crown Land Plans.
EN010106/APP/4.3	REP4-010	Schedule of Changes to Book of Reference (parts 1 to 5)	Rev 04	Appendix D	Plot 16-04 has been amended and plots 16-05 and 16-06 have been removed in line with the Order Limits changes shown in the Land and Crown Land Plans.
EN010106/APP/7.3	REP3A-032	Design Principles	00	Appendix E	The Design Principles have been updated and amended to incorporate the proposed design changes.
EN010106/APP/3.1	REP4-005	Draft Development Consent Order	Rev 03	Appendix F	Changes to DCO Schedules to reflect changes to Plans listed below
EN010106/APP/2.2	REP2-005	Works Plans (Sheet 16)	Rev 03	Appendix G	The Works Plans have been updated to remove Cable Route Access X from the Order limits.
EN010106/APP/2.1	REP4-003	Land and Crown Land Plans (Sheet 16)	Rev 04	Appendix H	Plots 16-05 and 16-06 have been removed from the Order Limits and plot 16-04 has been amended.
EN010106/APP/2.2	REP3A-003	Access and Rights of Way Plans (Sheet 16)	Rev 04	Appendix I	The Access and Rights of Way Plans have been updated to remove CR-L1 and CR-L2 and AS-24 from the Order limits.
EN010106/APP/3.2	REP2-014	Explanatory Memorandum	Rev 02	Appendix L	Updated to account for changes to the DCO.
Documents updated but not appended to Change Application					

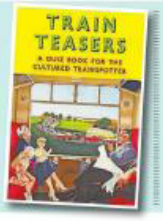
Application document reference	PINS document reference	Application document name and (where relevant) sheet number	Current Version	Report Appendix where Changes Shown	Summary of Changes
EN010106/APP/4.4	REP4-013	Schedule of Negotiations and Powers Sought	Rev 05	N/A	The document has been updated to reflect this change.
EN010106/APP/6.2	REP3A-004	Framework Construction Traffic Management Plan and Travel Plan	Rev 03	N/A	The document has been updated and amended to reflect the design changes, discussions with stakeholders and Deadline 4 submissions.
EN010106/APP/8.47	REP3-022	Environmental Masterplan	Rev 00	N/A	The document has been updated and amended to reflect the design changes, discussions with stakeholders and Deadline 4 submissions.
EN010106/APP/8.83	N/A – New Document	Drainage Strategy	N/A – New Document	N/A	The document has been updated and amended to reflect the design changes, discussions with stakeholders and Deadline 4 submissions.
EN010106/APP/8.82	N/A – New Document	FRA clarification document in light of proposed Scheme changes	N/A – New Document	N/A	The document has been updated and amended to reflect the design changes, discussions with stakeholders and Deadline 4 submissions.

Appendices

Appendix A Copy of Published Notices

ELY STANDARD
Incorporating Soham
[redacted] ELY STANDARD – AT THE HEART OF THE COMMUNITY Thursday, December 15, 2022 £1.10

20% off Gifts for the family including Train Teasers by Andrew Martin
Page 16



Pupils celebrat[redacted] award win
Page 9

Check out the warm hubs
Page 5

Christmas lunch and a warm welcome

People in Ely and the surrounding area who will be on their own or struggling this Christmas are being offered a meal, thanks to Ely Community Lunches.

Meals will be served at The Lighthouse Church, Ely Cathedral and the Methodist Church.

Those who attend will be able to enjoy a traditional turkey dinner with all the trimmings, soup, a Christmas pudding and cheese and biscuits.

Giles Cornell, who is organising this year's Christmas Day lunch, said: "We came together and formed Ely Community Lunches, and one of our events throughout the year is the Christmas Day sit-down meal.

"We've been inundated this year with such generosity from local people buying other people a meal.

"Residents can do this by going into the cathedral and saying they'd like to pay for somebody's meal."

The deadline to book a place is Monday, December 19.

KATIE WOODCOCK
[redacted]@newsquest.co.uk

Full story: Page 8



Ely councillor Peter Harris is setting up a Christmas toy bank for children and parents in need.

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NOTICE PUBLICISING PROPOSED CHANGES TO A DEVELOPMENT CONSENT ORDER APPLICATION THE PLANNING ACT 2008

SUNNICA ENERGY FARM DEVELOPMENT CONSENT ORDER

Sunnica Limited ("Sunnica", "the Applicant") of 2 Crossways Business Centre, Bicester Road, Kingswood, Aylesbury HP18 0RA is publicising its proposals to make changes to its application for a Development Consent Order (DCO) for the Sunnica Energy Farm (the "Application"). The Application (Reference No. EN010106) was accepted for Examination by the Planning Inspectorate on behalf of the Secretary of State for Business, Energy and Industrial Strategy ("Secretary of State") on 16 December 2021. The Examining Authority (ExA) was appointed on 8 March 2022 to examine the Application and the Preliminary Meeting was held on 28 September 2022. The Examination is due to close by 28 March 2023. After the Examination has closed, the ExA will submit a report to the Secretary of State who will then make the decision on whether or not to grant the DCO.

On 28 November 2022 Sunnica notified the ExA of its intention to seek changes to the Application. This notification has been accepted into the Examination and has been given the Examination Library reference REP3A-037. The Changes Application will be submitted to the Examination on 13 January 2023.

This notice is therefore drawing attention to this forthcoming changes application to enable interested parties to seek to participate in the examination of those changes once they are submitted.

Summary of changes sought

Sunnica is seeking to make the following changes to its Application:

- Change 1: the removal of Burwell Grid Connection Extension Option 2 from the Application;
- Change 2: the removal of Sunnica West Site B from the Application;
- Change 3: the creation of an exclusion zone around the crater impact of the crash site of a B-50 aircraft at Sunnica East Site A from solar development, and
- Change 4: an extension to one of the proposed archaeological mitigation areas within Sunnica West Site A.

Summary of the Project

The Application is for development consent to construct, operate, maintain and decommission ground mounted solar photovoltaic panel arrays, a Battery Energy Storage System and supporting infrastructure, which together comprise Sunnica Energy Farm (or "the Scheme").

The Scheme is located in West Suffolk and East Cambridgeshire. A map showing the location of the Scheme can be viewed at the following link: https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010106/EN010106-001879-SEF_ES_6.3_Figure%201-1%20Scheme%20Location.pdf

Development consent is required as the development is or forms part of a nationally significant infrastructure project as it is an onshore generating station in England with a proposed capacity exceeding 50 megawatts (MW).

Further information

The document outlining the changes [REP3A-037] can be viewed and downloaded free of charge online on the 'Downloads' page of Sunnica's Sunnica Energy Farm website: https://sunnica.co.uk/downloads/

This is accompanied by four plans detailing the proposed changes which are also available at the above link.

If you require these documents to be supplied in hard copy, this can be provided free of charge on request via email info@sunnica.co.uk, by writing to Sunnica Energy Farm, FREEPOST SEC NEWGATE UK LOCAL or by telephone on 0808 168 7925.



CAMBRIDGESHIRE COUNTY COUNCIL

NOTICE is given that Cambridgeshire County Council intends after seven days, to make an Order pursuant to the Road Traffic Regulation Act 1984, as amended by the Road Traffic (Temporary Restrictions) Act 1991, the effect of which:

Downham Byway 33, Little Downham
(TEMPORARY PROHIBITION OF USE) ORDER 2022/710A

Is to stop any pedestrian, equestrian or vehicle from proceeding along Downham Byway 33, Little Downham as lies between points 20m either side of the railway level crossing situated there as measured from its gates or barriers.
The alternative route for pedestrians will be as signed.
The proposed Order is necessary to facilitate public safety and footway access upgrade works which are being carried out on or near this highway and it will come into operation on 1 January 2023 and continue until these works have finished or on the 10 July 2023 whichever is the earlier. It is anticipated that these works will be carried out between 1 January and 10 July 2023.

Barcham Road, Soham
(TEMPORARY PROHIBITION OF THROUGH TRAFFIC) ORDER 2023/015

Is to stop any vehicle from proceeding along Barcham Road, Soham as lies between Barcham Farm and Holly Farm.
The alternative route for vehicles is via Eye Hill Drove – A142 and vice versa.
The proposed Order is necessary to facilitate water main fitting works which are being carried out on or near this highway and it will come into operation on 24 January 2023 and continue until these works have finished or on the 23 July 2024 whichever is the earlier. It is anticipated that these works will be carried out between 24 January and 26 January 2023.

Black Bank Road, Little Downham
(TEMPORARY PROHIBITION OF THROUGH TRAFFIC) ORDER 2023/016

Is to stop any vehicle from proceeding along Black Bank Road, Little Downham as lies between First Drove and Footpath 12.
The alternative route for vehicles is via Station Road – Lawn Lane – B1411 – A10 – A1101 – Black Bank Road, Littleport and vice versa.
The proposed Order is necessary to facilitate highway improvement works which are being carried out on or near this highway and it will come into operation on 15 January 2023 and continue until these works have finished or on the 14 July 2024 whichever is the earlier. It is anticipated that these works will be carried out between 09:00hrs and 16:30hrs 15 January 2023.

Chapel Lane, Wicken
(TEMPORARY PROHIBITION OF THROUGH TRAFFIC) ORDER 2023/017

Is to stop any vehicle from proceeding along Chapel Lane, Wicken as lies between numbers 29 and 44.
The alternative route for vehicles is via A1123 – Pond Green – Drury Lane and vice versa.
The proposed Order is necessary to facilitate remodelling of existing highway, sewer connection and associated works which are being carried out on or near this highway and it will come into operation on 3 January 2023 and continue until these works have finished or on the 2 July 2024 whichever is the earlier. It is anticipated that these works will be carried out between 3 January and 17 February 2023.

Great Fen Road, Soham
(TEMPORARY PROHIBITION OF THROUGH TRAFFIC) ORDER 2023/018

Is to stop any vehicle from proceeding along Great Fen Road, Soham as lies between numbers 32 and 40.
The alternative route for vehicles is via Northfield Road – A142 – Fordham Road (C145) – Soham Road, Fordham – B1102 – B1104 and vice versa.
The proposed Order is necessary to facilitate telecommunication maintenance works which are being carried out on or near this highway and it will come into operation on 10 January 2023 and continue until these works have finished or on the 9 July 2024 whichever is the earlier. It is anticipated that these works will be carried out between 09:30hrs and 15:30hrs 10 January 2023.

Heath Road, Swaffham Bulbeck
(TEMPORARY PROHIBITION OF THROUGH TRAFFIC) ORDER 2023/019

Is to stop any vehicle from proceeding along Heath Road, Swaffham Bulbeck as lies between the B1102 and number 13.
The alternative route for vehicles is via B1102 – Quarry Lane and vice versa.
The proposed Order is necessary to facilitate telecommunication installation works which are being carried out on or near this highway and it will come into operation on 23 January 2023 and continue until these works have finished or on the 22 July 2024 whichever is the earlier. It is anticipated that these works will be carried out between 09:30hrs and 15:30hrs 23 January 2023.

Pools Road, Wilburton
(TEMPORARY PROHIBITION OF THROUGH TRAFFIC) ORDER 2023/020

Is to stop any vehicle from proceeding along Pools Road, Wilburton as lies between Byway 14 and a point approximately 170m in a north easterly direction.
The alternative route for vehicles is via Stretham Station Road – Grunty Fen Road, Witchford – Main Street – Sutton Road – Sutton Road (C316), Wentworth – A142 – Church Road – Church Road, Wilburton and vice versa.
The proposed Order is necessary to facilitate air valve cleaning and repair works which are being carried out on or near this highway and it will come into operation on 24 January 2023 and continue until these works have finished or on the 23 July 2024 whichever is the earlier. It is anticipated that these works will be carried out between 24 January and 26 January 2023.

Pymoor Lane, Pymoor
(TEMPORARY PROHIBITION OF THROUGH TRAFFIC) ORDER 2023/021

Is to stop any vehicle from proceeding along Pymoor Lane, Pymoor as lies between Pymoor Lane Farm and The Granary.
The alternative route for vehicles is via B1411 – Pymoor Siding – Short Drove, Little Downham – Main Drove – Downham Common – 0 Furlong Drove and vice versa.
The proposed Order is necessary to facilitate new water connection works which are being carried out on or near this highway and it will come into operation on 4 January 2023 and continue until these works have finished or on the 3 July 2024 whichever is the earlier. It is anticipated that these works will be carried out between 4 January and 6 January 2023.

Redfen Road, Little Thetford
(TEMPORARY PROHIBITION OF THROUGH TRAFFIC) ORDER 2023/022

Is to stop any vehicle from proceeding along Redfen Road, Little Thetford as lies between numbers 2A and 4.
The alternative route for vehicles is via Redfen Road, Wilburton – Stretham Station Road – Broad Baulk, Stretham – A10 and vice versa.
The proposed Order is necessary to facilitate stop tap replacement works which are being carried out on or near this highway and it will come into operation on 24 January 2023 and continue until these works have finished or on the 23 July 2024 whichever is the earlier. It is anticipated that these works will be carried out between 24 January and 26 January 2023.

Thirlwall Drive, Fordham
(TEMPORARY PROHIBITION OF THROUGH TRAFFIC) ORDER 2023/023

Is to stop any vehicle from proceeding along Thirlwall Drive, Fordham as lies between numbers 49 and 58.
The alternative route for vehicles is via Newport Avenue – B1102 – B1085 and vice versa.
The proposed Order is necessary to facilitate water meter exchange works which are being carried out on or near this highway and it will come into operation on 10 January 2023 and continue until these works have finished or on the 9 July 2024 whichever is the earlier. It is anticipated that these works will be carried out between 10 January and 12 January 2023.

Ely Road, Queen Adelaide
(TEMPORARY PROHIBITION OF THROUGH TRAFFIC) ORDER 2020/024

Is to stop any vehicle from proceeding along Ely Road, Queen Adelaide as lies between points 20m either side of the railway level crossing situated there as measured from its gates or barriers.
The alternative route for vehicles is via B1382 – A1101 – A10 – B1411 – B1382 and vice versa.
The proposed Order is necessary to facilitate essential maintenance works which are being carried out on or near this highway and it will come into operation on 29 January 2023 and continue until these works have finished or on the 28 July 2024 whichever is the earlier. It is anticipated that these works will be carried out overnight between 00:45hrs and 09:20hrs 29 January 2023.

Cambridge Road, Stretham
(TEMPORARY 40MPH AND 10MPH SPEED RESTRICTION) ORDER 2023/031

Is to impose a 40mph and 10mph speed restriction along Cambridge Road, Stretham as lies between Cambridge Road Old Alignment and Ely Road, Chittering.
The Order will be effective, for safety purposes, when signs are in place indicating the speed restriction along the whole or any part of the above mentioned length of road whilst works are in progress or temporarily suspended.
The proposed Order is necessary to facilitate highway improvement works which are being carried out on or near this highway and it will come into operation on 5 October 2019 and continue until these works have finished or on 2 July 2024 which ever is the earlier. It is anticipated that these works will be carried out between 21:00hrs and 05:00hrs 3 January to 6 January 2023. The 10mph speed restriction will only be in force when convoy working is in operation.

Camel Road (C132), Littleport (TEMPORARY PROHIBITION OF THROUGH TRAFFIC) and (TEMPORARY 40MPH & 30MPH SPEED LIMIT) ORDER 2023/038

Is to stop any vehicle from proceeding along Camel Road (C132), Littleport as lies between numbers 40 and 44.
The Order will be effective, for safety purposes, when signs are in place indicating the speed limit along the whole or any part of the above mentioned length of road whilst works are in progress or temporarily suspended.
The alternative route for vehicles is via A10 – Wisbech Road (C319) and vice versa.
The proposed Order is necessary to facilitate communication pipe repairs and associated works which are being carried out on or near this highway and it will come into operation on 10 January 2023 and continue until these works have finished or on the 9 July 2024 whichever is the earlier. It is anticipated that these works will be carried out between 10 January and 12 January 2023.

High Street, Sutton
(TEMPORARY PROHIBITION OF THROUGH TRAFFIC) ORDER 2023/069

Is to stop any vehicle from proceeding along High Street, Sutton as lies between The Close and number 69.
The alternative route for vehicles is via The Brook – B1381 and vice versa.
The proposed Order is necessary to facilitate new water connection works which are being carried out on or near this highway and it will come into operation on 16 January 2023 and continue until these works have finished or on the 15 July 2024 whichever is the earlier. It is anticipated that these works will be carried out between 16 January and 20 January 2023.

Sandhill, Littleport
(TEMPORARY PROHIBITION OF THROUGH TRAFFIC) ORDER 2023/084

Is to stop any vehicle from proceeding along Sandhill, Littleport as lies between number 20 and Victoria Street.
The proposed Order is necessary to facilitate drainage scheme and associated works which are being carried out on or near this highway and it will come into operation on 30 January 2023 and continue until these works have finished or on the 29 July 2024 whichever is the earlier. It is anticipated that these works will be carried out between 30 January and 31 March 2023.

Ten Bell Lane, Soham
(TEMPORARY PROHIBITION OF THROUGH TRAFFIC) ORDER 2023/085

Is to stop any vehicle from proceeding along Ten Bell Lane, Soham as lies between number 28 and Pratt Street.
The proposed Order is necessary to facilitate drainage scheme and associated works which are being carried out on or near this highway and it will come into operation on 26 January 2023 and continue until these works have finished or on the 25 July 2024 whichever is the earlier. It is anticipated that these works will be carried out between 26 January and 24 February 2023.

Soham Road (A142), Stuntney
(TEMPORARY 40MPH-30MPH SPEED LIMIT) ORDER 2023/094

Is to impose a 40mph – 30mph speed limit along Soham Road (A142), Stuntney as lies between Nornea Lane and Soham Road.
The Order will be effective, for safety purposes, when signs are in place indicating the speed limit along the whole or any part of the above mentioned length of road whilst works are in progress or temporarily suspended.
The proposed Order is necessary to facilitate new bellmouth construction and associated works which are being carried out on or near this highway and it will come into operation on 16 January 2023 and continue until these works have finished or on the 15 July 2024 whichever is the earlier. It is anticipated that these works will be carried out between 16 January and 30 March 2023.

ROAD TRAFFIC REGULATION ACT 1984 SECTION 14(1) AS AMENDED BY THE ROAD TRAFFIC (TEMPORARY RESTRICTIONS) ACT 1991
VARIOUS ROADS, EAST DIVISION (TEMPORARY PROHIBITION OF THROUGH TRAFFIC) ORDER 2023/032

Is to stop any vehicle from proceeding along various roads as set out in Schedule 1 below.
Nothing in this Order shall prevent access and egress from premises or land adjacent to the highway mentioned in Schedule 1.
The Order is necessary for safety reasons to facilitate highway improvement works.
The proposed Order will come into operation on 16 January 2023 and will continue until these works have finished or on the 15 July 2024 whichever is the earlier. It is anticipated that this order will apply to the locations, at various times during the dates specified in the Schedule.
The above orders shall not apply to any persons lawfully engaged in connection with any works for which these are made, any member of the Police Force, Fire and Rescue Service, Ambulance Service, a vehicle being used by Special Forces during the execution of their duties or to any person acting with the permission or under the direction of a Police Officer in uniform.

Steven Cox, Executive Director, Place and Sustainability, New Shire Hall, Emery Crescent, Enterprise Campus, Alconbury Weald, Huntingdon, PE28 4YE

Schedule 1 – Road Closures

Anticipated dates for works	Road(s)	Diversion
16 January and 19 January 2023	The America, Sutton	B1381 – A1123 – A1421 – A142 – B1381 and vice versa
16 January and 19 January 2023	Chain Causeway, Sutton	B1381 – A1123 – A1421 – A142 – B1381 and vice versa
16 January and 19 January 2023	Hundred Foot Bank, Sutton	B1381 – A1123 – A1421 – A142 – B1381 and vice versa
16 January and 19 January 2023	Hundred Foot Bank, Haddenham	B1381 – A1123 – A1421 – A142 – B1381 and vice versa

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Alison Hayes
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A Newmarket town councillor who has been out in Ukraine helping with the volunteer effort says he has been humbled by the efforts of ordinary people fighting to save their country.

Douglas Hall arrived home in Newmarket on Tuesday after two weeks working in a volunteer kitchen and driving vehicles which had been donated to the relief effort from Poland to Ukraine.

"I have met many dozens of Ukrainians, wives, daughters, as well as men, both those serving in the military and those working full and part-time to keep the kitchen running 24/7 so the troops fighting on the front line are fed with nutritious meals," he said.

"Every single one of them has been unfailingly welcoming and friendly to this naive Englishman who has never previously stood up for a cause in his entire life."

Mr Hall made his way to Ukraine by flying to Vienna, in Austria, and then getting a train through Hungary to Ukraine, which took 19 hours.

"I didn't realise it when I first arrived in Lviv, but this has been a life-changing experience for me," he said.

"It has finally given my life real meaning. I can think of no nobler cause to fight for.

"The Ukrainians are so grateful that we put our lives on hold, and I'm sure they all think we're mad, to support their country in the midst of this brutal and bloody war, whilst Russia commits war crimes daily."

He worked in the Frontline Kitchen run by volunteers, including a woman of 80, where they cook food before drying it out, packing it and giving it to soldiers who are fighting on the front line.

They also make candles out of rolled up cardboard, paraffin and wax, which burn for eight hours and provide light for soldiers and a way of heating their food.

"Some of them have been fighting now for nine months without a break and this food and the work of the volunteers who have stayed behind to provide it for them, means everything to them," he said.

While in Ukraine Mr Hall said that he had visited a town north of Kyiv where there was not a single resident who did not have a relative who had been killed in the conflict.

Together with a group of volunteers, he took a bus from Ukraine to Poznan in neighbouring Poland where they picked up six four-wheel drive vehicles which had been donated, and then drove them back to Ukraine, a journey which took 22 hours, often on damaged and unlit roads.

"There were many hold-ups along the way including around six hours at the border and at military checkpoints. It was very, very tiring and I nearly crashed at least once but we got there in the end, " said Mr Hall.

Mr Hall said he hoped to return to Ukraine and wanted to try to raise enough money to buy a vehicle to take out there.



Douglas Hall, left, helped out in the Frontline Kitchen in Ukraine



NOTICE PUBLICISING PROPOSED CHANGES TO A DEVELOPMENT CONSENT ORDER APPLICATION THE PLANNING ACT 2008 SUNNICA ENERGY FARM DEVELOPMENT CONSENT ORDER

Sunnica Limited ("Sunnica", "the Applicant") of 2 Crossways Business Centre, Bicester Road, Kingswood, Aylesbury HP18 0RA is publicising its proposals to make changes to its application for a Development Consent Order (DCO) for the Sunnica Energy Farm (the "Application"). The Application (Reference No. EN010106) was accepted for Examination by the Planning Inspectorate on behalf of the Secretary of State for Business, Energy and Industrial Strategy ("Secretary of State") on 16 December 2021. The Examining Authority (ExA) was appointed on 8 March 2022 to examine the Application and the Preliminary Meeting was held on 28 September 2022. The Examination is due to close by 28 March 2023. After the Examination has closed, the ExA will submit a report to the Secretary of State who will then make the decision on whether or not to grant the DCO.

On 28 November 2022 Sunnica notified the ExA of its intention to seek changes to the Application. This notification has been accepted into the Examination and has been given the Examination Library reference REP3A-037. The Changes Application will be submitted to the Examination on 13 January 2023.

This notice is therefore drawing attention to this forthcoming changes application to enable interested parties to seek to participate in the examination of those changes once they are submitted.

Summary of changes sought

Sunnica is seeking to make the following changes to its Application:

- Change 1: the removal of Burwell Grid Connection Extension Option 2 from the Application;
- Change 2: the removal of Sunnica West Site B from the Application;
- Change 3: the creation of an exclusion zone around the **crater impact of the crash site of** a B-50 aircraft at Sunnica East Site A from solar development, and
- Change 4: an extension to one of the proposed archaeological mitigation areas within Sunnica West Site A.

Summary of the Project

The Application is for development consent to construct, operate, maintain and decommission ground mounted solar photovoltaic panel arrays, a Battery Energy Storage System and supporting infrastructure, which together comprise Sunnica Energy Farm (or "the Scheme").

The Scheme is located in West Suffolk and East Cambridgeshire. A map showing the location of the Scheme can be viewed at the following link: **https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010106/EN010106-001879-SEF_ES_6.3_Figure%201-1%20Scheme%20Location.pdf**

Development consent is required as the development is or forms part of a nationally significant infrastructure project as it is an onshore generating station in England with a proposed capacity exceeding 50 megawatts (MW).

Further information

The document outlining the changes [REP3A-037] can be viewed and downloaded free of charge online on the 'Downloads' page of Sunnica's Sunnica Energy Farm website: [redacted]

This is accompanied by four plans detailing the proposed changes which are also available at the above link.

If you require these documents to be supplied in hard copy, this can be provided free of charge on request via **email info@sunnica.co.uk**, by writing to Sunnica Energy Farm, FREEPOST SEC NEWGATE UK LOCAL or by telephone on 0808 168 7925.

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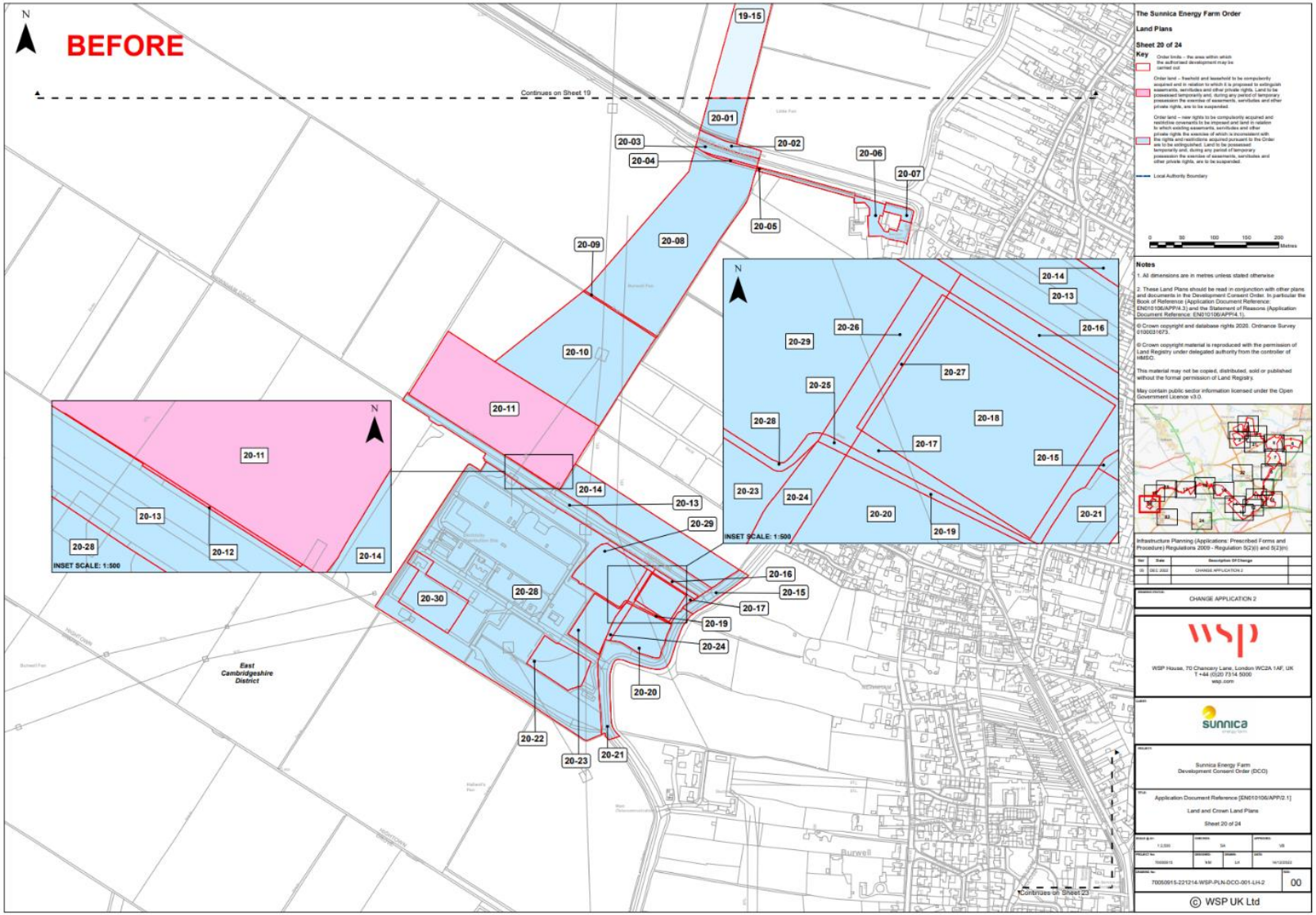
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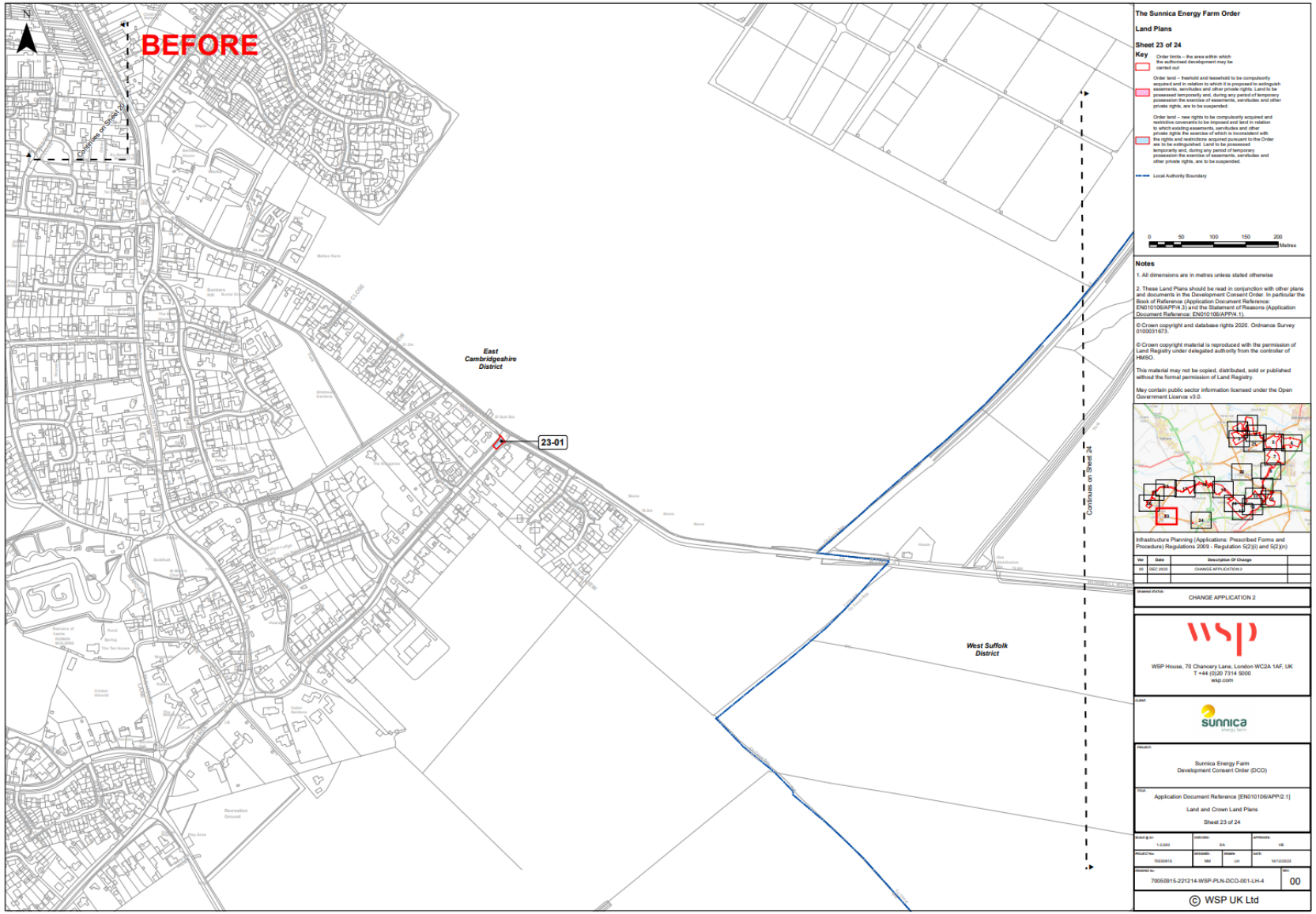
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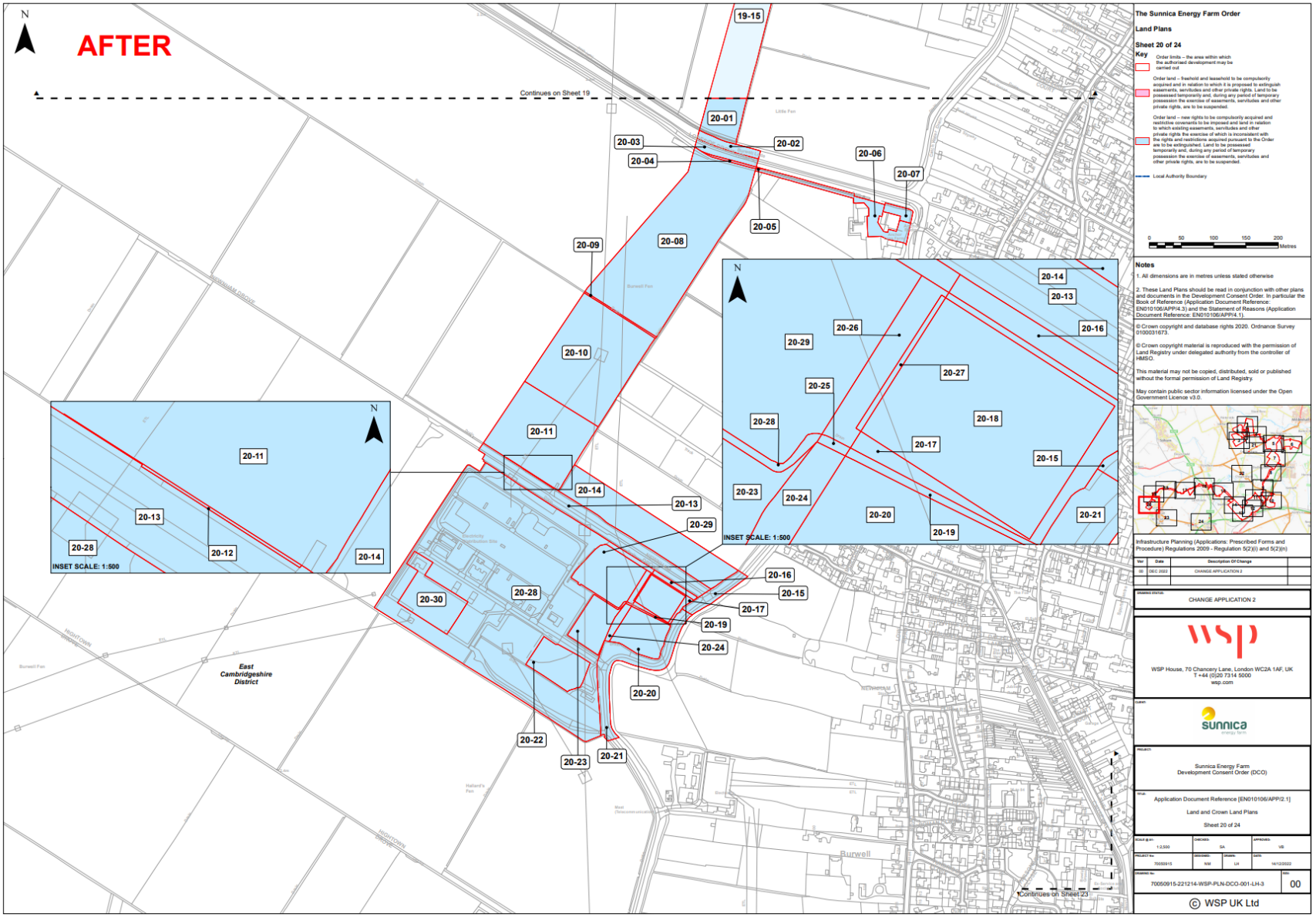
Appendix B Copies of Published Before and After Plans

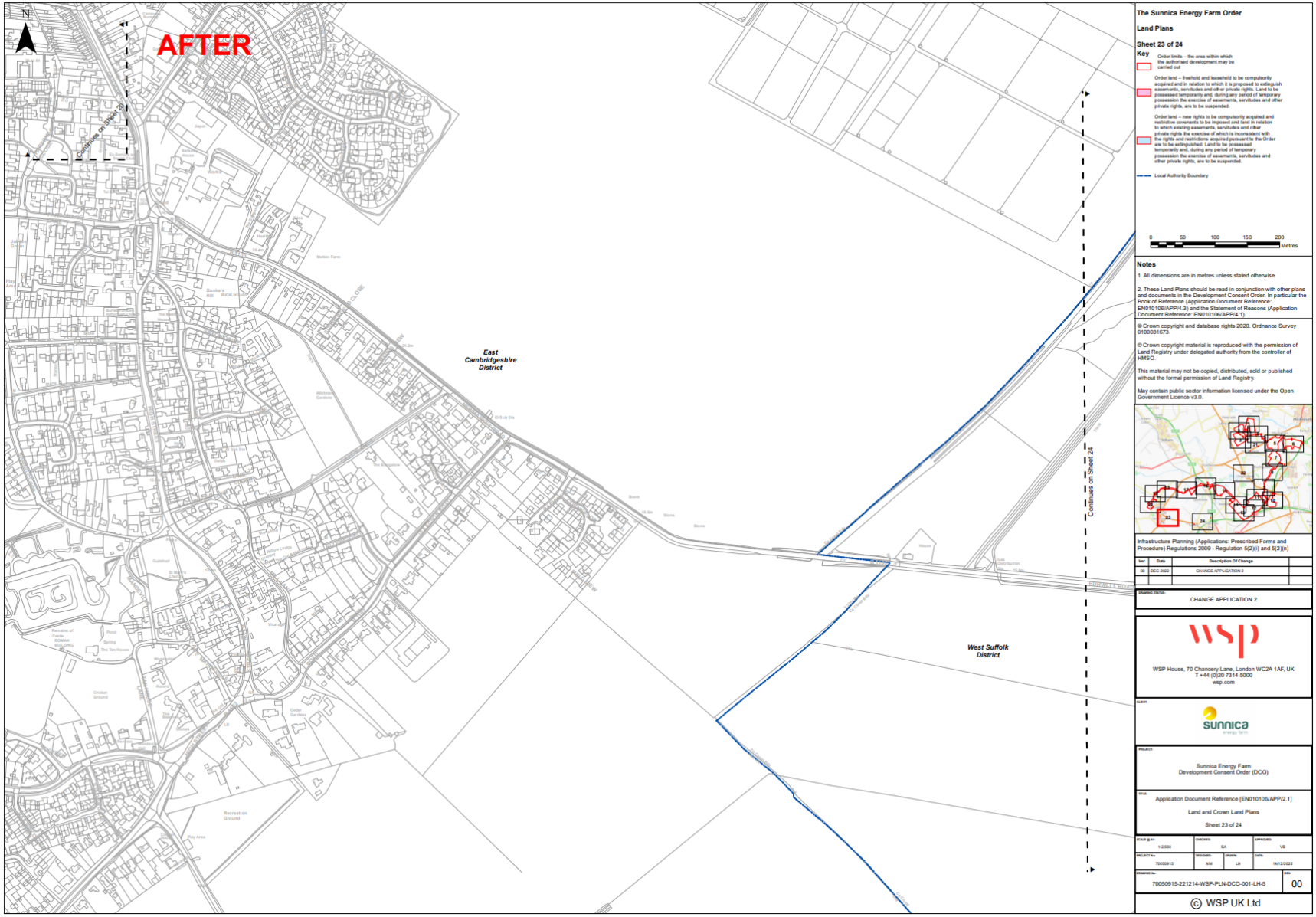
Plan 1: Before and After of Land Plans for Substation Connection Change




BEFORE
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Continues on Sheet 24
East Cambridgeshire District
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The Sunnica Energy Farm Order
Land Plans
Sheet 23 of 24
Key
Order limits – the area within which the authorised development may be carried out
Order land – freehold and leasehold to be compulsorily acquired and in relation to which it is proposed to extinguish easements, servitudes and other private rights. Land to be possessed temporarily and, during any period of temporary possession the exercise of easements, servitudes and other private rights, are to be suspended.
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Local Authority Boundary
0 50 100 150 200
Metres
Notes
1. All dimensions are in metres unless stated otherwise
2. These Land Plans should be read in conjunction with other plans and documents in the Development Consent Order. In particular the Book of Reference (Application Document Reference: EN010106/APP/4.3) and the Statement of Reasons (Application Document Reference: EN010106/APP/4.1).
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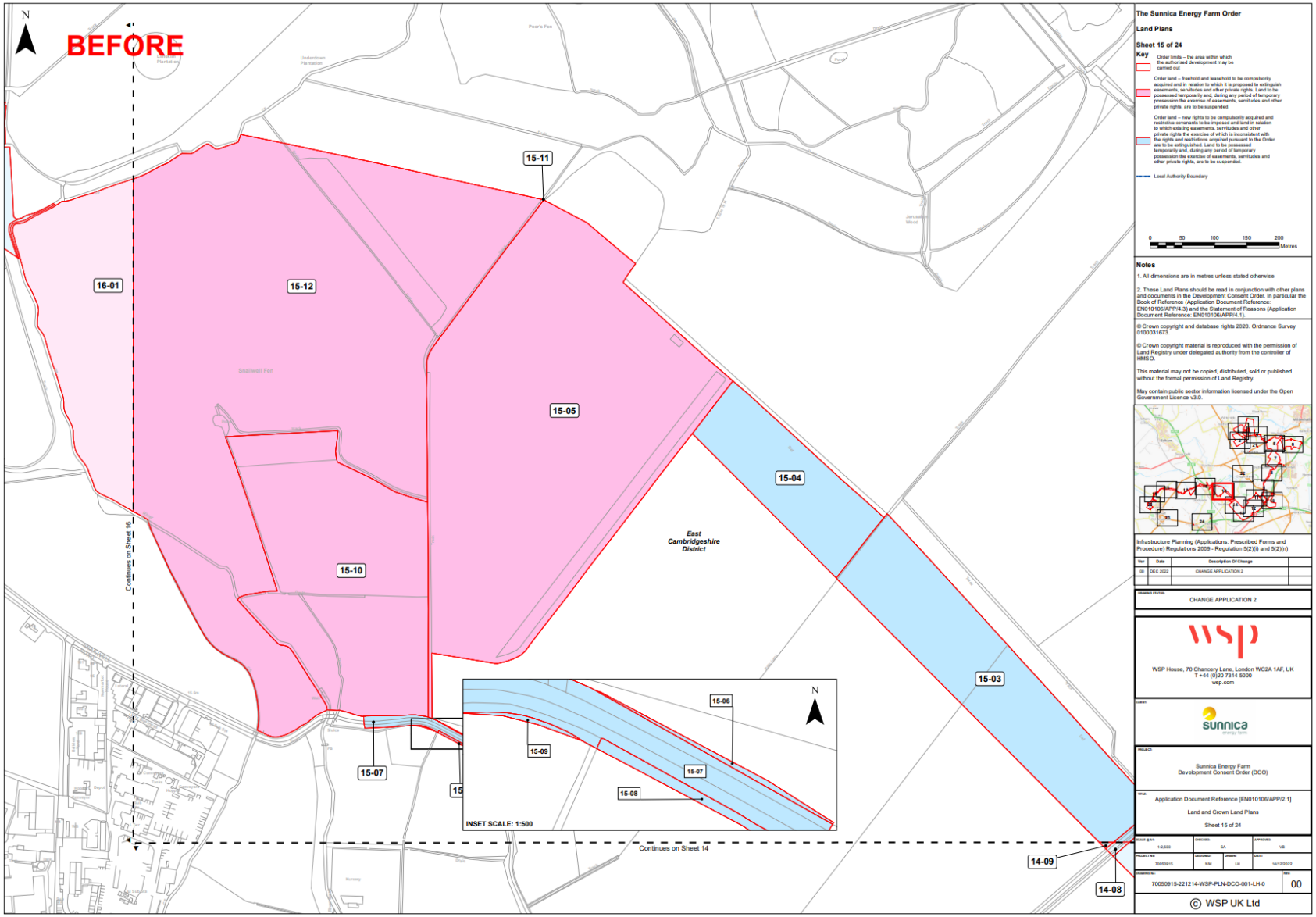

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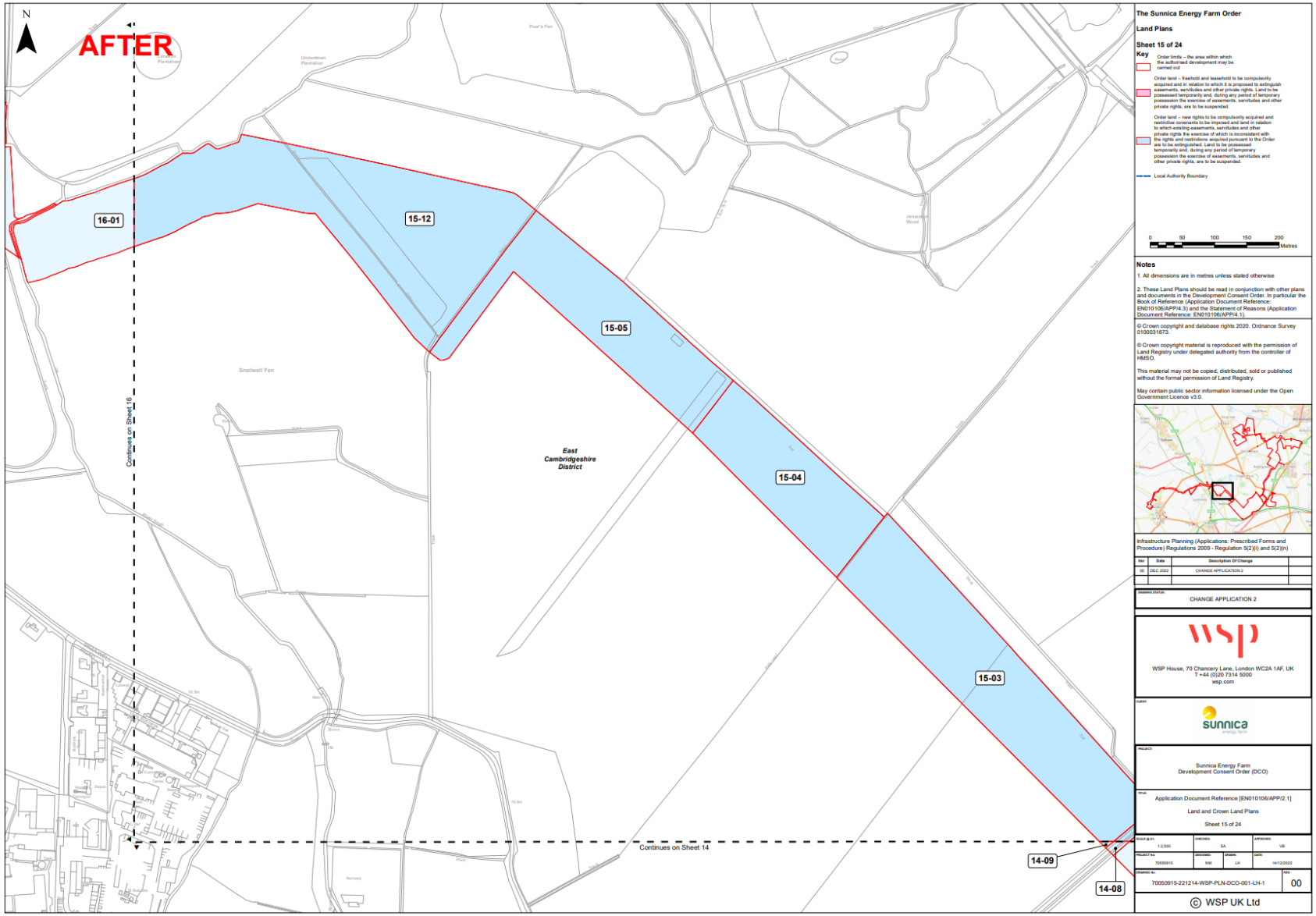

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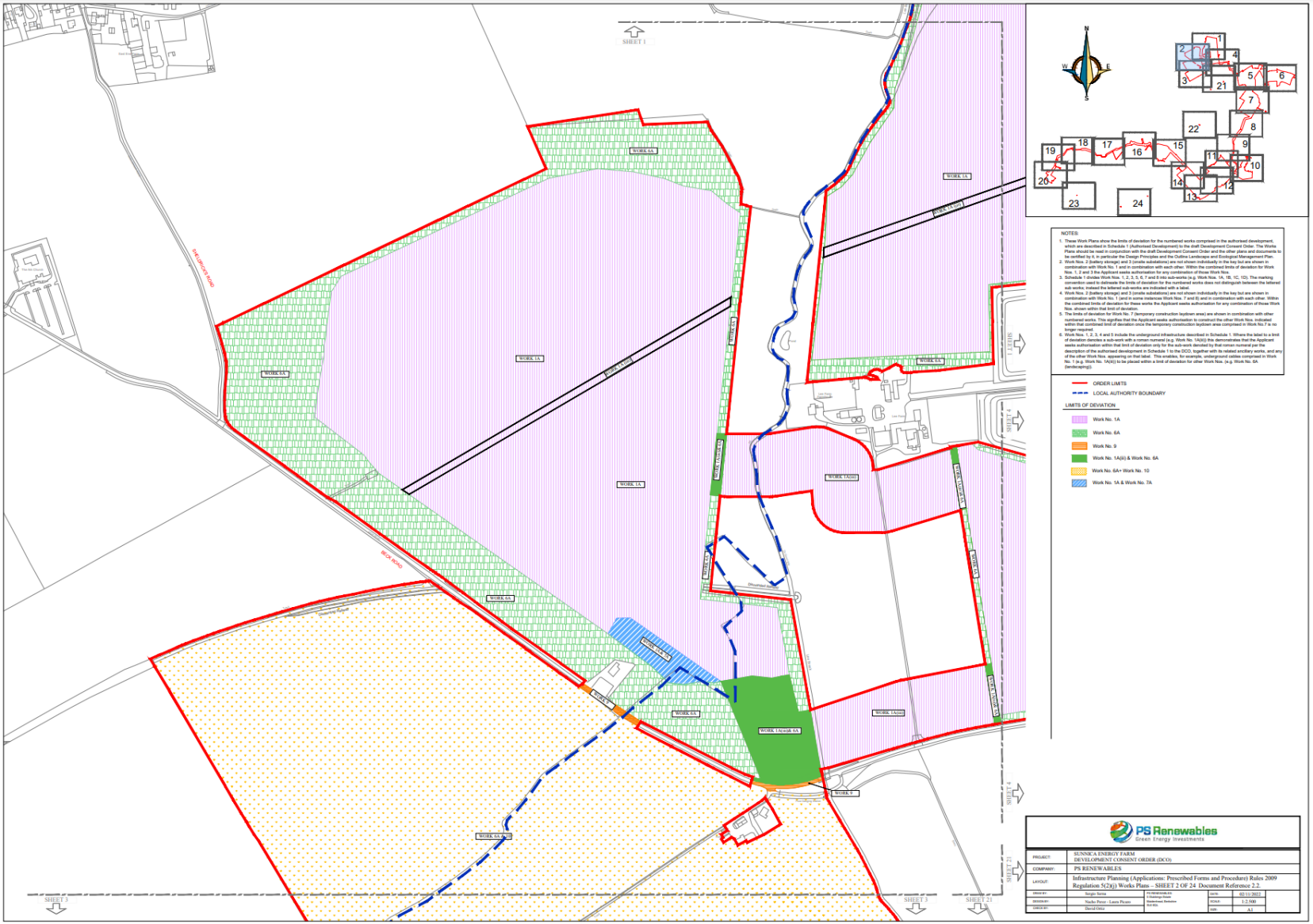

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Sheet 24 of 24
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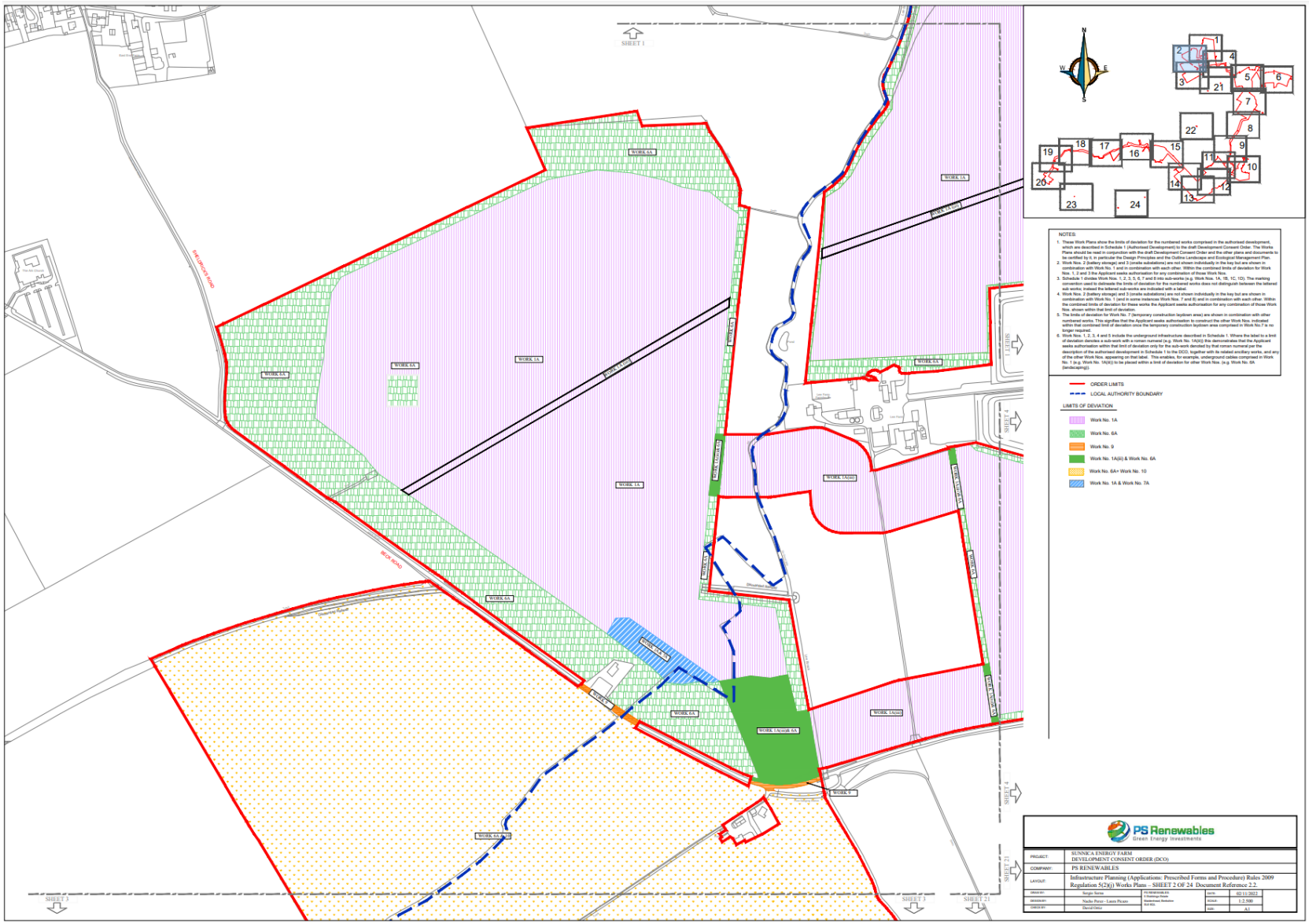
Plan 2: Before and After of Land Plans for Sunnica West Site B



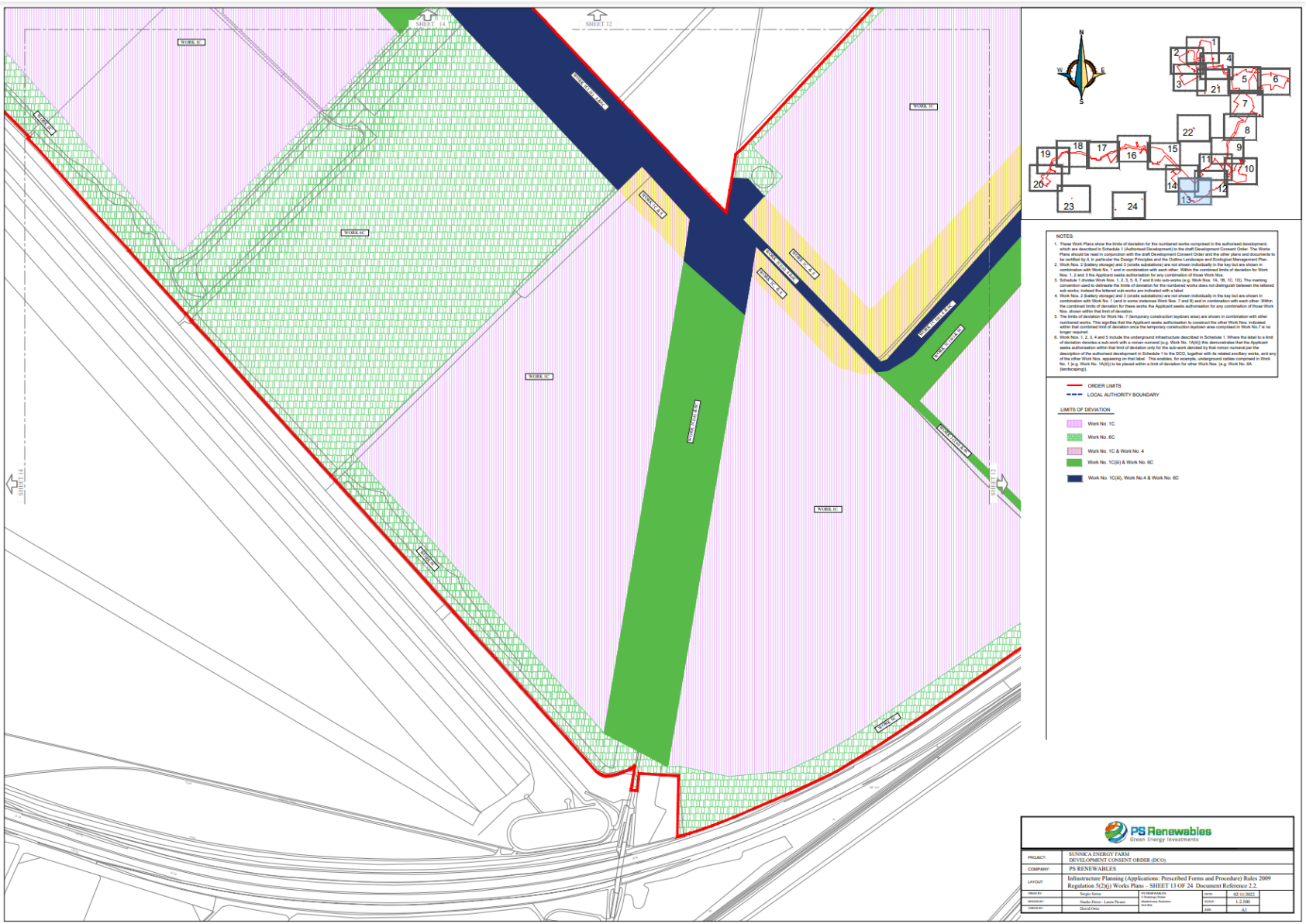


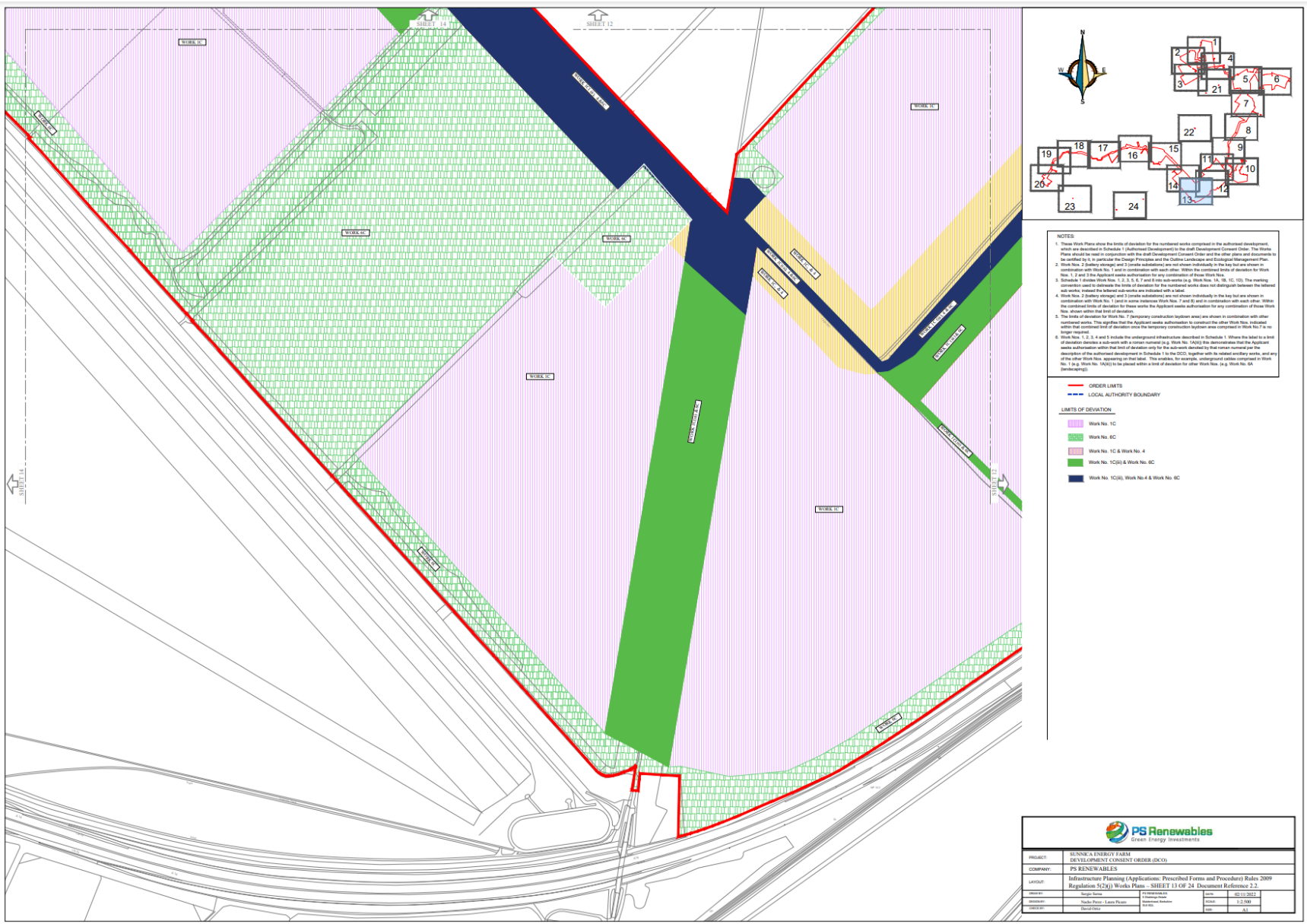
Plan 3: Before and After of Works Plans for the Isleham B-50 crash site


NOTES:
ORDER LIMITS
LOCAL AUTHORITY BOUNDARY
LIMITS OF DEVIATION
Work No. 1A
Work No. 6A
Work No. 9
Work No. 1A(iii) & Work No. 6A
Work No. 6A+ Work No. 10
Work No. 1A & Work No. 7A
PS Renewables
Green Energy Investments
SUNNICA ENERGY FARM
DEVELOPMENT CONSENT ORDER (DCO)
PS RENEWABLES
Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulation 5(2)(j) Works Plans - SHEET 2 OF 24 Document Reference 2.2
1:2,500
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NOTES
ORDER LIMITS
LOCAL AUTHORITY BOUNDARY
LIMITS OF DEVIATION
Work No. 1A
Work No. 6A
Work No. 9
Work No. 1A(iii) & Work No. 6A
Work No. 6A+ Work No. 10
Work No. 1A & Work No. 7A
PS Renewables
Green Energy Investments
PROJECT: SUNNICA ENERGY FARM DEVELOPMENT CONSENT ORDER (DCO)
COMPANY: PS RENEWABLES
LAYOUT: Infrastructure Planning (Applications: Prescribed Forms and Procedure) Rules 2009 Regulation 5(2)(j) Works Plans – SHEET 2 OF 24 Document Reference 2.2.
DRAWN BY: Sergio Sarria
DESIGNED BY: Nacho Perez - Laura Picazo
CHECKED BY: David Ortiz
PS RENEWABLES 63 Mosley Street Manchester, United Kingdom M2 3HZ
DATE: 03/11/2022
SCALE: 1:2,500
SIZE: A3

Plan 4: Before and After of Works Plans for W04 (Sunnica West Site A)


SHEET 14
SHEET 12
WORK 1C
WORK 6C
WORK 1C
WORK 1C
WORK 1


SHEET 14
SHEET 12
SHEET 15
WORK 1C
WORK 6C
WORK No. 1C & No. 4
WORK No. 1C(iii) & No. 6C
WORK No. 1C(iii), No. 4 & No. 6C
NOTES
1. These Work Plans show the limits of deviation for the numbered works comprised in the authorised development, which are described in Schedule 1 (Authorised Development) to the draft Development Consent Order. The Works Plans should be read in conjunction with the draft Development Consent Order and the other plans and documents to be certified by it, in particular the Design Principles and the Outline Landscape and Ecological Management Plan.
2. Work Nos. 2 (battery storage) and 3 (onsite substations) are not shown individually in the key but are shown in combination with Work No. 1 (and in some instances Work Nos. 7 and 8) and in combination with each other. Within the combined limits of deviation for these works the Applicant seeks authorisation for any combination of those Work Nos. 1, 2 and 3 the Applicant seeks authorisation for any combination of these Work Nos.
3. Schedule 1 divides Work Nos. 1, 2, 3, 5, 6, 7 and 8 into sub-works (e.g. Work Nos. 1A, 1B, 1C, 1D). The marking convention used to delineate the limits of deviation for the numbered works does not distinguish between the lettered sub works; instead the lettered sub-works are indicated with a label.
4. Work Nos. 2 (battery storage) and 3 (onsite substations) are not shown individually in the key but are shown in combination with Work No. 1 (and in some instances Work Nos. 7 and 8) and in combination with each other. Within the combined limits of deviation for these works the Applicant seeks authorisation for any combination of those Work Nos. shown within that limit of deviation.
5. The limits of deviation for Work No. 7 (temporary construction laydown area) are shown in combination with other numbered works. This signifies that the Applicant seeks authorisation to construct the other Work Nos. indicated within that combined limit of deviation once the temporary construction laydown area comprised in Work No.7 is no longer required.
6. Work Nos. 1, 2, 3, 4 and 5 include the underground infrastructure described in Schedule 1. Where the label to a limit of deviation denotes a sub-work with a roman numeral (e.g. Work No. 1A(iii)) this demonstrates that the Applicant seeks authorisation within that limit of deviation only for the sub-work denoted by that roman numeral per the description of the authorised development in Schedule 1 to the DCO, together with its related ancillary works, and any of the other Work Nos. appearing on that label. This enables, for example, underground cables comprised in Work No. 1 (e.g. Work No. 1A(iii)) to be placed within a limit of deviation for other Work Nos. (e.g. Work No. 6A (landscaping)).
ORDER LIMITS
LOCAL AUTHORITY BOUNDARY
LIMITS OF DEVIATION
Work No. 1C
Work No. 6C
Work No. 1C & Work No. 4
Work No. 1C(iii) & Work No. 6C
Work No. 1C(iii), Work No.4 & Work No. 6C
PS Renewables
Green Energy Investments
PROJECT: SUNNICA ENERGY FARM DEVELOPMENT CONSENT ORDER (DCO)
COMPANY: PS RENEWABLES
LAYOUT: Infrastructure Planning (Applications: Prescribed Forms and Procedure) Rules 2009 Regulation 5(2)(j) Works Plans - SHEET 13 OF 24 Document Reference 2.2.
DRAWN BY: Sergio Serna
DESIGNED BY: Nacho Perez - Laura Picazo
CHECK BY: David Ortiz
PS RENEWABLES 5 Stanhope Gate Mayfair London W1K 1AL
DATE: 02/11/2022
SCALE: 1:2,500
SIZE: A1

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Part 1

Number on Plan	Category of Rights Sought (where relevant)	Description of Land	Category 1 (A person is within Category 1 if the applicant, after making diligent inquiry, knows that the person is an owner, lessee, tenant (whatever the tenancy period) or occupier of the land)			Category 2 (A person is within Category 2 if the applicant, after making diligent inquiry, knows that the person – (a) is interested in the land, or (b) has power – (i) to sell and convey the land, or (ii) to release the land)
			Freehold Owners or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
15-05	Cable rights~~N/A~~	Acquisition of rights over~~All interests and rights in 205203~~ 45870 square metres of fields, agricultural land, woodland and access tracks (Manor Farm) (County of Cambridgeshire, District of East Cambridgeshire)	Rebecca May Nicolle Chippenham Hall Chippenham Park Ely Cambridgeshire CB7 5PT	Moulton Manor Farm Moulton Nr Newmarket Suffolk CB8 8SB	Moulton Manor Farm Moulton Nr Newmarket Suffolk CB8 8SB Rebecca May Nicolle Chippenham Hall Chippenham Park Ely Cambridgeshire CB7 5PT	Mills & Reeve Trust Corporation Limited 1 St. James Court Whitefriars Norwich NR3 1RU (in respect of rights are granted by a Deed dated 7 May 1998) South Staffordshire Water plc Estates Department Green Lane Walsall West Midlands WS2 7PD (In respect of apparatus) Willa Anne Philippa Bailey Plane Werrington Launceston PL15 9RW (in respect of rights reserved by a Conveyance dated 25 September 1985) David William Barclay Desnage Lodge Higham Bury St. Edmunds IP28 6NU (in respect of rights granted by a Deed dated 7 May 1998)

The Sunnica Energy Farm Order

Part 1

Number on Plan	Category of Rights Sought (where relevant)	Description of Land	Category 1 (A person is within Category 1 if the applicant, after making diligent inquiry, knows that the person is an owner, lessee, tenant (whatever the tenancy period) or occupier of the land)			Category 2 (A person is within Category 2 if the applicant, after making diligent inquiry, knows that the person – (a) is interested in the land, or (b) has power – (i) to sell and convey the land, or (ii) to release the land)
			Freehold Owners or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
~~15-06~~	~~Access rights~~	~~Acquisition of rights over 93 square metres of woodland (Manor Farm)~~ ~~(County of Cambridgeshire, District of East Cambridgeshire)~~	~~Rebecca May Nicolle~~ ~~Chippenham Hall~~ ~~Chippenham Park~~ ~~Ely~~ ~~Cambridgeshire~~ ~~CB7 5PT~~	~~Moulton Manor Farm~~ ~~Moulton~~ ~~Nr Newmarket~~ ~~Suffolk~~ ~~CB8 8SB~~	~~Moulton Manor Farm~~ ~~Moulton~~ ~~Nr Newmarket~~ ~~Suffolk~~ ~~CB8 8SB~~ ~~Rebecca May Nicolle~~ ~~Chippenham Hall~~ ~~Chippenham Park~~ ~~Ely~~ ~~Cambridgeshire~~ ~~CB7 5PT~~	~~Mills & Reeve Trust Corporation Limited~~ ~~1 St. James Court~~ ~~Whitefriars~~ ~~Norwich~~ ~~NR3 1RU~~ ~~(in respect of rights are granted by a Deed dated 7 May 1998)~~ ~~Willa Anne Philippa Bailey~~ ~~Plane~~ ~~Werrington~~ ~~Launceston~~ ~~PL15 9RW~~ ~~(in respect of rights reserved by a Conveyance dated 25 September 1985)~~ ~~David William Barclay~~ ~~Desnage Lodge~~ ~~Higham~~ ~~Bury St. Edmunds~~ ~~IP28 6NU~~ ~~(in respect of rights granted by a Deed dated 7 May 1998)~~ ~~David Norman Chastel De Boinville~~ ~~Walkern Hall Farm~~ ~~Walkern Hall~~ ~~Walkern~~ ~~Stevenage~~ ~~SG2 7HZ~~ ~~(in respect of rights granted by a Deed dated 7 May 1998)~~

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Part 1

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			Freehold Owners or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
~~15-07~~	~~Access rights~~	~~Acquisition of rights over 2892 square metres of public road, verges, access splays and drain (Fordham Road)~~ ~~(County of Cambridgeshire, District of East Cambridgeshire)~~	~~Cara Rohays Stoney~~ ~~Penylan Barn~~ ~~Hardwicke~~ ~~Hay-On-Wye~~ ~~Hereford~~ ~~HR3 5TA~~ ~~(in respect of subsoil up to half width of highway)~~ ~~David Norman Chastel De Boinville~~ ~~Walkern Hall Farm~~ ~~Walkern Hall~~ ~~Walkern~~ ~~Stevenage~~ ~~SG2 7HZ~~ ~~(as trustee of Mrs D A Crawley's Will Trust) (in respect of subsoil up to half width of highway)~~ ~~David William Barclay~~ ~~Desnage Lodge~~ ~~Higham~~ ~~Bury St. Edmunds~~ ~~IP28 6NU~~ ~~(as trustee of Mrs D A Crawley's Will Trust) (in respect of subsoil up to half width of highway)~~	~~None identified~~	~~Cambridgeshire County Council~~ ~~Shire Hall~~ ~~Castle Hill~~ ~~Cambridge~~ ~~CB3 OAP~~ ~~(in respect of adopted highway)~~	~~Anglian Water Services Limited~~ ~~Lancaster House~~ ~~Lancaster Way~~ ~~Ermine Business Park~~ ~~Huntingdon~~ ~~PE29 6XU~~ ~~(in respect of apparatus)~~ ~~Swaffham Internal Drainage Board~~ ~~The Drainage Office~~ ~~Main Street~~ ~~Prickwillow~~ ~~Ely~~ ~~Cambridgeshire~~ ~~CB7 4UN~~ ~~(in respect of drainage rights)~~

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Part 1

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			Freehold Owners or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
~~15-07 Cont'd~~			~~Rebecca May Nicolle Chippenham Hall Chippenham Park Ely Cambridgeshire CB7 5PT (as trustees of the Nicolle Fund of Mrs D A Crawley's 1992 Grandchildren's Settlement) (in respect of subsoil up to half width of highway)~~ ~~Robin David Barclay Lodge Farm Lower Green Higham Bury St. Edmunds IP28 6NJ (in respect of subsoil up to half width of highway)~~ ~~Thomas Assheton care of Mills & Reeve LLP Botanic House 100 Hills Road Cambridge CB2 1PH (as trustees of the Nicolle Fund of Mrs D A Crawley's 1992 Grandchildren's Settlement) (in respect of subsoil up to half width of highway)~~			

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Part 1

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			Freehold Owners or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
~~15-07 Cont'd~~			~~Hugo Arthur Villeneuve Nicolle Chippenham Hall Chippenham Park Ely Cambridgeshire CB7 5PT (as trustees of the Nicolle Fund of Mrs D A Crawley's 1992 Grandchildren's Settlement) (in respect of subsoil up to half width of highway)~~ ~~Cambridgeshire County Council Shire Hall Castle Hill Cambridge CB3 OAP (in respect of adopted highway)~~ ~~Mills & Reeve Trust Corporation Limited 1 St. James Court Whitefriars Norwich NR3 1RU (as trustee of Mrs D A Crawley's Will Trust) (in respect of subsoil up to half width of highway)~~			

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Part 1

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			Freehold Owners or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
~~15-08~~	~~Access rights~~	~~Acquisition of rights over 240 square metres of field and shrubland (Fordham Road)~~ ~~(County of Cambridgeshire, District of East Cambridgeshire)~~	~~David Norman Chastel De Boinville~~ ~~Walkern Hall Farm~~ ~~Walkern Hall~~ ~~Walkern~~ ~~Stevenage~~ ~~SG2 7HZ~~ ~~(as trustee of Mrs D A Crawley's Will Trust)~~ ~~David William Barclay~~ ~~Desnage Lodge~~ ~~Higham~~ ~~Bury St. Edmunds~~ ~~IP28 6NU~~ ~~(as trustee of Mrs D A Crawley's Will Trust)~~ ~~Mills & Reeve Trust Corporation Limited~~ ~~1 St. James Court~~ ~~Whitefriars~~ ~~Norwich~~ ~~NR3 1RU~~ ~~(as trustee of Mrs D A Crawley's Will Trust)~~	~~Roger John Turner~~ ~~Bassingbourn Farm~~ ~~Fordham~~ ~~Ely~~ ~~Cambridgeshire~~ ~~CB7 5NL~~	~~Roger John Turner~~ ~~Bassingbourn Farm~~ ~~Fordham~~ ~~Ely~~ ~~Cambridgeshire~~ ~~CB7 5NL~~	~~None identified~~

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Part 1

Number on Plan	Category of Rights Sought (where relevant)	Description of Land	Category 1 (A person is within Category 1 if the applicant, after making diligent inquiry, knows that the person is an owner, lessee, tenant (whatever the tenancy period) or occupier of the land)			Category 2 (A person is within Category 2 if the applicant, after making diligent inquiry, knows that the person – (a) is interested in the land, or (b) has power – (i) to sell and convey the land, or (ii) to release the land)
			Freehold Owners or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
~~15-09~~	~~Access rights~~	~~Acquisition of rights over 42 square metres of field and shrubland (Fordham Road)~~ ~~(County of Cambridgeshire, District of East Cambridgeshire)~~	~~Rebecca May Nicolle~~ ~~Chippenham Hall~~ ~~Chippenham Park~~ ~~Ely~~ ~~Cambridgeshire~~ ~~CB7 5PT~~ ~~(as trustees of the Nicolle Fund of Mrs D A Crawley's 1992 Grandchildren's Settlement)~~ ~~Thomas Assheton~~ ~~care of Mills & Reeve LLP~~ ~~Botanic House~~ ~~100 Hills Road~~ ~~Cambridge~~ ~~CB2 1PH~~ ~~(as trustees of the Nicolle Fund of Mrs D A Crawley's 1992 Grandchildren's Settlement)~~ ~~Hugo Arthur Villeneuve Nicolle~~ ~~Chippenham Hall~~ ~~Chippenham Park~~ ~~Ely~~ ~~Cambridgeshire~~ ~~CB7 5PT~~ ~~(as trustees of the Nicolle Fund of Mrs D A Crawley's 1992 Grandchildren's Settlement)~~	~~Roger John Turner~~ ~~Bassingbourn Farm~~ ~~Fordham~~ ~~Ely~~ ~~Cambridgeshire~~ ~~CB7 5NL~~	~~Roger John Turner~~ ~~Bassingbourn Farm~~ ~~Fordham~~ ~~Ely~~ ~~Cambridgeshire~~ ~~CB7 5NL~~	~~Barclays Security Trustee Limited~~ ~~1 Churchill Place~~ ~~London~~ ~~E14 5HP~~ ~~(as mortgagee for Rebecca May Nicolle, Hugh Arthur Villeneuve Nicolle and Thomas Assheton)~~

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Part 1

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			Freehold Owners or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
15-10	N/A	All interests and rights in 97754 square metres of fields, woodland, river, bed and banks thereof (River Snail), drains and access track (Manor Farm) (County of Cambridgeshire, District of East Cambridgeshire)	Cara Rohays Stoney Penylan Barn Hardwicke Hay-On-Wye Hereford HR3 5TA Robin David Barclay Lodge Farm Lower Green Higham Bury St. Edmunds IP28 6NJ	Moulton Manor Farm Moulton Nr Newmarket Suffolk CB8 8SB Daniel Turner Bassingbourn Farm Fordham Ely Cambridgeshire CB7 5NL (trading as R. F. Turner & Son) Roger John Turner Bassingbourn Farm Fordham Ely Cambridgeshire CB7 5NL (trading as R. F. Turner & Son)	Environment Agency Horizon House Deanery Road Bristol BS1 5AH (in respect of river) Moulton Manor Farm Moulton Nr Newmarket Suffolk CB8 8SB Daniel Turner Bassingbourn Farm Fordham Ely Cambridgeshire CB7 5NL (trading as R. F. Turner & Son) Roger John Turner Bassingbourn Farm Fordham Ely Cambridgeshire CB7 5NL (trading as R. F. Turner & Son)	Mills & Reeve Trust Corporation Limited 1 St. James Court Whitefriars Norwich NR3 1RU (in respect of rights granted by a Deed of Grant dated 8 June 1998) South Staffordshire Water plc Estates Department Green Lane Walsall West Midlands WS2 7PD (In respect of apparatus) Swaffham Internal Drainage Board The Drainage Office Main Street Prickwillow Ely Cambridgeshire CB7 4UN (in respect of drainage rights) David William Barclay Desnage Lodge Higham Bury St. Edmunds IP28 6NU (in respect of rights granted by a Deed of Grant dated 8 June 1998)

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Part 1

Number on Plan	Category of Rights Sought (where relevant)	Description of Land	Category 1 (A person is within Category 1 if the applicant, after making diligent inquiry, knows that the person is an owner, lessee, tenant (whatever the tenancy period) or occupier of the land)			Category 2 (A person is within Category 2 if the applicant, after making diligent inquiry, knows that the person – (a) is interested in the land, or (b) has power – (i) to sell and convey the land, or (ii) to release the land)
			Freehold Owners or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
~~15-10 Cont'd~~						~~David Norman Chastel De Boinville~~ ~~Walkern Hall Farm~~ ~~Walkern Hall~~ ~~Walkern~~ ~~Stevenage~~ ~~SG2 7HZ~~ ~~(in respect of rights granted by a Deed of Grant dated 8 June 1998)~~ ~~Rebecca May Nicolle~~ ~~Chippenham Hall~~ ~~Chippenham Park~~ ~~Ely~~ ~~Cambridgeshire~~ ~~CB7 5PT~~ ~~(in respect of rights granted by a Deed of Gift dated 25 September 1985)~~ ~~South Staffordshire Water plc~~ ~~Estates Department~~ ~~Green Lane~~ ~~Walsall~~ ~~West Midlands~~ ~~WS2 7PD~~ ~~(in respect of apparatus)~~

The Sunnica Energy Farm Order

Part 1

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			Freehold Owners or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
~~15-11~~	~~N/A~~	~~All interests and rights in 2 square metres of woodland (Chippenham Park Estate)~~ ~~(County of Cambridgeshire, District of East Cambridgeshire)~~	~~David William Barclay~~ ~~Desnage Lodge~~ ~~Higham~~ ~~Bury St. Edmunds~~ ~~IP28 6NU~~ ~~(as trustee for Mrs D A Crawley's Will Trust)~~ ~~Mills & Reeve Trust Corporation Limited~~ ~~1 St. James Court~~ ~~Whitefriars~~ ~~Norwich~~ ~~NR3 1RU~~ ~~(as trustee for Mrs D A Crawley's Will Trust)~~	~~Moulton Manor Farm~~ ~~Moulton~~ ~~Nr Newmarket~~ ~~Suffolk~~ ~~CB8 8SB~~ ~~Daniel Turner~~ ~~Bassingbourn Farm~~ ~~Fordham~~ ~~Ely~~ ~~Cambridgeshire~~ ~~CB7 5NL~~ ~~(trading as R. F. Turner & Son)~~ ~~Roger John Turner~~ ~~Bassingbourn Farm~~ ~~Fordham~~ ~~Ely~~ ~~Cambridgeshire~~ ~~CB7 5NL~~ ~~(trading as R. F. Turner & Son)~~	~~Moulton Manor Farm~~ ~~Moulton~~ ~~Nr Newmarket~~ ~~Suffolk~~ ~~CB8 8SB~~ ~~Rebecca May Nicolle~~ ~~Chippenham Hall~~ ~~Chippenham Park~~ ~~Ely~~ ~~Cambridgeshire~~ ~~CB7 5PT~~ ~~Daniel Turner~~ ~~Bassingbourn Farm~~ ~~Fordham~~ ~~Ely~~ ~~Cambridgeshire~~ ~~CB7 5NL~~ ~~(trading as R. F. Turner & Son)~~ ~~Roger John Turner~~ ~~Bassingbourn Farm~~ ~~Fordham~~ ~~Ely~~ ~~Cambridgeshire~~ ~~CB7 5NL~~ ~~(trading as R. F. Turner & Son)~~	~~Barclays Security Trustee Limited~~ ~~1 Churchill Place~~ ~~London~~ ~~E14 5HP~~ ~~(as mortgagee for Mills & Reeve Trust Corporation Limited and David William Barclay)~~

The Sunnica Energy Farm Order

Part 1

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			Freehold Owners or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
15-12	Cable rights~~N/A~~	Acquisition of rights over~~All interests and rights in 292717~~ 87414 square metres of field, agricultural land~~, woodland, river, bed and banks thereof (River Snail)~~, drain~~,~~ and access track~~s and pond~~ (Manor Farm) (County of Cambridgeshire, District of East Cambridgeshire)	Cara Rohays Stoney Penylan Barn Hardwicke Hay-On-Wye Hereford HR3 5TA Robin David Barclay Lodge Farm Lower Green Higham Bury St. Edmunds IP28 6NJ	Moulton Manor Farm Moulton Nr Newmarket Suffolk CB8 8SB	Environment Agency Horizon House Deanery Road Bristol BS1 5AH (in respect of river) Moulton Manor Farm Moulton Nr Newmarket Suffolk CB8 8SB	Mills & Reeve Trust Corporation Limited 1 St. James Court Whitefriars Norwich NR3 1RU (in respect of rights granted by a Deed of Grant dated 8 June 1998) South Staffordshire Water plc Estates Department Green Lane Walsall West Midlands WS2 7PD (In respect of apparatus) Swaffham Internal Drainage Board The Drainage Office Main Street Prickwillow Ely Cambridgeshire CB7 4UN (in respect of drainage rights) David William Barclay Desnage Lodge Higham Bury St. Edmunds IP28 6NU (in respect of rights granted by a Deed of Grant dated 8 June 1998)

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Number on Plan	Category of Rights Sought (where relevant)	Description of Land	Category 1 (A person is within Category 1 if the applicant, after making diligent inquiry, knows that the person is an owner, lessee, tenant (whatever the tenancy period) or occupier of the land)			Category 2 (A person is within Category 2 if the applicant, after making diligent inquiry, knows that the person – (a) is interested in the land, or (b) has power – (i) to sell and convey the land, or (ii) to release the land)
			Freehold Owners or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
16-01	Cable rights~~N/A~~	Acquisition of rights over~~All interests and rights in 60736~~ 18496 square metres of field and agricultural land (Manor Farm) (County of Cambridgeshire, District of East Cambridgeshire)	Cara Rohays Stoney Penylan Barn Hardwicke Hay-On-Wye Hereford HR3 5TA Robin David Barclay Lodge Farm Lower Green Higham Bury St. Edmunds IP28 6NJ	Moulton Manor Farm Moulton Nr Newmarket Suffolk CB8 8SB	Moulton Manor Farm Moulton Nr Newmarket Suffolk CB8 8SB	Mills & Reeve Trust Corporation Limited 1 St. James Court Whitefriars Norwich NR3 1RU (in respect of rights granted by a Deed of Grant dated 8 June 1998) David William Barclay Desnage Lodge Higham Bury St. Edmunds IP28 6NU (in respect of rights granted by a Deed of Grant dated 8 June 1998) David Norman Chastel De Boinville Walkern Hall Farm Walkern Hall Walkern Stevenage SG2 7HZ (in respect of rights granted by a Deed of Grant dated 8 June 1998) Rebecca May Nicolle Chippenham Hall Chippenham Park Ely Cambridgeshire CB7 5PT (in respect of rights granted by a Deed of Gift dated 25 September 1985)

The Sunnica Energy Farm Order

Part 1

Number on Plan	Category of Rights Sought (where relevant)	Description of Land	Category 1 (A person is within Category 1 if the applicant, after making diligent inquiry, knows that the person is an owner, lessee, tenant (whatever the tenancy period) or occupier of the land)			Category 2 (A person is within Category 2 if the applicant, after making diligent inquiry, knows that the person – (a) is interested in the land, or (b) has power – (i) to sell and convey the land, or (ii) to release the land)
			Freehold Owners or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
16-04	Cable rights	Acquisition of rights over ~~13006~~ 11078 square metres of open space~~, car park~~, woodland, access tracks and drain (east of A142) (County of Cambridgeshire, District of East Cambridgeshire)	HPUT A Limited 250 Bishopsgate London EC2M 4AA HPUT B Limited 250 Bishopsgate London EC2M 4AA	None identified	The Occupier	Anglian Water Services Limited Lancaster House Lancaster Way Ermine Business Park Huntingdon PE29 6XU (in respect of apparatus) BT Group plc 1 Braham Street London E1 8EE (in respect of apparatus) LGC Bioresearch Limited LGC Queens Road Teddington TW11 0LY (in respect of rights granted by an Agreement dated 18 June 2012) LGC Limited LGC Queens Road Teddington TW11 0LY (in respect of rights granted by an Agreement dated 3 August 2012) National Grid Gas plc 1-3 Strand London WC2N 5EH (in respect of rights granted by a Deed dated 15 September 1969)

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Part 1

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			Freehold Owners or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
~~16-05~~	~~Cable rights and Access rights~~	~~Acquisition of rights over 2772 square metres of private road (Unnamed Road) and car park (east of A142)~~ ~~(County of Cambridgeshire, District of East Cambridgeshire)~~	~~HPUT A Limited 250 Bishopsgate London EC2M 4AA~~ ~~HPUT B Limited 250 Bishopsgate London EC2M 4AA~~	~~None identified~~	~~The Occupier~~	~~Anglian Water Services Limited Lancaster House Lancaster Way Ermine Business Park Huntingdon PE29 6XU (in respect of apparatus)~~ ~~BT Group plc 1 Braham Street London E1 8EE (in respect of apparatus)~~ ~~Cadent Gas Limited Cadent Pilot Way Ansty Coventry CV7 9JU (in respect of rights granted by a Deed dated 15 September 1969)~~ ~~LGC Bioresearch Limited LGC Queens Road Teddington TW11 0LY (in respect of rights of access)~~

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Part 1

Number on Plan	Category of Rights Sought (where relevant)	Description of Land	Category 1 (A person is within Category 1 if the applicant, after making diligent inquiry, knows that the person is an owner, lessee, tenant (whatever the tenancy period) or occupier of the land)			Category 2 (A person is within Category 2 if the applicant, after making diligent inquiry, knows that the person – (a) is interested in the land, or (b) has power – (i) to sell and convey the land, or (ii) to release the land)
			Freehold Owners or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
~~16-05 Cont'd~~						~~LGC Limited~~ ~~LGC~~ ~~Queens Road~~ ~~Teddington~~ ~~TW11 0LY~~ ~~(in respect of rights of access)~~ ~~Openreach Limited~~ ~~Kelvin House~~ ~~123 Judd Street~~ ~~London~~ ~~WC1H 9NP~~ ~~(in respect of apparatus)~~ ~~Drug Development Solutions Limited~~ ~~DDS~~ ~~Newmarket Road~~ ~~Fordham~~ ~~Ely~~ ~~CB7 5WW~~ ~~(in respect of rights of access)~~

The Sunnica Energy Farm Order

Part 1

Number on Plan	Category of Rights Sought (where relevant)	Description of Land	Category 1 (A person is within Category 1 if the applicant, after making diligent inquiry, knows that the person is an owner, lessee, tenant (whatever the tenancy period) or occupier of the land)			Category 2 (A person is within Category 2 if the applicant, after making diligent inquiry, knows that the person – (a) is interested in the land, or (b) has power – (i) to sell and convey the land, or (ii) to release the land)
			Freehold Owners or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
16-06	Access rights	Acquisition of rights over 1224 square metres of private road and footway (Unnamed Road) (east of A142) (County of Cambridgeshire, District of East Cambridgeshire)	HPUT A Limited 250 Bishopsgate London EC2M 4AA HPUT B Limited 250 Bishopsgate London EC2M 4AA	None identified	The Occupier	BT Group plc 1 Braham Street London E1 8EE (in respect of apparatus) LGC Bioresearch Limited LGC Queens Road Teddington TW11 0LY (in respect of rights of access) LGC Limited LGC Queens Road Teddington TW11 0LY (in respect of rights of access) National Grid Gas plc 1-3 Strand London WC2N 5EH (in respect of rights granted by a Deed dated 15 September 1969) Openreach Limited Kelvin House 123 Judd Street London WC1H 9NP (in respect of apparatus) South Staffordshire Water plc Estates Department Green Lane Walsall West Midlands WS2 7PD (in respect of apparatus

The Sunnica Energy Farm Order

Part 1

Number on Plan	Category of Rights Sought (where relevant)	Description of Land	Category 1 (A person is within Category 1 if the applicant, after making diligent inquiry, knows that the person is an owner, lessee, tenant (whatever the tenancy period) or occupier of the land)			Category 2 (A person is within Category 2 if the applicant, after making diligent inquiry, knows that the person – (a) is interested in the land, or (b) has power – (i) to sell and convey the land, or (ii) to release the land)
			Freehold Owners or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
~~16-06 Cont'd~~						~~Elisabeth Adrienne Sidebottom Biggin Stud Farmhouse 49 Newmarket Road Fordham Ely Cambridgeshire CB7 5LL (in respect of rights of access)~~ ~~Harry Sidebottom Biggin Stud Farmhouse 49 Newmarket Road Fordham Ely Cambridgeshire CB7 5LL (in respect of rights of access and rights granted by a Transfer dated 7 March 1994)~~ ~~Drug Development Solutions Limited DDS Newmarket Road Fordham Ely CB7 5WW (in respect of rights of access)~~
16-07	Cable rights	Acquisition of rights over 23 square metres of hardstanding (east of Newmarket Road) (County of Cambridgeshire, District of East Cambridgeshire)	HPUT A Limited 250 Bishopsgate London EC2M 4AA HPUT B Limited 250 Bishopsgate London EC2M 4AA	None identified	The Occupier	Cadent Gas Limited Cadent Pilot Way Ansty Coventry CV7 9JU (in respect of rights granted by a Deed dated 15 September 1969)

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Part 1

Number on Plan	Category of Rights Sought (where relevant)	Description of Land	Category 1 (A person is within Category 1 if the applicant, after making diligent inquiry, knows that the person is an owner, lessee, tenant (whatever the tenancy period) or occupier of the land)			Category 2 (A person is within Category 2 if the applicant, after making diligent inquiry, knows that the person – (a) is interested in the land, or (b) has power – (i) to sell and convey the land, or (ii) to release the land)
			Freehold Owners or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
20-08	Cable rights	Acquisition of rights over ~~32740~~ 32731 square metres of field, agricultural land, overhead electricity lines, access track and drain (Anchor Lane Farm) (County of Cambridgeshire, District of East Cambridgeshire)	Paul Brown 48C North Street Burwell Cambridge Cambridgeshire CB25 0BA (trading as R Brown & Sons) John Brown 1 Weirs Drove Burwell Cambridge CB25 0BP	None identified	Paul Brown 48C North Street Burwell Cambridge Cambridgeshire CB25 0BA (trading as R Brown & Sons) John Brown 1 Weirs Drove Burwell Cambridge CB25 0BP	Eastern Power Networks plc Newington House 237 Southwark Bridge Road London SE1 6NP (in respect of apparatus) Lightsource SPV 115 Limited 7th Floor 33 Holborn London EC1N 2HT (in respect of rights granted by a Deed of Easement dated 14 February 2020) National Grid Electricity Transmission plc 1-3 Strand London WC2N 5EH (in respect of apparatus) Swaffham Internal Drainage Board The Drainage Office Main Street Prickwillow Ely Cambridgeshire CB7 4UN (in respect of drainage rights) UK Power Networks Limited Newington House 237 Southwark Bridge Road London SE1 6NP (in respect of apparatus)

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Part 1

Number on Plan	Category of Rights Sought (where relevant)	Description of Land	Category 1 (A person is within Category 1 if the applicant, after making diligent inquiry, knows that the person is an owner, lessee, tenant (whatever the tenancy period) or occupier of the land)			Category 2 (A person is within Category 2 if the applicant, after making diligent inquiry, knows that the person – (a) is interested in the land, or (b) has power – (i) to sell and convey the land, or (ii) to release the land)
			Freehold Owners or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
20-09	Cable rights	Acquisition of rights over ~~293~~ 287 square metres of drain and overhead electricity lines (north of Newnham Drove) (County of Cambridgeshire, District of East Cambridgeshire)	Graham David Reeve Hythe Farm House Hythe Lane Burwell Cambridge Cambridgeshire CB25 0EH (in respect of half width) Jacqueline Ruth Reeve Hythe Farm House Hythe Lane Burwell Cambridge Cambridgeshire CB25 0EH (in respect of half width) Paul Brown 48C North Street Burwell Cambridge Cambridgeshire CB25 0BA (trading as R Brown & Sons) (in respect of half width) John Brown 1 Weirs Drove Burwell Cambridge CB25 0BP Unknown	None identified	Unknown	Eastern Power Networks plc Newington House 237 Southwark Bridge Road London SE1 6NP (in respect of apparatus) Lightsource SPV 115 Limited 7th Floor 33 Holborn London EC1N 2HT (in respect of apparatus) National Grid Electricity Transmission plc 1-3 Strand London WC2N 5EH (in respect of apparatus) Swaffham Internal Drainage Board The Drainage Office Main Street Prickwillow Ely Cambridgeshire CB7 4UN (in respect of drainage rights) UK Power Networks Limited Newington House 237 Southwark Bridge Road London SE1 6NP (in respect of apparatus)

The Sunnica Energy Farm Order

Part 1

Number on Plan	Category of Rights Sought (where relevant)	Description of Land	Category 1 (A person is within Category 1 if the applicant, after making diligent inquiry, knows that the person is an owner, lessee, tenant (whatever the tenancy period) or occupier of the land)			Category 2 (A person is within Category 2 if the applicant, after making diligent inquiry, knows that the person – (a) is interested in the land, or (b) has power – (i) to sell and convey the land, or (ii) to release the land)
			Freehold Owners or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
20-10	Cable rights	Acquisition of rights over ~~26585~~ 21714 square metres of field, agricultural land, pylon and overhead electricity lines (Hythe Farm) (County of Cambridgeshire, District of East Cambridgeshire)	Graham David Reeve Hythe Farm House Hythe Lane Burwell Cambridge Cambridgeshire CB25 0EH Jacqueline Ruth Reeve Hythe Farm House Hythe Lane Burwell Cambridge Cambridgeshire CB25 0EH Unknown	None identified	The Occupier Hythe Farm House Hythe Lane Burwell Cambridge Cambridgeshire CB25 0EH	Church Commissioners for England 31 Great Smith Street London SW1P 3AZ (in respect of a Conveyance dated 12 November 1993) Eastern Power Networks plc Newington House 237 Southwark Bridge Road London SE1 6NP (in respect of rights granted by a Deed dated 16 November 2005) Energis Communications Limited Vodafone House The Connection Newbury Berkshire RG14 2FN (in respect of rights granted by a Deed of Grant dated 30 November 1994) Lightsource SPV 115 Limited 7th Floor 33 Holborn London EC1N 2HT (in respect of rights granted by a Deed dated 17 February 2020) National Grid Electricity Transmission plc 1-3 Strand London WC2N 5EH (in respect of apparatus)

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Part 1

Number on Plan	Category of Rights Sought (where relevant)	Description of Land	Category 1 (A person is within Category 1 if the applicant, after making diligent inquiry, knows that the person is an owner, lessee, tenant (whatever the tenancy period) or occupier of the land)			Category 2 (A person is within Category 2 if the applicant, after making diligent inquiry, knows that the person – (a) is interested in the land, or (b) has power – (i) to sell and convey the land, or (ii) to release the land)
			Freehold Owners or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
20-11	Cable rights~~N/A~~	Acquisition of rights over~~All interests and rights in 31908~~ 15734 square metres of field, agricultural land and overhead electricity lines (Hythe Farm) (County of Cambridgeshire, District of East Cambridgeshire)	Graham David Reeve Hythe Farm House Hythe Lane Burwell Cambridge Cambridgeshire CB25 0EH Jacqueline Ruth Reeve Hythe Farm House Hythe Lane Burwell Cambridge Cambridgeshire CB25 0EH Unknown	None identified	The Occupier Hythe Farm House Hythe Lane Burwell Cambridge Cambridgeshire CB25 0EH	Church Commissioners for England 31 Great Smith Street London SW1P 3AZ (in respect of a Conveyance dated 12 November 1993) Eastern Power Networks plc Newington House 237 Southwark Bridge Road London SE1 6NP (in respect of rights granted by a Deed dated 16 November 2005) Energis Communications Limited Vodafone House The Connection Newbury Berkshire RG14 2FN (in respect of rights granted by a Deed of Grant dated 30 November 1994) Lightsource SPV 115 Limited 7th Floor 33 Holborn London EC1N 2HT (in respect of rights granted by a Deed dated 17 February 2020) National Grid Electricity Transmission plc 1-3 Strand London WC2N 5EH (in respect of apparatus)

The Sunnica Energy Farm Order

Part 1

Number on Plan	Category of Rights Sought (where relevant)	Description of Land	Category 1 (A person is within Category 1 if the applicant, after making diligent inquiry, knows that the person is an owner, lessee, tenant (whatever the tenancy period) or occupier of the land)			Category 2 (A person is within Category 2 if the applicant, after making diligent inquiry, knows that the person – (a) is interested in the land, or (b) has power – (i) to sell and convey the land, or (ii) to release the land)
			Freehold Owners or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
20-12	~~N/A~~Cable Rights	Acquisition of rights over~~All interests and rights in~~ 58 square metres of verge, drain and overhead electricity lines (Newnham Drove) (County of Cambridgeshire, District of East Cambridgeshire)	Graham David Reeve Hythe Farm House Hythe Lane Burwell Cambridge Cambridgeshire CB25 0EH (in respect of subsoil up to half width of highway) Jacqueline Ruth Reeve Hythe Farm House Hythe Lane Burwell Cambridge Cambridgeshire CB25 0EH (in respect of subsoil up to half width of highway) Cambridgeshire County Council Shire Hall Castle Hill Cambridge CB3 OAP (in respect of adopted highway) National Grid Electricity Transmission plc 1-3 Strand London WC2N 5EH (in respect of subsoil up to half width of highway)	None identified	Cambridgeshire County Council Shire Hall Castle Hill Cambridge CB3 OAP (in respect of adopted highway)	Eastern Power Networks plc Newington House 237 Southwark Bridge Road London SE1 6NP (in respect of apparatus) National Grid Electricity Transmission plc 1-3 Strand London WC2N 5EH (in respect of apparatus) Swaffham Internal Drainage Board The Drainage Office Main Street Prickwillow Ely Cambridgeshire CB7 4UN (in respect of drainage rights)

The Sunnica Energy Farm Order

Part 1

Number on Plan	Category of Rights Sought (where relevant)	Description of Land	Category 1 (A person is within Category 1 if the applicant, after making diligent inquiry, knows that the person is an owner, lessee, tenant (whatever the tenancy period) or occupier of the land)			Category 2 (A person is within Category 2 if the applicant, after making diligent inquiry, knows that the person – (a) is interested in the land, or (b) has power – (i) to sell and convey the land, or (ii) to release the land)
			Freehold Owners or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
20-13	Substation connection rights and access rights	Acquisition of rights over ~~11539~~ 9655 square metres of public road, verges, drains and pylons and overhead electricity lines (Newnham Drove) (County of Cambridgeshire, District of East Cambridgeshire)	Graham David Reeve Hythe Farm House Hythe Lane Burwell Cambridge Cambridgeshire CB25 0EH (in respect of subsoil up to half width of highway) Henry John Hurrell 26 High Street Burwell Cambridge CB25 0HB (in respect of subsoil up to half width of highway) Jacqueline Ruth Reeve Hythe Farm House Hythe Lane Burwell Cambridge Cambridgeshire CB25 0EH (in respect of subsoil up to half width of highway) Cambridgeshire County Council Shire Hall Castle Hill Cambridge CB3 OAP (in respect of adopted highway)	None identified	Cambridgeshire County Council Shire Hall Castle Hill Cambridge CB3 OAP (in respect of adopted highway)	BT Group plc 1 Braham Street London E1 8EE (in respect of apparatus) Eastern Power Networks plc Newington House 237 Southwark Bridge Road London SE1 6NP (in respect of apparatus) Lightsource SPV 115 Limited 7th Floor 33 Holborn London EC1N 2HT (in respect of apparatus) National Grid Electricity Transmission plc 1-3 Strand London WC2N 5EH (in respect of apparatus) Openreach Limited Kelvin House 123 Judd Street London WC1H 9NP (in respect of apparatus)

The Sunnica Energy Farm Order

Part 1

Number on Plan	Category of Rights Sought (where relevant)	Description of Land	Category 1 (A person is within Category 1 if the applicant, after making diligent inquiry, knows that the person is an owner, lessee, tenant (whatever the tenancy period) or occupier of the land)			Category 2 (A person is within Category 2 if the applicant, after making diligent inquiry, knows that the person – (a) is interested in the land, or (b) has power – (i) to sell and convey the land, or (ii) to release the land)
			Freehold Owners or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
~~23-01~~	~~Crane rights~~	~~Acquisition of rights over 164 square metres of public road and footway (Isaacson Road)~~ ~~(County of Cambridgeshire, District of East Cambridgeshire)~~	~~Neil Dempster Burns 69 Isaacson Road Burwell Cambridge Cambridgeshire CB25 0AF (in respect of subsoil up to half width of highway)~~ ~~Patricia Burns 69 Isaacson Road Burwell Cambridge Cambridgeshire CB25 0AF (in respect of subsoil up to half width of highway)~~ ~~Michael John Smale 68 Isaacson Road Burwell Cambridge CB25 0AF (in respect of subsoil up to half width of highway)~~ ~~Sarah Louise Smale 68 Isaacson Road Burwell Cambridge CB25 0AF (in respect of subsoil up to half width of highway)~~	~~None identified~~	~~Cambridgeshire County Council Shire Hall Castle Hill Cambridge CB3 0AP (in respect of adopted highway)~~	~~None identified~~

The Sunnica Energy Farm Order

Part 1

Number on Plan	Category of Rights Sought (where relevant)	Description of Land	Category 1 (A person is within Category 1 if the applicant, after making diligent inquiry, knows that the person is an owner, lessee, tenant (whatever the tenancy period) or occupier of the land)			Category 2 (A person is within Category 2 if the applicant, after making diligent inquiry, knows that the person – (a) is interested in the land, or (b) has power – (i) to sell and convey the land, or (ii) to release the land)
			Freehold Owners or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
~~23-01 Cont'd~~			~~Cambridgeshire County Council Shire Hall Castle Hill Cambridge CB3 OAP (in respect of adopted highway)~~			

The Sunnica Energy Farm Order

Part 1

Number on Plan	Category of Rights Sought (where relevant)	Description of Land	Category 1 (A person is within Category 1 if the applicant, after making diligent inquiry, knows that the person is an owner, lessee, tenant (whatever the tenancy period) or occupier of the land)			Category 2 (A person is within Category 2 if the applicant, after making diligent inquiry, knows that the person – (a) is interested in the land, or (b) has power – (i) to sell and convey the land, or (ii) to release the land)
			Freehold Owners or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
24-01	Crane rights	Acquisition of rights over 410 square metres of public road, verges and hardstanding (Oxford Street and Swan Lane) (County of Suffolk, District of West Suffolk)	Allan Ernest Marshall 22 Hall Lane Burwell Cambridge Cambridgeshire CB25 0HE (in respect of subsoil up to half width of highway) Barbara Agnes Prentice Marshall 22 Hall Lane Burwell Cambridge Cambridgeshire CB25 0HE (in respect of subsoil up to half width of highway) Michael Heywood Kings Acre Leys Road Tostock Bury St. Edmunds Suffolk IP30 9PN (in respect of subsoil up to half width of highway) Carolyn Awdry Heywood Kings Acre Leys Road Tostock Bury St. Edmunds Suffolk IP30 9PN (in respect of subsoil up to half width of highway)	None identified	Suffolk County Council Endeavour House Russell Road Ipswich Suffolk IP1 2BX (in respect of adopted highway)	None identified

The Sunnica Energy Farm Order

Part 1

Number on Plan	Category of Rights Sought (where relevant)	Description of Land	Category 1 (A person is within Category 1 if the applicant, after making diligent inquiry, knows that the person is an owner, lessee, tenant (whatever the tenancy period) or occupier of the land)			Category 2 (A person is within Category 2 if the applicant, after making diligent inquiry, knows that the person – (a) is interested in the land, or (b) has power – (i) to sell and convey the land, or (ii) to release the land)
			Freehold Owners or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
~~24-01 Cont'd~~			~~Paul Charles Hardy~~ ~~Cypress Cottage~~ ~~Fordham Road~~ ~~Freckenham~~ ~~Bury St. Edmunds~~ ~~IP28 8JB~~ ~~(in respect of subsoil up to half width of highway)~~ ~~Apostolos Andreou~~ ~~Kapedes~~ ~~28 Octovriou Street~~ ~~Nicosia~~ ~~PS2645~~ ~~(in respect of subsoil up to half width of highway)~~ ~~Wendy Elizabeth Andreou~~ ~~Kapedes~~ ~~28 Octovriou Street~~ ~~Nicosia~~ ~~PS2645~~ ~~(in respect of subsoil up to half width of highway)~~ ~~Keith Miller~~ ~~2 Oxford Street~~ ~~Exning~~ ~~Newmarket~~ ~~Suffolk~~ ~~CB8 7EW~~ ~~(in respect of subsoil up to half width of highway)~~			

The Sunnica Energy Farm Order

Part 1

Number on Plan	Category of Rights Sought (where relevant)	Description of Land	Category 1 (A person is within Category 1 if the applicant, after making diligent inquiry, knows that the person is an owner, lessee, tenant (whatever the tenancy period) or occupier of the land)			Category 2 (A person is within Category 2 if the applicant, after making diligent inquiry, knows that the person – (a) is interested in the land, or (b) has power – (i) to sell and convey the land, or (ii) to release the land)
			Freehold Owners or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
~~24-01 Cont'd~~			~~Robert John Ellis~~ ~~Vine Cottage~~ ~~Oxford Street~~ ~~Exning~~ ~~Newmarket~~ ~~Suffolk~~ ~~CB8 7EW~~ ~~(in respect of subsoil up to half width of highway)~~ ~~Karen Suzanne Ellis~~ ~~Vine Cottage~~ ~~Oxford Street~~ ~~Exning~~ ~~Newmarket~~ ~~Suffolk~~ ~~CB8 7EW~~ ~~(in respect of subsoil up to half width of highway)~~ ~~Josephine T M Oreilly Meehan~~ ~~83 Chapel Street~~ ~~Exning~~ ~~Newmarket~~ ~~Suffolk~~ ~~CB8 7HB~~ ~~(in respect of half width of highway)~~ ~~Paul Dewey~~ ~~83 Chapel Street~~ ~~Exning~~ ~~Newmarket~~ ~~Suffolk~~ ~~CB8 7HB~~ ~~(in respect of half width of highway)~~			

The Sunnica Energy Farm Order

Part 1

Number on Plan	Category of Rights Sought (where relevant)	Description of Land	Category 1 (A person is within Category 1 if the applicant, after making diligent inquiry, knows that the person is an owner, lessee, tenant (whatever the tenancy period) or occupier of the land)			Category 2 (A person is within Category 2 if the applicant, after making diligent inquiry, knows that the person – (a) is interested in the land, or (b) has power – (i) to sell and convey the land, or (ii) to release the land)
			Freehold Owners or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
~~24-01 Cont'd~~			~~Suffolk County Council Endeavour House Russell Road Ipswich Suffolk IP1 2BX (in respect of adopted highway)~~ ~~Suffolk County Council Endeavour House Russell Road Ipswich Suffolk IP1 2BX (in respect of subsoil up to half width of highway)~~ ~~Unique Lettings & Property Management Limited 27 Fornham Road Bury St. Edmunds Suffolk IP32 6AW (in respect of subsoil up to half width of highway)~~ ~~Wellington Pub Company plc 73 Cornhill London England EC3V 3QQ~~			
~~24-02~~	~~Crane rights~~	~~Acquisition of rights over 548 square metres of public road and verge (Fordham Road)~~ ~~(County of Suffolk, District of West Suffolk)~~	~~National Highways Limited Bridge House 1 Walnut Tree Close Guildford Surrey GU1 4LZ~~	~~None identified~~	~~National Highways Limited Bridge House 1 Walnut Tree Close Guildford Surrey GU1 4LZ~~	~~None identified~~

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The Sunnica Energy Farm Order

Part 2

Number on Plan	Description of Land	Potential claims under section 10 of the Compulsory Purchase Act 1965, Part 1 of the Land Compensation Act 1973 or section 152(3) of the Planning Act 2008
15-05	Acquisition of rights overAll interests and rights in 205203 45870 square metres of fields, agricultural land, woodland and access tracks (Manor Farm) (County of Cambridgeshire, District of East Cambridgeshire)	David Norman Chastel De Boinville Walkern Hall Farm Walkern Hall Walkern Stevenage SG2 7HZ (in respect of rights granted by a Deed dated 7 May 1998) David William Barclay Desnage Lodge Higham Bury St. Edmunds IP28 6NU (in respect of rights granted by a Deed dated 7 May 1998) Willa Anne Philippa Bailey Plane Werrington Launceston PL15 9RW (in respect of rights reserved by a Conveyance dated 25 September 1985) Mills & Reeve Trust Corporation Limited 1 St. James Court Whitefriars Norwich NR3 1RU (in respect of rights are granted by a Deed dated 7 May 1998) South Staffordshire Water plc Estates Department Green Lane Walsall West Midlands WS2 7PD (in respect of apparatus)

The Sunnica Energy Farm Order

Part 2

Number on Plan	Description of Land	Potential claims under section 10 of the Compulsory Purchase Act 1965, Part 1 of the Land Compensation Act 1973 or section 152(3) of the Planning Act 2008
~~15-06~~	~~Acquisition of rights over 93 square metres of woodland (Manor Farm)~~ ~~(County of Cambridgeshire, District of East Cambridgeshire)~~	~~David Norman Chastel De Boinville~~ ~~Walkern Hall Farm~~ ~~Walkern Hall~~ ~~Walkern~~ ~~Stevenage~~ ~~SG2 7HZ~~ ~~(in respect of rights granted by a Deed dated 7 May 1998)~~ ~~David William Barclay~~ ~~Desnage Lodge~~ ~~Higham~~ ~~Bury St. Edmunds~~ ~~IP28 6NU~~ ~~(in respect of rights granted by a Deed dated 7 May 1998)~~ ~~Willa Anne Philippa Bailey~~ ~~Plane~~ ~~Werrington~~ ~~Launceston~~ ~~PL15 9RW~~ ~~(in respect of rights reserved by a Conveyance dated 25 September 1985)~~ ~~Mills & Reeve Trust Corporation Limited~~ ~~1 St. James Court~~ ~~Whitefriars~~ ~~Norwich~~ ~~NR3 1RU~~ ~~(in respect of rights are granted by a Deed dated 7 May 1998)~~

The Sunnica Energy Farm Order

Part 2

Number on Plan	Description of Land	Potential claims under section 10 of the Compulsory Purchase Act 1965, Part 1 of the Land Compensation Act 1973 or section 152(3) of the Planning Act 2008
~~15-07~~	~~Acquisition of rights over 2892 square metres of public road, verges, access splays and drain (Fordham Road)~~ ~~(County of Cambridgeshire, District of East Cambridgeshire)~~	~~Anglian Water Services Limited~~ ~~Lancaster House~~ ~~Lancaster Way~~ ~~Ermine Business Park~~ ~~Huntingdon~~ ~~PE29 6XU~~ ~~(in respect of apparatus)~~ ~~Swaffham Internal Drainage Board~~ ~~The Drainage Office~~ ~~Main Street~~ ~~Prickwillow~~ ~~Ely~~ ~~Cambridgeshire~~ ~~CB7 4UN~~ ~~(in respect of drainage rights)~~

The Sunnica Energy Farm Order

Part 2

Number on Plan	Description of Land	Potential claims under section 10 of the Compulsory Purchase Act 1965, Part 1 of the Land Compensation Act 1973 or section 152(3) of the Planning Act 2008
15-10	All interests and rights in 97754 square metres of fields, woodland, river, bed and banks thereof (River Snail), drains and access track (Manor Farm) (County of Cambridgeshire, District of East Cambridgeshire)	David Norman Chastel De Boinville Walkern Hall Farm Walkern Hall Walkern Stevenage SG2 7HZ (in respect of rights granted by a Deed of Grant dated 8 June 1998) David William Barclay Desnage Lodge Higham Bury St. Edmunds IP28 6NU (in respect of rights granted by a Deed of Grant dated 8 June 1998) Rebecca May Nicolle Chippenham Hall Chippenham Park Ely Cambridgeshire CB7 5PT (in respect of rights granted by a Deed of Gift dated 25 September 1985) Mills & Reeve Trust Corporation Limited 1 St. James Court Whitefriars Norwich NR3 1RU (in respect of rights granted by a Deed of Grant dated 8 June 1998) Swaffham Internal Drainage Board The Drainage Office Main Street Prickwillow Ely Cambridgeshire CB7 4UN (in respect of drainage rights) South Staffordshire Water plc Estates Department Green Lane Walsall West Midlands WS2 7PD (in respect of apparatus)

The Sunnica Energy Farm Order

Part 2

Number on Plan	Description of Land	Potential claims under section 10 of the Compulsory Purchase Act 1965, Part 1 of the Land Compensation Act 1973 or section 152(3) of the Planning Act 2008
15-12	Acquisition of rights overAll interests and rights in 292717 87414 square metres of field, agricultural land, woodland, river, bed and banks thereof (River Snail), drain, and access tracks andpond (Manor Farm) (County of Cambridgeshire, District of East Cambridgeshire)	David Norman Chastel De Boinville Walkern Hall Farm Walkern Hall Walkern Stevenage SG2 7HZ (in respect of rights granted by a Deed of Grant dated 8 June 1998) David William Barclay Desnage Lodge Higham Bury St. Edmunds IP28 6NU (in respect of rights granted by a Deed of Grant dated 8 June 1998) Rebecca May Nicolle Chippenham Hall Chippenham Park Ely Cambridgeshire CB7 5PT (in respect of rights granted by a Deed of Gift dated 25 September 1985) Mills & Reeve Trust Corporation Limited 1 St. James Court Whitefriars Norwich NR3 1RU (in respect of rights granted by a Deed of Grant dated 8 June 1998) Swaffham Internal Drainage Board The Drainage Office Main Street Prickwillow Ely Cambridgeshire CB7 4UN (in respect of drainage rights)

The Sunnica Energy Farm Order

Part 2

Number on Plan	Description of Land	Potential claims under section 10 of the Compulsory Purchase Act 1965, Part 1 of the Land Compensation Act 1973 or section 152(3) of the Planning Act 2008
16-01	Acquisition of rights over~~All interests and rights in 60736~~ 18496 square metres of field and agricultural land(Manor Farm) (County of Cambridgeshire, District of East Cambridgeshire)	David Norman Chastel De Boinville Walkern Hall Farm Walkern Hall Walkern Stevenage SG2 7HZ (in respect of rights granted by a Deed of Grant dated 8 June 1998) David William Barclay Desnage Lodge Higham Bury St. Edmunds IP28 6NU (in respect of rights granted by a Deed of Grant dated 8 June 1998) Rebecca May Nicolle Chippenham Hall Chippenham Park Ely Cambridgeshire CB7 5PT (in respect of rights granted by a Deed of Gift dated 25 September 1985) Mills & Reeve Trust Corporation Limited 1 St. James Court Whitefriars Norwich NR3 1RU (in respect of rights granted by a Deed of Grant dated 8 June 1998)

The Sunnica Energy Farm Order

Part 2

Number on Plan	Description of Land	Potential claims under section 10 of the Compulsory Purchase Act 1965, Part 1 of the Land Compensation Act 1973 or section 152(3) of the Planning Act 2008
16-04	Acquisition of rights over ~~13006~~ 11078 square metres of open space, ~~car park,~~woodland, access tracks and drain (east of A142) (County of Cambridgeshire, District of East Cambridgeshire)	Elisabeth Adrienne Sidebottom Biggin Stud Farmhouse 49 Newmarket Road Fordham Ely Cambridgeshire CB7 5LL (in respect of rights of access) Harry Sidebottom Biggin Stud Farmhouse 49 Newmarket Road Fordham Ely Cambridgeshire CB7 5LL (in respect of rights of access and rights granted by a Transfer dated 7 March 1994) Anglian Water Services Limited Lancaster House Lancaster Way Ermine Business Park Huntingdon PE29 6XU (in respect of apparatus) LGC Bioresearch Limited LGC Queens Road Teddington TW11 0LY (in respect of rights granted by an Agreement dated 18 June 2012) LGC Limited LGC Queens Road Teddington TW11 0LY (in respect of rights granted by an Agreement dated 3 August 2012)

The Sunnica Energy Farm Order

Part 2

Number on Plan	Description of Land	Potential claims under section 10 of the Compulsory Purchase Act 1965, Part 1 of the Land Compensation Act 1973 or section 152(3) of the Planning Act 2008
~~16-05~~	~~Acquisition of rights over 2772 square metres of private road (Unnamed Road) and car park (east of A142)~~ ~~(County of Cambridgeshire, District of East Cambridgeshire)~~	~~Anglian Water Services Limited~~ ~~Lancaster House~~ ~~Lancaster Way~~ ~~Ermine Business Park~~ ~~Huntingdon~~ ~~PE29 6XU~~ ~~(in respect of apparatus)~~ ~~LGC Bioresearch Limited~~ ~~LGC~~ ~~Queens Road~~ ~~Teddington~~ ~~TW11 0LY~~ ~~(in respect of rights of access)~~ ~~LGC Limited~~ ~~LGC~~ ~~Queens Road~~ ~~Teddington~~ ~~TW11 0LY~~ ~~(in respect of rights of access)~~ ~~Cadent Gas Limited~~ ~~Cadent~~ ~~Pilot Way~~ ~~Ansty~~ ~~Coventry~~ ~~CV7 9JU~~ ~~(in respect of rights granted by a Deed dated 15 September 1969)~~ ~~Openreach Limited~~ ~~Kelvin House~~ ~~123 Judd Street~~ ~~London~~ ~~WC1H 9NP~~ ~~(in respect of apparatus)~~

The Sunnica Energy Farm Order

Part 2

Number on Plan	Description of Land	Potential claims under section 10 of the Compulsory Purchase Act 1965, Part 1 of the Land Compensation Act 1973 or section 152(3) of the Planning Act 2008
~~16-05 Cont'd~~		~~BT Group plc~~ ~~81 Newgate Street~~ ~~London~~ ~~EC1A 7AJ~~ ~~(in respect of apparatus)~~ ~~Drug Development Solutions Limited~~ ~~DDS~~ ~~Newmarket Road~~ ~~Fordham~~ ~~Ely~~ ~~CB7 5WW~~ ~~(in respect of rights of access)~~

The Sunnica Energy Farm Order

Part 2

Number on Plan	Description of Land	Potential claims under section 10 of the Compulsory Purchase Act 1965, Part 1 of the Land Compensation Act 1973 or section 152(3) of the Planning Act 2008
16-06	Acquisition of rights over 1224 square metres of private road and footway (Unnamed Road) (east of A142) (County of Cambridgeshire, District of East Cambridgeshire)	Elisabeth Adrienne Sidebottom Biggin Stud Farmhouse 49 Newmarket Road Fordham Ely Cambridgeshire CB7 5LL (in respect of rights of access) Harry Sidebottom Biggin Stud Farmhouse 49 Newmarket Road Fordham Ely Cambridgeshire CB7 5LL (in respect of rights of access and rights granted by a Transfer dated 7 March 1994) LGC Bioresearch Limited LGC Queens Road Teddington TW11 0LY (in respect of rights of access) LGC Limited LGC Queens Road Teddington TW11 0LY (in respect of rights of access) National Grid Gas plc 1-3 Strand London WC2N 5EH (in respect of rights granted by a Deed dated 15 September 1969) Openreach Limited Kelvin House 123 Judd Street London WC1H 9NP (in respect of rights of access)

The Sunnica Energy Farm Order

Part 2

Number on Plan	Description of Land	Potential claims under section 10 of the Compulsory Purchase Act 1965, Part 1 of the Land Compensation Act 1973 or section 152(3) of the Planning Act 2008
~~16-06 Cont'd~~		~~BT Group plc~~ ~~BT Centre~~ ~~81 Newgate Street~~ ~~London~~ ~~EC1A 7AJ~~ ~~(in respect of apparatus)~~ ~~South Staffordshire Water plc~~ ~~Estates Department~~ ~~Green Lane~~ ~~Walsall~~ ~~West Midlands~~ ~~WS2 7PD~~ ~~(in respect of apparatus)~~ ~~Drug Development Solutions Limited~~ ~~DDS~~ ~~Newmarket Road~~ ~~Fordham~~ ~~Ely~~ ~~CB7 5WW~~ ~~(in respect of rights of access)~~
16-07	Acquisition of rights over 23 square metres of hardstanding (east of Newmarket Road) (County of Cambridgeshire, District of East Cambridgeshire)	Cadent Gas Limited Cadent Pilot Way Ansty Coventry CV7 9JU (in respect of rights granted by a Deed dated 15 September 1969)
16-08	Acquisition of rights over 20196 square metres of fields, woodland, drain and access tracks (east of Newmarket Road) (County of Cambridgeshire, District of East Cambridgeshire)	Swaffham Internal Drainage Board The Drainage Office Main Street Prickwillow Ely Cambridgeshire CB7 4UN (in respect of drainage rights)

The Sunnica Energy Farm Order

Part 2

Number on Plan	Description of Land	Potential claims under section 10 of the Compulsory Purchase Act 1965, Part 1 of the Land Compensation Act 1973 or section 152(3) of the Planning Act 2008
20-08	Acquisition of rights over ~~32740~~ 32731 square metres of field, agricultural land, overhead electricity lines, access track and drain (Anchor Lane Farm) (County of Cambridgeshire, District of East Cambridgeshire)	Eastern Power Networks plc Newington House 237 Southwark Bridge Road London SE1 6NP (in respect of apparatus) Lightsource SPV 115 Limited 7th Floor 33 Holborn London EC1N 2HT (in respect of rights granted by a Deed of Easement dated 14 February 2020) National Grid Electricity Transmission plc 1-3 Strand London WC2N 5EH (in respect of apparatus) UK Power Networks Limited Newington House 237 Southwark Bridge Road London SE1 6NP (in respect of apparatus) Swaffham Internal Drainage Board The Drainage Office Main Street Prickwillow Ely Cambridgeshire CB7 4UN (in respect of drainage rights)

The Sunnica Energy Farm Order

Part 2

Number on Plan	Description of Land	Potential claims under section 10 of the Compulsory Purchase Act 1965, Part 1 of the Land Compensation Act 1973 or section 152(3) of the Planning Act 2008
20-09	Acquisition of rights over ~~293~~ 287 square metres of drain and overhead electricity lines (north of Newnham Drove) (County of Cambridgeshire, District of East Cambridgeshire)	Eastern Power Networks plc Newington House 237 Southwark Bridge Road London SE1 6NP (in respect of apparatus) Lightsource SPV 115 Limited 7th Floor 33 Holborn London EC1N 2HT (in respect of apparatus) National Grid Electricity Transmission plc 1-3 Strand London WC2N 5EH (in respect of apparatus) UK Power Networks Limited Newington House 237 Southwark Bridge Road London SE1 6NP (in respect of apparatus) Swaffham Internal Drainage Board The Drainage Office Main Street Prickwillow Ely Cambridgeshire CB7 4UN (in respect of drainage rights)

The Sunnica Energy Farm Order

Part 2

Number on Plan	Description of Land	Potential claims under section 10 of the Compulsory Purchase Act 1965, Part 1 of the Land Compensation Act 1973 or section 152(3) of the Planning Act 2008
20-10	Acquisition of rights over ~~26585~~ 21714 square metres of field, agricultural land, pylon and overhead electricity lines (Hythe Farm) (County of Cambridgeshire, District of East Cambridgeshire)	Eastern Power Networks plc Newington House 237 Southwark Bridge Road London SE1 6NP (in respect of rights granted by a Deed dated 16 November 2005) Lightsource SPV 115 Limited 7th Floor 33 Holborn London EC1N 2HT (in respect of rights granted by a Deed dated 17 February 2020) National Grid Electricity Transmission plc 1-3 Strand London WC2N 5EH (in respect of apparatus) UK Power Networks Limited Newington House 237 Southwark Bridge Road London SE1 6NP (in respect of apparatus) Vodafone Limited Vodafone House The Connection Newbury Berkshire RG14 2FN (in respect of rights granted by a Deed dated 30 November 1994) Energis Communications Limited Vodafone House The Connection Newbury Berkshire RG14 2FN (in respect of rights granted by a Deed of Grant dated 30 November 1994)

The Sunnica Energy Farm Order

Part 2

Number on Plan	Description of Land	Potential claims under section 10 of the Compulsory Purchase Act 1965, Part 1 of the Land Compensation Act 1973 or section 152(3) of the Planning Act 2008
20-11	Acquisition of rights over~~All interests and rights in 31908~~ 15734 square metres of field, agricultural land and overhead electricity lines (Hythe Farm) (County of Cambridgeshire, District of East Cambridgeshire)	Eastern Power Networks plc Newington House 237 Southwark Bridge Road London SE1 6NP (in respect of rights granted by a Deed dated 16 November 2005) Lightsource SPV 115 Limited 7th Floor 33 Holborn London EC1N 2HT (in respect of rights granted by a Deed dated 17 February 2020) National Grid Electricity Transmission plc 1-3 Strand London WC2N 5EH (in respect of apparatus) UK Power Networks Limited Newington House 237 Southwark Bridge Road London SE1 6NP (in respect of apparatus) Vodafone Limited Vodafone House The Connection Newbury Berkshire RG14 2FN (in respect of rights granted by a Deed dated 30 November 1994) Energis Communications Limited Vodafone House The Connection Newbury Berkshire RG14 2FN (in respect of rights granted by a Deed of Grant dated 30 November 1994)

The Sunnica Energy Farm Order

Part 2

Number on Plan	Description of Land	Potential claims under section 10 of the Compulsory Purchase Act 1965, Part 1 of the Land Compensation Act 1973 or section 152(3) of the Planning Act 2008
20-11 Cont'd		Church Commissioners for England 31 Great Smith Street London SW1P 3AZ (in respect of a Conveyance dated 12 November 1993)
20-12	Acquisition of rights over~~All interests and rights in~~ 58 square metres of verge, drain and overhead electricity lines (Newnham Drove) (County of Cambridgeshire, District of East Cambridgeshire)	Eastern Power Networks plc Newington House 237 Southwark Bridge Road London SE1 6NP (in respect of apparatus) National Grid Electricity Transmission plc 1-3 Strand London WC2N 5EH (in respect of apparatus) Swaffham Internal Drainage Board The Drainage Office Main Street Prickwillow Ely Cambridgeshire CB7 4UN (in respect of drainage rights)

The Sunnica Energy Farm Order

Part 2

Number on Plan	Description of Land	Potential claims under section 10 of the Compulsory Purchase Act 1965, Part 1 of the Land Compensation Act 1973 or section 152(3) of the Planning Act 2008
20-13	Acquisition of rights over ~~11539~~ 9655 square metres of public road, verges, drains and pylons and overhead electricity lines (Newnham Drove) (County of Cambridgeshire, District of East Cambridgeshire)	Eastern Power Networks plc Newington House 237 Southwark Bridge Road London SE1 6NP (in respect of apparatus) Lightsource SPV 115 Limited 7th Floor 33 Holborn London EC1N 2HT (in respect of apparatus) National Grid Electricity Transmission plc 1-3 Strand London WC2N 5EH (in respect of apparatus) UK Power Networks Limited Newington House 237 Southwark Bridge Road London SE1 6NP (in respect of apparatus) Openreach Limited Kelvin House 123 Judd Street London WC1H 9NP (in respect of apparatus) Swaffham Internal Drainage Board The Drainage Office Main Street Prickwillow Ely Cambridgeshire CB7 4UN (in respect of drainage rights)

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The Sunnica Energy Farm Order

Part 3

Number on Plan	Description of Land	Persons entitled to enjoy easements or other private rights over land (including private rights of navigation over water) which it is proposed to extinguish, suspend or interfere with
15-05	Acquisition of rights over~~All interests and rights in 205203~~ 45870 square metres of fields, agricultural land, woodland and access tracks (Manor Farm) (County of Cambridgeshire, District of East Cambridgeshire)	David Norman Chastel De Boinville Walkern Hall Farm Walkern Hall Walkern Stevenage SG2 7HZ (in respect of rights granted by a Deed dated 7 May 1998) David William Barclay Desnage Lodge Higham Bury St. Edmunds IP28 6NU (in respect of rights granted by a Deed dated 7 May 1998) Willa Anne Philippa Bailey Plane Werrington Launceston PL15 9RW (in respect of rights reserved by a Conveyance dated 25 September 1985) Mills & Reeve Trust Corporation Limited 1 St. James Court Whitefriars Norwich NR3 1RU (in respect of rights are granted by a Deed dated 7 May 1998) South Staffordshire Water plc Estates Department Green Lane Walsall West Midlands WS2 7PD (in respect of apparatus)

The Sunnica Energy Farm Order

Part 3

Number on Plan	Description of Land	Persons entitled to enjoy easements or other private rights over land (including private rights of navigation over water) which it is proposed to extinguish, suspend or interfere with
~~15-06~~	~~Acquisition of rights over 93 square metres of woodland (Manor Farm)~~ ~~(County of Cambridgeshire, District of East Cambridgeshire)~~	~~David Norman Chastel De Boinville~~ ~~Walkern Hall Farm~~ ~~Walkern Hall~~ ~~Walkern~~ ~~Stevenage~~ ~~SG2 7HZ~~ ~~(in respect of rights granted by a Deed dated 7 May 1998)~~ ~~David William Barclay~~ ~~Desnage Lodge~~ ~~Higham~~ ~~Bury St. Edmunds~~ ~~IP28 6NU~~ ~~(in respect of rights granted by a Deed dated 7 May 1998)~~ ~~Willa Anne Philippa Bailey~~ ~~Plane~~ ~~Werrington~~ ~~Launceston~~ ~~PL15 9RW~~ ~~(in respect of rights reserved by a Conveyance dated 25 September 1985)~~ ~~Mills & Reeve Trust Corporation Limited~~ ~~1 St. James Court~~ ~~Whitefriars~~ ~~Norwich~~ ~~NR3 1RU~~ ~~(in respect of rights are granted by a Deed dated 7 May 1998)~~

The Sunnica Energy Farm Order

Part 3

Number on Plan	Description of Land	Persons entitled to enjoy easements or other private rights over land (including private rights of navigation over water) which it is proposed to extinguish, suspend or interfere with
~~15-07~~	~~Acquisition of rights over 2892 square metres of public road, verges, access splays and drain (Fordham Road)~~ ~~(County of Cambridgeshire, District of East Cambridgeshire)~~	~~Anglian Water Services Limited~~ ~~Lancaster House~~ ~~Lancaster Way~~ ~~Ermine Business Park~~ ~~Huntingdon~~ ~~PE29 6XU~~ ~~(in respect of apparatus)~~ ~~Swaffham Internal Drainage Board~~ ~~The Drainage Office~~ ~~Main Street~~ ~~Prickwillow~~ ~~Ely~~ ~~CB7 4UN~~ ~~(in respect of drainage rights)~~

The Sunnica Energy Farm Order

Part 3

Number on Plan	Description of Land	Persons entitled to enjoy easements or other private rights over land (including private rights of navigation over water) which it is proposed to extinguish, suspend or interfere with
15-10	All interests and rights in 97754 square metres of fields, woodland, river, bed and banks thereof (River Snail), drains and access track (Manor Farm) (County of Cambridgeshire, District of East Cambridgeshire)	David Norman Chastel De Boinville Walkern Hall Farm Walkern Hall Walkern Stevenage SG2 7HZ (in respect of rights granted by a Deed of Grant dated 8 June 1998) David William Barclay Desnage Lodge Higham Bury St. Edmunds IP28 6NU (in respect of rights granted by a Deed of Grant dated 8 June 1998) Rebecca May Nicolle Chippenham Hall Chippenham Park Ely CB7 5PT (in respect of rights granted by a Deed of Gift dated 25 September 1985) Mills & Reeve Trust Corporation Limited 1 St. James Court Whitefriars Norwich NR3 1RU (in respect of rights granted by a Deed of Grant dated 8 June 1998) Swaffham Internal Drainage Board The Drainage Office Main Street Prickwillow Ely CB7 4UN (in respect of drainage rights) South Staffordshire Water plc Estates Department Green Lane Walsall West Midlands WS2 7PD (in respect of apparatus)

The Sunnica Energy Farm Order

Part 3

Number on Plan	Description of Land	Persons entitled to enjoy easements or other private rights over land (including private rights of navigation over water) which it is proposed to extinguish, suspend or interfere with
15-12	Acquisition of rights overAll interests and rights in 292717 87414 square metres of field, agricultural land, woodland, river, bed and banks thereof (River Snail), drain, and access tracks andpond (Manor Farm) (County of Cambridgeshire, District of East Cambridgeshire)	David Norman Chastel De Boinville Walkern Hall Farm Walkern Hall Walkern Stevenage SG2 7HZ (in respect of rights granted by a Deed of Grant dated 8 June 1998) David William Barclay Desnage Lodge Higham Bury St. Edmunds IP28 6NU (in respect of rights granted by a Deed of Grant dated 8 June 1998) Rebecca May Nicolle Chippenham Hall Chippenham Park Ely CB7 5PT (in respect of rights granted by a Deed of Gift dated 25 September 1985) Mills & Reeve Trust Corporation Limited 1 St. James Court Whitefriars Norwich NR3 1RU (in respect of rights granted by a Deed of Grant dated 8 June 1998) Swaffham Internal Drainage Board The Drainage Office Main Street Prickwillow Ely CB7 4UN (in respect of drainage rights)

The Sunnica Energy Farm Order

Part 3

Number on Plan	Description of Land	Persons entitled to enjoy easements or other private rights over land (including private rights of navigation over water) which it is proposed to extinguish, suspend or interfere with
16-01	Acquisition of rights over~~All interests and rights in 60736~~ 18496 square metres of field and agricultural land (Manor Farm) (County of Cambridgeshire, District of East Cambridgeshire)	David Norman Chastel De Boinville Walkern Hall Farm Walkern Hall Walkern Stevenage SG2 7HZ (in respect of rights granted by a Deed of Grant dated 8 June 1998) David William Barclay Desnage Lodge Higham Bury St. Edmunds IP28 6NU (in respect of rights granted by a Deed of Grant dated 8 June 1998) Rebecca May Nicolle Chippenham Hall Chippenham Park Ely CB7 5PT (in respect of rights granted by a Deed of Gift dated 25 September 1985) Mills & Reeve Trust Corporation Limited 1 St. James Court Whitefriars Norwich NR3 1RU (in respect of rights granted by a Deed of Grant dated 8 June 1998)

The Sunnica Energy Farm Order

Part 3

Number on Plan	Description of Land	Persons entitled to enjoy easements or other private rights over land (including private rights of navigation over water) which it is proposed to extinguish, suspend or interfere with
16-04	Acquisition of rights over ~~13006~~ 11078 square metres of open space, ~~car park,~~ woodland, access tracks and drain (east of A142) (County of Cambridgeshire, District of East Cambridgeshire)	Elisabeth Adrienne Sidebottom Biggin Stud Farmhouse 49 Newmarket Road Fordham Ely CB7 5LL (in respect of rights of access) Harry Sidebottom Biggin Stud Farmhouse 49 Newmarket Road Fordham Ely CB7 5LL (in respect of rights of access and rights granted by a Transfer dated 7 March 1994) Anglian Water Services Limited Lancaster House Lancaster Way Ermine Business Park Huntingdon PE29 6XU (in respect of apparatus) LGC Bioresearch Limited LGC Queens Road Teddington TW11 0LY (in respect of rights granted by an Agreement dated 18 June 2012) LGC Limited LGC Queens Road Teddington TW11 0LY (in respect of rights granted by an Agreement dated 3 August 2012)

The Sunnica Energy Farm Order

Part 3

Number on Plan	Description of Land	Persons entitled to enjoy easements or other private rights over land (including private rights of navigation over water) which it is proposed to extinguish, suspend or interfere with
~~16-05~~	~~Acquisition of rights over 2772 square metres of private road (Unnamed Road) and car park (east of A142)~~ ~~(County of Cambridgeshire, District of East Cambridgeshire)~~	~~Anglian Water Services Limited~~ ~~Lancaster House~~ ~~Lancaster Way~~ ~~Ermine Business Park~~ ~~Huntingdon~~ ~~PE29 6XU~~ ~~(in respect of apparatus)~~ ~~LGC Bioresearch Limited~~ ~~LGC~~ ~~Queens Road~~ ~~Teddington~~ ~~TW11 0LY~~ ~~(in respect of rights of access)~~ ~~LGC Limited~~ ~~LGC~~ ~~Queens Road~~ ~~Teddington~~ ~~TW11 0LY~~ ~~(in respect of rights of access)~~ ~~Cadent Gas Limited~~ ~~Cadent~~ ~~Pilot Way~~ ~~Ansty~~ ~~Coventry~~ ~~CV7 9JU~~ ~~(in respect of rights granted by a Deed dated 15 September 1969)~~ ~~Openreach Limited~~ ~~Kelvin House~~ ~~123 Judd Street~~ ~~London~~ ~~WC1H 9NP~~ ~~(in respect of apparatus)~~

The Sunnica Energy Farm Order

Part 3

Number on Plan	Description of Land	Persons entitled to enjoy easements or other private rights over land (including private rights of navigation over water) which it is proposed to extinguish, suspend or interfere with
~~16-05 Cont'd~~		~~BT Group plc~~ ~~BT Centre~~ ~~81 Newgate Street~~ ~~London~~ ~~EC1A 7AJ~~ ~~(in respect of apparatus)~~ ~~Drug Development Solutions Limited~~ ~~DDS~~ ~~Newmarket Road~~ ~~Fordham~~ ~~Ely~~ ~~CB7 5WW~~ ~~(in respect of rights of access)~~

The Sunnica Energy Farm Order

Part 3

Number on Plan	Description of Land	Persons entitled to enjoy easements or other private rights over land (including private rights of navigation over water) which it is proposed to extinguish, suspend or interfere with
16-06	Acquisition of rights over 1224 square metres of private road and footway (Unnamed Road) (east of A142) (County of Cambridgeshire, District of East Cambridgeshire)	Elisabeth Adrienne Sidebottom Biggin Stud Farmhouse 49 Newmarket Road Fordham Ely CB7 5LL (in respect of rights of access) Harry Sidebottom Biggin Stud Farmhouse 49 Newmarket Road Fordham Ely CB7 5LL (in respect of rights of access and rights granted by a Transfer dated 7 March 1994) LGC Bioresearch Limited LGC Queens Road Teddington TW11 0LY (in respect of rights of access) LGC Limited LGC Queens Road Teddington TW11 0LY (in respect of rights of access) National Grid Gas plc 1-3 Strand London WC2N 5EH (in respect of rights granted by a Deed dated 15 September 1969) Openreach Limited Kelvin House 123 Judd Street London WC1H 9NP (in respect of apparatus)

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Part 3

Number on Plan	Description of Land	Persons entitled to enjoy easements or other private rights over land (including private rights of navigation over water) which it is proposed to extinguish, suspend or interfere with
~~16-06 Cont'd~~		~~BT Group plc~~ ~~BT Centre~~ ~~81 Newgate Street~~ ~~London~~ ~~EC1A 7AJ~~ ~~(in respect of apparatus)~~ ~~South Staffordshire Water plc~~ ~~Estates Department~~ ~~Green Lane~~ ~~Walsall~~ ~~West Midlands~~ ~~WS2 7PD~~ ~~(in respect of apparatus)~~ ~~Drug Development Solutions Limited~~ ~~DDS~~ ~~Newmarket Road~~ ~~Fordham~~ ~~Ely~~ ~~CB7 5WW~~ ~~(in respect of rights of access)~~
16-07	Acquisition of rights over 23 square metres of hardstanding (east of Newmarket Road) (County of Cambridgeshire, District of East Cambridgeshire)	Cadent Gas Limited Cadent Pilot Way Ansty Coventry CV7 9JU (in respect of rights granted by a Deed dated 15 September 1969)
16-08	Acquisition of rights over 20196 square metres of fields, woodland, drain and access tracks (east of Newmarket Road) (County of Cambridgeshire, District of East Cambridgeshire)	Swaffham Internal Drainage Board The Drainage Office Main Street Prickwillow Ely CB7 4UN (in respect of drainage rights)
16-09	Acquisition of rights over 18235 square metres of field, agricultural land, woodland and access track (east of Newmarket Road) (County of Cambridgeshire, District of East Cambridgeshire)	National Grid Gas plc 1-3 Strand London WC2N 5EH (in respect of rights granted by a Deed dated 15 September 1969)

The Sunnica Energy Farm Order

Part 3

Number on Plan	Description of Land	Persons entitled to enjoy easements or other private rights over land (including private rights of navigation over water) which it is proposed to extinguish, suspend or interfere with
20-08	Acquisition of rights over ~~32740~~ 32731 square metres of field, agricultural land, overhead electricity lines, access track and drain (Anchor Lane Farm) (County of Cambridgeshire, District of East Cambridgeshire)	Eastern Power Networks plc Newington House 237 Southwark Bridge Road London SE1 6NP (in respect of apparatus) Lightsource SPV 115 Limited 7th Floor 33 Holborn London EC1N 2HT (in respect of rights granted by a Deed of Easement dated 14 February 2020) National Grid Electricity Transmission plc 1-3 Strand London WC2N 5EH (in respect of apparatus) UK Power Networks Limited Newington House 237 Southwark Bridge Road London SE1 6NP (in respect of apparatus) Swaffham Internal Drainage Board The Drainage Office Main Street Prickwillow Ely CB7 4UN (in respect of drainage rights)

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Part 3

Number on Plan	Description of Land	Persons entitled to enjoy easements or other private rights over land (including private rights of navigation over water) which it is proposed to extinguish, suspend or interfere with
20-09	Acquisition of rights over ~~293~~ 287 square metres of drain and overhead electricity lines (north of Newnham Drove) (County of Cambridgeshire, District of East Cambridgeshire)	Eastern Power Networks plc Newington House 237 Southwark Bridge Road London SE1 6NP (in respect of apparatus) Lightsource SPV 115 Limited 7th Floor 33 Holborn London EC1N 2HT (in respect of apparatus) National Grid Electricity Transmission plc 1-3 Strand London WC2N 5EH (in respect of apparatus) UK Power Networks Limited Newington House 237 Southwark Bridge Road London SE1 6NP (in respect of apparatus) Swaffham Internal Drainage Board The Drainage Office Main Street Prickwillow Ely CB7 4UN (in respect of drainage rights)

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Part 3

Number on Plan	Description of Land	Persons entitled to enjoy easements or other private rights over land (including private rights of navigation over water) which it is proposed to extinguish, suspend or interfere with
20-10	Acquisition of rights over ~~26585~~ 21714 square metres of field, agricultural land, pylon and overhead electricity lines (Hythe Farm) (County of Cambridgeshire, District of East Cambridgeshire)	Eastern Power Networks plc Newington House 237 Southwark Bridge Road London SE1 6NP (in respect of rights granted by a Deed dated 16 November 2005) Lightsource SPV 115 Limited 7th Floor 33 Holborn London EC1N 2HT (in respect of rights granted by a Deed dated 17 February 2020) National Grid Electricity Transmission plc 1-3 Strand London WC2N 5EH (in respect of apparatus) UK Power Networks Limited Newington House 237 Southwark Bridge Road London SE1 6NP (in respect of apparatus) Vodafone Limited Vodafone House The Connection Newbury RG14 2FN (in respect of rights granted by a Deed dated 30 November 1994) Energis Communications Limited Vodafone House The Connection Newbury RG14 2FN (in respect of rights granted by a Deed of Grant dated 30 November 1994)

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Part 3

Number on Plan	Description of Land	Persons entitled to enjoy easements or other private rights over land (including private rights of navigation over water) which it is proposed to extinguish, suspend or interfere with
20-11	Acquisition of rights overAll interests and rights in 31908 15734 square metres of field, agricultural land and overhead electricity lines (Hythe Farm) (County of Cambridgeshire, District of East Cambridgeshire)	Eastern Power Networks plc Newington House 237 Southwark Bridge Road London SE1 6NP (in respect of rights granted by a Deed dated 16 November 2005) Lightsource SPV 115 Limited 7th Floor 33 Holborn London EC1N 2HT (in respect of rights granted by a Deed dated 17 February 2020) National Grid Electricity Transmission plc 1-3 Strand London WC2N 5EH (in respect of apparatus) UK Power Networks Limited Newington House 237 Southwark Bridge Road London SE1 6NP (in respect of apparatus) Vodafone Limited Vodafone House The Connection Newbury RG14 2FN (in respect of rights granted by a Deed dated 30 November 1994) Energis Communications Limited Vodafone House The Connection Newbury RG14 2FN (in respect of rights granted by a Deed of Grant dated 30 November 1994)

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Part 3

Number on Plan	Description of Land	Persons entitled to enjoy easements or other private rights over land (including private rights of navigation over water) which it is proposed to extinguish, suspend or interfere with
20-11 Cont'd		Church Commissioners for England 31 Great Smith Street London SW1P 3AZ (in respect of a Conveyance dated 12 November 1993)
20-12	Acquisition of rights over~~All interests and rights in~~ 58 square metres of verge, drain and overhead electricity lines (Newnham Drove) (County of Cambridgeshire, District of East Cambridgeshire)	Eastern Power Networks plc Newington House 237 Southwark Bridge Road London SE1 6NP (in respect of apparatus) National Grid Electricity Transmission plc 1-3 Strand London WC2N 5EH (in respect of apparatus) Swaffham Internal Drainage Board The Drainage Office Main Street Prickwillow Ely CB7 4UN (in respect of drainage rights)

The Sunnica Energy Farm Order

Part 3

Number on Plan	Description of Land	Persons entitled to enjoy easements or other private rights over land (including private rights of navigation over water) which it is proposed to extinguish, suspend or interfere with
20-13	Acquisition of rights over ~~11539~~ 9655 square metres of public road, verges, drains and pylons and overhead electricity lines (Newnham Drove) (County of Cambridgeshire, District of East Cambridgeshire)	Eastern Power Networks plc Newington House 237 Southwark Bridge Road London SE1 6NP (in respect of apparatus) Lightsource SPV 115 Limited 7th Floor 33 Holborn London EC1N 2HT (in respect of apparatus) National Grid Electricity Transmission plc 1-3 Strand London WC2N 5EH (in respect of apparatus) UK Power Networks Limited Newington House 237 Southwark Bridge Road London SE1 6NP (in respect of apparatus) Openreach Limited Kelvin House 123 Judd Street London WC1H 9NP (in respect of apparatus) Swaffham Internal Drainage Board The Drainage Office Main Street Prickwillow Ely CB7 4UN (in respect of drainage rights)

Appendix D Track Changed Schedule of Change to BoR

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1 TABLE 1 SCHEDULE OF CHANGES TO PART 1 BOOK OF REFERENCE (SUBMITTED AT DEADLINE 5) – 4

2 TABLE 2 SCHEDULE OF CHANGES TO PART 2 BOOK OF REFERENCE (SUBMITTED AT DEADLINE 5) – 6

3 TABLE 3 SCHEDULE OF CHANGES TO PART 3 BOOK OF REFERENCE (SUBMITTED AT DEADLINE 5) – 8

TABLE 1 SCHEDULE OF CHANGES TO PART 1 BOOK OF REFERENCE (SUBMITTED AT DEADLINE 5)

Plot Number	Contact Name	Nature	Change Made	Comment for Change	Pre or Post section 56
15-05	N/A	N/A	Acquisition Type and Area	Type of acquisition changed from all interests and rights to acquisition of rights. Area of acquisition also changed to reflect Land and Crown Land Plans.	Post Section 56
15-05	N/A	N/A	Category of Rights Sought	Category of Rights Sought changed from N/A to Cable rights.	Post Section 56
15-06	N/A	N/A	Plot Removed	Plot removed from Order Limits.	Post Section 56
15-07	N/A	N/A	Plot Removed	Plot removed from Order Limits.	Post Section 56
15-08	N/A	N/A	Plot Removed	Plot removed from Order Limits.	Post Section 56
15-09	N/A	N/A	Plot Removed	Plot removed from Order Limits.	Post Section 56
15-10	N/A	N/A	Plot Removed	Plot removed from Order Limits.	Post Section 56
15-11	N/A	N/A	Plot Removed	Plot removed from Order Limits.	Post Section 56
15-12	N/A	N/A	Acquisition Type, Area and Description	Type of acquisition changed from all interests and rights to acquisition of rights. Area of acquisition and description of land also changed to reflect Land and Crown Land Plans.	Post Section 56
15-12	N/A	N/A	Category of Rights Sought	Category of Rights Sought changed from N/A to Cable rights.	Post Section 56
16-01	N/A	N/A	Acquisition Type and Area	Type of acquisition changed from all interests and rights to acquisition of rights. Area of acquisition also changed to reflect Land and Crown Land Plans.	Post Section 56
16-01	N/A	N/A	Category of Rights Sought	Category of Rights Sought changed from N/A to Cable rights.	Post Section 56
16-04	N/A	N/A	Area of Acquisition and Description	Area of acquisition changed to reflect Land and Crown Land Plans.	Post Section 56
16-05	N/A	N/A	Plot Removed	Plot removed from Order Limits.	Post Section 56
16-06	N/A	N/A	Plot Removed	Plot removed from Order Limits.	Post Section 56

Plot Number	Contact Name	Nature	Change Made	Comment for Change	Pre or Post section 56
20-08	N/A	N/A	Area of Acquisition	Area of rights acquisition changed to reflect Land and Crown Land Plans.	Post Section 56
20-09	N/A	N/A	Area of Acquisition	Area of acquisition changed to reflect Land and Crown Land Plans.	Post Section 56
20-10	N/A	N/A	Area of Acquisition	Area of acquisition changed to reflect Land and Crown Land Plans.	Post Section 56
20-11	N/A	N/A	Acquisition Type and Area	Type of acquisition changed from all interests and rights to acquisition of rights. Area of acquisition also changed to reflect Land and Crown Land Plans.	Post Section 56
20-11	N/A	N/A	Category of Rights Sought	Category of Rights Sought changed from N/A to Cable rights.	Post Section 56
20-12	N/A	N/A	Acquisition Type	Type of acquisition changed from all interests and rights to acquisition of rights	Post Section 56
20-12	N/A	N/A	Category of Rights Sought	Category of Rights Sought changed from N/A to Cable rights.	Post Section 56
20-13	N/A	N/A	Area of Acquisition	Area of rights acquisition changed to reflect Land and Crown Land Plans.	Post Section 56
23-01	N/A	N/A	Plot Removed	Plot removed from Order Limits.	Post Section 56
24-01	N/A	N/A	Plot Removed	Plot removed from Order Limits.	Post Section 56
24-02	N/A	N/A	Plot Removed	Plot removed from Order Limits.	Post Section 56

TABLE 2 SCHEDULE OF CHANGES TO PART 2 BOOK OF REFERENCE (SUBMITTED AT DEADLINE 5)

Plot Number	Contact Name	Nature	Change Made	Comment for Change	Pre or Post section 56
15-05	N/A	N/A	Acquisition Type and Area	Type of acquisition changed from all interests and rights to acquisition of rights. Area of acquisition also changed to reflect Land and Crown Land Plans.	Post Section 56
15-06	N/A	N/A	Plot Removed	Plot removed from Order Limits.	Post Section 56
15-07	N/A	N/A	Plot Removed	Plot removed from Order Limits.	Post Section 56
15-10	N/A	N/A	Plot Removed	Plot removed from Order Limits.	Post Section 56
15-12	N/A	N/A	Acquisition Type, Area and Description	Type of acquisition changed from all interests and rights to acquisition of rights. Area of acquisition and description of land also changed to reflect Land and Crown Land Plans.	Post Section 56
16-01	N/A	N/A	Acquisition Type and Area	Type of acquisition changed from all interests and rights to acquisition of rights. Area of acquisition also changed to reflect Land and Crown Land Plans.	Post Section 56
16-04	N/A	N/A	Area of Acquisition and Description	Area of acquisition changed to reflect Land and Crown Land Plans.	Post Section 56
16-05	N/A	N/A	Plot Removed	Plot removed from Order Limits.	Post Section 56
16-06	N/A	N/A	Plot Removed	Plot removed from Order Limits.	Post Section 56
20-08	N/A	N/A	Area of Acquisition	Area of acquisition changed to reflect Land and Crown Land Plans.	Post Section 56
20-09	N/A	N/A	Area of Acquisition	Area of acquisition changed to reflect Land and Crown Land Plans.	Post Section 56
20-10	N/A	N/A	Area of Acquisition	Area of acquisition changed to reflect Land and Crown Land Plans.	Post Section 56
20-11	N/A	N/A	Acquisition Type and Area	Type of acquisition changed from all interests and rights to acquisition of rights. Area of acquisition also changed to reflect Land and Crown Land Plans.	Post Section 56
20-12	N/A	N/A	Acquisition Type	Type of acquisition changed from all interests and rights to acquisition of rights	Post Section 56
20-13	N/A	N/A	Area of Acquisition	Area of acquisition changed to reflect Land and Crown Land Plans.	Post Section 56

TABLE 3 SCHEDULE OF CHANGES TO PART 3 BOOK OF REFERENCE (SUBMITTED WITH DEADLINE 5)

Plot Number	Contact Name	Nature	Change Made	Comment for Change	Pre or Post section 56
15-05	N/A	N/A	Acquisition Type and Area	Type of acquisition changed from all interests and rights to acquisition of rights. Area of acquisition also changed to reflect Land and Crown Land Plans.	Post Section 56
15-06	N/A	N/A	Plot Removed	Plot removed from Order Limits.	Post Section 56
15-07	N/A	N/A	Plot Removed	Plot removed from Order Limits.	Post Section 56
15-10	N/A	N/A	Plot Removed	Plot removed from Order Limits.	Post Section 56
15-12	N/A	N/A	Acquisition Type, Area and Description	Type of acquisition changed from all interests and rights to acquisition of rights. Area of acquisition and description of land also changed to reflect Land and Crown Land Plans.	Post Section 56
16-01	N/A	N/A	Acquisition Type and Area	Type of acquisition changed from all interests and rights to acquisition of rights. Area of acquisition also changed to reflect Land and Crown Land Plans.	Post Section 56
16-04	N/A	N/A	Area of Acquisition and Description	Area of acquisition changed to reflect Land and Crown Land Plans.	Post Section 56
16-05	N/A	N/A	Plot Removed	Plot removed from Order Limits.	Post Section 56
16-06	N/A	N/A	Plot Removed	Plot removed from Order Limits.	Post Section 56
20-08	N/A	N/A	Area of Acquisition	Area of acquisition changed to reflect Land and Crown Land Plans.	Post Section 56
20-09	N/A	N/A	Area of Acquisition	Area of acquisition changed to reflect Land and Crown Land Plans.	Post Section 56
20-10	N/A	N/A	Area of Acquisition	Area of acquisition changed to reflect Land and Crown Land Plans.	Post Section 56
20-11	N/A	N/A	Acquisition Type and Area	Type of acquisition changed from all interests and rights to acquisition of rights. Area of acquisition also changed to reflect Land and Crown Land Plans.	Post Section 56
20-12	N/A	N/A	Acquisition Type	Type of acquisition changed from all interests and rights to acquisition of rights	Post Section 56
20-13	N/A	N/A	Area of Acquisition	Area of acquisition changed to reflect Land and Crown Land Plans.	Post Section 56

Appendix E Track Changed Design Principles

SUNNICA ENERGY FARM

EN010106

Design Principles

Planning Act 2008

Infrastructure Planning (Examination Procedure) Rules 2010



13 January 2023
Version number: 00

Planning Act 2008

Infrastructure Planning
(Examination Procedure) Rules 2010

Sunnica Energy Farm

Design and Principles

Planning Inspectorate Scheme Reference	EN010106
Author	Sunnica Energy Farm Project Team

Version	**Date**	**Status of Version**
Rev 00	13 January 2023	Submitted at Deadline 5

Introduction

This Design Principles document has been prepared to accompany the Development Consent Order (DCO) application for the Scheme. It is expected to be the subject of a Requirement of the DCO in order to prescribe the guiding principles to inform the detailed design of the Scheme. Assuming the DCO is granted and applications are made to the relevant local planning authority (LPA) for approval of detailed design, the LPA will assess those details having regard to the principles set out in Tables 1 to Table 10 of this document and the ES for the Scheme as certified by the Secretary of State.

It is necessary to achieve flexibility in the DCO because solar PV and battery energy storage technology is rapidly evolving. The Applicant needs to make provision in the DCO for technological innovation and improvement realised at the time of procurement and construction to ensure that it can construct the Scheme in the most appropriate manner. That flexibility has been facilitated by the adoption of the 'Rochdale Envelope' approach in the ES as outlined in **Chapter 3: Scheme Description** of the Environmental Statement **[REP3-022].** This document defines the key design principles which reflect the worst-case scenario adopted in the Environmental Impact Assessment that has been undertaken for the Scheme. Provided that the detailed design of the Scheme is in accordance with the key principles set out in this document, the conclusions of the ES will be upheld, whilst also providing for flexibility.

The Design Principles have been set out in Table 1 to Table 10 below organised in accordance with the descriptions of the numbered works contained Schedule 1 of the Draft DCO **[EN010106/APP/3.1~~REP2-012~~]** the limits of deviation for which are shown on the Works Plans **[EN010106/APP/2.2~~REP2-005~~].** Where required, the tables make reference to other documents, such as the OLEMP, which take priority over the Design Principles document in relation to the discharge of a Requirement.

For each Scheme component outlined in Tables 1 to 10, the parameter has been defined by its:

a. Location – the location of the Scheme component within the Scheme as assessed within the ES,

b. Scale – either a minimum or maximum parameter which has been assessed in the ES; and

c. Design – relevant design parameter which has been assessed in the ES.

All heights defined in Tables 1 to 10 are Above Ground Level (AGL), unless otherwise specified.

Table 1 Work No. 1 Design Principles

Scheme component	Parameter Type	Design Principle
Work No. 1— a ground mounted solar photovoltaic generating station with a gross electrical output capacity of over 50 megawatts including— (a) **Work No. 1A**— works on the East A Site comprising— (i) solar modules; (ii) solar stations; (iii) electrical cables including electrical cables connecting to Work No. 3A; (iv) monitoring and control systems housed within a control room building or container; and (v) weather stations and direct current (DC) electrical boxes, (b) **Work No. 1B**— works on the East B Site comprising— (i) solar modules; (ii) solar stations; (iii) electrical cables including electrical cables connecting to Work No. 3B; (iv) monitoring and control systems housed within a control room building or container; and (v) weather stations and DC electrical boxes; and~~,~~ (c) **Work No. 1C**— works on the West A Site comprising— (i) solar modules; (ii) solar stations; (iii) electrical cables including electrical cables connecting to Work No. 3C; (iv) monitoring and control systems housed within a control room building or container; and (v) weather stations and DC electrical boxes.~~; and~~ ~~(d) **Work No. 1D**— works on the West B Site comprising—~~ ~~(i) solar modules;~~ ~~(ii) solar stations;~~ ~~(iii) electrical cables including electrical cables connecting to Work No. 3C;~~ ~~(iv) monitoring and control systems housed within a control room building or container; and~~ ~~(v) weather stations and DC electrical boxes.~~		
Solar PV infrastructure	Location	The solar PV infrastructure will be located within the limits of deviation of Work Nos. 1A, 1B and~~,~~ 1C ~~and 1D~~ as shown on the **Works Plans [EN010106/APP/2.2~~REP2-005~~]**.
	Scale	The maximum area of solar PV infrastructure, including the solar PV modules and mounting structures, solar PV control room or container, solar stations, inverters, transformers and switchgears, but excluding the full extent of the onsite cabling is: • Sunnica East Site A – 115ha • Sunnica East B – 227ha • Sunnica West Site A – 256ha • ~~Sunnica West Site B – 23ha~~

Scheme component	Parameter Type	Design Principle
	Design	Solar PV infrastructure will be offset from watercourses by a minimum of 10m.
Solar PV Modules and Mounting Structures	Location	The solar PV modules will be located within limits of deviation of Work Nos. 1A, 1B and, 1C ~~and 1D~~ as shown on the **Works Plans [EN010106/APP/2.2~~REP2-005~~].**
	Scale	The maximum height of the highest part of the solar PV modules will be 2.5m AGL.
	Scale	The minimum height of the lowest part of the solar PV modules will be 0.6m AGL. In Flood Zone 3 areas, the minimum height of the lowest part of the solar PV modules will be 0.85m AGL. In swales and infiltration basins the minimum height of the lowest part of the solar PV modules will be 0.85m AGL.
	Scale	Separation distance will be 2m at the closest point and 11m at the furthest point.
	Scale	Maximum depth of mounting structure will be 3.5m below ground level.
	Design	The solar PV modules will slope towards the south, at a fixed slope of 15 to 35 degrees from horizontal.
	Design	The solar PV modules are likely to be either black or dark blue. This will be fixed during detailed design.
	Design	The frame type will be anodized aluminium alloy
	Design	The panel technology will be monofacial and/or bifacial panels.
	Design	Modules will be mounted on a rack made with galvanised steel or other suitable design material.
	Design	Foundation are most likely to be galvanised steel poles driven into the ground. These will either be piles rammed into a pre-drilled hole, a pillar attaching to a steel ground screw, pillars fixed to a concrete foundation, or a pillar set in concrete in a pre-made hole in the ground.
Solar PV control room or container	Location	The solar PV control room or container will be located within limits of deviation of Work Nos. 1A, 1B and, 1C ~~and 1D~~ as shown on the Works Plans **[EN010106/APP/2.2~~REP2-005~~]**.
	Scale	The monitoring and control system will be housed within a control room or container with dimensions of up to 7.5m by 3.5m and up to 3.5m in height.

Scheme component	Parameter Type	Design Principle
	Scale	Maximum of 17 solar PV control rooms or containers located across the Sites.
	Design	Concrete base or monolith plinth to a maximum depth of 1m.
	Design	Externally finished to be in keeping with the prevailing surrounding environment, most likely with a green, light grey or white painted finish.
Solar Station (a station comprising an inverter, a transformer and the switchgears)	Location	The Solar Stations will be located within the limits of deviation of Work Nos. 1A, 1B and, 1C ~~and 1D~~ as shown on the **Works Plans [EN010106/APP/2.2~~REP2-005~~].**
	Scale	The maximum parameter of each solar station in an outdoor configuration will be up to a 17m by 6.5m footprint, and 3.5m in height. If in an indoor configuration the indoor solar station dimensions would be 15m by 5m footprint and 3.5m in height.
	Scale	A maximum of 136 solar stations across Works No. 1.
	Design	Externally finished to be in keeping with the prevailing surrounding environment, most likely with a green, light grey or white painted finish.
	Design	Outdoor solar stations: a concrete foundation slab for each of the inverters and transformers and a levelling layer of thick sand with a maximum depth of 1m, with a concrete perimeter pavement for the switchgear. Indoor solar stations: a concrete foundation slab.
	Design	~~Solar stations within Flood Zone 3 are to be enclosed and raised above predicted flood levels, while conforming to the maximum parameters described above.~~No Solar Stations will be located within Flood Zone 3.
Inverters	Location	The inverters will be located within the limits of deviation of Work Nos. 1A, 1B and, 1C ~~and 1D~~ as shown on the **Works Plans [EN010106/APP/2.2~~REP2-005~~]** and within a solar station.
	Scale	The maximum parameters of inverter will be 9m by 6.5m in plan and 3.5m in height, sited within the dimensions of the solar station. There will be one inverter per solar station.
	Design	The inverters will be centralised.
Transformers	Location	The transformers will be located within the limits of deviation of Work Nos. 1A, 1B and, 1C ~~and 1D~~ as shown on the **Works Plans [EN010106/APP/2.2~~REP2-005~~]** and within a solar station.
	Scale	The maximum parameters of the transformer will be 5.5m by 6.5m in plan and 3.5m in height, sited within the dimensions of the solar station. There will be one transformer per solar station.

Scheme component	Parameter Type	Design Principle
	Design	Externally finished to be in keeping with the prevailing surrounding environment, most likely with a green, light grey or white painted finish.
Switchgear	Location	The switchgear will be located within the limits of deviation of Work Nos. 1A, 1B and, 1C ~~and 1D~~ as shown on the **Works Plans [**EN010106/APP/2.2~~REP2-005~~**]** and within a solar station.
	Scale	The maximum footprint will be 2.5m by 6.5m in plan and a maximum height of 3.5m, sited within the dimensions of the solar station. There will be one switchgear per solar station.
	Design	Externally finished to be in keeping with the prevailing surrounding environment, most likely with a green, light grey or white painted finish.
Onsite cabling	Location	The onsite cabling will be located within the limits of deviation of Work Nos. 1A, 1B and, 1C ~~and 1D~~ as shown on the **Works Plans [**EN010106/APP/2.2~~REP2-005~~**].**
	Scale	Low voltage - between PV modules and inverters and from inverters to transformers: The maximum dimensions of the onsite trench will be 1.1m deep and 1m wide.
	Scale	33kV – between transformers and the switchgear and from switchgear to the onsite substation: where underground, maximum cable trench dimension will be a depth of 1.5m and 1.0m wide.
	Scale	Maximum depth of cables laid within using non-intrusive techniques is 20m BGL.
	Design	Cabling will be above ground level between the PV modules. These will be fixed to the mounting structure along the row of racks. Cabling between the PV modules, inverters, and transformers will be buried within underground trenches. Cables between transformers and the switchgear and from switchgear to the onsite substation will be buried within underground trenches.
Weather Stations	Location	The weather stations will be located within the limits of deviation of Work Nos. 1A, 1B and, 1C ~~and 1D~~ as shown on the **Works Plans [**EN010106/APP/2.2~~REP2-005~~**]**.
	Scale	Weather Stations will be up to 6m in height
	Scale	There will be up to a maximum of 136 weather stations across Work No. 1.
DC electrical boxes	Location	The DC boxes will be located within the limits of deviation of Work Nos. 1A, 1B and, 1C ~~and 1D~~ as shown on the **Works Plans [**EN010106/APP/2.2~~REP2-005~~**]**.

Scheme component	Parameter Type	Design Principle
	Scale	1.5m by 0.5m by 1m in height
	Scale	Up to 20 DC boxes per inverter within Works No. 1.
	Design	DC box would sit on the back of a solar PV Module.

Table 2 Work No. 2 Design Principles

Work No. 2— an energy storage facility including—

(a) **Work No. 2A**— a battery energy storage compound on the East A Site comprising—

(i) battery energy storage cells;

(ii) a structure protecting the battery energy storage cells comprised in Work No. 2A(i) and ancillary equipment, being either one container or multiple containers joined to each other, mounted on a reinforced concrete foundation slab or concrete piling;

(iii) heating, ventilation and air conditioning (HVAC) or liquid cooling systems either housed within the containers comprised in Work No. 2A(ii), attached to the side or top of each of the containers, or located separate from but near to each of the containers;

(iv) battery stations;

(v) monitoring and control systems housed within a container with the HVAC or liquid cooling systems in Work No. 2A(iii) or located separately in its own container or control room;

(vi) electrical cables including electrical cables connecting to Work No. 3A;

(vii) fire safety infrastructure comprising fire suppression system; and

(viii) a water storage structure for the purposes of firefighting comprising fire water tanks and fire water containment.

(b) **Work No. 2B**— works on the East B Site comprising—

(i) battery energy storage cells;

(ii) a structure protecting the battery energy storage cells comprised in Work No. 2B(i) and ancillary equipment, being either one container or multiple containers joined to each other, mounted on a reinforced concrete foundation slab or concrete piling;

(iii) heating, ventilation and air conditioning (HVAC) or liquid cooling systems either housed within the containers comprised in Work No. 2B(ii), attached to the side or top of each of the containers, or located separate from but near to each of the containers;

(iv) battery stations;

(v) monitoring and control systems housed within a container with the HVAC or liquid cooling systems in Work No. 2B(iii) or located separately in its own container or control room;

(vi) electrical cables including electrical cables connecting to Work No. 3B;

(vii) fire safety infrastructure comprising fire suppression system; and

(viii) a water storage structure for the purposes of firefighting comprising fire water tanks and fire water containment.

(c) **Work No. 2C**— works on the West A Site comprising—

(i) battery energy storage cells;

(ii) a structure protecting the battery energy storage cells comprised in Work No. 2C(i) and ancillary equipment, being either one container or multiple containers joined to each other, mounted on a reinforced concrete foundation slab or concrete piling;

(iii) heating, ventilation and air conditioning (HVAC) or liquid cooling systems either housed within the containers comprised in Work No. 2C(ii), attached to the side or top of each of the containers, or located separate from but near to each of the containers;

(iv) battery stations;

(v) monitoring and control systems housed within a container with the HVAC or liquid cooling systems in Work No. 2C(iii) or located separately in its own container or control room;

(vi) electrical cables including electrical cables connecting to Work No. 3C;

(vii) fire safety infrastructure comprising fire suppression system; and

(viii) a water storage structure for the purposes of firefighting comprising fire water tanks and fire water containment.

Battery Energy Storage (BESS) Compound	Location	The BESS compounds will be located within the limits of deviation of Work Nos. 2A, 2B and 2C as shown on the **Works Plans [**EN010106/APP/2.2~~REP2-005~~**]**.
	Scale	There are three BESS Compounds, with maximum footprints of the compounds being up to: • Work No. 2A (Sunnica East Site A): 66,000m^2. • Work No. 2B (Sunnica East Site B): 162,000m^2. • Work No. 2C (Sunnica West Site A): 83,000m^2.
	Design	The BESS compounds will include battery storage containers and Battery Stations (containing battery inverters, transformers, and switchgear). Batteries will be grouped in racks, protected by structures / containers which will be located inside the BESS compounds.
	Design	The detailed design will ensure that the parameters assessed in the study presented in **Appendix 16D: Unplanned Atmospheric Emissions from Battery Storage Systems (BESS)** of the Environmental Statement **[REP2-033]** are met (i.e. 1 kg to 3 kg of hydrogen fluoride from a 5 rack fire).
	Design	The design of BESS includes a number of design elements to both prevent, detect and control a fire should one occur. These include: • The use of batteries that are sealed by design so do not vent when in normal use and have no free electrolyte. • The battery modules will contain cells separated by a thermal barrier or an air gap to prevent one cell affecting the temperature of the adjacent one, with the modules themselves also separated from one another by another thermal barrier or an air gap. The thermal barrier or an air gap is intended to ensure that should one cell/module heat up it will not impact on the adjacent cell/module so as to prevent a thermal cascade. • The batteries will be controlled by charging management systems that will detect if a cell or battery is not operating correctly and the whole BESS will be fitted with a fire monitoring system so if one cell or module were to catch fire the fire suppression system will automatically be triggered to reduce the temperate and ensure that the burning cell/module does not affect the other cells/modules in the BESS. • The expected hydrogen fluoride emissions will be checked against the assumptions in **Appendix 16D: Unplanned Atmospheric Emissions from Battery Storage Systems (BESS)** of the Environmental Statement **[REP2-033]** at detailed design stage (post-consent) once the make, model and layout of the BESS is known.

		• If necessary, consequence modelling will be undertaken to demonstrate the impacts associated with an unplanned fire would not exceed the effects outlined in **Appendix 16D: Unplanned Atmospheric Emissions from Battery Storage Systems (BESS)** of the Environmental Statement **[REP2-033]** or cause any significance adverse health effects to the local community.
BESS battery container housing the battery energy storage cells	Location	The BESS battery containers will be located within the limits of deviation of Work Nos. 2A, 2B and 2C as shown on the **Works Plans [EN010106/APP/2.2~~REP2-005~~],** within the footprint of the BESS compound.
	Scale	The maximum dimensions of each BESS container within a BESS compound is 17m by 5m footprint and up to 6m in height.
	Design	Externally finished to be in keeping with the prevailing surrounding environment, most likely with a green, light grey or white painted finish.
	Design	HVAC or liquid cooling systems will be housed either within each of the containers, attached to the side or top of each of the containers, or located separate from but near to each of the containers.
	Design	The foundations within the BESS containers will either be a reinforced concrete base to a maximum depth of 1m, or a piling solution may be required, depending on the results of geotechnical surveys. If this is the case, piles to a maximum depth of 12m would be used.
Battery Stations	Location	The Battery Stations will be located within the limits of deviation of Work Nos. 2A, 2B and 2C as shown on the **Works Plans [EN010106/APP/2.2~~REP2-005~~]**.
	Scale	The components of the Battery Stations will be up to a maximum of 6m.
	Design	A station comprising transformers, switchgear, power conversion system (PCS) or inverter, and other ancillary equipment. These will either be located outside or housed together in a container.
	Design	The foundations for the Battery Stations will either be with a concrete foundation slab for each of the inverters and transformers and a levelling layer of thick sand with a concrete perimeter pavement for the switch gear when located outside, or on a concrete foundation slab when housed in a container. A piling solution may also be required, for both the indoor and outdoor options ,depending on the results of geotechnical surveys. If this is the case, piles to a maximum depth of 12m would be used.
Onsite cabling	Location	The onsite cabling will be located within the limits of deviation of Work Nos. 2A, 2B and 2C as shown on the **Works Plans [EN010106/APP/2.2~~REP2-005~~]**.
	Scale	33kV – between transformers and the switchgear and from switchgear to the onsite substation: where underground, maximum cable trench dimension will be a depth of 1.5m and 1.0m wide.

	Design	Cabling between batteries and inverters, and from inverters to transformers will be above ground in cable trays or laid in an underground trench.
Monitoring and control system	Location	The monitoring and control system will be located within the limits of deviation of Work Nos. 2A, 2B and 2C as shown on the **Works Plans [**EN010106/APP/2.2~~REP2-005~~**]**.
	Scale	The monitoring and control system will be housed in a building or container within the BESS compound and, will be up to a maximum of 6m in height.~~.~~
	Design	The monitoring and control system will be housed either in an adapted container or built from glass reinforced plastic (GRP). The system will be within the same container or room as the HVAC or in its own container or control room.
Internal BESS Fire Suppression System	Location	The internal BESS fire suppression system will be located within the limits of deviation of Work Nos. 2A, 2B and 2C as shown on the **Works Plans [**EN010106/APP/2.2~~REP2-005~~**]**.
	Scale	The water supply container will be up to a maximum of 6m in height, if located externally to the BESS Battery Containers.
	Design	Water supply will be integrated into the design of each BESS container and will be located either within or outside the BESS container. If located outside, the water supply will either be decentralised and located at each container or centralised and located together with pumping equipment and pipework at a central location(s).
External Fire Fighting Water Tanks	Location	The external fire fighting water tanks will be located within the limits of deviation Work Nos. 2A, 2B and 2C as shown on the **Works Plans [**EN010106/APP/2.2~~REP2-005~~**]**.
	Scale	Option 1: Water supply for the firefighting operations only: • Two half capacity sectional steel panel tanks with dimensions of 6m by 6m and 3m in height; or • Two half capacity cylindrical steel tanks with dimensions of 4.58m diameter and 6m in height and with a 0.3m thick concrete base. Option 2: Water supply for simultaneous operation of the water drenching system and firefighting operations: • Two half capacity sectional steel panel tanks with dimensions of 8m by 6m and 3m in height; or • Two half capacity cylindrical steel tanks with dimensions of 5.35m diameter and 6m in height and with a 0.3m thick concrete base.
	Scale	Maximum of 242.5m^3 of fire fighting water will be provided per BESS compound
	Design	Storage will either be in one or two rectangular sectional steel panel tanks or cylindrical steel tanks within each BESS compound.
	Location	The Fire Fighting Water Containment will be located within the limits of deviation of Work Nos. 2A, 2B and 2C as shown on the **Works Plans [**EN010106/APP/2.2~~REP2-005~~**]**.

Fire Fighting Water Containment	Scale	A minimum of 410m^3 of bunded storage area will be provided per BESS Compound
	Design	A sump will be integrated into each BESS container for internal fire suppression.
	Design	A bunded BESS area linked to a bunded lagoon will be provided to capture fire water run-off from external fire water.

Table 3 Work No. 3 Design Principles

Work No. 3— onsite substations including—

(a) **Work No. 3A**— works on the East A Site comprising—

(i) substation;

(ii) control building or container;

(iii) welfare facilities;

(iv) hardstanding areas; and

(v) electrical cables including electrical cables connecting to Work Nos. 1A, 2A and 4;

(b) **Work No. 3B**— works on the East B Site comprising—

(i) substation;

(ii) shunt reactor

(iii) control building or container;

(iv) welfare facilities;

(v) hardstanding areas; and

(vi) electrical cables including electrical cables connecting to Work Nos. 1B, 2B and 4; and

(c) **Work No. 3C**— works on the West A Site comprising—

(i) substation;

(ii) control building or container;

(iii) welfare facilities;

(iv) hardstanding and parking areas; and

(v) electrical cables including electrical cables connecting to Work Nos. 1C, ~~1D,~~ 2C and 4.

Onsite substations	Location	The onsite substations will be located within the limits of deviation of Work Nos. 3A, 3B and 3C as shown on the **Works Plans [EN010106/APP/2.2~~REP2-005~~]**.
	Scale	Maximum parameters for the onsite substations, control building or container, welfare facilities, hardstanding areas and hardstanding parking areas, but excluding the full extent of the cabling are outlined below: • Sunnica East Site A: 85m by 55m footprint, 10m in height. • Sunnica East Site B: 85m by 130m footprint, 10m in height. • Sunnica West Site A: 85m by 130m footprint, 10m in height.
	Design	Concrete base or monolith plinth to a maximum depth of 1m. A piling solution may be required depending on the results of geotechnical surveys. If this is the case, piles to a maximum depth of 12m would be used.
Onsite substation control building or container	Location	The substation control buildings or container will be located within the limits of deviation of Work Nos. 3A, 3B and 3C as shown on the **Works Plans [EN010106/APP/2.2~~REP2-005~~]** within the maximum footprint of the substation areas.
	Scale	Maximum parameters for the substation control building are 25m by 12m footprint and 7m in height.
	Design	Foundation will either be concrete base or monolith plinth to a maximum depth of 1m.

	Design	The control buildings will be a painted block building with external colours and finishes to be confirmed prior to construction.
Welfare facilities	Location	The onsite cabling will be located within the limits of deviation of Work Nos. 3A, 3B and 3C as shown on the **Works Plans [**EN010106/APP/2.2~~REP2-005~~**]**.
	Scale	The onsite facilities will be either be located within the onsite substation control building, or in a separate building within the onsite substation area with maximum parameters of 6m by 3m and up to 3.5m in height.
Hardstanding parking areas	Location	Hardstanding parking areas will be located within the limits of deviation of Work Nos 3C as shown on the **Works Plans [**EN010106/APP/2.2~~REP2-005~~**]**.
	Scale	Up to a maximum of 20 car parking places will be provided within Work No 3C.
Onsite cabling	Location	The onsite cabling will be located within the limits of deviation of Work Nos. 3A, 3B and 3C as shown on the **Works Plans [**EN010106/APP/2.2~~REP2-005~~**]**.
	Scale	Where underground, maximum cable trench dimension will be a depth of 1.5m and 1.0m wide.
	Scale	Maximum depth of cables laid within using non-intrusive techniques is 20m BGL.
	Design	33kV cables.

Table 4 Work No. 4 Design Principles

Work No. 4— works to lay electrical cables and temporary construction laydown areas for the electrical cables including—

(a) electrical cables connecting Work No. 3A to Work No. 3B;

(b) electrical cables connecting Work No. 3B to Work No. 3C~~Work No. 5B~~;

~~(c)~~ electrical cables connecting Work No. 3C to ~~Work No. 5B~~ the existing substation; and~~Work No. 5B;~~

~~(d)~~(c) ~~electrical cables connecting Work No.1D to Work No. 3C; and~~

~~(e)~~(d) up to 15 temporary construction laydown areas comprising—

(i) areas of hardstanding, compacted ground or track matting;

(ii) car parking;

(iii) area to store materials and equipment;

(iv) site and welfare offices and workshops;

(v) security infrastructure, including cameras, perimeter fencing and lighting;

(vi) safety infrastructure to warn and manage traffic when crossing roads or other obstacles;

(vii) site drainage and waste management infrastructure (including sewerage); and

(viii) electricity, water, waste water and telecommunications connections.

Grid Connection Routes A and B connecting Sites to Burwell Substation	Location	The electrical cabling will be located within the limits of deviation of Work No. 4 as shown on the **Works Plans [EN010106/APP/2.2~~REP2-005~~]**.
	Scale	The maximum width of the cable corridor per trench is 3.5m, except from where it meets the jointing bay. In which case the dimensions described for jointing bays apply.
	Scale	The maximum depth of cable corridor per trench is 2m BGL.
	Scale	Maximum depth of cables laid within the cable corridor using non-intrusive techniques is 20m BGL.
	Design	The cabling will consist of ~~33kV cables, 132kV cables or~~ 400kV cables, earthing cables and optical fibre cables. Trenches will house ~~up to two~~one circuit~~s~~. Each circuit will consist of up to three sets of cables. ~~Sets of cables will consist of three cables.~~
Jointing bays within Grid Connection Routes A and B	Location	The jointing bays will be located within the limits of deviation of Work No. 4 as shown on the **Works Plans [EN010106/APP/2.2~~REP2-005~~]**.
	Scale	~~The dimensions are dependent on which technical substation solution is taken forward.~~ ~~**Burwell National Grid Substation Extension – Option 2:**~~ ~~The dimensions are determined by how many circuits will be in the jointing bay. Jointing bays will have two circuits each with up to three sets of three cables:~~ • ~~Four sets of cables (two circuits) will sit within one bay 30m in length, by 8m in width and 2.5m in depth.~~

		~~• Six sets of cables, consisting of two bays running consecutively with three sets of cables (one circuit) in each, totalling 60m in length (30m per bay), 8m in width and 2.5m depth.~~ ~~**Option 3 – 400 kV onsite substations:**~~ One set of cables (one circuit) will sit within one bay 18.5m in length, by 3m in width and 2.5m in depth.
	Scale	Jointing bays will be up to 2000m apart.
Fibre bays within Grid Connection Routes A and B	Location	The fibre bays will be located within the limits of deviation of Work No. 4 as shown on the **Works Plans [EN010106/APP/2.2~~REP2-005~~]**.
	Scale	~~The dimensions are dependent on which technical substation solution is taken forward.~~ ~~**Burwell National Grid Substation Extension – Option 2:**~~ ~~Maximum dimensions of 1.5m by 1m and 2m in depth.~~ ~~Option 3 – 400 kV onsite substations:~~ Maximum dimensions of 1.75m by 1.75 and 2m in depth.
	Scale	Fibre bays will be up to 2000m apart.
Construction laydown areas within Work No. 4 (d~~e~~).	No design principles applicable as temporary infrastructure. The maximum extent of the construction laydown areas is defined by **Works Plans [EN010106/APP/2.2~~REP2-005~~].**	

Table 5 Work No. 5 Design Principles

Work No. 5— Not Used ~~works in connection with an extension to the existing substation including—~~ ~~**Work No. 5B** — an extension to the existing substation including —~~ ~~laydown area comprising—~~ ~~areas of hardstanding, compacted ground or track matting;~~ ~~car parking;~~ ~~area to store materials and equipment;~~ ~~site and welfare offices and workshops;~~ ~~security infrastructure, including cameras, perimeter fencing and lighting;~~ ~~site drainage and waste management infrastructure (including sewerage); and~~ ~~electricity, water, waste water and telecommunications connections.~~ ~~transformer compound;~~ ~~substation;~~ ~~control building;~~ ~~underground and above ground electrical cables including electrical cables connecting to the existing substation;~~ ~~electrical bays to connect into existing network within the existing substation including disconnectors and ancillary equipment;~~ ~~permanent means of access;~~ ~~security and site lighting infrastructure, including cameras, perimeter fencing; and~~ ~~flood protection measures being either a bund, wall or structures to raise Work Nos. 5B(ii), (iii), (iv) and (vi) off the ground.~~ ~~**Work No. 5C—** works to enable an extension to the substation including —~~ ~~underground and above ground electrical cables including electrical cables connecting to the existing substation;~~ ~~soft landscaping including planting; and~~ ~~landscape and biodiversity mitigation measures.~~		
~~**Extension to existing substation (Work No.5B) – Option 2**~~	~~**Location**~~	~~The Burwell National Grid Substation Extension – Option 2 will be located within the limits of deviation of Work No.5B as shown on the **Works Plans [REP2-005]**.~~
	~~**Scale**~~	~~The footprint for the Burwell National Grid Substation Extension – Option 2 (Work No. 5B) is: 43m by 76m footprint, 12m in height, with an associated laydown area of 43m by 30m.~~
	~~**Scale**~~	~~All of the infrastructure associated with the Burwell National Gird Substation Extension, including the transformer compound, substation, control building, electrical bays to connect into existing network within the existing substation including disconnectors and ancillary equipment and laydown area be within the footprint of Work No. 5B and the maximum parameters described.~~

	Design	Foundations: Concrete base or monolith plinth to a maximum depth of 1m. A piling solution may be required depending on the results of geotechnical surveys. If this is the case, piles to a maximum depth of 12m would be used.
Cabling (Work Nos. 5B and 5C)	**Location**	The cabling will be located as within the limits of deviation of Work No. 5as shown on the **Works Plans [REP2-005]**.
	Scale	The maximum width of the cable corridor per trench is 3.5.
	Scale	The maximum depth of cable corridor per trench is 2m BGL.
	Design	The cabling will consist of 33kV cables, 132kV or 400 kV, earthing cables and optical fibre cables. Trenches will house up to two circuits. Each circuit will consist of up to three sets of cables. Sets of cables will consist of three cables.
Access (Work Nos. 5B and 5C)	**Location**	The access will be located as shown as Work Nos. 5B and 5C on the **ARoW Plans [REP2-005]**.
	Scale	Access points will be a minimum of 6m in width.
Security and site lighting infrastructure, including cameras and perimeter fencing(Work No 5B)	**Location**	The security and site lighting infrastructure, including cameras and perimeter fencing will be located as shown as Work No. 5B on the **Works Plans [REP2-005]**.
	Scale	Pole mounted infra-red CCTV cameras are anticipated to be 5m high.
	Scale	Permanent lighting with motion sensors will be installed, providing a maximum of 50 lux.
	Scale	Palisade fencing up to a maximum of 2.5m.
Flood Protection Measures (Work 5B)	**Location**	The flood protection measures will be located within the limits of deviation of Work No. 5B as shown on the **Works Plans [REP2-005]**. These will be secured through Requirement 6 of the DCO.
	Scale	Finished floor levels set at 0.95m AGL, or other appropriate protection including a bund or wall.
Soft landscaping including planting	**Location**	The soft landscaping measures will be located within the limits of deviation of Work No. 5C as shown on the **Works Plans [REP2-005]**.
	Design	The green infrastructure will be designed as per the OLEMP contained within Appendix 10I of the ES **[REP3-011]**), in accordance with the requirements of the DCO.

Table 6 Work No. 6 Design Principles

Work No. 6— works to create, enhance and maintain green infrastructure, including—

(a) **Work No. 6A**— works on the East A Site comprising—

(i) soft landscaping including planting;

(ii) landscape and biodiversity enhancement measures;

(iii) earth works;

(iv) permissive paths;

(v) hard standing and hard landscaping;

(vi) drainage and irrigation infrastructure and improvements or extensions to existing irrigation systems;

(vii) fencing, gates, boundary treatment and other means of enclosure; and

(viii) improvement, maintenance and use of existing private tracks;

(b) **Work No. 6B**—works on the East B Site comprising—

(i) soft landscaping including planting;

(ii) landscape and biodiversity enhancement measures;

(iii) earth works;

(iv) permissive paths;

(v) hard standing and hard landscaping;

(vi) drainage and irrigation infrastructure and improvements or extensions to existing irrigation systems;

(vii) fencing, gates, boundary treatment and other means of enclosure; and

(viii) improvement, maintenance and use of existing private tracks; and

(c) **Work No. 6C**— works on the West A Site comprising—

(i) soft landscaping including planting;

(ii) landscape and biodiversity enhancement measures;

(iii) earth works;

(iv) hard standing and hard landscaping;

(v) drainage and irrigation infrastructure and improvements or extensions to existing irrigation systems;

(vi) fencing, gates, boundary treatment and other means of enclosure; and

(vii) improvement, maintenance and use of existing private tracks.; and

~~(d) **Work No. 6D** — works on the West B Site comprising—~~

~~(i) soft landscaping including planting;~~

~~(ii) landscape and biodiversity enhancement measures;~~

~~(iii) earth works;~~

~~(iv) hard standing and hard landscaping;~~

~~(v) drainage and irrigation infrastructure and improvements or extensions to existing irrigation systems;~~

~~(vi) fencing, gates, boundary treatment and other means of enclosure; and~~

~~(vii) improvement, maintenance and use of existing private tracks.~~

Green Infrastructure	Location	The green infrastructure will be located within the limits of deviation of Work Nos. 6A, 6B and~~,~~ 6C ~~and 6D~~ as shown on the **Works Plans [EN010106/APP/2.2~~REP3-011~~]**.
	Design	The green infrastructure will be designed as per the OLEMP contained within Appendix 10I of the ES

		[EN010106/APP/6.2~~REP2-005~~]), in accordance with the requirements of the DCO.

Table 7 Work No. 7 Design Principles

Work No. 7— temporary construction laydown areas including— (a) **Work No. 7A**— a temporary construction laydown area on the East Site A comprising— (i) areas of hardstanding; (ii) car parking; (iii) site and welfare offices and workshops; (iv) security infrastructure, including cameras, perimeter fencing and lighting; (v) site drainage and waste management infrastructure (including sewerage); and (vi) electricity, water, waste water and telecommunications connections; (b) **Work No. 7B**— up to five temporary construction laydown areas on the East Site B comprising— (i) areas of hardstanding; (ii) car parking; (iii) site and welfare offices and workshops; (iv) security infrastructure, including cameras, perimeter fencing and lighting; (v) site drainage and waste management infrastructure (including sewerage); and (vi) electricity, water, waste water and telecommunications connections; and (c) **Work No. 7C**— up to three temporary construction laydown areas on the West Site A comprising— (i) areas of hardstanding; (ii) car parking; (iii) security infrastructure, including cameras, perimeter fencing and lighting; (iv) site drainage and waste management infrastructure (including sewerage); and (v) electricity, water, waste water and telecommunications connections.~~; and~~ ~~(d) **Work No. 7D** — a temporary construction laydown areas on the West Site B comprising—~~ ~~(i) areas of hardstanding;~~ ~~(ii) car parking;~~ ~~(iii) security infrastructure, including cameras, perimeter fencing and lighting;~~ ~~(iv) site drainage and waste management infrastructure (including sewerage); and~~ ~~(v) electricity, water, waste water and telecommunications connections.~~	
Construction laydown areas	No design principles applicable as temporary infrastructure. The maximum extent of the construction laydown areas is defined by **Works Plans [EN010106/APP/2.2~~REP2-005~~].**

Table 8 Work No. 8 Design Principles

Work No. 8— warehouse buildings and permanent compounds comprising—

(a) **Work No. 8A**— warehouse building and a permanent compound on the East Site A comprising—

(i) a warehouse building for the storage for spare parts and office and welfare facilities;

(ii) a canteen either located within the warehouse building within Work No. 8A(i) or in a separate container or building;

(iii) waste skips;

(iv) parking areas; and

(v) a permanent compound area; and

(b) **Work No. 8B**— warehouse building and a permanent compound area on the East Site B comprising—

(i) a warehouse building for the storage of spare parts and office and welfare facilities;

(ii) a canteen either located within the warehouse building within Work No. 8B(i) or in a separate container or building;

(iii) waste skips;

(iv) parking areas; and

(v) a permanent compound area.

Permanent Compound	Location	The permanent compounds will be located within the limits of deviation of Work Nos. 8A and 8B as shown on the **Works Plans [**EN010106/APP/2.2~~REP2-005~~**]**.
	Scale	The maximum parameters for the permanent compound in Sunnica East Site A is 12,000m^2
	Scale	The maximum parameters for the permanent compound in Sunnica East Site B is 8,000m^2
	Scale	All of the works associated with Works No. 8, including the office and warehouse building, canteen, waste skips and parking areas, will be within the footprint of the permanent compounds and the maximum parameters described.
Office and warehouse building	Location	The office and warehouse buildings will be located within the permanent compound and within limits of deviation of Work Nos. 8A and 8B as shown on the **Works Plans [**EN010106/APP/2.2~~REP2-005~~**]**.
	Scale	The maximum parameters for the office and warehouse building in Sunnica East Site A is 13 x 31m and 5m height
	Scale	The maximum parameters for the office and warehouse building in Sunnica East Site B is 25 x 35.5m and 8m height
	Design	Externally finished to be in keeping with the prevailing surrounding environment, most likely with a green, light grey or white painted finish.
	Design	The foundations will either be concrete base or monolith plinth to a maximum depth of 1m.
Parking areas	Location	The parking areas will be located within the limits of deviation of Work Nos. 8A and 8B as shown on the **Works Plans [**EN010106/APP/2.2~~REP2-005~~**],** within the footprint of the permanent compound area.

	Scale	Up to a maximum of 20 car parking places will be provided within each onsite substation area

Table 9 Work No. 9 Design Principles

Work No. 9— works to existing streets to facilitate access to Work Nos. 1 to 8.						
Works to Streets	Location	The works to streets will be located within the limits of deviation of Work No. 9 as shown on the **Works Plans [**EN010106/APP/2.2~~REP2-005~~**]** as more particularly described in the relevant **Schedule** of the **draft DCO [**EN010106/APP/3.1~~REP2-012~~**]** and shown on the **ARoW Plans [**EN010106/APP/2.3~~REP2-006~~**]** .				
		ARoW Access Reference	**Scheme Phase**			
			Construction	**Operation**	**Decommissioning**	**Comment**
		Sunnica East Sites A and B				
		SE-A	√	√	√	Access SE-A will only be used during construction and decommissioning by cranes / Abnormal Indivisible Loads. The access will be retained during operation for use by emergency vehicles only to provide two accesses for the BESS area, in the event of a fire.
		SE-B	√	√	√	Access will be used during all phases.
		SE-C	√	√	√	Access SE-C is the primary access for Sunnica East Sites A and B and will be used during all phases.
		SE-D	√	√	√	Access will be used during all phases.
		SE-E	√	√	√	Access will be used during all phases.
		SE-F	√	√	√	Access will be used during all phases.
		SE-G	√	√	√	Access will be used during all phases.
		SE-H	√	X	√	Access SE-H will only be used during construction and

						decommissioning and will not be used during operation.
		SE-I	√	X	√	Access SE-I will only be used during construction and decommissioning and will not be used during operation.
		SE-J	X	√	X	Access SE-J will only be used during operation and will not be used during construction or decommissioning.
		SE-K	√	√	√	Access SE-K will only be used during construction and decommissioning by cranes / Abnormal Indivisible Loads. The access will be retained during operation for use by emergency vehicles only to provide two accesses for the BESS area, in the event of a fire.
		Sunnica West Sites A and B				
		SW-A	√	√	√	Access SW-A is the primary access for Sunnica West Sites A and B and will be used during all phases.
		SW-B	√	√	√	Access will be used during all phases.
		SW-C	√	√	√	Access will be used during all phases.
		~~SW-D~~	~~√~~	~~√~~	~~√~~	~~Access will be used during all phases.~~
		Burwell National Grid Substation Extension (Option 2)				

		CR-A	√	√	√	Access CR-A will provide access to Burwell National Grid Substation to facilitate connection to the National Electricity Transmission Network and will be used during all phases.
		~~**Burwell National Grid Substation Extension (Option 2)**~~				
		~~CR-B~~	~~√~~	~~√~~	~~√~~	~~Access will be required to the Burwell National Grid Substation Extension via CR-B for Option 2 and will be required during all phases, should this option be taken forward.~~
		Grid Connections Routes A and B				
		CR-B	√	√	X	The access locations across Grid Connection Routes A and B will be re-instated to their condition prior to the construction phase; however, the rights to utilise these access points will be retained during operation and secured through the DCO to allow access for maintenance, if required. Access to the Grid Connection Routes A and B is not required during decommissioning as the cable and infrastructure will remain *in-situ.*
		CR-C	√	√	X	
		CR -D	√	√	X	
		CR -E	√	√	X	
		CR -F	√	√	X	
		CR -G	√	√	X	
		CR -H	√	√	X	
		CR -I	√	√	X	
		CR -J	√	√	X	
		CR -K	√	√	X	
		CR -L ~~– Not Used~~	~~√~~	~~√~~	~~X~~	
		CR -M	√	√	X	
		CR -N	√	√	X	
		CR -O	√	√	X	
		CR -P	√	√	X	

		CR -Q	√	√	X	
		CR -R	√	√	X	
		CR -S	√	√	X	
		CR -T	√	√	X	
	Scale	Primary and crane / Abnormal Indivisible Loads access points will be a minimum of 6m in width.				
	Scale	Secondary accesses will be a minimum of 3.5m in width.				

Table 10 Work No. 10 Design Principles

Work No. 10— works to create and maintain stone curlew reserve.		
Stone Curlew Reserve	Location	The stone curlew works will be located within the limits of deviation of Work No. 10 as shown on the **Works Plans [EN010106/APP/2.2~~REP2-005~~]**.
	Design	The design of the Stone Curlew reserve will be designed as per the OLEMP contained within Appendix 10I of the ES **[EN010106/APP/6.2~~REP3-011~~]**) in accordance with requirement 8 of the DCO.

Appendix F Track Changed draft DCO

S T A T U T O R Y I N S T R U M E N T S

202* No.****

INFRASTRUCTURE PLANNING

The Sunnica Energy Farm Order 202*

Made - - - - ***

Coming into force - - ***

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An application has been made to the Secretary of State for an order granting development consent under section 37 of the Planning Act 2008 ("the 2008 Act")(**a**) in accordance with the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009(**b**).

The application has been examined by the Examining Authority appointed by the Secretary of State pursuant to chapter 3 of Part 6 of the 2008 Act and carried out in accordance with chapter 4 of Part 6 of the Infrastructure Planning (Examination Procedure) Rules 2010(**c**).

(**a**) 2008 c. 29. Section 37 was amended by section 137(5) of, and paragraph 5 of Schedule 13 to the Localism Act 2011 (c. 20).
(**b**) S.I. 2009/2264, amended by S.I 2010/439, S.I. 2010/602, S.I. 2012/635, S.I. 2012/2654, S.I. 2012/2732, S.I. 2013/522, S.I. 2013/755, S.I. 2014/469, S.I. 2014/2381, S.I. 2015/377, S.I. 2015/1682, S.I. 2017/524, S.I. 2017/572 and S.I. 2018/378.
(**c**) S.I. 2010/103.

The Examining Authority, having considered the application together with the documents that accompanied it, and the representations made and not withdrawn, has, in accordance with section 74(2)(**a**) of the 2008 Act made a report and recommendation to the Secretary of State;

The Secretary of State has considered the report and recommendation of the Examining Authority, has taken into account the environmental information in accordance with regulation 4 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017(**b**) and has had regard to the documents and matters referred to in section 105(2)(**c**) of the 2008 Act;

The Secretary of State, having decided the application, has determined to make an Order giving effect to the proposals comprised in the application on the terms that in the opinion of the Secretary of State are not materially different from those proposed in the application.

The Secretary of State, in exercise of the powers conferred by sections 114(**d**), 115(**e**), 120(**f**), 122(**g**) and 123(**h**) of the 2008 Act, makes the following Order—

PART 1

PRELIMINARY

Citation and commencement

1. This Order may be cited as the Sunnica Energy Farm Order and comes into force on [X].

Interpretation

2.—(1) In this Order—

"the 1961 Act" means the Land Compensation Act 1961(**i**);

"the 1965 Act" means the Compulsory Purchase Act 1965(**j**);

"the 1980 Act" means the Highways Act 1980(**k**);

"the 1981 Act" means the Compulsory Purchase (Vesting Declarations) Act 1981(**l**);

"the 1984 Act" means the Road Traffic Regulation Act 1984(**m**);

"the 1989 Act" means the Electricity Act 1989(**n**);

"the 1990 Act" means the Town and Country Planning Act 1990(**o**);

"the 1991 Act" means the New Roads and Street Works Act 1991(**p**);

"the 2008 Act" means the Planning Act 2008(**q**);

(**a**) As amended by paragraph 29(1) and (3) of Part 1 of Schedule 13 to the Localism Act 2011 (c. 20).
(**b**) S.I. 2017/572.
(**c**) Section 105(2) was amended by paragraph 50 of Schedule 13 to the Localism Act 2011.
(**d**) As amended by paragraph 55 of Part 1 of Schedule 13 to the Localism Act 2011.
(**e**) As amended by section 160 of the Housing and Planning Act 2016 (c. 22) and section 43 of the Wales Act 2017 (c. 4).
(**f**) As amended by section 140 and paragraph 60 of Part 1 of Schedule 13 to the Localism Act 2011.
(**g**) As amended by paragraph 62 of Part 1 of Schedule 13 to the Localism Act 2011.
(**h**) Ibid.
(**i**) 1961 c. 33.
(**j**) 1965 c. 56.
(**k**) 1980 c. 66.
(**l**) 1981 c. 66.
(**m**) 1984 c. 27.
(**n**) 1989 c. 29.
(**o**) 1990 c. 8.
(**p**) 1991 c. 22. Section 48(3A) was inserted by section 124 of the Local Transport Act 2008 (c. 26). Sections 78(4), 80(4), and 83(4) were amended by section 40 of, and Schedule 1 to, the Traffic Management Act 2004 (c. 18).
(**q**) 2008 c. 29.

"access and rights of way plans" means the plans of that name identified in the table at Schedule 10 (documents and plans to be certified) and which are certified by the Secretary of State as the access and rights of way plans for the purposes of this Order;

"address" includes any number or address used for the purposes of electronic transmission;

"apparatus" has the same meaning as in Part 3 (street works in England and Wales) of the 1991 Act except that, unless otherwise provided, it further includes pipelines (and parts of them), aerial markers, cathodic protection test posts, field boundary markers, transformer rectifier kiosks, electricity cables (but excluding the electrical cables as defined in this article), telecommunications equipment and electricity cabinets;

"authorised development" means the development described in Schedule 1 (authorised development) and any other development within the meaning of section 32 (meaning of "development") of the 2008 Act authorised by this Order;

"book of reference" means the document of that name identified in the table at Schedule 10 (documents and plans to be certified) and which is certified by the Secretary of State as the book of reference for the purposes of this Order;

"building" includes any structure or erection or any part of a building, structure or erection;

"carriageway" has the same meaning as in the 1980 Act;

"commence" means beginning to carry out a material operation, as defined in section 155 of the 2008 Act (which explains when development begins), comprised in or carried out for the purposes of the authorised development other than the permitted preliminary works (except where stated to the contrary) and "commencement", "commenced" and cognate expressions are to be construed accordingly;

"commercial use" means the export of electricity from any phase, and the import of electricity to any phase, by the authorised development on a commercial basis, following the date of final commissioning of any phase of the authorised development;

"date of final commissioning" means in respect of each phase of the authorised development as approved under requirement 3 of Schedule 2 (requirements) the date on which each phase of the authorised development commences operation by generating electricity on a commercial basis but excluding the generation of electricity during commissioning and testing;

"design principles" means the document of that name identified in the table at Schedule 10 (documents and plans to be certified) and which is certified by the Secretary of State as the design principles for the purposes of this Order;

"detailed archaeology mitigation strategy" means the document of that name identified in the table at Schedule 10 (documents and plans to be certified) and which is certified by the Secretary of State as the detailed archaeology mitigation strategy for the purposes of this Order;

"drainage strategy" means the document of that name identified in the table at Schedule 10 (documents and plans to be certified) and which is certified by the Secretary of State as the drainage strategy for the purposes of this Order;

"electrical cables" means—

(a) with respect to Work Nos. 1, 2 and 3, 33 kilovolt cables, low voltage cables, earthing cables and optical fibre cables;

(b) with respect to Work No. 4, 33 kilovolt cables~~, 132 kilovolt~~, 400 kilovolt cables, earthing cables and optical fibre cables;

~~(c) with respect to Work No. 5, 132 kilovolt cables and 400 kilovolt cables, earthing cables and optical fibre cables;~~

(c) ~~(d)~~data cables and auxiliary cables in respect of the above cables; and

(d) ~~(e)~~works associated with laying the above cables including jointing bays, fibre bays, cable ducts, cable protection, joint protection, manholes, kiosks, marker posts, underground cable marker, tiles and tape, send and receive pits for horizontal directional

drilling, trenching, lighting, and a pit or container to capture fluids associated with drilling;

"electronic transmission" means a communication transmitted—

(a) by means of an electronic communications network; or

(b) by other means but while in electronic form;

"environmental statement" means the document of that name identified in Schedule 10 (documents and plans to be certified) and which is certified by the Secretary of State as the environmental statement for the purposes of this Order;

"flood risk assessment" means the document of that name identified in the table at Schedule 10 (documents and plans to be certified) and which is certified by the Secretary of State as the flood risk assessment for the purposes of this Order;

"footpath" and "footway" have the same meaning as in the 1980 Act;

"framework construction environmental management plan" means the document of that name identified in the table at Schedule 10 (documents and plans to be certified) and which is certified by the Secretary of State as the framework construction environmental management plan for the purposes of this Order;

"framework construction traffic management plan" means the document of that name identified in the table at Schedule 10 (documents and plans to be certified) and which is certified by the Secretary of State as the framework construction traffic management plan for the purposes of this Order;

"framework decommissioning environmental management plan" means the plan of that name identified in the table at Schedule 10 (documents and plans to be certified) and which is certified by the Secretary of State as the framework decommissioning environmental management plan for the purposes of this Order;

"framework operational environmental management plan" means the document of that name identified in the table at Schedule 10 (documents and plans to be certified) and which is certified by the Secretary of State as the framework operational environmental management plan for the purposes of this Order;

"highway" and "highway authority" have the same meaning as in the 1980 Act(**a**);

"holding company" has the same meaning as in section 1159 of the Companies Act 2006(**b**);

"land and Crown land plans" means the plans of that name identified in the table at Schedule 10 (documents and plans to be certified) and which are certified by the Secretary of State as the land and Crown land plans for the purposes of this Order;

"limits of deviation" means the limits of deviation shown for each numbered work on the works plans;

"maintain" includes inspect, repair, adjust, alter, remove, refurbish, reconstruct, replace and improve any part of, but not remove, reconstruct or replace the whole of, the authorised development and "maintenance" and "maintaining" are to be construed accordingly;

"NGET" means National Grid Electricity Transmission Plc (company number 2366977) whose registered office is at 1 to 3 Strand, London WC2N 5EH;

"Order land" means the land shown on the land and Crown land plans which is within the limits of land to be acquired or used and described in the book of reference;

"Order limits" means the limits shown on the land and Crown land plans and works plans within which the authorised development may be carried out and land acquired or used;

"outline battery fire safety management plan" means the plan of that name identified in the table at Schedule 10 (documents and plans to be certified) and which is certified by the Secretary of State as the outline battery fire safety management plan for the purposes of this

(**a**) "highway" is defined in section 328(1). For "highway authority" see section 1.
(**b**) 2006 c. 46.

Order and which sets out the battery safety management principles to be included in the battery fire safety management plan pursuant to requirement 7 of Schedule 2 (requirements);

"outline landscape and ecology management plan" means the document of that name identified in the table at Schedule 10 (documents and plans to be certified) and which is certified by the Secretary of State as the outline landscape and ecology management plan for the purposes of this Order;

"outline skills, supply chain and employment plan" means the plan of that name identified in the table at Schedule 10 (documents and plans to be certified) and which is certified by the Secretary of State as the outline skills, supply chain and employment plan for the purposes of this Order;

"owner", in relation to land, has the same meaning as in section 7 (interpretation) of the Acquisition of Land Act 1981(**a**);

"permitted preliminary works" means all or any of—

(a) environmental surveys, geotechnical surveys, intrusive archaeological surveys and other investigations for the purpose of assessing ground conditions;

(b) above ground site preparation for temporary facilities for the use of contractors;

(c) remedial work in respect of any contamination or other adverse ground conditions;

(d) diversion and laying of apparatus;

(e) the provision of temporary means of enclosure and site security for construction;

(f) the temporary display of site notices or advertisements;

(g) removal of plant and machinery; or

(h) site clearance (including vegetation removal and demolition of buildings);

"permitted preliminary works traffic management plan" means the traffic management plan of that name to be submitted and approved pursuant to requirement 16(3) in relation to the permitted preliminary works referred to in that requirement;

"plot" means any plot as may be identified by reference to a number and which is listed in the book of reference and shown on the land and Crown land plans;

"relevant county authority" means the county council for the area in which the land to which the provisions of this Order apply is situated;

"relevant planning authority" means the district planning authority for the area in which the land to which the provisions of this Order apply is situated;

"requirements" means those matters set out in Schedule 2 (requirements) and "requirement" means any one of the requirements;

"restoration overlap plan" means the plan showing the overlap between the Order limits and the limits of the Worlington Quarry planning permission identified in the table at Schedule 10 (documents and plans to be certified) and which is certified by the Secretary of State as the restoration overlap plan for the purposes of this Order;

"statutory undertaker" means any person falling within section 127(8) (statutory undertakers' land) of the 2008 Act and includes a public communications provider defined by section 151(1) (interpretation of chapter 1) of the Communications Act 2003(**b**);

"street" means a street within the meaning of section 48 (streets, street works and undertakers) of the 1991 Act, together with land on the verge of a street or between two carriageways, and includes any footpath and part of a street;

"street authority", in relation to a street, has the same meaning as in Part 3 of the 1991 Act(**c**);

"street works" means the works listed in article 8(1) (street works);

(**a**) 1981 c. 67.
(**b**) 2003 c. 21.
(**c**) "street authority" is defined in section 49, which was amended by paragraph 117 of Schedule 1 to the Infrastructure Act (c. 7).

"subsidiary" has the same meaning as in section 1159 of the Companies Act 2006(**a**);

~~"substation notice" means the notice served by the undertaker on the relevant planning authority pursuant to requirement 23 informing the relevant planning authority of its decision whether or not to construct Work No 5B on the Work No. 5B land;~~

"traffic authority" has the same meaning as in section 121A(**b**) (traffic authorities) of the 1984 Act;

"traffic regulation measures plans – temporary measures" means the plans of that name identified in the table at Schedule 10 (documents and plans to be certified) and which is certified by the Secretary of State as the traffic regulation measures plans – temporary measures for the purposes of this Order;

"traffic regulation measures plans – temporary road closures" means the plans of that name identified in the table at Schedule 10 (documents and plans to be certified) and which is certified by the Secretary of State as the traffic regulation measures plans – temporary road closures for the purposes of this Order;

"undertaker" means Sunnica Limited (company number 08826077);

"Upper Tribunal" means the Lands Chamber of the Upper Tribunal;

"watercourse" includes every river, stream, creek, ditch, drain, canal, cut, culvert, dyke, sluice, sewer and passage through which water flows except a public sewer or drain;

~~"Work No. 5B land" means plots 20-11 and 20-12 as shown on the land and Crown land plans and described in the book of reference;~~

"works plans" means the plans of that name identified in the table at Schedule 10 (documents and plans to be certified) and which is certified by the Secretary of State as the works plans for the purposes of this Order; and

"Worlington Quarry planning permission" means planning permission F/04/022 granted by Suffolk County Council on 9 August 2004 as subsequently varied by application reference F/15/1386 (approved on 2 October 2015) and SCC/0273/16F6 (approved on 24 February 2017).

(2) References in this Order to rights over land include references to rights to do or restrain or to place and maintain anything in, on or under land or in the airspace above its surface and to any trusts or incidents (including restrictive covenants) to which the land is subject and references in this Order to the imposition of restrictive covenants are references to the creation of rights over land which interfere with the interests or rights of another and are for the benefit of land which is acquired under this Order or over which rights are created and acquired under this Order or is otherwise comprised in this Order.

(3) All distances, directions, capacities and lengths referred to in this Order are approximate and distances between lines or points on a numbered work comprised in the authorised development and shown on the works plans and access and rights of way plans are to be taken to be measured along that work.

(4) References in this Order to numbered works are references to the works comprising the authorised development as numbered in Schedule 1 (authorised development) and shown on the works plans and a reference in this Order to a work designated by a number, or by a combination of letters and numbers, is a reference to the work so designated in that Schedule and a reference to "Work No. 1" or "numbered work 1" means numbered works 1A to ~~1D~~ 1C inclusive and the same principle applies to such numbered works that contain letters.

(5) In this Order, the expression "includes" is to be construed without limitation.

(6) In this Order, references to any statutory body include that body's successor bodies.

(7) All areas described in square metres in the book of reference are approximate.

(**a**) 2006 c. 46.

(**b**) Section 121A was inserted by paragraph 70 of Schedule 8 to the 1991 Act, and subsequently amended by section 271 of the Greater London Authority Act 1999 (c. 29); section 1(6) of, and paragraphs 70 and 95 of Schedule 1 to the Infrastructure Act 2015; and S.I. 1999/1920 and S.I. 2001/1400.

PART 2

PRINCIPAL POWERS

Development consent etc. granted by this Order

3.—(1) Subject to the provisions of this Order and the requirements detailed in Schedule 2, the undertaker is granted development consent for the authorised development to be carried out within the Order limits.

(2) Each numbered work must be situated within the corresponding numbered area shown on the works plans and within the limits of deviation.

Operation of generating station

4.—(1) The undertaker is authorised to use and operate the generating station comprised in the authorised development.

(2) This article does not relieve the undertaker of any requirement to obtain any permit or licence under any other legislation that may be required from time to time to authorise the operation of an electricity generating station.

Power to maintain authorised development

5.—(1) The undertaker may at any time maintain the authorised development.

(2) This article only authorises the carrying out of maintenance works within the Order limits.

(3) This article does not authorise the carrying out of any works which are likely to give rise to any materially new or materially different effects that have not been assessed in the environmental statement.

Disapplication of legislation, etc.

6.—(1) The following provisions do not apply in relation to the construction of any work or the carrying out of any operation required for the purposes of, or in connection with, the construction, operation or maintenance of any part of the authorised development—

(a) Section 23 (prohibition of obstructions, etc. in watercourses) of the Land Drainage Act 1991(**a**);

(b) section 32 (variation of awards)(**b**) of the Land Drainage Act 1991;

(c) the provisions of any byelaws made under section 66 (powers to make byelaws)(**c**) of the Land Drainage Act 1991;

(d) the provisions of any byelaws made under, or having effect as if made under, paragraphs 5, 6 or 6A of Schedule 25 (byelaw-making powers of the authority) to the Water Resources Act 1991(**d**);

(e) regulation 12 (requirement for environmental permit) of the Environmental Permitting (England and Wales) Regulations 2016(**e**) in respect of a flood risk activity only;

(**a**) 1991 c. 59. Section 23 was amended by paragraph 192(2) of Schedule 22 to the Environment Act 1995 (c. 25), paragraphs 25 and 32 of Schedule 2 to the Flood and Water Management Act 2010 (c. 29) and S.I. 2013/755.

(**b**) Section 32 was amended by S.I. 2013/755.

(**c**) Section 66 was amended by paragraphs 25 and 38 of Schedule 2 to the Flood and Water Management Act 2010 and section 86 of the Water Act 2014 (c. 21).

(**d**) 1991 c. 57. Paragraph 5 was amended by section 100 of the Natural Environment and Rural Communities Act 2006 (c. 16), section 84 of, and paragraph 3 of Schedule 11 to the 2009 Act and S.I. 2013/755. Paragraph 6 was amended by section 105 of, and paragraph 26 of Schedule 15 to, the Environment Act 1995, sections 224, 233 and 321 of and paragraphs 20 and 24 of Schedule 16 and Part 5(B) of Schedule 22 to the 2009 Act and S.I. 2013/755. Paragraph 6A was inserted by section 103(3) of the Environment Act 1995.

(**e**) S.I. 2016/1154. Regulation 12 was amended by S.I. 2018/110.

(f) the legislation listed in Schedule 3 (legislation to be disapplied) in so far as the provisions still in force are incompatible with the powers contained within this Order; and

(g) the provisions of the Neighbourhood Planning Act 2017(**a**) insofar as they relate to temporary possession of land under articles 27 (temporary use of land for constructing the authorised development) and 28 (temporary use of land for maintaining the authorised development) of this Order.

(2) For the purposes of section 9 (requirement of licence for felling) of the Forestry Act 1967(**b**), any felling comprised in the carrying out of any work or operation required for the purposes of, or in connection with, the construction of the authorised development is deemed to be immediately required for the purpose of carrying out development authorised by planning permission granted under the 1990 Act.

(3) As from the date on which the permitted preliminary works are carried out or the authorised development is commenced, whichever is the earlier, any conditions of the Worlington Quarry planning permission that relate to the land coloured yellow on the restoration overlap plan cease to have effect to the extent that they are inconsistent with the authorised development or with anything done or approved under Schedule 2 (requirements).

Defence to proceedings in respect of statutory nuisance

7.—(1) Where proceedings are brought under section 82(1) (summary proceedings by a person aggrieved by statutory nuisance) of the Environmental Protection Act 1990(**c**) in relation to a nuisance falling within paragraph (g) of section 79(1) (noise emitted from premises so as to be prejudicial to health or a nuisance) of that Act no order may be made, and no fine may be imposed, under section 82(2) 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 construction of the authorised development in accordance with a notice served under section 60 (control of noise on construction site), or a consent given under section 61 (prior consent for work on construction site) or section 65 (noise exceeding registered level) of the Control of Pollution Act 1974(**d**); or

(ii) is a consequence of the construction or maintenance of the authorised development and that it cannot reasonably be avoided; or

(b) is a consequence of the use of the authorised development and that it cannot be reasonably be avoided.

(2) Section 61(9) (consent for work on construction site to include statement that it does not of itself constitute a defence to proceedings under section 82 of the Environmental Protection Act 1990) of the Control of Pollution Act 1974 and section 65(8) (corresponding provision in relation to consent for registered noise level to be exceeded) of that Act, do not apply where the consent relates to the use of the premises by the undertaker for purposes of, or in connection with, the construction or maintenance of the authorised development.

(**a**) 2017 c. 20.
(**b**) Section 9 was amended by section 4 of, and paragraph 141 of, Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c. 11) and S.I. 2013/755. There are other amendments to section 9 that are not relevant to this Order.
(**c**) 1990 c. 43.
(**d**) 1974 c. 40. Sections 61(9) and 65(8) were amended by section 162 of, and paragraph 15 of Schedule 3 to, the Environmental Protection Act 1990, c. 25. There are other amendments to the 1974 Act which are not relevant to the Order.

PART 3

STREETS

Street Works

8.—(1) The undertaker may, for the purposes of the authorised development, enter on so much of any of the streets specified in Schedule 4 (streets subject to street works) and may—

(a) break up or open the street, or any sewer, drain or tunnel under it;

(b) drill, tunnel or bore under the street;

(c) place and keep apparatus under the street;

(d) maintain apparatus under the street, change its position or remove it;

(e) repair, replace or otherwise alter the surface or structure of the street; and

(f) execute any works required for or incidental to any works referred to in sub-paragraphs (a) to (e).

(2) The authority given by paragraph (1) is a statutory right for the purposes of sections 48(3) (streets, street works and undertakers) and 51(1) (prohibition of unauthorised street works) of the 1991 Act.

(3) In this article "apparatus" has the same meaning as in Part 3 of the 1991 Act.

(4) Where the undertaker is not the street authority, the provisions of sections 54 (notice of certain works) to 106 (index of defined expressions) of the 1991 Act apply to any street works carried out until paragraph (1).

Power to alter layout, etc., of streets

9.—(1) The undertaker may for the purposes of the authorised development alter the layout of or carry out any works in the street—

(a) in the case of the streets specified in column 2 of the table in Part 1 (permanent alteration of layout) of Schedule 5 (alteration of streets) permanently in the manner specified in relation to that street in column 3; and

(b) in the case of the streets specified in column 2 of the table in Part 2 (temporary alteration of layout) of Schedule 5 temporarily in the manner specified in relation to that street in column 3.

(2) Without prejudice to the specific powers conferred by paragraph (1), but subject to paragraphs (3) and (4), the undertaker may, for the purposes of constructing, operating or maintaining the authorised development, alter the layout of any street and, without limitation on the scope of this paragraph, the undertaker may—

(a) alter the level or increase the width of any kerb, footway, cycle track or verge; and

(b) make and maintain passing places.

(3) The undertaker must restore any street that has been temporarily altered under this Order to the reasonable satisfaction of the street authority.

(4) The powers conferred by paragraph (2) may not be exercised without the consent of the street authority.

(5) Paragraphs (3) and (4) do not apply where the undertaker is the street authority for a street in which the works are being carried out.

Construction and maintenance of altered streets

10.—(1) The permanent alterations to each of the streets specified in Part 1 (permanent alteration of layout) of Schedule 5 (alteration of streets) to this Order must be completed to the reasonable satisfaction of the highway authority and, unless otherwise agreed by the highway authority, the alterations must be maintained by and at the expense of the undertaker for a period

of 12 months from their completion and from the expiry of that period by and at the expense of the highway authority.

(2) Subject to paragraph (3), the temporary alterations to each of the streets specified in Part 2 (temporary alteration of layout) of Schedule 5 must be completed to the reasonable satisfaction of the street authority and the temporary alterations must be maintained by and at the expense of the undertaker.

(3) Those restoration works carried out pursuant to article 9(3) (power to alter layout, etc., of streets) must be completed to the reasonable satisfaction of the street authority and must be maintained by the undertaker for a period of 12 months from their completion and from the expiry of that period by and at the expense of the street authority.

(4) In any action against the undertaker in respect of loss or damage resulting from any failure by it to maintain a street under this article, it is a defence (without prejudice to any other defence or the application of the law relating to contributory negligence) to prove that the undertaker had taken such care as in all the circumstances was reasonably required to secure that the part of the street to which the action relates was not dangerous to traffic.

(5) For the purposes of a defence under paragraph (4), a court must in particular have regard to the following matters—

(a) the character of the street including the traffic which was reasonably to be expected to use it;

(b) the standard of maintenance appropriate for a street of that character and used by such traffic;

(c) the state of repair in which a reasonable person would have expected to find the street;

(d) whether the undertaker knew, or could reasonably have been expected to know, that the condition of the part of the street to which the action relates was likely to cause danger to users of the street; and

(e) where the undertaker could not reasonably have been expected to repair that part of the street before the cause of action arose, what warning notices of its condition had been displayed,

but for the purposes of such a defence it is not relevant that the undertaker had arranged for a competent person to carry out or supervise the maintenance of that part of the street to which the action relates unless it is also proved that the undertaker had given that person proper instructions with regard to the maintenance of the street and that those instructions had been carried out.

Temporary stopping up of public rights of way

11.—(1) The undertaker, during and for the purposes of constructing or maintaining the authorised development, may temporarily stop up, prohibit the use of, authorise the use of, alter or divert any public right of way and may for any reasonable time—

(a) divert the traffic or a class of traffic from the public right of way;

(b) authorise for the purpose of crossing only the use of motor vehicles on classes of public rights of way where, notwithstanding the provisions of this article, there is otherwise no public right to use motor vehicles; and

(c) subject to paragraph (2), prevent all persons from passing along the public right of way.

(2) The undertaker must provide reasonable access for pedestrians going to or from premises abutting a public right of way affected by the temporary stopping up, prohibition, restriction, alteration or diversion of a public right of way under this article if there would otherwise be no such access.

(3) Without prejudice to the generality of paragraph (1), the undertaker may temporarily stop up, prohibit the use of, authorise the use of, restrict the use of, alter or divert—

(a) the public rights of way specified in column 2 of the table in Part 1 (public rights of way to be temporarily stopped up) of Schedule 6 (public rights of way) to the extent specified in column 3 of that table; and

(b) the public rights of way specified in column 2 of the table in Part 2 (temporary use of motor vehicles on public rights of way) of Schedule 6 to the extent specified in column 3 of that table.

(4) The undertaker must not temporarily stop up, prohibit the use of, restrict the use of, authorise the use of, alter or divert—

(a) any public right of way specified in paragraph (3) without first consulting the street authority during a period of not less than 28 days; and

(b) any other public right of way without the consent of the street authority, and the street authority may attach reasonable conditions to any such consent.

(5) Any person who suffers loss by the suspension of any private right of way under this article is entitled to compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(6) Without prejudice to the scope of paragraph (1), the undertaker may use any public right of way which has been temporarily stopped up under the powers conferred by this article and within the Order limits as a temporary working site.

(7) In this article expressions used in this article and in the 1984 Act have the same meaning.

Access to works

12. The undertaker may, for the purposes of the authorised development—

(a) form and lay out the permanent means of access, or improve existing means of access, in the locations specified in Part 1 (permanent means of access to works) of Schedule 7 (access to works);

(b) form and lay out the temporary means of access in the location specified in Part 2 (temporary means of access to works) of Schedule 7; and

(c) with the approval of the relevant planning authority after consultation with the highway authority, form and lay out such other means of access or improve existing means of access, at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised development.

Agreements with street authorities

13.—(1) A street authority and the undertaker may enter into agreements with respect to—

(a) the strengthening, improvement, repair or reconstruction of any street under the powers conferred by this Order;

(b) any stopping up, prohibition, restriction, alteration or diversion of a street authorised by this Order;

(c) the undertaking in the street of any of the works referred to in article 8 (street works) article 9 (power to alter layout, etc., of streets) and article 10(1) (construction and maintenance of new or altered means of access); or

(d) the adoption by a street authority which is the highway authority of works—

(i) undertaken on a street which is existing public maintainable highway; or

(ii) which the undertaker and highway authority agree to be adopted as public maintainable highway.

(2) If such an agreement provides that the street authority must undertake works on behalf of the undertaker the agreement may, without prejudice to the generality of paragraph (1)—

(a) make provision for the street authority to carry out any function under this Order which relates to the street in question;

(b) specify a reasonable time for the completion of the works; and

(c) contain such terms as to payment and otherwise as the parties consider appropriate.

PART 4

SUPPLEMENTAL POWERS

Discharge of water

14.—(1) Subject to paragraphs (3), (4) and (8) the undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the construction or maintenance of the authorised development and for that purpose may lay down, take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with, the watercourse, public sewer or drain.

(2) Any dispute arising from the making of connections to or the use of a public sewer or drain by the undertaker under paragraph (1) is to be determined as if it were a dispute under section 106 (right to communicate with public sewers) of the Water Industry Act 1991(**a**).

(3) The undertaker must not discharge any water into any watercourse, public sewer or drain except with the consent of the person to whom it belongs, whose consent may be given subject to terms and conditions as that person may reasonably impose.

(4) The undertaker must not make any opening into any public sewer or drain except—

(a) in accordance with plans approved by the person to whom the sewer or drain belongs; and

(b) where that person has been given the opportunity to supervise the making of the opening.

(5) Where the undertaker discharges water into, or makes any opening into, a watercourse, public sewer or drain belonging to or under the control of the Swaffham Internal Drainage Board, the provisions of Part 8 of Schedule 12 (protective provisions) apply in substitution for the provisions of paragraphs (3) and (4).

(6) The undertaker must take such steps as are reasonably practicable to secure that any water discharged into a watercourse or public sewer or drain pursuant to this article is as free as may be practicable from gravel, soil or other solid substance, oil or matter in suspension.

(7) This article does not authorise the entry into controlled waters of any matter whose entry or discharge into controlled waters requires a licence pursuant to the Environmental Permitting (England and Wales) Regulations 2016(**b**).

(8) In this article—

(a) "public sewer or drain" means a sewer or drain which belongs to Homes England, the Environment Agency, an internal drainage board, a joint planning board, a local authority, a National Park Authority, a sewerage undertaker or an urban development corporation; and

(b) other expressions, excluding watercourse, used both in this article and in the Water Resources Act 1991 have the same meaning as in that Act.

Removal of human remains

15.—(1) Before the undertaker constructs any part of the authorised development or carries out works which will or may disturb any human remains in the Order land it must remove those human remains from the Order land, or cause them to be removed, in accordance with the following provisions of this article.

(2) Subject to paragraph (11), before any such remains are removed from the Order land the undertaker must give notice of the intended removal, describing the Order land and stating the general effect of the following provisions of this article, by—

(a) publishing a notice once in each of two successive weeks in a newspaper circulating in the area of the authorised development; and

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(**a**) 1991 c. 56.
(**b**) S.I. 2016/1154.

(b) displaying a notice in a conspicuous place on or near the Order land.

(3) As soon as reasonably practicable after the first publication of a notice under paragraph (2) the undertaker must send a copy of the notice to the relevant planning authority.

(4) At any time within 56 days after the first publication of a notice under paragraph (2) any person who is a personal representative or relative of any deceased person whose remains are interred in the Order land may give notice in writing to the undertaker of that person's intention to undertake the removal of the remains.

(5) Where a person has given notice under paragraph (4), and the remains in question can be identified, that person may cause such remains to be—

(a) removed and reinterred in any burial ground or cemetery in which burials may legally take place; or

(b) removed to, and cremated in, any crematorium,

and that person must, as soon as reasonably practicable after such reinterment or cremation, provide to the undertaker a certificate for the purpose of enabling compliance with paragraph (10).

(6) If the undertaker is not satisfied that any person giving notice under paragraph (4) is the personal representative or relative as that person claims to be, or that the remains in question can be identified, the question is to be determined on the application of either party in a summary manner by the county court, and the court may make an order specifying who is to remove the remains and as to the payment of the costs of the application.

(7) The undertaker must pay the reasonable expenses of removing and reinterring or cremating the remains of any deceased person under this article.

(8) If—

(a) within the period of 56 days referred to in paragraph (4) no notice under that paragraph has been given to the undertaker in respect of any remains in the Order land; or

(b) such notice is given and no application is made under paragraph (6) within 56 days after the giving of the notice but the person who gave the notice fails to remove the remains within a further period of 56 days; or

(c) within 56 days after any order is made by the county court under paragraph (6) any person, other than the undertaker, specified in the order fails to remove the remains; or

(d) it is determined that the remains to which any such notice relates cannot be identified,

subject to paragraph (10) the undertaker must remove the remains and cause them to be reinterred in such burial ground or cemetery in which burials may legally take place as the undertaker thinks suitable for the purpose; and, so far as possible, remains from individual graves must be reinterred in individual containers which must be identifiable by a record prepared with reference to the original position of burial of the remains that they contain.

(9) If the undertaker is satisfied that any person giving notice under paragraph (4) is the personal representative or relative as that person claims to be and that the remains in question can be identified, but that person does not remove the remains, the undertaker must comply with any reasonable request that person may make in relation to the removal and reinterment or cremation of the remains.

(10) On the reinterment or cremation of any remains under this article—

(a) a certificate of reinterment or cremation must be sent by the undertaker to the Registrar General by the undertaker giving the date of reinterment or cremation and identifying the place from which the remains were removed and the place in which they were reinterred or cremated; and

(b) a copy of the certificate of reinterment or cremation and the record mentioned in paragraph (8) must be sent by the undertaker to the relevant planning authority mentioned in paragraph (3).

(11) No notice is required under paragraph (2) before the removal of any human remains where the undertaker is satisfied—

(a) that the remains were interred more than 100 years ago; and

(b) that no relative or personal representative of the deceased is likely to object to the remains being removed in accordance with this article.

(12) In the case of remains in relation to which paragraph (11) applies, the undertaker—

(a) may remove the remains;

(b) must apply for direction from the Secretary of State under paragraph (14) as to their subsequent treatment; and

(c) must deal with the remains in such manner, and subject to such conditions, as the Secretary of State directs.

(13) In this article—

(a) references to personal representative of the deceased are to a person or persons who—

(i) is the lawful executor of the estate of the deceased; or

(ii) is the lawful administrator of the estate of the deceased.

(14) The removal and subsequent treatment of the remains of any deceased person under this article must be carried out in accordance with any directions which may be given by the Secretary of State.

(15) Any jurisdiction or function conferred on the county court by this article may be exercised by the district judge of the court.

(16) Section 25 (offence of removal of body from burial ground) of the Burial Act 1857(**a**) is not to apply to a removal carried out in accordance with this article.

Protective works to buildings

16.—(1) Subject to the following provisions of this article, the undertaker may at its own expense carry out such protective works to any building lying within the Order limits as the undertaker considers necessary or expedient.

(2) Protective works may be carried out—

(a) at any time before or during the construction of any part of the authorised development in the vicinity of the building; or

(b) after the completion of that part of the authorised development in the vicinity of the building at any time up to the end of the period of five years beginning with the date of final commissioning.

(3) For the purpose of determining how the powers under this article are to be exercised, the undertaker may enter and survey any building falling within paragraph (1) and any land within its curtilage.

(4) For the purpose of carrying out protective works under this article to a building, the undertaker may (subject to paragraphs (5) and (6))—

(a) enter the building and any land within its curtilage; and

(b) where the works cannot be carried out reasonably conveniently without entering land which is adjacent to the building but outside its curtilage, enter the adjacent land (but not any building erected on it).

(5) Before exercising—

(a) a right under paragraph (1) to carry out protective works to a building;

(b) a right under paragraph (3) to enter a building and land within its curtilage;

(c) a right under paragraph (4)(a) to enter a building and land within its curtilage; or

(d) a right under paragraph (4)(b) to enter land,

(**a**) 1857 c. 81.

the undertaker must, except in the case of emergency, serve on the owners and occupiers of the building or land not less than 14 days' notice of its intention to exercise that right and, in a case falling within sub-paragraph (a), (c) or (d), specifying the protective works proposed to be carried out.

(6) Where a notice is served under paragraph (5)(a), (5)(c) or (5)(d), the owner or occupier of the building or land concerned may, by serving a counter-notice within the period of 10 days beginning with the day on which the notice was served, require the question whether it is necessary or expedient to carry out the protective works or to enter the building or land to be referred to arbitration under article 39 (arbitration).

(7) The undertaker must compensate the owners and occupiers of any building or land in relation to which rights under this article have been exercised for any loss or damage arising to them by reason of the exercise of those rights.

(8) Where—

(a) protective works are carried out under this article to a building; and

(b) within the period of five years beginning with the date of final commissioning it appears protective works are inadequate to protect the building against damage caused by the construction or use of that part of the authorised development,

the undertaker must compensate the owners and occupiers of the building for any loss or damage sustained by them.

(9) Nothing in this article relieves the undertaker from any liability to pay compensation under section 10(2) (compensation for injurious affection) of the 1965 Act.

(10) Any compensation payable under paragraph (7) or (8) must be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(11) In this article "protective works" in relation to a building means—

(a) underpinning, strengthening and any other works the purpose of which is to prevent damage which may be caused to the building by the construction, maintenance or use of the authorised development; and

(b) any works the purpose of which is to remedy any damage which has been caused to the building by the construction, maintenance or use of the authorised development.

(12) In this article "building" includes any structure or erection or any part of a building, structure or erection.

Authority to survey and investigate the land

17.—(1) The undertaker may for the purposes of this Order enter on any land shown within the Order limits or which may be affected by the authorised development or upon which entry is required in order to carry out monitoring or surveys in respect of the authorised development and—

(a) survey or investigate the land;

(b) without prejudice to the generality of sub-paragraph (a), make trial holes in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer and subsoil and remove soil samples;

(c) without prejudice to the generality of sub-paragraph (a), carry out ecological or archaeological investigations on such land including making trial trenches in such positions on the land as the undertaker thinks fit to carry out archaeological and site investigations; and

(d) place on, leave on and remove from the land apparatus and welfare facilities for use in connection with the survey and investigation of land and making of trial holes and trial trenches.

(2) No land may be entered or equipment placed or left on or removed from the land under paragraph (1) unless at least 14 days' notice has been served on every owner and occupier of the land.

(3) Any person entering land under this article on behalf of the undertaker—

(a) must, if so required before entering the land, produce written evidence of their authority to do so; and

(b) may take with them such vehicles and equipment as are necessary to carry out the survey or investigation or to make the trial holes.

(4) No trial holes are to be made under this article—

(a) in land located within the highway boundary without the consent of the highway authority; or

(b) in a private street without the consent of the street authority.

(5) Following completion of any survey, monitoring or investigation works the undertaker must remove all equipment, apparatus and welfare facilities placed on the land in connection with such survey, monitoring or investigations.

(6) The undertaker must compensate the owners and occupiers of the land for any loss or damage arising by reason of the exercise of the authority conferred by this article, such compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(7) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the 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 (application of compulsory acquisition provisions) of the 2008 Act.

PART 5

POWERS OF ACQUISITION

Compulsory acquisition of land

18.—(1) The undertaker may acquire compulsorily so much of the Order land as is required for the authorised development or to facilitate it, or as is incidental to it.

~~(1) Subject to paragraph (5) the undertaker must not exercise the power conferred by paragraph (1) to compulsorily acquire the Work No. 5B land until it has complied with the provisions of paragraphs (3) and (4).~~

~~(2) On or after the date of the submission of the substation notice in accordance with requirement 23 of Schedule 2 to this Order, the undertaker must notify the owners and occupiers of the Work No. 5B land whether or not the undertaker will implement Work No. 5B.~~

~~(3) If the undertaker notifies the owners and occupiers of the Work No. 5B land—~~

~~(a) that it will implement Work No. 5B, then the power conferred by paragraph (1) may be exercised by the undertaker over the Work No. 5B land from the date of service of that notice; or~~

~~(b) that it will not implement Work No. 5B, then the power conferred by paragraph (1) can no longer be exercised by the undertaker over the Work No. 5B land.~~

~~(4) Nothing in paragraphs (2) to (4) preclude the undertaker from exercising the powers conferred by article 20 (compulsory acquisition of rights) and article 27 (temporary use of land for constructing the authorised development) over the Work No. 5B land.~~

(2) ~~(5)~~This article is subject to paragraph (2) of article 20 (compulsory acquisition of rights), article 27 (temporary use of land for constructing the authorised development) and article 45 (Crown rights).

Time limit for exercise of authority to acquire land compulsorily

19.—(1) After the end of the period of five years beginning on the day on which this Order is made—

(a) no notice to treat is to be served under Part 1 (compulsory purchase under Acquisition of Land Act 1946) of the 1965 Act; and

(b) no declaration is to be executed under section 4 (execution of declaration) of the 1981 Act as applied by article 22 (application of the 1981 Act).

(2) The authority conferred by article 27 (temporary use of land for constructing the authorised development) ceases at the end of the period referred to in paragraph (1), except that nothing in this paragraph prevents the undertaker remaining in possession of land after the end of that period, if the land was entered and possession was taken before the end of that period.

Compulsory acquisition of rights

20.—(1) Subject to paragraph (2), the undertaker may acquire compulsorily such rights over the Order land or impose such restrictive covenants over the Order land as may be required for any purpose for which that land may be acquired under article 18 (compulsory acquisition of land), by creating them as well as by acquiring rights already in existence.

(2) Subject to the provisions of this paragraph, article 21 (private rights) and article 29 (statutory undertakers), in the case of the Order land specified in column 1 of Schedule 8 (land in which only new rights etc. may be acquired) the undertaker's powers of compulsory acquisition are limited to the acquisition of such new rights and the imposition of restrictive covenants for the purpose specified in relation to that land in column 2 of that Schedule.

(3) Subject to section 8 (other provisions as to divided land) and Schedule 2A (counter-notice requiring purchase of land) of the 1965 Act (as substituted by paragraph 5(8) of Schedule 9 (modification of compensation and compulsory purchase enactments for the creation of new rights and imposition of new restrictive covenants)), where the undertaker creates or acquires an existing right over land or the benefit of a restrictive covenant under paragraph (1) or (2), the undertaker is not required to acquire a greater interest in that land.

(4) Schedule 9 (modification of compensation and compulsory purchase enactments for the creation of new rights and imposition of new restrictive covenants) has effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their application in relation to the compulsory acquisition under this article of a right over land by the creation of a new right or the imposition of restrictive covenants.

(5) In any case where the acquisition of new rights or imposition of a restriction under paragraph (1) or (2) is required for the purpose of diverting, replacing or protecting apparatus of a statutory undertaker, the undertaker may, with the consent of the Secretary of State, transfer the power to acquire such rights to the statutory undertaker in question.

(6) The exercise by a statutory undertaker of any power in accordance with a transfer under paragraph (5) is subject to the same restrictions, liabilities and obligations as would apply under this Order if that power were exercised by the undertaker.

(7) This article is subject to article 45 (Crown rights).

Private Rights

21.—(1) Subject to the provisions of this article, all private rights over land subject to compulsory acquisition under this Order are extinguished—

(a) from the date of acquisition of the land, or of the right, or of the benefit of the restrictive covenant by the undertaker, whether compulsorily or by agreement; or

(b) on the date of entry on the land by the undertaker under section 11(1) (power of entry) of the 1965 Act,

whichever is the earliest.

(2) Subject to the provisions of this article, all private rights or restrictive covenants over land subject to the compulsory acquisition of rights or the imposition of restrictive covenants under article 20 (compulsory acquisition of rights) cease to have effect in so far as their continuance would be inconsistent with the exercise of the right or compliance with the restrictive covenant—

(a) as from the date of the acquisition of the right or imposition of the restrictive covenant by the undertaker (whether the rights is acquired compulsorily, by agreement or through the grant of a lease of the land by agreement); or

(b) on the date of entry on the land by the undertaker under section 11(1) (power of entry) of the 1965 Act in pursuance of the right,

whichever is the earliest.

(3) Subject to the provisions of this article, all private rights or restrictive covenants over land of which the undertaker takes temporary possession under this Order are suspended and unenforceable, in so far as their continuance would be inconsistent with the purpose for which temporary possession is taken, for as long as the undertaker remains in lawful possession of the land.

(4) Any person who suffers loss by the extinguishment or suspension of any private right or restrictive covenant under this article is entitled to compensation in accordance with the terms of section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act to be determined, in case of dispute, under Part 1 of the 1961 Act.

(5) This article does not apply in relation to any right to which section 138 (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) of the 2008 Act or article 29 (statutory undertakers) applies.

(6) Paragraphs (1) to (3) have effect subject to—

(a) any notice given by the undertaker before—

(i) the completion of the acquisition of the land or the acquisition of rights or the imposition of restrictive covenants over or affecting the land;

(ii) the undertaker's appropriation of the land;

(iii) the undertaker's entry onto the land; or

(iv) the undertaker's taking temporary possession of the land,

that any or all of those paragraphs do not apply to any right specified in the notice; or

(b) any agreement made at any time between the undertaker and the person in or to whom the right in question is vested or belongs.

(7) If an agreement referred to in paragraph (6)(b)—

(a) is made with a person in or to whom the right is vested or belongs; and

(b) is expressed to have effect also for the benefit of those deriving title form or under that person,

the agreement is effective in respect of the persons so deriving title, whether that title was derived before or after the making of the agreement.

(8) References in this article to private rights over land include any right of way, trust, incident, restrictive covenant, easement, liberty, privilege, right or advantage annexed to land and adversely affecting other land, including any natural right to support; and include restrictions as to the user of land arising by virtue of a contract, agreement or undertaking having that effect.

Application of the 1981 Act

22.—(1) The 1981 Act applies as if this Order were a compulsory purchase order.

(2) The 1981 Act, as applied by paragraph (1), has effect with the following modifications.

(3) In section 1 (application of the Act), for subsection 2 substitute—

(2) This section applies to any Minister, any local or other public authority or any other body or person authorised to acquire land by means of a compulsory purchase order..

(4) In section 5(2) (earliest date for execution of declaration) omit the words from "and this subsection" to the end.

(5) Section 5A (time limit for general vesting declaration) is omitted(**a**).

(6) In section 5B(1) (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 (legal challenges relating to applications for orders granting development consent) of the 2008 Act, the five year period mentioned in article 19 (time limit for exercise of authority to acquire land compulsorily) of the Sunnica Energy Farm Order 202*".

(7) In section 6 (notices after extension 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".

(8) In section 7 (constructive notice to treat), in subsection (1)(a) omit the words "(as modified by section 4 of the Acquisition of Land Act 1981)".

(9) In Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration), for paragraph 1(2) substitute—

> (2) But see article 23(3) (acquisition of subsoil only) of the Sunnica Energy Farm Order 202*, which excludes the acquisition of subsoil only from this Schedule..

(10) References to the 1965 Act in the 1981 Act must be construed as references to the 1965 Act as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act (and as modified by article 25 (modification of Part 1 of the Compulsory Purchase Act 1965)) to the compulsory acquisition of land under this Order.

Acquisition of subsoil only

23.—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil of the land referred to in paragraph (1) of article 18 (compulsory acquisition of land) or article 20 (compulsory acquisition of rights) as may be required for any purpose for which that land may be acquired under that provision instead of acquiring the whole of the land.

(2) Where the undertaker acquires any part of, or rights in, the subsoil of land, the undertaker is not required to acquire an interest in any other part of the land.

(3) The following do not apply in connection with the exercise of the power under paragraph (1) in relation to subsoil only—

(a) Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act;

(b) Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration) to the 1981 Act; and

(c) section 153(4A) (blighted land: proposed acquisition of part interest; material detriment test) of the 1990 Act.

(4) Paragraphs (2) and (3) are to be disregarded where the undertaker acquires a cellar, vault, arch or other construction forming part of a house, building or manufactory.

Power to override easements and other rights

24.—(1) Any authorised activity which takes place on land within the Order limits (whether the activity is undertaken by the undertaker or by any person deriving title from the undertaker or by any contractors, servants or agents of the undertaker) is authorised by this Order if it is done in accordance with the terms of this Order, notwithstanding that it involves—

(a) an interference with an interest or right to which this article applies; or

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(**a**) Section 5A to the 1981 Act was inserted by section 182(2) of the Housing and Planning Act 2016 (c. 22).

(b) a breach of a restriction as to the user of land arising by virtue of a contract.

(2) In this article "authorised activity" means—

(a) the erection, construction or maintenance of any part of the authorised development;

(b) the exercise of any power authorised by the Order; or

(c) the use of any land within the Order limits (including the temporary use of land).

(3) The interests and rights to which this article applies include any easement, liberty, privilege, right or advantage annexed to land and adversely affecting other land, including any natural right to support and include restrictions as to the user of land arising by the virtue of a contract.

(4) Where an interest, right or restriction is overridden by paragraph (1), compensation—

(a) is payable under section 7 (measure of compensation in case of severance) or 10 (further provision as to compensation for injurious affection) of the 1965 Act; and

(b) is to be assessed in the same manner and subject to the same rules as in the case of other compensation under those sections where—

(i) the compensation is to be estimated in connection with a purchase under that Act; or

(ii) the injury arises from the execution of works on or use of land acquired under that Act.

(5) Where a person deriving title under the undertaker by whom the land in question was acquired—

(a) is liable to pay compensation by virtue of paragraph (4); and

(b) fails to discharge that liability,

the liability is enforceable against the undertaker.

(6) Nothing in this article is to be construed as authorising any act or omission on the part of any person which is actionable at the suit of any person on any grounds other than such an interference or breach as is mentioned in paragraph (1).

Modification of Part 1 of the Compulsory Purchase Act 1965

25.—(1) Part 1 of the 1965 Act (compulsory acquisition under Acquisition of Land Act 1946), as applied to this Order by section 125 (application of compulsory acquisition provisions) of the 2008 Act, is modified as follows.

(2) In section 4A(1) (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 (legal challenges relating to applications for orders granting development consent) of the 2008 Act, the five year period mentioned in article 19 (time limit for exercise of authority to acquire land compulsorily) of the Sunnica Energy Farm Order 202*".

(3) In section 11A (powers of entry: further notice of entry)—

(a) in subsection (1)(a), after "land" insert "under that provision"; and

(b) in subsection (2), after "land" insert "under that provision".

(4) In section 22(2) (expiry of time limit for exercise of compulsory purchase power not to affect acquisition of interests omitted from purchase), for "section 4 of this Act" substitute "article 19 (time limit for exercise of authority to acquire land compulsorily) of the Sunnica Energy Farm Order 202*".

(5) In Schedule 2A (counter-notice requiring purchase of land not in notice to treat)—

(a) for paragraphs 1(2) and 14(2) substitute—

(2) But see article 23(3) (acquisition of subsoil only) of the Sunnica Energy Farm Order 202*, which excludes the acquisition of subsoil only from this Schedule.; and

(b) after paragraph 29 insert—

PART 4

INTERPRETATION

30. In this Schedule, references to entering on and taking possession of land do not include doing so under article 16 (protective works to buildings), article 27 (temporary use of land for constructing the authorised development) or article 28 (temporary use of land for maintaining the authorised development) of the Sunnica Energy Farm Order 202*..

Rights under or over streets

26.—(1) The undertaker may enter on, appropriate and use so much of the subsoil of or airspace over any street within the Order limits as may be required for the purposes of the authorised development and may use the subsoil or airspace for those purposes or any other purpose ancillary to the authorised development.

(2) Subject to paragraph (3), the undertaker may exercise any power conferred by paragraph (1) in relation to a street without being required to acquire any part of the street or any easement or right in the street.

(3) Paragraph (2) does not apply in relation to—

(a) any subway or underground building; or

(b) any cellar, vault, arch or other construction in, on or under a street which forms part of a building fronting onto the street.

(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 (determination of questions of disputed compensation) of the 1961 Act.

(5) Compensation is not payable under paragraph (4) to any person who is an undertaker to whom section 85 (sharing cost of necessary measures) of the 1991 Act applies in respect of measures of which the allowable costs are to be borne in accordance with that section.

Temporary use of land for constructing the authorised development

27.—(1) The undertaker may, in connection with the construction of the authorised development—

(a) enter on and take temporary possession of—

(i) the land shown coloured green on sheet 21 of the land and Crown land plans and labelled plot 21-04 and described in the book of reference, for the purposes of carrying out works to enable the passage of abnormal indivisible loads and for the passage of such loads;

(ii) any other Order land in respect of which no notice of entry has been served under section 11 (powers of entry) of the 1965 Act and no declaration has been made under section 4 (powers of entry) of the 1981 Act (execution of declaration);

(b) remove any buildings, agricultural plant and apparatus, drainage, fences, debris and vegetation from that land;

(c) construct temporary works, haul roads, security fencing, bridges, structures and buildings on that land;

(d) use that land for the purposes of a temporary working site with access to the working site in connection with the authorised development;

(e) construct any works, on that land as are mentioned in Schedule 1 (authorised development); and

(f) carry out mitigation works required under the requirements in Schedule 2 (requirements) on that land.

(2) Paragraph (1) does not authorise the undertaker to take temporary possession of—

(a) any house or garden belonging to a house; or

(b) any building (other than a house) if it is for the time being occupied.

(3) Not less than 14 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(4) The undertaker must not remain in possession of any land under this article for longer than reasonably necessary and in any event must not, without the agreement of the owners of the land, remain in possession of any land under this article after the end of the period of one year beginning with the date of final commissioning of the part of the authorised development for which temporary possession of the land was taken unless the undertaker has, before the end of that period, served a notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act in relation to that land.

(5) Unless the undertaker has served notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act or otherwise acquired the land or rights over land subject to temporary possession, the undertaker must before giving up possession of land of which temporary possession has been taken under this article, remove all works and restore the land to the reasonable satisfaction of the owners of the land; but the undertaker is not required to—

(a) replace any building, structure, drain or electric line removed under this article;

(b) remove any drainage works installed by the undertaker under this article;

(c) remove any new road surface or other improvements carried out under this article to any street specified in Schedule 4 (streets subject to street works); or

(d) restore the land on which any works have been carried out under paragraph (1)(f) insofar as the works relate to mitigation works identified in the environmental statement or required pursuant to the requirements in Schedule 2 (requirements).

(6) The undertaker must not exercise the powers conferred by this Order to compulsorily acquire, or compulsorily acquire rights over, the land referred to in paragraph (1)(a)(i).

(7) The undertaker must pay compensation to the owners and occupiers of land which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of any power conferred by this article.

(8) Any dispute as to a person's entitlement to compensation under paragraph (6), or as to the amount of the compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(9) Nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the carrying out of the authorised development, other than loss or damage for which compensation is payable under paragraph (6).

(10) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(11) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use 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 (application of compulsory acquisition provisions) of the 2008 Act.

(12) Nothing in this article prevents the taking of temporary possession more than once in relation to any land that the undertaker takes temporary possession of under this article.

Temporary use of land for maintaining the authorised development

28.—(1) Subject to paragraph (2), at any time during the maintenance period relating to any part of the authorised development, the undertaker may—

(a) enter on and take temporary possession of any land within the Order land if such possession is reasonably required for the purpose of maintaining the authorised development;

(b) enter on any land within the Order land for the purpose of gaining such access as is reasonably required for the purpose of maintaining the authorised development; and

(c) construct such temporary works (including the provision of means of access) and buildings on the land as may be reasonably necessary for that purpose.

(2) Paragraph (1) does not authorise the undertaker to take temporary possession of—

(a) any house or garden belonging to a house; or

(b) any building (other than a house) if it is for the time being occupied.

(3) Not less than 28 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land.

(4) The undertaker may only remain in possession of land under this article for so long as may be reasonably necessary to carry out the maintenance of the part of the authorised development for which possession of the land was taken.

(5) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land.

(6) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of this article.

(7) Any dispute as to a person's entitlement to compensation under paragraph (6), or as to the amount of the compensation, must be determined under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(8) Nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the maintenance of the authorised development, other than loss or damage for which compensation is payable under paragraph (6).

(9) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(10) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use 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 (application of compulsory acquisition provisions) of the 2008 Act.

(11) In this article "the maintenance period" means the period of five years beginning with the date of final commissioning of the part of the authorised development for which temporary possession is required under this article except in relation to landscaping where "the maintenance period" means such period as set out in the landscape and ecological management plan which is approved by the relevant planning authority pursuant to requirement 8 beginning with the date on which that part of the landscaping is completed.

Statutory undertakers

29. Subject to the provisions of Schedule 12 (protective provisions) the undertaker may—

(a) acquire compulsorily, or acquire new rights or impose restrictive covenants over, the land belonging to statutory undertakers shown on the land and Crown land plans within the Order land and described in the book of reference; and

(b) extinguish the rights of, remove, relocate the rights of or reposition the apparatus belonging to statutory undertakers over or within the Order land and described in the book of reference.

Apparatus and rights of statutory undertakers in stopped up streets

30. Where a street is altered or diverted or its use is temporarily prohibited or restricted under article 8 (street works), article 9 (power to alter layout, etc., of streets), article 10 (construction and maintenance of new or altered means of access) or article 11 (temporary stopping up of streets and public rights of way) any statutory undertaker whose apparatus is under, in, on, along or across the street has the same powers and rights in respect of that apparatus, subject to Schedule 12 (protective provisions), as if this Order had not been made.

Recovery of costs of new connections

31.—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 29 (statutory undertakers) any person who is the owner or occupier of premises to which a supply was given from that apparatus is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of effecting a connection between the premises and any other apparatus from which a supply is given.

(2) Paragraph (1) does not apply in the case of the removal of a public sewer but where such a sewer is removed under article 29 (statutory undertakers), any person who is—

(a) the owner or occupier of premises the drains of which communicated with that sewer; or

(b) the owner of a private sewer which communicated with that sewer,

is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of making the drain or sewer belonging to that person communicate with any other public sewer or with a private sewage disposal plant.

(3) This article does not have effect in relation to apparatus to which Part 3 (street works in England and Wales) of the 1991 Act applies.

(4) In this article—

"public communications provider" has the same meaning as in section 151(1) (interpretation of Chapter 1) of the Communications Act 2003(**a**); and

"public utility undertaker" has the same meaning as in the 1980 Act.

PART 6

MISCELLANEOUS AND GENERAL

Benefit of the Order

32. Subject to article 33 (consent to transfer the benefit of the Order), the provisions of this Order have effect solely for the benefit of the undertaker.

Consent to transfer the benefit of the Order

33.—(1) Subject to the powers of this Order, the undertaker may—

(a) transfer to another person ("the transferee") any or all of the benefit of the provisions of this Order and such related statutory rights as may be agreed between the undertaker and the transferee; and

(b) grant to another person ("the lessee") for a period agreed between the undertaker and the lessee any or all of the benefit of the provisions of this Order and such related statutory rights as may be so agreed.

(**a**) 2003 c. 21.

(2) Where a transfer or grant has been made references in this Order to the undertaker, except in paragraph (8), are to include references to the transferee or lessee.

(3) The consent of the Secretary of State is required for the exercise of the powers of paragraph (1) except where—

(a) the transferee or lessee is the holder of a licence under section 6 (licences authorising supplies etc.) of the 1989 Act; or

(b) the time limits for claims for compensation in respect of the acquisition of land or effects upon land under this Order have elapsed and—

(i) no such claims have been made;

(ii) any such claim has been made and has been compromised or withdrawn;

(iii) compensation has been paid in full and final settlement of any such claim;

(iv) payment of compensation into court has taken place in lieu of settlement of any such claim; or

(v) it has been determined by a tribunal or court of competent jurisdiction in respect of any such claim that no compensation is payable.

(4) Where the consent of the Secretary of State is not required, the undertaker must notify the Secretary of State and, if such transfer or grant relates to the exercise of powers in its area, to the relevant planning authority in writing before transferring or granting a benefit referred to in paragraph (1).

(5) The notification referred to in paragraph (4) must state—

(a) the name and contact details the person to whom the benefit of the powers will be transferred or granted;

(b) subject to paragraph (6), the date on which the transfer will take effect;

(c) the powers to be transferred or granted;

(d) pursuant to paragraph (8), the restrictions, liabilities and obligations that will apply to the person exercising the powers transferred or granted; and

(e) where relevant, a plan showing the works or areas to which the transfer or grant relates.

(6) The date specified under paragraph (5)(b) must not be earlier than the expiry of fourteen days from the date of the receipt of the notification.

(7) The notification given must be signed by the undertaker and the person to whom the benefit of the powers will be transferred or granted as specified in that notification.

(8) Where the undertaker has transferred any benefit, or for the duration of any period during which the undertaker has granted any benefit—

(a) the benefit transferred or granted ("the transferred benefit") must include any rights that are conferred, and any obligations that are imposed, by virtue of the provisions to which the benefit relates;

(b) the transferred benefit will reside exclusively with the transferee or, as the case may be, the lessee and the transferred benefit will not be enforceable against the undertaker; and

(c) the exercise by a person of any benefits or rights conferred in accordance with any transfer or grant is subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.

Application of landlord and tenant law

34.—(1) This article applies to—

(a) any agreement for leasing to any person the whole or any part of the authorised development or the right to operate the same; and

(b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised development, or any part of it,

so far as any such agreement relates to the terms on which any land which is the subject of a lease granted by or under that agreement is to be provided for that person's use.

(2) No enactment or rule of law regulating the rights and obligations of landlords and tenants prejudices the operation of any agreement to which this article applies.

(3) Accordingly, no such enactment or rule of law applies in relation to the rights and obligations of the parties to any lease granted by or under any such agreement so as to—

(a) exclude or in any respect modify any of the rights and obligations of those parties under the terms of the lease, whether with respect to the termination of the tenancy or any other matter;

(b) confer or impose on any such party any right or obligation arising out of or connected with anything done or omitted on or in relation to land which is the subject of the lease, in addition to any such right or obligation provided for by the terms of the lease; or

(c) restrict the enforcement (whether by action for damages or otherwise) by any party to the lease of any obligation of any other party under the lease.

Operational land for purposes of the 1990 Act

35. Development consent granted by this Order is to be treated as specific planning permission for the purposes of section 264(3)(a) (cases in which land is to be treated as operational land) of the 1990 Act.

Felling or lopping of trees and removal of hedgerows

36.—(1) Subject to article 37 (trees subject to tree preservation orders), the undertaker may fell or lop any tree or shrub near any part of the authorised development or cut back its roots, if it reasonably believes it to be necessary to do so to prevent the tree or shrub from—

(a) obstructing or interfering with the construction, maintenance or operation of the authorised development or any apparatus used in connection with the authorised development;

(b) constituting a danger to persons using the authorised development; or

(c) obstructing or interfering with the passage of construction vehicles to the extent necessary for the purposes of construction of the authorised development.

(2) In carrying out any activity authorised by paragraph (1) or (4) the undertaker must—

(a) do no unnecessary damage to any tree or shrub;

(b) ensure all works are carried out to a reasonable standard in accordance with the relevant recommendations of appropriate British Standards or other more suitable recognised codes of good practice provided these meet or exceed the appropriate British Standards, except for where not practically possible;

(c) pay compensation to any person for any loss or damage arising from such activity; and

(d) take steps to avoid a breach of the provisions of the Wildlife and Countryside Act 1981(**a**) and the Conservation of Habitats and Species Regulations 2017(**b**) or any successor acts and regulations.

(3) Any dispute as to a person's entitlement to compensation under paragraph (2), or as to the amount of compensation, is to be determined under Part 1 of the 1961 Act.

(4) The undertaker may, for the purposes of the authorised development and subject to paragraph (2), remove any hedgerows within the Order limits that may be required for the purposes of constructing the authorised development.

(**a**) 1981 c.69.
(**b**) S.I. 2017/1012.

(5) The undertaker may not pursuant to paragraphs (1) and (4) fell or lop a tree or remove hedgerows within the extent of the publicly maintainable highway without the prior consent of the highway authority.

(6) In this article "hedgerow" has the same meaning as in the Hedgerows Regulations 1997(**a**).

Trees subject to tree preservation orders

37.—(1) The undertaker may fell or lop any tree within or overhanging land within the Order limits subject to a tree preservation order 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 development or any apparatus used in connection with the authorised development.

(2) In carrying out any activity authorised by paragraph (1)—

(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.

(3) The authority given by paragraph (1) constitutes a deemed consent under the relevant tree preservation order.

(4) Any dispute as to a person's entitlement to compensation under paragraph (2), or as to the amount of compensation, is to be determined under Part 1 of the 1961 Act.

Certification of plans and documents, etc.

38.—(1) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of all documents and plans listed in the table at Schedule 10 (documents and plans to be certified) for certification that they are true copies of the documents referred to in this Order.

(2) A plan or document so certified is admissible in any proceedings as evidence of the contents of the document of which it is a copy.

Arbitration

39. Any difference under any provision of this Order, unless otherwise provided for, is to be referred to and settled in arbitration in accordance with the rules set out in Schedule 11 (arbitration rules) of this Order, by a single arbitrator to be agreed upon by the parties, within 14 days of receipt of the notice of arbitration, or if the parties fail to agree within the time period stipulated, to be appointed on application of either party (after giving written notice to the other) by the Secretary of State.

Protective Provisions

40. Schedule 12 (protective provisions) has effect.

Service of notices

41.—(1) A notice or other document required or authorised to be served for the purposes of this Order may be served—

(a) by post;

(b) by delivering it to the person on whom it is to be served or to whom it is to be given or supplied; or

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(**a**) S.I. 1997/1160.

(c) with the consent of the recipient and subject to paragraphs (6) to (8), by electronic transmission.

(2) Where the person on whom a notice or other document to be served for the purposes of this Order is a body corporate, the notice or document is duly served if it is served on the secretary or clerk of that body.

(3) For the purposes of section 7 (references to service by post) of the Interpretation Act 1978(**a**) 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—

(a) in the case of the secretary or clerk of a body corporate, the registered or principal office of that body; and

(b) in any other case, the last known address of that person at that time of service.

(4) Where for the purpose of this Order a notice or other document is required or authorised to be served on a person as having an interest in, or as the occupier of, land and the name or address of that person cannot be ascertained after reasonable enquiry, the notice may be served by—

(a) addressing it to that person by the description of "owner", or as the case may be "occupier" of the land (describing it); and

(b) either leaving it in the hands of the person who is or appears to be resident or employed on the land or leaving it conspicuously affixed to some building or object on or near the land.

(5) Where a notice or other document required to be served or sent for the purposes of this Order is served or sent by electronic transmission the requirement is to be taken to be fulfilled only where—

(a) the recipient of the notice or other document to be transmitted has given consent to the use of electronic transmission in writing or by electronic transmission;

(b) the notice or document is capable of being accessed by the recipient;

(c) the notice or document is legible in all material respects; and

(d) the notice or document is in a form sufficiently permanent to be used for subsequent reference.

(6) Where the recipient of a notice or other document served or sent by electronic transmission notifies the sender within seven days of receipt that the recipient requires a paper copy of all or any part of that notice or other document the sender must provide such a copy as soon as reasonably practicable.

(7) Any consent to the use of an electronic transmission by a person may be revoked by that person in accordance with paragraph (8).

(8) Where a person is no longer willing to accept the use of electronic transmission for any of the purposes of this Order—

(a) that person must give notice in writing or by electronic transmission revoking any consent given by that person for that purpose; and

(b) such revocation is final and takes effect on a date specified by the person in the notice but that date must not be less than seven days after the date on which the notice is given.

(9) This article does not exclude the employment of any method of service not expressly provided for by it.

Procedure in relation to certain approvals etc.

42.—(1) Where an application is made to or request is made of any authority or body named in any of the provisions of this Order for any consent, agreement or approval required or

(**a**) 1978 c. 30.

contemplated by any of the provisions of the Order, such consent, agreement or approval to be validly given, must be given in writing and must not be unreasonably withheld or delayed.

(2) Subject to paragraph (4), Schedule 13 (procedure for discharge) has effect in relation to all consents, agreements or approvals granted, refused or withheld in relation to any provision of this Order.

(3) Schedule 13 (procedure for discharge) does not apply in respect of any consents, agreements or approvals contemplated by the provisions of Schedule 12 (protective provisions) or any dispute under article 16(6) (protective work to buildings) to which paragraph (4) applies.

(4) Subject to any other provision in this Order, any difference or dispute arising under any provision of Schedule 12 (protective provisions) or article 16(6) (protective work to buildings) must, unless otherwise agreed in writing between the undertaker and the party in question, be referred to and settled in arbitration by a single arbitrator to be agreed upon by the parties within 14 days of receipt of the notice of arbitration, or if the parties fail to agree within the time period stipulated, to be appointed on application of either party (after giving written notice to the other) by the Secretary of State.

Guarantees in respect of payment of compensation

43.—(1) The undertaker must not exercise the powers conferred by the provisions referred to in paragraph (2) in relation to any land unless it has first put in place either—

(a) a guarantee, the form and amount of which has been approved by the Secretary of State in respect of the liabilities of the undertaker to pay compensation pursuant to the provisions referred to in paragraph (2); or

(b) an alternative form of security, the form and amount of which has been approved by the Secretary of State in respect of the liabilities of the undertaker to pay compensation pursuant to the provisions referred to in paragraph (2).

(2) The provisions are—

(a) article 18 (compulsory acquisition of land);

(b) article 20 (compulsory acquisition of rights);

(c) article 21 (private rights);

(d) article 23 (acquisition of subsoil only);

(e) article 24 (power to override easements and other rights);

(f) article 26 (rights under or over streets);

(g) article 27 (temporary use of land for constructing the authorised development);

(h) article 28 (temporary use of land for maintaining the authorised development); and

(i) article 29 (statutory undertakers).

(3) A guarantee or alternative form of security given in respect of any liability of the undertaker to pay compensation under this Order is to be treated as enforceable against the guarantor or person providing the alternative form of security by any person to whom such compensation is payable and must be in such a form as to be capable of enforcement by such a person.

(4) Nothing in this article requires a guarantee or alternative form of security to be in place for more than 15 years after the date on which the relevant power is exercised.

Traffic regulation measures

44.—(1) Subject to the provisions of this article, and the consent of the traffic authority in whose area the road is situated in, the undertaker may, for the purposes of construction, maintenance and decommissioning of the authorised development—

(a) make provision, in respect of those lengths of road specified in column 2 of Part 1 of Schedule 14 (traffic regulation measures) imposing the temporary speed limit mentioned in column 3 of that Part of that Schedule;

(b) make provision, in respect of those lengths of road specified in column 2 of Part 2 of Schedule 14 (traffic regulation measures), as to the direction of travel of vehicular traffic as specified in column 3 of that Part of that Schedule;

(c) make provision, in respect of those lengths of road specified in column 2 of Part 3 of Schedule 14 (traffic regulation measures) temporarily closing that road to the classes of road user specified in column 3 of that Part of that Schedule; and

(d) make provision temporarily suspending in whole or in part any order made, or having effect as if made, under the 1984 Act in so far as it is inconsistent with any prohibition, restriction or other provision made by the undertaker under this paragraph.

(2) Subject to the provisions of this article, and the consent of the traffic authority in whose area the road is situated, the undertaker may for the purposes of construction, maintenance and decommissioning of the authorised development, temporarily place traffic signs and signals in the extents of the road specified in column 2 of Part 4 of Schedule 14 (traffic regulation measures) and, subject to the consent of the traffic authority in whose area the road is situated, the placing of those traffic signs and signals is deemed to have been permitted by the traffic authority for the purposes of section 65 of the 1984 Act and the Traffic Signs Regulations and General Directions 2016(**a**).

(3) Subject to the provisions of this article and without limitation to the exercise of the powers conferred by paragraph (1), the undertaker may make temporary provision for the purposes of the construction, maintenance or decommissioning of the authorised development—

(a) as to the speed at which vehicles may proceed along any road;

(b) permitting, prohibiting or restricting the stopping, waiting, loading or unloading of vehicles on any road;

(c) as to prescribed routes for vehicular traffic or the direction or priority of vehicular traffic on any road;

(d) permitting, prohibiting or restricting the use by vehicular traffic or non-vehicular traffic of any road; and

(e) suspending or amending in whole or in part any order made, or having effect as if made, under the 1984 Act.

(4) No speed limit imposed by or under this Order applies to vehicles falling within regulation 3(4) of the Road Traffic Exemptions (Special Forces) (Variation and Amendment) Regulations 2011(**b**) when used in accordance with regulation 3(5) of those regulations.

(5) Prior to any application for the consent of the traffic authority under paragraphs (1) and (2), the undertaker shall carry out 21 days consultation with affected highway users by means of site notices and local advertisement and shall include a consultation report presenting the results of that consultation as part of its application for consent.

(6) Before exercising the power conferred by paragraph (3) the undertaker must—

(a) consult the chief officer of police in whose area the road is situated; and

(b) obtain the written consent of the traffic authority.

(7) The undertaker must not exercise the powers conferred by paragraphs (1), (2) or (3) unless the undertaker has—

(a) given not less than 4 weeks' notice in writing to the chief officer of police in whose area the road is situated and to the traffic authority; and

(b) not less than 7 days before the provision is to take effect, published the undertaker's intention to make the provision in one or more newspapers circulating in the area in which any road to which the provision relates is situated.

(**a**) S.I. 2016/362.
(**b**) S.I. 2011/935.

(8) Any provision made under the powers conferred by paragraphs (1) or (3) of this article may be suspended, varied or revoked by the undertaker from time to time by subsequent exercise of the powers conferred by paragraph (1) or (3).

(9) Any provision made by the undertaker under paragraphs (1) or (3)—

(a) must be made by written instrument in such form as the undertaker considers appropriate;

(b) has effect as if duly made by the traffic authority in whose area the road is situated, as a traffic regulation order under the 1984 Act and the instrument by which it is effected may specify savings and exemptions to which the provision is subject; and

(c) is deemed to be a traffic order for the purposes of Schedule 7 (road traffic contraventions subject to civil enforcement) to the 2004 Act.

Crown Rights

45.—(1) Nothing in this Order affects prejudicially any estate, right, power, privilege, authority or exemption of the Crown and in particular, nothing in this Order authorises the undertaker to take, use, enter upon or in any manner interfere with any land or rights of any description—

(a) belonging to Her Majesty in right of the Crown and forming part of The Crown Estate without the consent in writing of the Crown Estate Commissioners;

(b) belonging to Her Majesty in right of the Crown and not forming part of The Crown Estate without the consent in writing of the government department having the management of that land; or

(c) belonging to a government department or held in trust for Her Majesty for the purposes of a government department without the consent in writing of that government department.

(2) Paragraph (1) does not apply to the exercise of any right under this Order for the compulsory acquisition of an interest in any Crown land (as defined in the 2008 Act) which is for the time being held otherwise than by or on behalf of the Crown.

(3) A consent under paragraph (1) may be given unconditionally or subject to terms and conditions and is deemed to have been given in writing where it is sent electronically.

Signed by authority of the Secretary of State

Signature

Address
Title

Date
Department

SCHEDULES

SCHEDULE 1

Article 2

AUTHORISED DEVELOPMENT

1. In this Schedule—

"battery stations" means a station comprising transformers, switchgear, power conversion system (PCS) or inverter, and other ancillary equipment with each component for each battery station either—

(a) located outside, with a concrete foundation slab or concrete piling for each of the inverters and transformers and a levelling layer of thick sand with a concrete perimeter pavement for the switchgear; or

(b) housed together within a container sitting on a concrete foundation slab or concrete piling;

"East A Site" means land that forms part of the authorised development located south of Isleham in Cambridgeshire and Suffolk as shown on the works plans;

"East B Site" means land that forms part of the authorised development located between Worlington and Freckenham in Suffolk as shown on the works plans;

"energy storage" means equipment used for the storage of electrical energy;

"existing substation" means the existing substation at Burwell, Weirs Drove, Burwell, Cambridge CB25 0BP, owned and operated by NGET;

"inverter" means electrical equipment required to convert direct current power generated to alternating current;

"mounting structure" means a frame or rack made of galvanised steel or other material designed to support the solar modules and mounted on piles driven into the ground by one of the following methods: piles rammed into a pre-drilled hole, a pillar attaching to a steel ground screw, pillars fixed to a concrete foundation, or a pillar set in concrete in a pre-made hole in the ground (micro piled);

"permissive paths" means new access tracks providing restricted public access within the Order limits along the route shown in Annex A to the outline landscape and ecology management plan;

"solar module" means a solar photovoltaic panel designed to convert solar irradiance to electrical energy fitted to mounting structures;

"solar stations" means a station comprising inverters, transformers and switchgear with each component for each solar station either—

(a) located outside, with a concrete foundation slab for each of the inverters, transformers and switchgear and a levelling layer of thick sand with a concrete perimeter pavement; or

(b) housed together within a container sitting on a concrete foundation slab and a levelling layer of thick sand with a concrete perimeter pavement;

"substation" means a compound, containing electrical equipment required to switch, transform, convert electricity and provide reactive power compensation mounted on a reinforced foundation slab or piling;

"switchgear" means a combination of electrical disconnect switches, fuses or circuit breakers used to control, protect and isolate electrical equipment;

"transformer" means a structure containing an electrical device to transform electricity by increasing or reducing the voltage; and

"West A Site" means the land that forms part of authorised development located within the southern fields of the Chippenham Park Estate bordering the A11 and A14 corridor ~~in Cambridgeshire as shown on the works plans; and"West B Site" means the land that forms part of authorised development located to the east of Snailwell within the Chippenham Park Estate~~ in Cambridgeshire as shown on the works plans.

2. In the Districts of West Suffolk and East Cambridgeshire in the Counties of Cambridgeshire and Suffolk a nationally significant infrastructure project as defined in sections 14 and 15 of the 2008 Act and associated development under section 115(1)(b) of the 2008 Act.

The nationally significant infrastructure project comprises up to one generating station with a gross electrical output capacity of over 50 megawatts comprising all or any of the work numbers in this Schedule or any part of any work number in this Schedule—

Work No. 1— a ground mounted solar photovoltaic generating station with a gross electrical output capacity of over 50 megawatts including—

(a) **Work No. 1A**— works on the East A Site comprising—

(i) solar modules;

(ii) solar stations;

(iii) electrical cables including electrical cables connecting to Work No. 3A;

(iv) monitoring and control systems housed within a control room building or container; and

(v) weather stations and direct current (DC) electrical boxes,

(b) **Work No. 1B**— works on the East B Site comprising—

(i) solar modules;

(ii) solar stations;

(iii) electrical cables including electrical cables connecting to Work No. 3B;

(iv) monitoring and control systems housed within a control room building or container; and

(v) weather stations and DC electrical boxes, and

(c) **Work No. 1C**— works on the West A Site comprising—

(i) solar modules;

(ii) solar stations;

(iii) electrical cables including electrical cables connecting to Work No. 3C;

(iv) monitoring and control systems housed within a control room building or container; and

(v) weather stations and DC electrical boxes~~; and~~.

~~(d) **Work No. 1D** – works on the West B Site comprising –~~

~~(i) solar modules;~~

~~(ii) solar stations;~~

~~(iii) electrical cables including electrical cables connecting to Work No. 3C;~~

~~(iv) monitoring and control systems housed within a control room building or container; and~~

~~(v) weather stations and DC electrical boxes,~~

and associated development within the meaning of section 115(2) of the 2008 Act including—

Work No. 2— an energy storage facility of up to 500 megawatts of power at the point of grid connection including—

(a) **Work No. 2A**— a battery energy storage compound on the East A Site comprising—

(i) battery energy storage cells;

(ii) a structure protecting the battery energy storage cells comprised in Work No. 2A(i) and ancillary equipment, being either one container or multiple containers joined to each other, mounted on a reinforced concrete foundation slab or concrete piling;

(iii) heating, ventilation and air conditioning (HVAC) or liquid cooling systems either housed within the containers comprised in Work No. 2A(ii), attached to the side or top of each of the containers, or located separate from but near to each of the containers;

(iv) battery stations;

(v) monitoring and control systems housed within a container with the HVAC or liquid cooling systems in Work No. 2A(iii) or located separately in its own container or control room;

(vi) electrical cables including electrical cables connecting to Work No. 3A;

(vii) fire safety infrastructure comprising fire suppression system; and

(viii) a water storage structure for the purposes of firefighting comprising fire water tanks and fire water containment.

(b) **Work No. 2B**— a battery energy storage compound on the East B Site comprising—

(i) battery energy storage cells;

(ii) a structure protecting the battery energy storage cells comprised in Work No. 2B(i) and ancillary equipment, being either one container or multiple containers joined to each other, mounted on a reinforced concrete foundation slab or concrete piling;

(iii) heating, ventilation and air conditioning (HVAC) or liquid cooling systems either housed within the containers comprised in Work No. 2B(ii), attached to the side or top of each of the containers, or located separate from but near to each of the containers;

(iv) battery stations;

(v) monitoring and control systems housed within a container with the HVAC or liquid cooling systems in Work No. 2B(iii) or located separately in its own container or control room;

(vi) electrical cables including electrical cables connecting to Work No. 3B;

(vii) fire safety infrastructure comprising fire suppression system; and

(viii) a water storage structure for the purposes of firefighting comprising fire water tanks and fire water containment.

(c) **Work No. 2C**— a battery energy storage compound on the West A Site comprising—

(i) battery energy storage cells;

(ii) a structure protecting the battery energy storage cells comprised in Work No. 2C(i) and ancillary equipment, being either one container or multiple containers joined to each other, mounted on a reinforced concrete foundation slab or concrete piling;

(iii) heating, ventilation and air conditioning (HVAC) or liquid cooling systems either housed within the containers comprised in Work No. 2C(ii), attached to the side or top of each of the containers, or located separate from but near to each of the containers;

(iv) battery stations;

(v) monitoring and control systems housed within a container with the HVAC or liquid cooling systems in Work No. 2C(iii) or located separately in its own container or control room;

(vi) electrical cables including electrical cables connecting to Work No. 3C;

(vii) fire safety infrastructure comprising fire suppression system; and

(viii) a water storage structure for the purposes of firefighting comprising fire water tanks and fire water containment.

Work No. 3— onsite substations including—

(a) **Work No. 3A**— works on the East A Site comprising—

(i) substation;

(ii) control building or container;

(iii) welfare facilities;

(iv) hardstanding areas; and

(v) electrical cables including electrical cables connecting to Work Nos. 1A, 2A and 4;

(b) **Work No. 3B**— works on the East B Site comprising—

(i) substation;

(ii) shunt reactor;

(iii) control building or container;

(iv) welfare facilities;

(v) hardstanding areas; and

(vi) electrical cables including electrical cables connecting to Work Nos. 1B, 2B and 4; and

(c) **Work No. 3C**— works on the West A Site comprising—

(i) substation;

(ii) control building or container;

(iii) welfare facilities;

(iv) hardstanding and parking areas; and

(v) electrical cables including electrical cables connecting to Work Nos. 1C, ~~1D,~~ 2C and 4.

Work No. 4— works to lay electrical cables and temporary construction laydown areas for the electrical cables including—

(a) electrical cables connecting Work No. 3A to Work No. 3B;

(b) electrical cables connecting Work No. 3B to Work No. ~~5B~~3C;

(c) electrical cables connecting Work No. 3C to ~~Work No. 5B;~~the existing substation; and

~~(d) electrical cables connecting Work No.1D to Work No. 3C; and~~

(d) ~~(e)~~up to 15 temporary construction laydown areas comprising—

(i) areas of hardstanding, compacted ground or track matting;

(ii) car parking;

(iii) area to store materials and equipment;

(iv) site and welfare offices and workshops;

(v) security infrastructure, including cameras, perimeter fencing and lighting;

(vi) safety infrastructure to warn and manage traffic when crossing roads or other obstacles;

(vii) site drainage and waste management infrastructure (including sewerage); and

(viii) electricity, water, waste water and telecommunications connections.

Work No. 5— ~~works in connection with an extension to the existing substation including~~ Not Used.

~~(a) **Work No. 5B** an extension to the existing substation including~~

~~(i) laydown area comprising~~

~~(aa) areas of hardstanding, compacted ground or track matting;~~

~~(bb) car parking;~~

~~(cc) area to store materials and equipment;~~

~~(dd) site and welfare offices and workshops;~~

~~(ee) security infrastructure, including cameras, perimeter fencing and lighting;~~

~~(ff) site drainage and waste management infrastructure (including sewerage); and~~

~~(gg) electricity, water, waste water and telecommunications connections.~~

~~(ii) transformer compound;~~

~~(iii) substation;~~

~~(iv) control building;~~

~~(v) underground and above ground electrical cables including electrical cables connecting to the existing substation;~~

~~(vi) electrical bays to connect into existing network within the existing substation including disconnectors and ancillary equipment;~~

~~(vii) permanent means of access;~~

~~(viii) security and site lighting infrastructure, including cameras, perimeter fencing; and~~

~~(ix) flood protection measures being either a bund, wall or structures to raise Work Nos. 5B(ii), (iii), (iv) and (vi) off the ground.~~

~~(b) **Work No. 5C** – works to enable an extension to the substation including –~~

~~(i) underground and above ground electrical cables including electrical cables connecting to the existing substation;~~

~~(ii) soft landscaping including planting; and~~

~~(iii) landscape and biodiversity mitigation measures.~~

Work No. 6— works to create, enhance and maintain green infrastructure, including—

(a) **Work No. 6A**— works on the East A Site comprising—

(i) soft landscaping including planting;

(ii) landscape and biodiversity enhancement measures;

(iii) earth works;

(iv) permissive paths;

(v) hard standing and hard landscaping;

(vi) drainage and irrigation infrastructure and improvements or extensions to existing irrigation systems;

(vii) fencing, gates, boundary treatment and other means of enclosure; and

(viii) improvement, maintenance and use of existing private tracks;

(b) **Work No. 6B**—works on the East B Site comprising—

(i) soft landscaping including planting;

(ii) landscape and biodiversity enhancement measures;

(iii) earth works;

(iv) permissive paths;

(v) hard standing and hard landscaping;

(vi) drainage and irrigation infrastructure and improvements or extensions to existing irrigation systems;

(vii) fencing, gates, boundary treatment and other means of enclosure; and

(viii) improvement, maintenance and use of existing private tracks; and

(c) **Work No. 6C**— works on the West A Site comprising—

~~(i) soft landscaping including planting;~~

~~(ii) landscape and biodiversity enhancement measures;~~

~~(iii) earth works;~~

~~(iv) hard standing and hard landscaping;~~

~~(v) drainage and irrigation infrastructure and improvements or extensions to existing irrigation systems;~~

~~(vi) fencing, gates, boundary treatment and other means of enclosure; and~~

~~(vii) improvement, maintenance and use of existing private tracks; and~~

~~(d) **Work No. 6D** – works on the West B Site comprising –~~

(i) soft landscaping including planting;

(ii) landscape and biodiversity enhancement measures;

(iii) earth works;

(iv) hard standing and hard landscaping;

(v) drainage and irrigation infrastructure and improvements or extensions to existing irrigation systems;

(vi) fencing, gates, boundary treatment and other means of enclosure; and

(vii) improvement, maintenance and use of existing private tracks.

Work No. 7— temporary construction laydown areas including—

(a) **Work No. 7A**— a temporary construction laydown area on the East Site A comprising—

(i) areas of hardstanding;

(ii) car parking;

(iii) site and welfare offices and workshops;

(iv) security infrastructure, including cameras, perimeter fencing and lighting;

(v) site drainage and waste management infrastructure (including sewerage); and

(vi) electricity, water, waste water and telecommunications connections;

(b) **Work No. 7B**— up to five temporary construction laydown areas on the East Site B comprising—

(i) areas of hardstanding;

(ii) car parking;

(iii) site and welfare offices and workshops;

(iv) security infrastructure, including cameras, perimeter fencing and lighting;

(v) site drainage and waste management infrastructure (including sewerage); and

(vi) electricity, water, waste water and telecommunications connections; and

(c) **Work No. 7C**— up to three temporary construction laydown areas on the West Site A comprising—

~~(i) areas of hardstanding;~~

~~(ii) car parking;~~

~~(iii) security infrastructure, including cameras, perimeter fencing and lighting;~~

~~(iv) site drainage and waste management infrastructure (including sewerage); and~~

~~(v) electricity, water, waste water and telecommunications connections; and~~

~~(d) **Work No. 7D** – a temporary construction laydown area on the West Site B comprising –~~

(i) areas of hardstanding;

(ii) car parking;

(iii) security infrastructure, including cameras, perimeter fencing and lighting;

(iv) site drainage and waste management infrastructure (including sewerage); and

(v) electricity, water, waste water and telecommunications connections.

Work No. 8— warehouse buildings and permanent compounds comprising—

(a) **Work No. 8A**— warehouse building and a permanent compound on the East Site A comprising—

(i) a warehouse building for the storage for spare parts and office and welfare facilities;

(ii) a canteen either located within the warehouse building within Work No. 8A(i) or in a separate container or building;

(iii) waste skips;

(iv) parking areas; and

(v) a permanent compound area; and

(b) **Work No. 8B**— warehouse building and a permanent compound area on the East Site B comprising—

(i) a warehouse building for the storage of spare parts and office and welfare facilities;

(ii) a canteen either located within the warehouse building within Work No. 8B(i) or in a separate container or building;

(iii) waste skips;

(iv) parking areas; and

(v) a permanent compound area.

Work No. 9— works to existing streets to facilitate access to Work Nos. 1 to 8.

Work No. 10— works to create and maintain stone curlew reserve.

In connection with and in addition to Work Nos. 1 to 10 further associated development comprising such other works or operations as may be necessary or expedient for the purposes of or in connection with the authorised development, and which are within the Order limits and fall within the scope of the work assessed by the environmental statement, including—

(a) works within highways, including—

(i) alteration of the layout of any street permanently or temporarily, including increasing or reducing the width of the carriageway of any street by increasing or reducing the width of any kerb, footway, cycleway, or verge within the street including removal of any vegetation; and altering the level or increasing the width of any such kerb, footway, cycleway or verge within the street including removal of any vegetation; and works for the strengthening, improvement, repair, maintenance or reconstruction of any street;

(ii) street works, including breaking up or opening a street, or any sewer, drain or tunnel under it, and tunnelling or boring under a street;

(iii) relocation, removal or provision of new road traffic signs, signals, street lighting, road restraints and carriageway lane markings;

(iv) works to place, alter, remove or maintain street furniture or apparatus (including statutory undertakers' apparatus) in, under or above a street, including mains, sewers, drains, pipes, cables, cofferdams, lights, fencing and other boundary treatments; and

(v) works to facilitate traffic management and to deliver information relating to the authorised development; and

(b) other works and development including—

(i) works for the provision of fencing and security measures such as CCTV, columns, lighting and communication boxes;

(ii) laying down of internal access tracks, ramps, means of access, footpaths, roads and cycle routes;

(iii) bunds, embankments, trenching and swales;

(iv) boundary treatments, including means of enclosure;

(v) glint and glare boarding;

(vi) laying out and surfacing of permissive paths, including the laying and construction of drainage infrastructure, signage and information boards;

(vii) foundations for structures or buildings being piles driven into the ground, piles rammed into a pre-drilled hole, a pillar attaching to a steel ground screw, pillars fixed to a concrete foundation, or a pillar set in concrete in a pre-made hole in the ground (micro piled);

(viii) works to the existing irrigation system and works to alter the position and extent of such irrigation system;

(ix) electrical, gas, water, foul water drainage and telecommunications infrastructure connections and works to, and works to alter the position of, such services and utilities connections;

(x) works to alter the course of, or otherwise interfere with, non-navigable rivers, streams or watercourses;

(xi) surface water drainage systems, storm water attenuation systems including storage basins, oil water separators, including channelling and culverting and works to existing drainage systems;

(xii) site establishments and preparation works including site clearance (including vegetation removal, demolition of existing buildings and structures); earthworks (including soil stripping and storage and site levelling) and excavations; the alteration of the position of services and utilities; and works for the protection of buildings and land; and

(xiii) tunnelling, boring and drilling works.

SCHEDULE 2

Article 3

REQUIREMENTS

Interpretation

1. In this Schedule—

"both relevant county authorities" means Cambridgeshire County Council and Suffolk County Council each being the relevant county authority for part of the authorised development;

"both relevant planning authorities" means East Cambridgeshire District Council and West Suffolk Council each being the relevant planning authority for part of the authorised development; and

"the offsetting habitat provision for stone curlews specification" means the specification of that name identified in the table at Schedule 10 (documents and plans to be certified) and which is certified by the Secretary of State as the offsetting habitat provision for stone curlews specification for the purposes of this Order.

Commencement of the authorised development

2. The authorised development must not be commenced after the expiration of five years from the date this Order comes into force.

Phasing of the authorised development and date of final commissioning

3.—(1) No part of the authorised development may commence until a written scheme setting out the phase or phases of construction of the authorised development has been submitted to and approved by both relevant planning authorities.

(2) The scheme submitted pursuant to sub-paragraph (1) must include a timetable for the construction of the phase or phases of the authorised development.

(3) The scheme submitted and approved pursuant to sub-paragraph (1) must be implemented as approved and—

(a) Work No. 2A may not be brought into commercial use without Work No. 1A also being brought into commercial use;

(b) Work No. 2B may not be brought into commercial use without Work No. 1B also being brought into commercial use; and

(c) Work No. 2C may not be brought into commercial use without Work No. 1C also being brought into commercial use.

(4) In respect of the phase or phases, the undertaker must give notice to both relevant planning authorities within seven days of the date of final commissioning that final commissioning of the phase or, where there is more than one phase, each phase has taken place.

Requirement for written approval

4. Where under any of the requirements the approval, agreement or confirmation of both relevant county authorities or both relevant planning authorities or the relevant county authority or relevant planning authority or the Secretary of State (as applicable) or another person is required, that approval, agreement or confirmation must be provided in writing.

Approved details and amendments to them

5.—(1) With respect to the documents certified under article 38 (certification of plans and documents, etc.) and any plans, details or schemes which have been approved pursuant to any

requirement (together the "Approved Documents, Plans, Details or Schemes"), the undertaker may submit to the relevant county authority or relevant planning authority or both relevant county authorities or both relevant planning authorities (as applicable) for approval any amendments to any of the Approved Documents, Plans, Details or Schemes and, following approval by the relevant county authority or relevant planning authority or both relevant county authorities or both relevant planning authorities (as applicable), the relevant Approved Documents, Plans, Details or Schemes is to be taken to include the amendments as so approved pursuant to this paragraph.

(2) Approval under sub-paragraph (1) for the amendments to any of the Approved Documents, Plans, Details or Schemes must not be given except where it has been demonstrated to the satisfaction of the relevant county authority, the relevant planning authority or both relevant county authorities or both relevant planning authorities (as applicable) that the subject matter of the approval sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the environmental statement.

Detailed design approval

6.—(1) No phase of the authorised development may commence until details of—

(a) the layout;

(b) scale;

(c) proposed finished ground levels;

(d) external appearance;

(e) hard surfacing materials;

(f) vehicular and pedestrian access, parking and circulation areas;

(g) refuse or other storage units, signs and lighting;

(h) drainage, water, power and communications cables and pipelines; and

(i) programme for landscaping works,

relating to that phase have been submitted and approved in writing by the relevant planning authority for that phase or, where the phase falls within the administrative areas of both the District of West Suffolk and the District of East Cambridgeshire, both relevant planning authorities.

(2) The details submitted must accord with the design principles and the flood risk assessment.

(3) The authorised development must be carried out in accordance with the approved details.

(4) The details for Work No. 2 must accord with the approved battery fire safety management plan under requirement 7 and appendix 16D of the environmental statement.

Fire safety management

7.—(1) Work No. 2 must not commence until a battery fire safety management plan ("BFSMP") has been submitted to and approved by both relevant county authorities.

(2) The BFSMP must prescribe measures to facilitate safety during the construction, operation and decommissioning of Work No. 2 including the transportation of new, used and replacement battery cells both to and from the authorised development.

(3) The BFSMP must be substantially in accordance with the outline battery fire safety management plan.

(4) Both relevant county authorities must consult with the Cambridgeshire Fire and Rescue Service, the Suffolk Fire and Rescue Service, the Environment Agency and the Health and Safety Executive before determining an application for approval of the BFSMP.

(5) The BFSMP must be implemented as approved and maintained throughout the construction and operation of the authorised development.

Landscape and ecology management plan

8.—(1) No phase of the authorised development may commence, and no part of the permitted preliminary works for that phase comprising vegetation removal may start, until a written landscape and ecology management plan (which is substantially in accordance with the outline landscape and ecology management plan) has been submitted to and approved by the relevant planning authority for that phase or, where the phase falls within the administrative areas of both the District of West Suffolk and the District of East Cambridgeshire, both relevant planning authorities, such approval to be in consultation with Natural England and Historic England.

(2) The landscape and ecological management plan must include details of—

(a) how the plan will secure a minimum of 10% biodiversity net gain during the operation of the authorised development; and

(b) how the landscaping and ecological measures will be managed and maintained during the operational life of the authorised development to the date on which the decommissioning environmental management plan is implemented pursuant to requirement 22 (decommissioning and restoration).

(3) The landscape and ecology management plan must be implemented as approved and maintained throughout the construction and operation of the authorised development.

Implementation and maintenance of landscaping

9. All landscaping works must be carried out in accordance with the landscape and ecological management plan approved under requirement 8 (landscape and ecology management plan).

Stone curlew

10.—(1) No part of Work No. 10 may commence until an update of the offsetting habitat provision for stone curlews specification has been submitted to and approved by both relevant planning authorities, such approval to be in consultation with Natural England.

(2) The specification submitted and approved pursuant to sub-paragraph (1) must be substantially in accordance with the offsetting habitat provision for stone curlew specification.

(3) No part of Work Nos. 1A, 1B, 2A, 2B, 3A, 3B, 6A, 6B, 7A, 7B, 8A and 8B may commence until the undertaker has provided the offsetting habitat provision for stone curlews in accordance with the update of the offsetting habitat provision for stone curlews specification.

(4) The undertaker must maintain the offsetting habitat provision for stone curlews in accordance with the update of the offsetting habitat provision for stone curlews specification approved pursuant to sub-paragraph (1) throughout the construction and operation of the authorised development and during the carrying out of decommissioning works.

Fencing and other means of enclosure

11.—(1) No phase of the authorised development may commence until written details of all proposed temporary fences, walls or other means of enclosure, including those set out in the construction environmental management plan, for that phase have been submitted to and approved by the relevant planning authority or, where the phase falls within the administrative areas of both the District of West Suffolk and the District of East Cambridgeshire, both relevant planning authorities.

(2) No phase of the authorised development may commence until written details of all permanent fences, walls or other means of enclosure for that phase have been submitted to and approved by the relevant planning authority or, where the phase falls within the administrative areas of both the District of West Suffolk and the District of East Cambridgeshire, both relevant planning authorities.

(3) For the purposes of requirement 11(1), "commence" includes any permitted preliminary works.

(4) Any construction site must remain securely fenced in accordance with the approved details under paragraph 11(1) at all times during construction of the authorised development.

(5) Any temporary fencing must be removed on completion of the phase of construction of the authorised development for which it was used.

(6) Prior to the date of final commissioning of any phase, any permanent fencing, walls or other means of enclosure for that phase approved pursuant to sub-paragraph (2) must be completed.

Surface and foul water drainage

12.—(1) No phase of the authorised development may commence until details of the surface water drainage strategy and (if any) foul water drainage system (including means of pollution control) for that phase have been submitted to and approved by the relevant county authority for that phase or, where the phase falls within the administrative areas of both the county of Suffolk and the county of Cambridgeshire, both relevant county authorities such approval to be in consultation with both relevant planning authorities or the relevant planning authority (as applicable), the relevant internal drainage board and Anglian Water (in respect of its sewerage undertaker functions).

(2) The surface water drainage strategy must be substantially in accordance with the drainage strategy and include details of bunded lagoons as required by the battery fire safety management plan approved pursuant to requirement 7.

(3) Any strategy approved pursuant to sub-paragraph (1) must be implemented as approved and maintained throughout the construction and operation of the authorised development.

Archaeology

~~**13.** (4) No part of Work No. 5 may commence until a written scheme of archaeological evaluation for that part of Work No. 5 has been submitted to and approved in writing by the relevant county authority, such approval to be in consultation with the relevant planning authority and Historic England.~~

~~(1) No phase of the authorised development may commence, and no part of the permitted preliminary works for that phase comprising intrusive archaeological surveys may start, until a detailed archaeological mitigation strategy for that phase has been submitted to and approved in writing by the relevant county authority or, where all or part of that phase falls within the administrative areas of both the county of Suffolk and the county of Cambridgeshire, both relevant county authorities, such approval to be in consultation the relevant planning authority or both relevant planning authorities (as applicable) and Historic England. The submitted detailed archaeological mitigation strategy must, in respect of Work No. 5 only, take into account the results of the written scheme of archaeological evaluation approved under paragraph (1); and for all phases take into account any archaeological brief prepared by the relevant county authority or both relevant county authorities, be prepared by a competent archaeological organisation and appointed specialist analysts with appropriate local / regional expertise to undertake the works and must include the following –~~

~~(a) an archaeological and historical background;~~

~~(b) the rationale, statement of significance and research objectives of the scheme;~~

~~(c) the programme and methodology of site investigations (evaluation or excavation) and recording;~~

~~(d) the programme and methods for post-investigation assessment, analysis and synthetic interpretation;~~

~~(e) provision to be made for a programme of excavation fieldwork and post-excavation assessment, analysis and archive reports;~~

~~(f) provision to be made for digital publication, dissemination and display of the results of the archaeological investigation programme, including for public benefit and understanding; and~~

~~(g) provision to be made for the deposition of the physical and digital archaeological archives.~~

~~(2)Any archaeological works identified within the scheme and strategy approved pursuant to sub-paragraphs (1) and (2) must be carried out in accordance with the approved schemes.~~

13. The authorised development must be carried out in accordance with the detailed archaeological mitigation strategy.

Construction environmental management plan

14.—(1) No phase of the authorised development may commence until a construction environmental management plan (which must by substantially in accordance with the framework construction environmental management plan) for that phase has been submitted to and approved by the relevant planning authority for that phase or, where the phase falls within the administrative areas of both the District of West Suffolk and the District of East Cambridgeshire, both relevant planning authorities, such approval to be in consultation with the relevant highway authority and the Environment Agency.

(2) The plan submitted and approved pursuant to sub-paragraph (1) must include a construction resource management plan that includes details of proposals to minimise the use of natural resources and unnecessary materials.

(3) For the purposes of requirement 14(1), "commence" includes any permitted preliminary works comprising above ground site preparation for temporary facilities for the use of contractors and site clearance (including vegetation removal, demolition of existing buildings and structures).

(4) All construction works associated with the authorised development must be carried out in accordance with the approved construction environmental management plan.

Operational environmental management plan

15.—(1) Prior to the date of final commissioning for any phase, an operational environmental management plan (which must be substantially in accordance with the framework operational environmental management plan) for that phase must be submitted to and approved by the relevant planning authority for that phase or, where the phase falls within the administrative areas of both the District of West Suffolk and the District of East Cambridgeshire, both relevant planning authorities, such approval to be in consultation with the relevant highway authority and the Environment Agency.

(2) The operation of the authorised development must be carried out in accordance with the approved operational environmental management plan.

Construction traffic management plan

16.—(1) No phase of the authorised development may commence until a construction traffic management plan (which must substantially in accordance with the framework construction traffic management plan) for that phase has been submitted to and approved by the relevant county authority for that phase or, where the phase falls within the administrative areas of both the county of Suffolk and the county of Cambridgeshire, both relevant county authorities.

(2) The construction traffic management plan must be implemented as approved and maintained until the date of final commissioning.

(3) No part of the permitted preliminary works for each phase comprising above ground site preparation for temporary facilities for the use of contractors, site clearance (including vegetation removal, demolition of existing buildings and structures) and the diversion and laying of apparatus so far as it relates to works in the highway may start until a permitted preliminary works traffic management plan for that phase has been submitted to and approved by the relevant county authority for that phase or, where the phase falls within the administrative areas of both the county of Suffolk and the county of Cambridgeshire, both relevant county authorities.

(4) The permitted preliminary works traffic management plan must be implemented as approved during construction.

Operational noise

17.—(1) No phase of the authorised development may commence until an operational noise assessment containing details of how the design of the authorised development has incorporated mitigation to ensure the operational noise rating levels as set out in the environmental statement are to be complied with for that phase has been submitted to and approved by the relevant planning authority for that phase or, where the phase falls within the administrative areas of both the District of West Suffolk and the District of East Cambridgeshire, both relevant planning authorities.

(2) The design as described in the operational noise assessment must be implemented as approved throughout construction and maintained during the operation of the authorised development.

Ground conditions

18.—(1) No phase of the authorised development may commence, and no part of the permitted preliminary works for that phase comprising demolition of existing structures, environmental surveys, geotechnical surveys and other investigations for the purpose of assessing ground conditions only may start, until a written strategy in relation to the identification and remediation of any risks associated with contamination for that phase has been submitted to and approved by the relevant planning authority or, where the phase falls within the administrative areas of both the District of West Suffolk and the District of East Cambridgeshire, both relevant planning authorities. The written strategy must include geo-environmental investigations which must be designed with due consideration of the requirements of BS 10175:2011: +A2 2017: Investigation of Potentially Contaminated Sites – Codes of Practice (BSI).

(2) If, during the carrying out of the authorised development, contamination not previously identified is found to be present no further development (unless otherwise agreed in writing with the relevant planning authority) may be carried out on the areas on which the contamination has been found until a remediation strategy detailing how such contamination must be dealt with has been submitted to and approved by the relevant planning authority.

(3) The strategy submitted pursuant to sub-paragraphs (1) and (2) must—

(a) include a site investigation scheme, based on the preliminary risk assessment set out in chapter 16 of the environmental statement and providing details of the detailed risk assessment to be carried out for the receptors on or in the vicinity of the Order limits that may be affected by the authorised development;

(b) set out how the outcomes of the site investigation scheme and detailed risk assessment carried out pursuant to paragraph (a) will be reported, and provide for the submission and approval by the relevant planning authority or both relevant planning authorities of an options appraisal and remediation strategy based on such outcomes and providing details of any remediation measures required and how they are to be carried out; and

(c) include a verification plan identifying the data to be collected in order to demonstrate that the remediation measures set out in the options appraisal and remediation strategy prepared pursuant to paragraph (b) have been completed and are effective, and any requirement for long term monitoring of pollutant linkages, maintenance or arrangements for contingency action.

(4) The authorised development must be carried out in accordance with the strategies approved pursuant to sub-paragraph (1) and any remediation strategy approved pursuant to sub-paragraph (2).

Water management plan

19.—(1) No phase of the authorised development may commence until a water management plan for the construction of that phase has been submitted to and approved by the relevant county authority for that phase or, where the phase falls within the administrative areas of both the county of Suffolk and the county of Cambridgeshire, both relevant county authorities such approval to be in consultation with both relevant planning authorities or the relevant planning authority (as applicable) and the relevant internal drainage board. The water management plan must include—

(a) details as to the management of water use and discharge during construction;

(b) measures to manage surface water runoff during construction;

(c) details as to the drainage system during construction;

(d) details of water quality monitoring during construction;

(e) a spill plan and details for pollution prevention including details on the training and tool box talks; and

(f) roles and responsibilities.

(2) The water management plan must be implemented as approved and maintained throughout the construction and operation of the authorised development.

Skills, supply chain and employment

20.—(1) No phase of the authorised development may commence until a skills, supply chain and employment plan (which must by substantially in accordance with the outline skills, supply chain and employment plan) in relation to that phase has been submitted to and approved by the relevant planning authority for that phase or, where the phase falls within the administrative areas of both the District of West Suffolk and the District of East Cambridgeshire, both relevant planning authorities.

(2) The skills, supply chain and employment plan must identify opportunities for individuals and businesses to access employment and supply chain opportunities associated with the construction, operation and maintenance of the authorised development, and the means for publicising such opportunities.

(3) The skills, supply chain and employment plan must be implemented as approved and maintained throughout the construction and operation of the authorised development and during the carrying out of decommissioning works.

Permissive paths

21.—(1) Prior to the construction of the permissive paths, the undertaker must submit the permissive path details to the relevant planning authority for approval, such details to cover—

(a) final routing of each permissive path to be provided, such routing to be substantially in accordance with the routing as shown on the plans contained within the outline landscape and ecological management plan;

(b) the specification of each permissive path; and

(c) the maintenance regime for each permissive path.

(2) Where a phase of the authorised development includes a permissive path or paths, the permissive path or paths must be provided and open to the public prior to the date of final commissioning in respect of that phase.

(3) The permissive paths must be provided and maintained by the undertaker in accordance with the permissive path details and retained until the part of the authorised development in which the permissive path is located is decommissioned pursuant to requirement 22.

Decommissioning and restoration

22.—(1) Within 12 months of the date that the undertaker decides to decommission any part of the authorised development, or no later than 6 months before the 40th anniversary of the date of final commissioning, whichever is the earlier, the undertaker must submit to the relevant planning authority for that part (or both relevant planning authorities where that part falls within the administrative areas of both the District of West Suffolk and the District of East Cambridgeshire) for approval a decommissioning environmental management plan for that part. Decommissioning will commence no later than 40 years following the date of final commissioning.

(2) The plan submitted and approved pursuant to sub-paragraph (1) must be substantially in accordance with the relevant part of the framework decommissioning environmental management plan.

(3) The plan submitted and approved pursuant to sub-paragraph (1) must include a resource management plan that includes details of proposals to minimise the use of natural resources and unnecessary materials.

(4) No decommissioning works must be carried out until the relevant planning authority or both relevant planning authorities (as applicable) has or have approved the plan submitted under sub-paragraph (1) in relation to such works.

(5) The plan submitted and approved pursuant to sub-paragraph (1) must be implemented as approved.

(6) Within 28 days of ceasing operations at any part of the authorised development the undertaker must notify the relevant planning authority (or both relevant planning authorities where that part falls within the administrative areas of both the District of West Suffolk and the District of East Cambridgeshire) in writing of the date it ceased operations for that part.

(7) This requirement is without prejudice to any other consents or permissions which may be required to decommission any part of the authorised development.

~~**Notice as to construction of Work No. 5B**~~

~~**23.** Prior to, or at the same time as, the details for Work No. 5 being submitted by the undertaker pursuant to requirement 6 (detailed design approval), the undertaker must notify the relevant planning authority whether or not it is to construct Work No. 5B on the Work No. 5B land.~~

SCHEDULE 3

Article 6

LEGISLATION TO BE DISAPPLIED

1. The following provisions do not apply in so far as they relate to the construction of any numbered work or the carrying out of any operation required for the purpose of, or in connection with, the construction, operation, maintenance or decommissioning of the authorised development—

(a) Bedford Level Act 1663(**a**);

(b) Hundred Foot River and Ouse: Bedford Level Act 1756(**b**);

(c) Bedford Level: Drainage Act 1757(**c**);

(d) Isle of Ely, Suffolk, Norfolk Drainage Act 1759(**d**);

(e) Bedford Level Act 1789(**e**);

(f) Bedford Level (Cam, Ouse and Mildenhall Rivers) Drainage Act 1800(**f**);

(g) Bedford Level (Mildenhall River) Drainage Act 1807(**g**);

(h) Isle of Ely (Mildenhall River) Drainage Act 1807(**h**);

(i) Bedford Level Drainage and Ouse Navigation Act 1819(**i**);

(j) Fen Drainage Act 1823(**j**);

(k) Bedford Level Drainage Act 1827(**k**);

(l) Norfolk Drainage Act 1834(**l**);

(m) Burwell Drainage and Lodes Navigation Act 1841(**m**);

(n) Fen Lands Drainage Act 1843(**n**);

(**a**) 1663 c. 17. Section 31 of the River Nene and Wisbech River 1836 (c. xcii). Section 38 of the Nene and Wisbech Rivers Improvement Act 1848 (c. cxliii). Sections 91 and 150 of the Repair Act 1837 (c. lxxxi). Section 170 of the Cottenham, Rampton and Willingham Drainage Act 1842 (c. xxiii). Section 109 of the Cottenham Inclosure Act 1842 (c. 3). Section 228 of the Willingham Inclosure and Drainage Act 1846 (c. ix). Section 90 of the Whittlesea St Mary and Whittlesea St. Andrew Inclosures Act 1840 (c. 6). Section 83 of the Wicken Inclosure Act 1840 (c. 14). Section 41 of the Wimblington and Upwell Drainage and Inclosure Act 1810 (c. lxxviii). Section 65 of the Stilton Drainage Act 1810 (c. lxxx). Section 29 of the Ramsey Inclosure Act 1818 (c. xlix). Section 24 of the Lakenheath Allotments Act 1818 (c. 25). Section 76 of the Sutton (Isle of Ely) Inclosure Act 1838 (c. 2). Section 91 of the Swavesey Inclosure Act 1838 (c. 6). Section 77 of the Rampton Inclosure Act 1839 (c. 15). Section 114 of the Norfolk Estuary Act 1846 (c. ccclxxxviii).

(**b**) 1756 c. 22.

(**c**) 1757 c. 18.

(**d**) 1759 c. 32.

(**e**) 1789 c. 22.

(**f**) 1800 c. xc.

(**g**) 1807 c. l. Extended in part by section 1 of the Fen Lands Drainage Act 1843 (c. lxvi). Repealed in part by sections 3 and 70 of the Fen Lands Drainage Act 1843 (c. lxvi).

(**h**) 1807 c. lxxxiii. Extended in part by section 33 of the Fen Drainage Act 1823 (c. ciii). Section 7 repealed by section 1 of the Fen Drainage Act 1823 (c. ciii). Section 25 repealed by section 9 of the Burnt Fen District Act 1879 (c. xiii). Section 4 repealed by section 4 of the Fen Drainage Act 1823 (c. ciii). Sections 64 and 69 repealed by section 2 and 3 of the Fen Drainage Act 1823 (c. ciii).

(**i**) 1819 c. lxxix. Repealed, excluding sections 3 and 5, by section 7 of the Bedford Level Drainage and Ouse Navigation Act 1821 (c. lxiv), sections 11 and 58 of the King's Lynn, Eau Brink Cut Act 1831 (c. lxiii) and section 4 of the Ouse Outfall Act 1860 (c. lxxxviii).

(**j**) 1823 c. ciii. Repealed in part by section 3 of the Fen Lands Drainage Act 1843 (c. lxviv). Incorporated by section 2 of the Burnt Fen District Act 1879 (c. xiii). Applied with modifications by section 5 of the Burnt Fen District Act 1879 (c. xiii).

(**k**) 1827 c. xlvii. Saved in part by section 120 of the Cottenham Inclosure Act 1842 (c. 3). Saved by section 170 of the Cottenham, Rampton and Willingham Drainage Act 1842 (c. xxiii) and section 228 of the Willingham Inclosure and Drainage Act 1846 (c. ix). Sections 17 and 18 repealed by the South Level Act 1983 (c. xii), section 20. Section 21 amended by section 22 of the South Level Act 1893 (c. xii). Section 89 saved by schedule paragraph 1, table A part 1(i) (South Level Navigation) of River Cam, & c. Order of the Canal Tolls and Charges Order Confirmation (No.8) Act 1894 (c. cci). Section 108 applied by section 25 of the South Level 1893 Act (c. xii). Section 109 repealed by section 26(3) of the South Level Act 1893 (c. xii).

(**l**) 1843 c. lxiii.

(**m**) 1841 c. lviii.

(**n**) 1843 c. lxvi.

(o) South Level and Eau Brink Act 1893(**a**);

(p) Canal Tolls and Charges (Burwell Fen &c.) Order Confirmation Act 1896(**b**);

(q) River Great Ouse (Flood Protection) Act 1949(**c**);

(r) Ely Ouse-Essex Water Act 1968(**d**);

(s) Anglian Water Authority Act 1977(**e**); and

(t) Swaffham Internal Drainage Board Byelaws.

(**a**) 1893 c. xii. Section 16 saved by article 1 of the River Cam Order and the Canal Tolls and Charges (No.8) Act 1894 (c. cci).

(**b**) 1896 c. lxxx.

(**c**) 1949 c. lx. Repealed in part by section 3 of the Great Ouse River Bed (Revival of Powers, &c.) Act 1953 (c. xxiv). Section 25 amended by section 4(1) of the Great Ouse River Bed (Revival of Powers, &c.) Act 1953 (c. xxiv).

(**d**) 1968 c. xxvi. Section 17 amended by article 2(2) of S.I. 1990/33 and article 2(2) of S.I. 1990/2068. Section 32 repealed by section 4(2) of the Essex River Authority Act 1972 (c. xxxix), section 42(1)(a) of, and part 1 of schedule 8 to, the Anglian Water Authority Act 1977 (c. i). Section 34 repealed by section 42(1)(a) of, and part 1 of schedule 8 to, the Anglian Water Authority Act 1977 (c. i). Section 36 repealed in part by section 39(2) of the Essex River and South Essex Water Act 1969 (c. xlix). Section 39 repealed in part by section 37(2) of the Essex River and South Essex Water Act 1969 (c. xlix). Section 41, in part, and section 42 repealed by section 42(1)(b) of, and part 2 of schedule 8 to, the Anglian Water Authority Act 1977 (c. i). Re-enacted as amended by section 42(2) of, and part 3 of schedule 8 to, the Anglian Water Authority Act 1977 (c. i).

(**e**) 1977 c. i.

SCHEDULE 4

Article 8

STREETS SUBJECT TO STREET WORKS

Interpretation

1. In this Schedule "cable works" means works to place, retain and maintain underground electrical and communications apparatus.

(1) *District*	*(2)* *Street*	*(3)* *Description of the street works*
West Suffolk District	Beck Road	Cable works beneath the width of the highway for the length shown in purple on sheet 4 of the access and rights of way plans, reference SW-1.
West Suffolk District	Ferry Lane	Cable works beneath the width of the highway for the length shown in purple on sheet 4 of the access and rights of way plans, reference SW-2.
West Suffolk District	Freckenham Road	Cable works beneath the width of the highway for the length shown in purple on sheets 4 and 5 of the access and rights of way plans, reference SW-3.
West Suffolk District	U6006	Cable works beneath the width of the highway for the length shown in purple on sheet 5 of the access and rights of way plans, reference SW-4.
West Suffolk District	U6006	Cable works beneath the width of the highway for the length shown in purple on sheet 5 of the access and rights of way plans, reference SW-5.
West Suffolk District	Newmarket Road	Cable works beneath the width of the highway for the length shown in purple on sheet 6 of the access and rights of way plans, reference SW-6.
West Suffolk District	Elms Road	Cable works beneath the width of the highway for the length show in purple on sheet 7 of the access and rights of way plans, reference SW-7.
West Suffolk District	W-257/003/0	Cable works beneath the width of the highway for the length shown in purple on sheet 8 of the access and rights of way plans, reference SW-8.
East Cambridgeshire District	49/7	Cable works beneath the width of the highway for the length shown in purple on sheet 8 of the access and rights of way

		plans, reference SW-9.
East Cambridgeshire District	B1085	Cable works beneath the width of the highway for the length shown in purple on sheet 9 of the access and rights of way plans, reference SW-10.
East Cambridgeshire District	A11	Cable works beneath the width of the highway for the length shown in purple on sheet 10 of the access and rights of way plans, reference SW-13.
East Cambridgeshire District	A11	Cable works beneath the width of the highway for the length shown in purple on sheets 10 and 11 of the access and rights of way plans, reference SW-14.
East Cambridgeshire District	La Hogue Road	Cable works beneath the width of the highway for the length shown in purple on sheets 10 and 11 of the access and rights of way plans, reference SW-12.
East Cambridgeshire District	La Hogue Road	Cable works beneath the width of the highway for the length shown in purple on sheet 11 of the access and rights of way plans, reference SW-11.
East Cambridgeshire District	Chippenham Road	Cable works beneath the width of the highway for the length shown in purple on sheet 14 of the access and rights of way plans, reference SW-15.
East Cambridgeshire District	204/1	Cable works beneath the width of the highway for the length shown in purple on sheet 15 of the access and rights of way plans, reference SW-16.
East Cambridgeshire District	Newmarket Road	Cable works beneath the width of the highway for the length shown in purple on sheet 16 of the access and rights of way plans, reference SW-17.
East Cambridgeshire District	A142	Cable works beneath the width of the highway within Order limits, including its roundabout junction with Newmarket Road, for the length shown in purple on sheet 16 of the access and rights of way plans, reference SW-18.
East Cambridgeshire District	92/19	Cable works beneath the width of the highway for the length shown in purple on sheet 16 of the access and rights of way

		plans, reference SW-19.
East Cambridgeshire District	92/19	Cable works beneath the width of the highway for the length shown in purple on sheet 16 of the access and rights of way plans, reference SW-20.
East Cambridgeshire District	Ness Road	Cable works beneath the width of the highway for the length shown in purple on sheets 17 and 18 of the access and rights of way plans, reference SW-21.
East Cambridgeshire District	Broads Road	Cable works beneath the width of the highway for the length shown in purple on sheet 18 of the access and rights of way plans, reference SW-22.
East Cambridgeshire District	First Drove and 35/10	Cable works beneath the width of the boundary the highway for the length shown in purple on sheet 18 of the access and rights of way plans, reference SW-23.
East Cambridgeshire District	35/11	Cable works beneath the width of the highway for the length shown in purple on sheet 18 of the access and rights of way plans, reference SW-24.
East Cambridgeshire District	Little Fen Drove	Cable works beneath the width of the highway for the length shown in purple on sheet 19 of the access and rights of way plans, reference SW-25.
East Cambridgeshire District	35/6	Cable works beneath the width of the highway for the length shown in purple on sheet 19 of the access and rights of way plans, reference SW-26.
East Cambridgeshire District	35/7	Cable works beneath the width of the highway for the length shown in purple on sheets 19 and 20 of the access and rights of way plans, reference SW-27.
East Cambridgeshire District	Newnham Drove	Cable works beneath the width of the highway for the length shown in purple on sheet 20 of the access and rights of way plans, reference SW-28.
East Cambridgeshire District	Weirs Drove	Cable works beneath the width of the highway for the length shown in purple on sheet 20 of the access and rights of plans, reference SW-29.

SCHEDULE 5

Article 9

ALTERATION OF STREETS

PART 1

PERMANENT ALTERATION OF LAYOUT

(1) *District*	*(2)* *Street*	*(3)* *Description of alteration*
West Suffolk District	C603 Freckenham Road	Works for the provision of a permanent means of access to the authorised development within the area shown hatched orange on sheets 1 and 4 of the access and rights of way plans, reference AS-4.
West Suffolk District and East Cambridgeshire District	Beck Road	Works for the provision of a permanent means of access to the authorised development within the area shown hatched orange on sheets 2 and 3 of the access and rights of way plans, reference AS-1.
West Suffolk District	Beck Road	Works for the provision of a permanent means of access to the authorised development within the area shown hatched orange on sheets 2 and 3 of the access and rights of way plans, reference AS-2.
West Suffolk District	Beck Road	Works for the provision of a permanent means of access to the authorised development within the area shown hatched orange on sheets 3 and 4 of the access and rights of way plans, reference AS-3.
West Suffolk District	U6006	Works for the provision of a permanent crossing of the U6006 within the area shown hatched orange on the sheet 5 of the access and rights of way plans, reference AS-8.
West Suffolk District	U6006	Works for the provision of a permanent crossing of the U6006 within the area shown hatched orange on sheet 5 of the access and rights of way plans, reference AS-9
West Suffolk District	Newmarket Road	Works for the provision of a permanent means of access to the authorised development within the area shown hatched orange on sheet 6 of the access and rights of way plans, reference AS-10
West Suffolk District	Elms Road	Works for the provision of two permanent means of access to the authorised development and for the widening of Elms Road within the area shown hatched orange on sheet 7 of the access and rights of way plans, reference AS-13.
West Suffolk District	Elms Road	Works for the provision of a permanent means of access to the authorised development and for the widening of Elms Road within the area shown hatched orange on sheet 7 of the access and rights of way plans, reference AS-14.
East Cambridgeshire District	Dane Hill Road	Works for the provision of a permanent means of access to the authorised development within the area shown hatched orange on sheet 10 of the access and rights of way plans, reference AS-17.
East Cambridgeshire	La Hogue Road	Works for the provision of a permanent means of access to the authorised development within the area shown

District		hatched orange on sheets 11 and 12 of the access and rights of way plans, reference AS-19.
East Cambridgeshire District	Chippenham Road	Works for the provision of a permanent means of access to the authorised development within the area shown hatched orange on sheet 14 of the access and rights of way plans, reference AS-21.
~~East Cambridgeshire District~~	~~Fordham Road~~	~~Works for the provision of a permanent means of access to the authorised development within the area shown hatched orange on sheet 15 of the access and rights of way plans, reference AS-23.~~
East Cambridgeshire District	Newnham Drove	Works for the provision of a permanent means of access to the authorised development within the area shown hatched orange on sheet 20 of the access and rights of way plans, reference AS-34.
East Cambridgeshire District	Weirs Drove	Works for the provision of a permanent means of access to the authorised development within the area shown hatched orange on sheet 20 of the access and rights of way plans, reference AS-35.

PART 2

TEMPORARY ALTERATION OF LAYOUT

(1) *District*	*(2)* *Street*	*(3)* *Description of alteration*
West Suffolk District	Junction of Freckenham Road and Beck Road	Works to enable the passage to the authorised development of abnormal indivisible loads, including the temporary removal of street signs and street furniture, within the area shown hatched orange on sheet 4 of the access and rights of way plans, reference AS-5.
West Suffolk District	Isleham Road	Works for the provision of a temporary means of access to the authorised development within the area shown hatched orange on sheet 4 of the access and rights of way plans, reference AS-6.
West Suffolk District	B1102 Freckenham Road	Works for the provision of two temporary means of access to the authorised development within the area shown hatched orange on sheets 4 and 5 of the access and rights of way plans, reference AS-7.
West Suffolk District	Newmarket Road	Works for the provision of a temporary means of access to the authorised development within the area shown hatched orange on sheet 6 of the access and rights of way plans, reference AS-10.
West Suffolk District	Newmarket Road	Works for the provision of a temporary means of access to the authorised development within the area shown hatched orange on sheet 6 of the access and rights of way plans, reference AS-11.
West Suffolk District	A11	Works to enable the passage to the authorised development of abnormal indivisible loads, including the temporary removal of street signs and street furniture, within the area shown hatched orange on sheet 6 of the rights of way and access plans, reference AS-12.
West Suffolk District	Junction of A11 and Elms Road	Works to enable the passage to the authorised development of abnormal indivisible loads, including the temporary removal of streets signs and street furniture, within the area shown hatched orange on sheet 7 of the

		access and rights of way plans, reference AS-15.
East Cambridgeshire District	B1085	Works for the provision of two temporary means of access to the authorised development within the area shown hatched orange on sheet 9 of the access and rights of way plans, reference AS-16.
East Cambridgeshire District	La Hogue Road	Works for the provision of a temporary means of access to the authorised development within the area shown hatched orange on sheet 11 of the access and rights of way plans, reference AS-18.
East Cambridgeshire District	A11	Works to enable the passage to the authorised development of abnormal indivisible loads, including the temporary removal of streets signs and street furniture, within the area shown hatched orange on sheet 10 of the access and rights of way plans, reference AS-20.
East Cambridgeshire District	Chippenham Road	Works for the provision of two temporary means of access to the authorised development within the area shown hatched orange on sheet 14 of the access and rights of way plans, reference AS-22.
~~East Cambridgeshire District~~	~~Private access~~	~~Works for the provision of access to the authorised development within the area shown hatched orange on sheet 16 of the access and rights of way plans, reference AS-24.~~
East Cambridgeshire District	Newmarket Road	Works for the provision of a temporary means of access to the authorised development within the area shown hatched orange on sheet 16 of the access and rights of way plans, reference AS-25.
East Cambridgeshire District	A142	Works for the provision of a temporary means of access to the authorised development within the area shown hatched orange on sheet 16 of the access and rights of way plans, reference AS-26.
East Cambridgeshire District and West Suffolk District	Private access	Works for the provision of access to, and within, the authorised development within the area shown hatched orange on sheets 16 and 17 of the access and rights of way plans, reference AS-27.
East Cambridgeshire District	Ness Road	Works for the provision of a temporary means of access to the authorised development within the area shown hatched orange on sheets 17 and 18 of the access and rights of way plans, reference AS-28.
East Cambridgeshire District	Ness Road	Works for the provision of a temporary means of access to the authorised development within the area shown hatched orange on sheets 17 and 18 of the access and rights of way plans, reference AS-29.
East Cambridgeshire District	Broads Road	Works for the provision of a temporary means of access to the authorised development within the area shown hatched orange on sheet 18 of the access and rights of way plans, reference AS-30.
East Cambridgeshire District	First Drove	Works for the provision of a temporary means of access to the authorised development within the area shown hatched orange on sheet 18 of the access and rights of way plans, reference AS-31.
East Cambridgeshire District	Little Fen Drove	Works for the provision of two temporary means of access to the authorised development within the area shown hatched orange on sheet 19 of the access and rights of way plans, reference AS-32.
East	Weirs Drove	Works for the provision of a temporary means of access to

Cambridgeshire District		the authorised development within the area shown hatched orange on sheets 19 and 20 of the access and rights of way plans, reference AS-33.
West Suffolk District	Junction of B1102 and Church Lane	Works to enable the passage to the authorised development of abnormal indivisible loads, including the temporary removal of street signs and street furniture, within the area shown hatched orange on sheet 21 of the access and rights of way plans, reference AS-36.
West Suffolk District	Junction of B1102 Mildenhall Road and Ferry Lane	Works to enable the passage to the authorised development of abnormal indivisible loads, including the temporary removal of streets signs and street furniture, within the area shown hatched orange on sheet 21 of the access and rights of way plans, reference AS-37.
East Cambridgeshire District	Junction of B1085 High Street and B1104	Works to enable the passage to the authorised development of abnormal indivisible loads including the temporary removal of street signs and street furniture, within the area shown hatched orange on sheet 22 of the access and rights of way plans, reference AS-38.
~~East Cambridgeshire District~~	~~Junction of B1102 Isaacson Road and B1104 Newmarket Road~~	~~Works to enable the passage to the authorised development of abnormal indivisible loads, including the temporary removal of street signs and street furniture, within the area shown hatched orange on sheet 23 of the access and rights of way plans, reference AS-39.~~
~~West Suffolk District~~	~~Junction of B1103 Oxford Street, Swan Land and Chapel Street~~	~~Works to enable the passage to the authorised development of abnormal indivisible loads, including the removal of streets signs and street furniture, within the area shown hatched orange on sheet 24 of the access and rights of way plans, reference AS-40~~
~~West Suffolk District~~	~~Junction of Windmill Lane and A142 Fordham Road~~	~~Works to enable the passage to the authorised development of abnormal indivisible loads, including the removal of street signs and street furniture, within the area shown hatched orange on sheet 24 of the access and rights of way plans, reference AS-41.~~

SCHEDULE 6

Article 11

PUBLIC RIGHTS OF WAY

PART 1

PUBLIC RIGHTS OF WAY TO BE TEMPORARILY STOPPED UP

(1) *District*	*(2)* *Public right of way*	*(3)* *Measure*
East Cambridgeshire District	35/10 From the point shown as reference PRoWC1A on sheet 3 of the traffic regulation measures plans – temporary road closures, for a distance of 90 metres in a generally north-westerly direction to the point shown as reference PRoWC1B on sheet 3 of the traffic regulation measures plans – temporary road closures.	Temporarily closed to all traffic save for traffic under the direction of the undertaker.
East Cambridgeshire District	92/19 From the point shown as reference PRoWC2A on sheet 4 of the traffic regulation measures plans – temporary road closures, for a distance of 215 metres in a generally southerly direction to the point shown as reference PRoWC2B on sheet 4 of the traffic regulation measures plans – temporary road closures.	Temporarily closed to all traffic save for traffic under the direction of the undertaker.
East Cambridgeshire District	204/1 From the point shown as reference PRoWC3A on sheet 5 of the traffic regulation measures plans – temporary road closures, for a distance of 125 metres in a generally north-easterly direction to the point shown as reference PRoWC3B on sheet 5 of the traffic regulation measures plans – temporary road closures.	Temporarily closed to all traffic save for traffic under the direction of the undertaker.
East Cambridgeshire District	49/7 From the point shown as reference PRoWC4A on sheet 11 of the traffic regulation measures plans – temporary road closures, for a distance of 115 metres in a generally	Temporarily closed to all traffic save for traffic under the direction of the undertaker.

	north-westerly direction to the point shown as reference PRoWC4B on sheet 11 of the traffic regulation measures plans – temporary road closures.	
West Suffolk District	W-257/003/0 From the point shown as reference PRoWC5A on sheet 12 of the traffic regulation measures plans – temporary road closures, for a distance of 115 metres in a generally north-westerly direction to the point shown as reference PRoWC5B, on sheet 12 of the traffic regulation measures plans – temporary road closures.	Temporarily closed to all traffic save for traffic under the direction of the undertaker.
East Cambridgeshire District	W-257/007/0, W-257/002/X, W-257/002/0 From the point shown as reference ProWC6A on sheet 20 of the traffic regulation measures plans – temporary road closures, for a distance of 505 metres in a generally southerly direction to the point shown as reference PRoWC6B on sheet 20 of the traffic regulation measures plans – temporary road closures.	Temporarily closed to all traffic save for traffic under the direction of the undertaker.

PART 2

TEMPORARY USE OF MOTOR VEHICLES ON PUBLIC RIGHTS OF WAY

(1) *District*	*(2)* *Road name, number and length*	*(3)* *Measure*
West Suffolk District	W-257/007/0 Between the points marked MV1A- and MV2-A on sheets 2 and 3 of the access and rights of way plans.	Motor vehicles under the direction of the undertaker may pass along, or cross, the length of the public right of way.
West Suffolk District	W-257/002/X Between the points marked MV2-A and MV2-B on sheets 2 and 3 of the access and rights of way plans.	Motor vehicles under the direction of the undertaker may pass along, or cross, the length of the public right of way.
West Suffolk District	W-257/003/0 Between the points marked MV3-A and MV3-B on sheet 8 of the access and rights of way plans.	Motor vehicles under the direction of the undertaker may pass along, or cross, the length of the public right of way.
East Cambridgeshire District	49/7	Motor vehicles under the

	Between the points marked MV-4A and MV4-B on sheet 8 of the access and rights of way plans.	direction of the undertaker may pass along, or cross, the length of the public right of way.
East Cambridgeshire District	204/1 Between the points marked MV5-A and MV5-B on sheet 15 of the access and rights of way plans.	Motor vehicles under the direction of the undertaker may pass along, or cross, the length of the public right of way.
East Cambridgeshire District	92/19 Between the points marked MV6-A and MV6-B on sheet 16 of the access and rights of way plans.	Motor vehicles under the direction of the undertaker may pass along, or cross, the length of the public right of way.
East Cambridgeshire District	35/10 Between the points marked MV7-A and MV7-B on sheet 18 of the access and rights of way plans.	Motor vehicles under the direction of the undertaker may pass along, or cross, the length of the public right of way.
East Cambridgeshire District	35/11 Between the points marked MV8-A and MV8-B on sheet 18 of the access and rights of way plans.	Motor vehicles under the direction of the undertaker may pass along, or cross, the length of the public right of way.
East Cambridgeshire District	35/6 Between the points marked MV9-A and MV9-B on sheets 19 and 20 of the access and rights of way plans.	Motor vehicles under the direction of the undertaker may pass along, or cross, the length of the public right of way.
East Cambridgeshire District	35/7 Between the points marked MV10-A and MV10-B on sheets 19 and 20 of the access and rights of way plans.	Motor vehicles under the direction of the undertaker may pass along, or cross, the length of the public right of way.

SCHEDULE 7

Article 12

ACCESS TO WORKS

PART 1

PERMANENT MEANS OF ACCESS TO WORKS

(1) *District*	*(2)* *Street*	*(3)* *Description of means of access*
West Suffolk District	Ferry Lane	The provision of a permanent means of access to the authorised development from the western side of Ferry Lane between the points marked SE-E1 and SE-E2 on sheets 1 and 2 of the access and rights of way plans.
West Suffolk District and East Cambridgeshire District	Beck Road	The provision of a permanent means of access to the authorised development from the northern side of Beck Road between the points marked SE-F1 and SE-F2 on sheets 2 and 3 of the access and rights of way plans.
West Suffolk District	Beck Road	The provision of a permanent means of access to the authorised development from the southern side of Beck Road between the points marked SE-G1 and SE-G2 on sheets 2 and 3 of the access and rights of way plans.
West Suffolk District	Beck Road	The provision of a permanent means of access to the authorised development from the northern side of Beck Road between the points marked SE-K1 and SE-K2 on sheets 3 and 4 of the access and rights of way plans.
West Suffolk District	Newmarket Road	The provision of a permanent means of access to the authorised development from the western side of Newmarket Road between the points marked SE-D1 and SE-D2 on sheet 6 of the access and rights of way plans.
West Suffolk District	Golf Links Road	The provision of a permanent means of access to the authorised development from the southern side of Golf Links Road between the points marked SE-J1 and SE-J2 on sheet 6 of the access and rights of way plans.
West Suffolk District	Elms Road	The provision of a permanent means of access to the authorised development from the northern side of Elms Road between the points marked SE-C1 and SE-C2 on sheet 7 of the access and rights of way plans.
West Suffolk District	Elms Road	The provision of a permanent means of access to the authorised development from the southern side of Elms Road between the points marked SE-B1 and SE-B2 on sheet 7 of the access and rights of way plans.
West Suffolk District	Elms Road	The provision of a permanent means of access to the authorised development from the northern side of Elms Road between the points marked SE-A1 and SE-A2 on sheet 7 of the access and rights of way plans.
East Cambridgeshire District	Dane Hill Road	The provision of a permanent means of access to the authorised development from the southern side of Dane Hill Road between the points marked SW-C1 and SW-C2 on sheet 10 of the access and rights of way plans.
East Cambridgeshire District	La Hogue Road	The provision of a permanent means of access to the authorised development from the western side of La Hogue Road between the points marked SW-A1 and

		SW-A2 on sheet 11 of the access and rights of way plans.
East Cambridgeshire District	Chippenham Road	The provision of a permanent means of access to the authorised development from the southern side of Chippenham between the points marked SW-B1 and SW-B2 on sheet 14 of the access and rights of way plans.
~~East Cambridge District~~	~~Fordham Road~~	~~The provision of a permanent means of access to the authorised development from the northern side of Fordham Road between the points marked SW-D1 and SW-D2 on sheet 14 of the access and rights of way plans.~~
East Cambridgeshire District	Weirs Drove	The provision of a permanent means of access to the authorised development from the northern side of Weirs Drove between the points marked CR-A1 and CR-A2 on sheet 20 of the access and rights of way plans.
East Cambridgeshire District	Newnham Drove	The provision of a permanent means of access to the authorised development from the northern side of Newnham Drove between the points marked CR-B1 and CR-B2 on sheet 20 of the access and rights of way plans.

PART 2

TEMPORARY MEANS OF ACCESS TO WORKS

(1) *District*	*(2)* *Street*	*(3)* *Description of means of access*
West Suffolk District	Isleham Road	The provision of a temporary means of access to the authorised development from the southern side of Isleham Road between the points marked CR-T1 and CR-T2 on sheet 4 of the access and rights of way plans.
West Suffolk District	B1102	The provision of a temporary means of access to the authorised development from the northern side of B1102 between the points marked CR-S1 and CR-S2 on sheets 4 and 5 of the access and rights of way plans.
West Suffolk District	B1102	The provision of a temporary means of access to the authorised development from the southern side of B1102 between the points marked CR-R1 and CR-R2 on sheets 4 and 5 of the access and rights of way plans.
West Suffolk District	Newmarket Road	The provision of a temporary means of access to the authorised development from the eastern side of Newmarket Road between the points marked SE-H1 and SE-H2 on sheet 6 of the access and rights of way plans.
West Suffolk District	Newmarket Road	The provision of a temporary means of access to the authorised development from the western side of Newmarket Road between the points marked SE-I1 and SE-I2 on sheet 6 of the access and rights of way plans.
East Cambridgeshire District	B1085	The provision of a temporary means of access to the authorised development from the southern side of B1085 between the points marked CR-P1 and CR-P2 on sheets 9 and 11 of the access and rights of way plans.
East Cambridgeshire District	B1085	The provision of a temporary means of access to the authorised development from the northern side of B1085 between the points of marked CR-Q1 and CR-Q2 on sheet 9 of the access and rights of way plans.
East Cambridgeshire District	La Hogue Road	The provision of a temporary means of access to the authorised development from the eastern side of La Hogue Road between the points marked CR-O1 and CR-

		O2 on sheet 11 of the access and rights of way plans.
East Cambridgeshire District	Chippenham Road	The provision of a temporary means of access to the authorised development from the northern side of the Chippenham Road between the points marked CR-M1 and CR-M2 on sheet 14 of the access and rights of way plans.
East Cambridgeshire District	Chippenham Road	The provision of a temporary means of access to the authorised development from the southern side of Chippenham Road between the points marked CR-N1 and CR-N2 on sheet 14 of the access and rights of way plans.
~~East Cambridgeshire District~~	~~Fordham Road~~	~~The provision of a temporary means of access to the authorised development from the western side of Fordham Road between the points marked CR-L1 and CR-L2 on sheet 16 of the access and rights of way plans.~~
East Cambridgeshire District	A142	The provision of a temporary means of access to the authorised development from the northern side of A142 between the points marked CR-J1 and CR-J2 on sheet 16 of the access and rights of way plans.
East Cambridgeshire District	Newmarket Road	The provision of a temporary means of access to the authorised development from the eastern side of Newmarket Road between the points marked CR-K1 and CR-K2 on sheet 16 of the access and rights of way plans.
East Cambridgeshire District	Ness Road	The provision of a temporary means of access to the authorised development from the western side of Ness Road between the points marked CR-I1 and CR-I2 on sheets 17 and 18 of the access and rights of way plans.
East Cambridgeshire District	Ness Road	The provision of a temporary means of access to the authorised development from the eastern side of Ness Road between the points marked CR-H1 and CR-H2 on sheets 17 and 18 of the access and rights of way plans.
East Cambridgeshire District	Broads Road	The provision of a temporary means of access to the authorised development from the southern side of Broads Road between the points marked CR-G1 and CR-G2 on sheet 18 of the access and rights of way plans.
East Cambridgeshire District	First Drove	The provision of a temporary means of access to the authorised development from the western side of First Drove between the points marked CR-F1 and CR-F2 on sheet 18 of the access and rights of way plans.
East Cambridgeshire District	Weirs Drove	The provision of a temporary means of access to the authorised development from the western side of Weirs Drove between the points marked CR-C1 and CR-C2 on sheets 19 and 20 of the access and rights of way plans.
East Cambridgeshire District	Little Fen Drove	The provision of a temporary means of access to the authorised development from the southern side of Little Fen Drove between the points marked CR-D1 and CR-D2 on sheet 19 of the access and rights of way plans.
East Cambridgeshire District	Little Fen Drove	The provision of a temporary means of access ot the authorised development from the northern side of Little Fen Drove between the points marked CR-E1 and CR-E2 on sheet 19 of the access and rights of way plans.

SCHEDULE 8

Article 20

LAND IN WHICH ONLY NEW RIGHTS ETC. MAY BE ACQUIRED

Interpretation

1. In this Schedule—

"access rights" means rights over land to—

(a) alter, improve, form, maintain, retain, use (with or without vehicles, plant and machinery), remove, reinstate means of access to the authorised development including visibility splays and to remove impediments to such access; and

(b) pass and repass on foot, with or without vehicles, plant and machinery (including rights to lay and use any temporary surface) for all purposes in connection with the authorised development;

"cable rights" means rights over land to—

(a) install, use, support, protect, inspect, alter, remove, replace, retain, renew, improve and maintain electrical ~~underground~~ cables, earthing cables, optical fibre cables, data cables, telecommunications cables and other services, works associated with such cables including bays, ducts, protection and safety measures and equipment, and other apparatus and structures;

(b) remain, pass and repass on foot, with or without vehicles, plant and machinery (including rights to lay and use any temporary surface or form a temporary compound) for all purposes in connection with the authorised development; and

(c) restrict and remove the erection of buildings or structures, restrict the altering of ground levels, restrict and remove the planting of trees or carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt or interfere with the exercise of the rights or damage the authorised development;

"substation connection rights" means rights over land to—

(a) install, use, support, protect, inspect, alter, remove, replace, retain, renew, improve and maintain electrical cables, earthing cables, optical fibre cables, data cables, telecommunications cables and other services, works associated with such cables including bays, ducts, protection and safety measures and equipment, and other apparatus and structures and to connect such cables and services to the National Grid Burwell substation;

(b) install, use, support, protect, inspect, alter, remove, replace retain, renew, improve and maintain watercourses, public sewers and drains and drainage apparatus and equipment;

(c) remain, pass and repass on foot, with or without vehicles, plant and machinery (including rights to lay and use any temporary surface or form a temporary compound) for all purposes in connection with Work Nos. 4 ~~and 5~~;

(d) restrict and remove the erection of buildings or structures, restrict the altering of ground levels, restrict and remove the planting of trees or carrying out operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt or interfere with the exercise of the rights or damage the authorised development; and

(e) install, use, support, protect, inspect, alter, remove, replace, retain, renew, improve and maintain soft landscaping and biodiversity measures; and

"crane rights" means rights over land to pass and repass on foot, with or without vehicles, plant and machinery (including rights to lay and use any temporary surface) and to temporarily remove impediments to such passage for all purposes in connection with the authorised development.

(1)	*(2)*

Plot reference number shown on the land plans	*Purposes for which rights over land may be acquired and restrictive covenants imposed*
1-04	Access rights
1-05	Access rights
1-06	Access rights
1-07	Cable rights
2-01	Cable rights
3-02	Access rights
3-07	Access rights
3-08	Access rights
3-09	Access rights
3-10	Cable rights
4-02	Access rights
4-03	Cable rights
4-04	Access rights
4-05	Cable rights
5-01	Cable rights
5-02	Cable rights and access rights
5-04	Cable rights and access rights
5-08	Cable rights and access rights
5-09	Cable rights
5-10	Cable rights and access rights
6-02	Cable rights and access rights
6-07	Access rights
6-08	Access rights
6-09	Access rights
7-06	Cable rights and access rights
7-07	Access rights
7-09	Access rights
7-10	Access rights
7-11	Access rights
7-12	Access rights
8-02	Cable rights
8-03	Cable rights
8-04	Cable rights
8-05	Cable rights
8-06	Cable rights
9-01	Cable rights
9-02	Cable rights
9-03	Access rights
9-04	Cable rights and access rights
9-05	Access rights
9-06	Cable rights
10-01	Access rights
10-02	Access rights
10-03	Access rights
10-04	Access rights
10-05	Access rights
10-12	Cable rights
10-13	Cable rights
10-14	Cable rights

10-15	Cable rights
10-16	Cable rights
10-17	Cable rights
10-18	Cable rights
10-19	Cable rights
10-20	Cable rights
10-23	Access rights
10-24	Access rights
10-25	Access rights
10-26	Access rights
10-27	Access rights
10-28	Access rights
10-29	Cable rights
10-30	Cable rights
10-31	Cable rights
10-32	Cable rights
10-33	Cable rights
11-01	Cable rights
11-02	Access rights
11-03	Cable rights and access rights
11-04	Access rights
14-04	Access rights
14-05	Access rights
14-06	Access rights
14-07	Cable rights
14-08	Cable rights and access rights
14-09	Cable rights
15-01	Cable rights
15-02	Cable rights and access rights
15-03	Cable rights
15-04	Cable rights
~~15-06~~15-05	~~Access~~ Cable rights
~~15-07~~15-12	~~Access~~ Cable rights
~~15-08~~16-01	~~Access~~ Cable rights
~~15-09~~	~~Access rights~~
16-02	Cable rights
16-03	Cable rights
16-04	Cable rights
~~16-05~~	~~Cable rights and access rights~~
~~16-06~~	~~Access rights~~
16-07	Cable rights
16-08	Cable rights
16-09	Cable rights
16-10	Cable rights
16-11	Cable rights
16-12	Access rights
16-13	Access rights
16-14	Cable rights
16-15	Cable rights and access rights
16-16	Cable rights
16-17	Cable rights

16-18	Cable rights
16-19	Cable rights
16-20	Access rights
17-01	Cable rights
17-02	Access rights
17-03	Cable rights
18-01	Cable rights
18-02	Cable rights and access rights
18-03	Cable rights and access rights
18-04	Cable rights and access rights
18-05	Access rights
18-06	Access rights
18-07	Cable rights
18-08	Cable rights
18-09	Cable rights
18-10	Cable rights
18-11	Cable rights and access rights
18-12	Cable rights and access rights
18-13	Cable rights
18-14	Cable rights
18-15	Cable rights
18-16	Cable rights and access rights
18-17	Cable rights
18-18	Cable rights
18-19	Cable rights
19-01	Cable rights
19-02	Cable rights
19-03	Cable rights
19-04	Cable rights
19-05	Cable rights
19-06	Cable rights
19-07	Cable rights
19-08	Cable rights
19-09	Cable rights
19-10	Cable rights
19-11	Cable rights
19-12	Cable rights and access rights
19-13	Cable rights and access rights
19-14	Access rights
19-15	Access rights
20-01	Cable rights
20-02	Cable rights
20-03	Cable rights
20-04	Cable rights
20-05	Access rights
20-06	Access rights
20-07	Access rights
20-08	Cable rights
20-09	Cable rights
20-10	Cable rights
20-11	Cable rights

20-12	Cable rights
20-13	Substation connection rights and access rights
20-14	Substation connection rights
20-15	Substation connection rights and access rights
20-16	Substation connection rights
20-17	Substation connection rights
20-18	Substation connection rights
20-19	Substation connection rights
20-20	Substation connection rights
20-21	Substation connection rights and access rights
20-22	Substation connection rights
20-23	Substation connection rights
20-24	Substation connection rights
20-25	Substation connection rights
20-26	Substation connection rights
20-27	Substation connection rights
20-28	Substation connection rights
20-29	Substation connection rights
20-30	Substation connection rights
21-01	Crane rights
21-02	Crane rights
21-03	Crane rights
~~22-01~~	~~Crane rights~~
~~23-01~~	~~Crane rights~~
~~24-01~~	~~Crane rights~~
~~24-02~~22-01	Crane rights

SCHEDULE 9

Article 20

MODIFICATION OF COMPENSATION AND COMPULSORY PURCHASE ENACTMENTS FOR THE CREATION OF NEW RIGHTS AND IMPOSITION OF NEW RESTRICTIVE COVENANTS

Compensation enactments

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land are to apply, with the necessary modifications as respects compensation, in the case of a compulsory acquisition under this Order of a right by the creation of a new right or the imposition of a restrictive covenant as they apply as respects compensation on the compulsory purchase of land and interests in land.

2.—(1) Without limitation on the scope of paragraph 1, the Land Compensation Act 1973(**a**) has effect subject to the modifications set out in sub-paragraph (2).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 (measure of compensation in case of severance) of the 1965 Act as substituted by paragraph 5—

(a) for the words "land is acquired or taken from" substitute "a right or restrictive covenant over land is purchased from or imposed on"; and

(b) for the words "acquired or taken from him" substitute "over which the right is exercisable or the restrictive covenant enforceable".

3.—(1) Without limitation on the scope of paragraph 1, the 1961 Act has effect subject to the modification set out in sub-paragraph (2).

(2) In section 5A(5A) (relevant valuation date), omit the words after "if—" and substitute—

(a) the acquiring authority enters on land for the purpose of exercising a right in pursuance of a notice of entry under section 11(1) of the 1965 Act (as modified by paragraph 5(5) of Schedule 9 to the Sunnica Energy Farm Order 202*);

(b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A to the 1965 Act (as substituted by paragraph 5(8) of Schedule 9 to the Sunnica Energy Farm Order 202*) to acquire an interest in the land; and

(c) the acquiring authority enters on and takes possession of that land.

the authority is deemed for the purposes of subsection (3)(a) to have entered on that land where it entered on that land for the purpose of exercising that right..

Application of Part 1 of the 1965 Act

4. Part 1 (compulsory purchase under Acquisition of Land Act 1946) of the 1965 Act, as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act to the acquisition of land under article 18 (compulsory acquisition of land) and as modified by article 25 (modification of Part 1 of the Compulsory Purchase Act 1965)), applies to the compulsory acquisition of a right by the creation of a new right under article 20 (compulsory acquisition of rights)—

(a) with the modifications specified in paragraph 5; and

(b) with such other modifications as may be necessary.

(**a**) 1973 c. 26.

5.—(1) The modifications referred to in paragraph 4(a) are as follows—

(2) References in the 1965 Act to land are, in the appropriate contexts, to be read (according to the requirements of the particular context) as referring to, or as including references to—

(a) the right acquired or to be acquired, or the restriction imposed or to be imposed; or

(b) the land over which the right is or is to be exercisable, or the restriction is to be enforceable.

(3) For section 7 (measure of compensation in case of severance) of the 1965 Act substitute—

> **7.** In assessing the compensation to be paid by the acquiring authority under this Act, regard must be had not only to the extent (if any) to which the value of the land over which the right is to be acquired or the restrictive covenant is to be imposed is depreciated by the acquisition of the right or the imposition of the covenant but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act..

(4) The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

(a) section 9(4) (failure by owners to convey);

(b) paragraph 10(3) of Schedule 1 (owners under incapacity);

(c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and

(d) paragraphs 2(3) and 7(2) of Schedule 4 (common land),

are modified to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired or the restrictive covenant which is to be imposed is vested absolutely in the acquiring authority.

(5) Section 11 (powers of entry)(**a**) of the 1965 Act is modified to secure that, as from the date on which the acquiring authority has served notice to treat in respect of any right or restrictive covenant, as well as the notice of entry required by subsection (1) of that section (as it applies to compulsory acquisition under article 18 (compulsory acquisition of land)), it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant (which is deemed for this purpose to have been created on the date of service of the notice); and sections 11A (powers of entry: further notices of entry)(**b**), 11B (counter-notice requiring possession to be taken on specified date)(**c**), 12 (penalty for unauthorised entry)(**d**) and 13 (refusal to give possession to acquiring authority)(**e**) of the 1965 Act are modified correspondingly.

(6) Section 20 (tenants at will, etc.)(**f**) of the 1965 Act 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.

(**a**) Section 11 was amended by section 34(1) of, and Schedule 4 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), sections 186(2), 187(2) and 188 of, and paragraph 6 of Schedule 14 and paragraph 3 of Schedule 16 to, the Housing and Planning Act 2016 (c. 22) and S.I. 2009/1307.

(**b**) Section 11A was inserted by section 186(3) of the Housing and Planning Act 2016.

(**c**) Section 11B was inserted by section 187(3) of the Housing and Planning Act 2016.

(**d**) Section 12 was amended by section 56(2) of, and Part 1 of Schedule 9 to, the Courts Act 1971 (c. 23) and paragraphs (2) and (4) of Schedule 16 to the Housing and Planning Act 2016.

(**e**) 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).

(**f**) Section 20 was amended by paragraph 4 of Schedule 15 to the Planning and Compensation Act 1991 (c. 34) and S.I. 2009/1307.

(7) Section 22 (interests omitted from purchase) of the 1965 Act as modified by article 25(4) (modification of Part 1 of the Compulsory Purchase Act 1965) is so modified as to enable the acquiring authority, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired or restrictive covenant imposed, subject to compliance with that section as respects compensation.

(8) For Schedule 2A (counter notice requiring purchase of land not in notice to treat) to the 1965 Act substitute—

SCHEDULE 2A

COUNTER-NOTICE REQUIRING PURCHASE OF LAND

1.—(1) This Schedule applies where an acquiring authority serve a notice to treat in respect of a right over, or restrictive covenant affecting, the whole or part of a house, building or factory and have not executed a general vesting declaration under section 4 of the 1981 Act as applied by article 22 (application of the 1981 Act) of the Sunnica Energy Farm Order 202* in respect of the land to which the notice to treat relates.

(2) But see article 23(3) (acquisition of subsoil only) of the Sunnica Energy Farm Order 202* which excludes the acquisition of subsoil only from this Schedule.

2. In this Schedule, "house" includes any park or garden belonging to a house.

Counter-notice requiring purchase of land

3. A person who is able to sell the house, building or factory ("the owner") may serve a counter-notice requiring the authority to purchase the owner's interest in the house, building or factory.

4. A counter-notice under paragraph 3 must be served within the period of 28 days beginning with the day on which the notice to treat was served.

Response to counter-notice

5. On receiving a counter-notice, the acquiring authority must decide whether to—

(a) withdraw the notice to treat,

(b) accept the counter-notice, or

(c) refer the counter-notice to the Upper Tribunal.

6. The authority must serve notice of their decision on the owner within the period of three months beginning with the day on which the counter-notice is served ("the decision period").

7. If the authority decides to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

8. If the authority does not serve notice of a decision within the decision period they are to be treated as if they had served notice of a decision to withdraw the notice to treat at the end of that period.

9. If the authority serves notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in the house, building or factory.

Determination by the Upper Tribunal

10. On a referral under paragraph 7, the Upper Tribunal must determine whether the acquisition of the right or the imposition of the restrictive covenant would—

(a) in the case of a house, building or factory, cause material detriment to the house, building or factory, or

(b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.

11. In making its determination, the Upper Tribunal must take into account—

(a) the effect of the acquisition of the right or the imposition of the covenant,

(b) the use to be made of the right or covenant proposed to be acquired or imposed, and

(c) if the right or covenant is proposed to be acquired or imposed for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.

12. If the Upper Tribunal determines that the acquisition of the right or the imposition of the covenant would have either of the consequences described in paragraph 10, it must determine how much of the house, building or factory the authority ought to be required to take.

13. If the Upper Tribunal determines that the authority ought to be required to take some or all of the house, building or factory, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in that land.

14.—(1) If the Upper Tribunal determines that the authority ought to be required to take some or all of the house, building or factory, the authority may at any time within the period of six weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the acquiring authority withdraws the notice to treat under this paragraph they must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawal of the notice.

(3) Any dispute as to the compensation is to be determined by the Upper Tribunal..

SCHEDULE 10

Article 38

DOCUMENTS AND PLANS TO BE CERTIFIED

(1) *Document name*	*(2)* *Document reference*	*(3)* *Revision number*	*(4)* *Date*
access and rights of way plans	2.3	4	28/11/2022
book of reference	4.3	4	16/12/2022
design principles	Appendix B to document reference 7.3	2	28/11/2022
detailed archaeology mitigation strategy	8.79	001	13/01/2023
drainage strategy	~~Annex F to Appendix 9C contained in volume 2 of the environmental statement (document reference 6.2)~~8.83	~~2~~0	~~16/12/2022~~13/01/2023
environmental statement	environmental statement 6.1 (excluding chapters 0, 3 and 16), 6.2 (excluding appendix 8M, 13C, 16C, 16D, 16E and 16F), 6.3 (excluding figures 3-20, 3-25, 3-28a, 3-28b, 3-29, 3-30a, 3-30b, 3-31, 3-32) and 6.4	0	18/11/2021
	environmental statement 6.1 (chapter 0)	1	30/08/2022
	environmental statement 6.1 (chapter 3)	2	11/11/2022
	environmental statement 6.1 (chapter 16)	1	11/11/2022
	environmental statement 6.2 (appendix 8M)	~~1~~2	~~22/11/2022~~13/01/2023
	environmental statement 6.3 (figures 3-20, 3-25, 3-28a, 3-28b, 3-29, 3-30a, 3-30b, 3-31, 3-32)	1	30/08/2022
flood risk assessment	Appendix 9C contained in volume 2 of the environmental statement (document reference 6.2)	1	21/01/2022

	Appendix 9C flood risk assessment addendum	0	16/12/2022
	FRA clarification document in light of proposed Scheme changes	0	13/01/2023
framework construction environmental management plan	Appendix 16C contained in volume 2 of the environmental statement (document reference 6.2)	~~3~~4	~~22/11/2022~~13/01/2023
framework construction traffic management plan	Appendix 13C contained in volume 2 of the environmental statement (document reference 6.2)	~~3~~4	~~28/11/2022~~13/01/2023
unplanned atmospheric emissions from battery energy storage systems	Appendix 16D contained in volume 2 of the environmental statement (document reference 6.2)	1	11/11/2022
framework decommissioning environmental management plan	Appendix 16E contained in volume 2 of the environmental statement (document reference 6.2)	~~1~~2	~~11/11/2022~~13/01/2023
framework operational environmental management plan	Appendix 16F contained in volume 2 of the environmental statement (document reference 6.2)	~~1~~2	~~11/11/2022~~13/01/2023
land and Crown land plans	2.1	4	16/12/2022
offsetting habitat provision for stone curlews specification	6.6	0	18/11/2021
outline battery fire safety management plan	7.6	1	11/11/2022
outline landscape and ecology management plan	Appendix 10I contained in volume 2 of the environmental statement (document reference 6.2)	~~1~~2	~~22/11/2021~~13/01/2023
outline skills, supply chain and employment plan	7.7	2	22/11/2022
restoration overlap plan	2.9	0	18/11/2021
traffic regulation measures plans – temporary measures	2.4	2	11/11/2022
traffic regulation measures plans –	2.4	2	11/11/2022

temporary road closures			
works plans	2.2	3	11/11/2022

SCHEDULE 11

Article 39

ARBITRATION RULES

Commencing an arbitration

1. The arbitration is deemed to have commenced when a party ("the claimant") serves a written notice of arbitration on the other party ("the respondent").

Time periods

2.—(1) All time periods in these arbitration rules are measured in days and include weekends, but not bank or public holidays.

(2) Time periods are calculated from the day after the arbitrator is appointed which is either—

(a) the date the arbitrator notifies the parties in writing of his/her acceptance of an appointment by agreement of the parties; or

(b) the date the arbitrator is appointed by the Secretary of State.

Timetable

3.—(1) The timetable for the arbitration is that which is set out in sub-paragraphs (2) to (4) below unless amended in accordance with paragraph 5(3).

(2) Within 14 days of the arbitrator being appointed, the claimant must provide both the respondent and the arbitrator with—

(a) a written statement of claim which describes the nature of the difference between the parties, the legal and factual issues, the claimant's contentions as to those issues, the amount of its claim or the remedy it is seeking; and

(b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports.

(3) Within 14 days of receipt of the claimant's statements under sub-paragraph (2) by the arbitrator and respondent, the respondent must provide the claimant and the arbitrator with—

(a) a written statement of defence consisting of a response to the claimant's statement of claim, its statement in respect of the nature of the difference, the legal and factual issues in the claimant's claim, its acceptance of any elements of the claimant's claim and its contentions as to those elements of the claimant's claim it does not accept;

(b) all statements of evidence and copies of all documents on which it relies, including contractual documentation, correspondence (including electronic documents), legal precedents and expert witness reports; and

(c) any objections it wishes to make to the claimant's statements, comments on the claimant's expert reports (if submitted by the claimant) and explanations of the objections.

(4) Within seven days of the respondent serving its statements under sub-paragraph (3), the claimant may make a statement of reply by providing both the respondent and the arbitrator with—

(a) a written statement responding to the respondent's submissions, including its reply in respect of the nature of the difference, the issues (both factual and legal) and its contentions in relation to the issues;

(b) all statements of evidence and copies of documents in response to the respondent's submissions;

(c) any expert report in response to the respondent's submissions;

(d) any objections to the statements of evidence, expert reports or other documents submitted by the respondent; and

(e) its written submissions in response to the legal and factual issues involved.

Procedure

4.—(1) The parties' pleadings, witness statements and expert reports (if any) must be concise. A single pleading must not exceed 30 single-sided A4 pages using 10pt Arial font.

(2) The arbitrator will make an award on the substantive differences based solely on the written material submitted by the parties unless the arbitrator decides that a hearing is necessary to explain or resolve any matters.

(3) Either party may, within two days of delivery of the last submission, request a hearing giving specific reasons why it considers a hearing is required.

(4) Within seven days of receiving the last submission, the arbitrator must notify the parties whether a hearing is to be held and the length of that hearing.

(5) Within 10 days of the arbitrator advising the parties that a hearing is to be held, the date and venue for the hearing are to be fixed by agreement with the parties, save that if there is no agreement the arbitrator must direct a date and venue which the arbitrator considers is fair and reasonable in all the circumstances. The date for the hearing must not be less than 35 days from the date of the arbitrator's direction confirming the date and venue of the hearing.

(6) A decision must be made by the arbitrator on whether there is any need for expert evidence to be submitted orally at the hearing. If oral expert evidence is required by the arbitrator, then any experts attending the hearing may be asked questions by the arbitrator.

(7) There is to be no examination or cross-examination of experts, but the arbitrator must invite the parties to ask questions of the experts by way of clarification of any answers given by the experts in response to the arbitrator's questions. Prior to the hearing in relation to the experts—

(a) at least 28 days before a hearing, the arbitrator must provide a list of issues to be addressed by the experts;

(b) if more than one expert is called, they will jointly confer and produce a joint report or reports within 14 days of the issues being provided; and

(c) the form and content of a joint report must be as directed by the arbitrator and must be provided at least seven days before the hearing.

(8) Within 14 days of a hearing or a decision by the arbitrator that no hearing is to be held the parties may by way of exchange provide the arbitrator with a final submission in connection with the matters in dispute and any submissions on costs. The arbitrator must take these submissions into account in the award.

(9) The arbitrator may make other directions or rulings as considered appropriate in order to ensure that the parties comply with the timetable and procedures to achieve an award on the substantive difference within four months of the date on which the arbitrator is appointed, unless both parties otherwise agree to an extension to the date for the award.

(10) If a party fails to comply with the timetable, procedure or any other direction then the arbitrator may continue in the absence of a party or submission or document, and may make a decision on the information before the arbitrator attaching the appropriate weight to any evidence submitted beyond any timetable or in breach of any procedure or direction.

(11) The arbitrator's award must include reasons. The parties must accept that the extent to which reasons are given must be proportionate to the issues in dispute and the time available to the arbitrator to deliver the award.

Arbitrator's powers

5.—(1) The arbitrator has all the powers of the Arbitration Act 1996, save where modified in this Schedule.

(2) There must be no discovery or disclosure, except that the arbitrator is to have the power to order the parties to produce such documents as are reasonably requested by another party no later than the statement of reply, or by the arbitrator, where the documents are manifestly relevant, specifically identified and the burden of production is not excessive. Any application and orders should be made by way of a Redfern Schedule without any hearing.

(3) Any time limits fixed in accordance with this procedure or by the arbitrator may be varied by agreement between the parties, subject to any such variation being acceptable to and approved by the arbitrator. In the absence of agreement, the arbitrator may vary the timescales or procedure—

(a) if the arbitrator is satisfied that a variation of any fixed time limit is reasonably necessary to avoid a breach of the rules of natural justice and then; and

(b) only for such a period that is necessary to achieve fairness between the parties.

(4) On the date the award is made, the arbitrator will notify the parties that the award is completed, signed and dated, and that it will be issued to the parties on receipt of cleared funds for the arbitrator's fees and expenses.

Costs

6.—(1) The costs of the arbitration must include the fees and expenses of the arbitrator, the reasonable fees and expenses of any experts and the reasonable legal and other costs incurred by the parties for the arbitration.

(2) Where the difference involves connected or interrelated issues, the arbitrator must consider the relevant costs collectively.

(3) The final award must fix the costs of the arbitration and decide which of the parties are to bear them or in what proportion they are to be borne by the parties.

(4) The arbitrator must award recoverable costs on the general principle that each party should bear its own costs, having regard to all material circumstances, including such matters as exaggerated claims or defences, the degree of success for different elements of the claims, claims that have incurred substantial costs, the conduct of the parties and the degree of success of a party.

Confidentiality

7.—(1) Hearings in this arbitration are to take place in private.

(2) Materials, documents, awards, expert reports and any matters relating to the arbitration are confidential and must not be disclosed to any third party without prior written consent of the other party, save for any application to the courts or where disclosure is required under any legislative or regulatory requirement.

SCHEDULE 12

Article 40

PROTECTIVE PROVISIONS

PART 1

FOR THE PROTECTION OF ELECTRICITY, GAS, WATER AND SEWERAGE UNDERTAKERS

1. For the protection of the utility undertakers referred to in this Part of this Schedule, the following provisions have effect, unless otherwise agreed in writing between the undertaker and the utility undertakers concerned.

2. In this Part of this Schedule—

"alternative apparatus" means alternative apparatus adequate to enable the utility undertaker in question 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 Electricity Act 1989(**a**)), belonging to or maintained by that utility undertaker;

(b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter for the purposes of gas supply;

(c) in the case of a water undertaker—

(i) mains, pipes or other apparatus belonging to or maintained by that utility undertaker for the purposes of water supply; and

(ii) any water mains or service pipes (or part of a water main or service pipe) that is the subject of an agreement to adopt made under section 51A of the Water Industry Act 1991;

(d) in the case of a sewerage undertaker—

(i) any drain or works vested in the utility undertaker under the Water Industry Act 1991(**b**); and

(ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of that Act or an agreement to adopt made under section 104 of that Act,

and includes a sludge main, disposal main (within the meaning of section 219 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 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;

"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; and

"utility undertaker" means—

(a) any licence holder within the meaning of Part 1 of the Electricity Act 1989;

(b) a gas transporter within the meaning of Part 1 of the Gas Act 1986(**c**);

(c) water undertaker within the meaning of the Water Industry Act 1991; and

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(**a**) 1989 c. 29.
(**b**) 1991 c. 56.
(**c**) 1986 c. 44. A new section 7 was substituted by section 5 of the Gas Act 1995 (c. 45), and was further amended by section 76 of the Utilities Act 2000 (c. 27).

(d) a sewerage undertaker within the meaning of Part 1 of the Water Industry Act 1991,

for the area of the authorised development, and in relation to any apparatus, means the utility undertaker to whom it belongs or by whom it is maintained.

3. This part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the utility undertaker are regulated by the provisions of Part 3 of the 1991 Act.

4. Regardless of the temporary prohibition or restriction of use of streets under the powers conferred by article 11 (temporary stopping up of streets and public rights of way), a utility undertaker is at liberty at all times to take all necessary access across any such street and to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the prohibition or restriction was in that street.

5. Regardless of any provision in this Order or anything shown on the land and Crown land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

6.—(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 the utility undertaker's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of a utility undertaker 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, to the reasonable satisfaction of the utility undertaker in question in accordance with sub-paragraphs (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 the utility undertaker in question 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 a utility undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the utility undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker 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, the utility undertaker in question must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of 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 the utility undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 39 (arbitration).

(5) The utility undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 39 (arbitration), and after the grant to the utility undertaker 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) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the utility undertaker in question that it desires itself to execute any work, or part of any work, in connection with the construction or removal of apparatus in any land controlled by the undertaker, that work, instead of being executed by the utility undertaker, must be executed by the undertaker

without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the utility undertaker.

(7) Nothing in sub-paragraph (6) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 300 millimetres of the apparatus.

7.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to a utility undertaker 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 the utility undertaker in question or in default of agreement settled by arbitration in accordance with article 39 (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 the utility undertaker in question 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 that utility undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

8.—(1) Not less than 28 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 6(2), the undertaker must submit to the utility undertaker in question 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 the utility undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the utility undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by a utility undertaker under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If a utility undertaker 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 1 to 7 apply as if the removal of the apparatus had been required by the undertaker under paragraph 6(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 28 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 the utility undertaker in question 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.

9.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to a utility undertaker the reasonable expenses incurred by that utility undertaker 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 6(2).

(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.

(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,

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 39 (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 the utility undertaker in question by virtue of sub-paragraph (1) is to be reduced by the amount of that excess.

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

(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 6(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.

(5) An amount which apart from this sub-paragraph would be payable to a utility undertaker in respect of works by virtue of sub-paragraph (1), 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 the utility undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

10.—(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 paragraph 6(2), 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 a utility undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any utility undertaker, the undertaker must—

(a) bear and pay the cost reasonably incurred by that utility undertaker in making good such damage or restoring the supply; and

(b) make reasonable compensation to that utility undertaker for any other expenses, loss, damages, penalty or costs incurred by the utility undertaker,

by reason or in consequence of any such damage or interruption.

(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 a utility undertaker, its officers, servants, contractors or agents.

(3) A utility undertaker 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.

11. Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and a utility undertaking in respect of any

apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

PART 2

FOR THE PROTECTION OF OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS

12.—(1) For the protection of any operator, the following provisions have effect, unless otherwise agreed in writing between the undertaker and the operator.

(2) In this Part of this Schedule—

"the 2003 Act" means the Communications Act 2003(**a**);

"electronic communications apparatus" has the same meaning as in the electronic communications code;

"the electronic communications code" has the same meaning as in section 106 (application of the electronic communications code) of the 2003 Act;

"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 of the 2003 Act; 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 of the 2003 Act; and

"operator" means the operator of an electronic communications code network.

13. The exercise of the powers of article 29 (statutory undertakers) is subject to Part 10 (undertakers' works affecting electronic communications apparatus) of the electronic communications code.

14.—(1) Subject to sub-paragraphs (2) to (4), if as the result of the authorised development or its construction, or of any subsidence resulting from any of those works—

(a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works), or other property of an operator; or

(b) there is any interruption in the supply of the service provided by an operator,

the undertaker must bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and make reasonable compensation to that operator for any other expenses, loss, damages, penalty or costs incurred by it, by reason, or in consequence of, any such damage or interruption.

(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 an operator, its officers, servants, contractors or agents.

(3) The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand 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.

(**a**) 2003 c. 21.

(4) Any difference arising between the undertaker and the operator under this Part of this Schedule must be referred to and settled by arbitration under article 42 (procedure in relation to certain approvals etc.).

15. This Part of this Schedule does not apply to—

(a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 (street works in England and Wales) of the 1991 Act; or

(b) any damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised development.

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

17. The undertaker must not exercise the powers granted under this Order so as to hinder or prevent access to the Airwaves Solutions Limited telecommunications site located 2.68 metres from the Order limits by Airwaves Solutions Limited, its employees, contractors or sub-contractors, such access to be over plot 9-06.

PART 3

FOR THE PROTECTION OF ANGLIAN WATER

18. For the protection of Anglian Water, the following provisions, unless otherwise agreed in writing between the undertaker and Anglian Water, have effect.

19. In this Part of this Schedule—

"apparatus" means any works, mains (including the strategic water main), pipes or other apparatus belonging to or maintained by Anglian Water for the purposes of water supply and sewerage and—

(a) any drain or works vested in Anglian Water under The Water Industry Act 1991,

(b) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of the Water Industry Act 1991 or an agreement to adopt made under section 104 of that Act,

and includes a sludge main, disposal main or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any sewer, drain, or works (within the meaning of section 219 of that Act) and any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

"alternative apparatus" means alternative apparatus adequate to enable Anglian Water to fulfil its statutory functions in not less efficient a manner than previously;

"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 sections, drawings, specifications and method statements; and

"strategic water main" means the existing 500 millimetre diameter water main located at East Site A.

20.—(1) The undertaker must not interfere with, build over, under or near to any apparatus within the Order land or execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within the standard protection strips which are the strips of land falling the following distances to either side of the medial line of any relevant pipe or apparatus—

(a) 2.25 metres where the diameter of the pipe is less than 150 millimetres;

(b) 3 metres where the diameter of the pipe is between 150 and 450 millimetres;

(c) 4.5 metres where the diameter of the pipe is between 450 and 750 millimetres; and

(d) 6 metres where the diameter of the pipe is over 750 millimetres or is the strategic water main,

unless otherwise agreed in writing with Anglian Water, such agreement not to be unreasonably withheld or delayed, and such provision being brought to the attention of any agent or contractor responsible for carrying out any work on behalf of the undertaker.

21. The alteration, extension, removal or re-location of any apparatus must not be implemented until—

(a) any permits required under the Environmental Permitting (England and Wales) Regulations 2016 or other legislation and any other associated consents are obtained, and any approval or agreement required from Anglian Water on alternative outfall locations as a result of such re-location are approved, such approvals from Anglian Water not to be unreasonably withheld or delayed; and

(b) the undertaker has made the appropriate application required under the Water Industry Act 1991 together with a plan and section of the works proposed and Anglian Water has agreed all of the contractual documentation required under the Water Industry Act 1991, such agreement not to be unreasonably withheld or delayed, and such works to be executed only in accordance with the plan, section and description submitted and in accordance with such reasonable requirements as may be made by Anglian Water without delay for the alteration or otherwise for the protection of the apparatus, or for securing access to it.

22. In the situation, where in exercise of the powers conferred by the Order, the undertaker acquires any interest in any land in which apparatus is placed and such apparatus is to be relocated, extended, removed or altered in any way, no alteration or extension is to take place until Anglian Water has established, to its reasonable satisfaction, contingency arrangements in order to conduct its functions for the duration of the works to relocate, extend, remove or alter the apparatus. Anglian Water must use reasonable endeavours to establish contingency arrangements in a timely manner.

23. Regardless of any provision in this Order or anything shown on any plan, the undertaker must not acquire any apparatus otherwise than by agreement with Anglian Water, and before extinguishing any existing rights for Anglian Water to use, keep, inspect, renew and maintain its apparatus in the Order land, the undertaker must, with the agreement of Anglian Water, create a new right to use, keep, inspect, renew and maintain the apparatus that is reasonably convenient for Anglian Water such agreement not to be unreasonably withheld or delayed..

24. If in consequence of the exercise of the powers conferred by this Order the access to any apparatus is materially obstructed the undertaker must provide such alternative means of access to such apparatus as will enable Anglian Water to maintain or use the apparatus no less effectively than was possible before such obstruction.

25. If in consequence of the exercise of the powers conferred by the Order, previously unmapped sewers, lateral drains or other apparatus are identified by the undertaker, notification of the location of such assets will immediately be given to Anglian Water and afforded the same protection as other Anglian Water assets.

26. If for any reason or in consequence of the construction of any of the works referred to in paragraphs 21 to 23 and 25 above 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 Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the undertaker must—

(a) bear and pay the cost reasonably incurred by Anglian Water in making good any damage or restoring the supply; and

(b) make reasonable compensation to Anglian Water for any other expenses, loss, damages, penalty or costs incurred by Anglian Water, by reason or in consequence of any such damage or interruption.

27. Anglian Water must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, penalties and costs to which the provisions of this Part of this Schedule apply. If requested to do so by the undertaker, Anglian Water will provide an explanation of how any claim has been minimised. The undertaker will only be liable under paragraph 26 for claims reasonably incurred by Anglian Water.

28. Nothing in paragraph 26 above 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 Anglian Water, its officers, servants, contractors or agents.

29. Any difference or dispute arising between the undertaker and Anglian Water under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and Anglian Water, be determined by arbitration in accordance with article 39 (arbitration).

PART 4

FOR THE PROTECTION OF CADENT GAS LIMITED

Application

30. For the protection of Cadent the following provisions will, unless otherwise agreed in writing between the undertaker and Cadent, have effect.

Interpretation

31. In this Part of this Schedule—

"acceptable insurance" means a third party liability insurance effected and maintained by the undertaker and / or its contractor(s) to a level as may be approved by Cadent in writing or in the case of dispute in accordance with the terms and level of cover determined by an expert under paragraph 44. Such insurance shall be arranged with an internationally recognised insurer of repute operating in the London and worldwide insurance market underwriters whose security/ credit rating meets the same requirements as an "acceptable credit provider", such policy shall include (but without limitation)–

(a) Cadent as a Co-Insured;

(b) a cross liabilities clause; and

(c) contractors' pollution liability for third party property damage and third party bodily damage arising from a pollution/contamination event with cover of £10,000,000.00 (ten million pounds) per event or £20,000,000.00 (twenty million pounds) in aggregate;

"acceptable security" means either:

(a) a parent company guarantee from a parent company in favour of Cadent to cover the undertaker's liability to Cadent to a cap to be agreed on a per asset per event basis up to a total liability cap to be agreed (and not exceeding £50,000,000 (fifty million pounds) and in a form reasonably satisfactory to Cadent and where required by Cadent, accompanied with a legal opinion confirming the due capacity and authorisation of the parent company to enter into and be bound by the terms of such guarantee); or

(b) a bank bond or letter of credit from an acceptable credit provider in favour of Cadent to cover the undertaker's liability to Cadent for an amount to be agreed on a per asset per event basis up to a total liability cap to be agreed (and not exceeding £50,000,000 (fifty million pounds) (in a form reasonably satisfactory to Cadent);

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

“apparatus” means any gas mains, pipes, pressure governors, ventilators, cathodic protections, cables or other apparatus belonging to or maintained by Cadent for the purposes of Cadent’s undertaking together with any replacement apparatus and such other apparatus constructed pursuant to this Order that becomes operational apparatus of Cadent for the purposes of Cadent’s undertaking and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised development” has the same meaning as in article 2 (interpretation) of the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised development;

“Cadent” means Cadent Gas Limited and includes its successors in title or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986;

“Cadent’s undertaking” means the rights, duties and obligations of Cadent Gas Limited as a public gas transporter within the meaning of Section 7 of the Gas Act 1986 (as amended by the Gas Act 1995);

“commence” has the same meaning as in article 2 (interpretation) of the Order and “commencement” is to be construed accordingly, and for the purpose of this Part of this Schedule only includes any below ground surveys, monitoring or operations or receipt, erection of construction plant within 15 metres of any apparatus and remedial work in respect of any contamination or other adverse ground condition;

“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;

“facilities and rights” for construction and for maintenance include any appropriate working areas required to reasonably and safely undertake that construction or maintenance, and any necessary rights of access;

“functions” includes powers and duties;

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

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, requires the undertaker to submit for Cadent’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” includes notwithstanding article 2 (interpretation) of the Order the ability and right to do any of the following in relation to any apparatus or alternative apparatus of Cadent including construct, protect, use, repair, alter, renews or remove the apparatus;

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

"rights" includes restrictive covenants and, in relation to decommissioned apparatus, the surrender of rights, release of liabilities and transfer of decommissioned apparatus; and

"specified works" means any part of the authorised development or activities (including maintenance) undertaken in association with the authorised development 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 sub-paragraph 36(2) or otherwise; or

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under sub-paragraph 36(2) or otherwise.

On street apparatus

32.—(1) This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and Cadent are regulated by the provisions of Part 3 of the 1991 Act, except for—

(a) Paragraphs 33, 38, 39, 40 and 41; and

(b) where sub-paragraph (2) applies, paragraphs 36, 37 and 38.

(2) This sub-paragraph applies where any apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within the existing public highway, notwithstanding that any diversion may be carried out under the provisions of Part 3 of the 1991 Act.

(3) The protective provisions in this Part of this Schedule apply and take precedence over article 30 (apparatus and rights of statutory undertakers in stopped up streets) of the Order which does not apply to Cadent.

Apparatus of Cadent in stopped up streets

33.—(1) Notwithstanding the temporary alteration, diversion or restriction of use of any street under the powers of article 11 (temporary stopping up of public rights of way), Cadent will be at liberty at all times to take all necessary access across any such street and to execute and do all such works and things in, upon or under any such street as it would have been entitled to do immediately before such temporary alteration, diversion or restriction in respect of any apparatus which at the time of the stopping up or diversion was in that street.

Protective works to buildings

34.—(1) The undertaker must exercise the powers conferred by article 16 (protective works to buildings) so as not to obstruct or render less convenient the access to any apparatus without the written consent of Cadent (such consent not to be unreasonably withheld or delayed).

Acquisition of land

35.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not appropriate or acquire any interest in land or appropriate, acquire, extinguish, interfere with or override any easement or other interest in land of Cadent otherwise than by agreement.

(2) As a condition of agreement between the parties in sub-paragraph (1), prior to the construction or maintenance of any part of the authorised development (or in such other timeframe as may be agreed between Cadent and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of Cadent or affect the provisions of any enactment or agreement regulating the relations between Cadent and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as Cadent reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between Cadent and the undertaker acting reasonably and which must be no less favourable on the whole to Cadent

unless otherwise agreed by Cadent, and it will be the responsibility of the undertaker to procure or secure the consent to and entering 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 development or maintenance thereof.

(3) The undertaker and Cadent agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation or removal of apparatus, including but not limited to the payment of costs and expenses relating to such relocation or removal of apparatus and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by Cadent and other enactments relied upon by Cadent as of right or other use in relation to the apparatus, then the provisions in this Schedule prevail.

(4) Any agreement or consent granted by Cadent under paragraph 38 or any other paragraph of this Part of this Schedule, is not to be taken to constitute agreement under sub-paragraph (1).

(5) As a condition of an agreement under sub-paragraph (1) that involves de-commissioned apparatus being left in situ the undertaker must accept a surrender of any existing easement or other interest of Cadent in such decommissioned apparatus and release Cadent from all liabilities in respect of such de-commissioned apparatus from the date of such surrender.

(6) Where an undertaker acquires land which is subject to any Cadent right or interest (including, without limitation, easements and agreements relating to rights or other interests) and the provisions of paragraph 36 do not apply, the undertaker must, unless Cadent agrees otherwise—

(a) retain any notice of Cadent's easement, right or other interest on the title to the relevant land when registering the undertaker's title to such acquired land; and

(b) (where no such notice of Cadent's easement, right or other interest exists in relation to such acquired land or any such notice is registered only on the Land Charges Register) include (with its application to register title to the undertaker's interest in such acquired land at the Land Registry) a notice of Cadent's easement, right or other interest in relation to such acquired land.

Removal of apparatus

36.—(1) If, in the exercise of the powers conferred by this Order, including pursuant to any agreement reached in accordance with paragraph 35, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be decommissioned or removed and any right of Cadent to maintain that apparatus in that land must not be extinguished or interfered with until alternative apparatus has been constructed, is in operation, and the facilities and rights referred to in sub-paragraph (2) have been provided, to the reasonable satisfaction of Cadent and in accordance with sub-paragraphs (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to Cadent advance written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order Cadent reasonably needs to move or remove any of its apparatus) the undertaker must afford to Cadent to its satisfaction (taking into account paragraph 37(1)) the necessary facilities and rights—

(a) for the construction of alternative apparatus; and

(b) subsequently for the maintenance of that apparatus.

(3) If the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, Cadent must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to assist the undertaker in obtaining the necessary facilities and rights in the land in which the alternative apparatus is to be

constructed save that this obligation does not extend to the requirement for Cadent to use its compulsory purchase powers to this end unless it (in its absolute discretion) elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between Cadent and the undertaker.

(5) Cadent must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to Cadent of such facilities and rights as are referred to in sub-paragraph (2) or (3), then proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to decommission or remove any apparatus required by the undertaker to be decommissioned or removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

37.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for Cadent facilities and rights in land for the access to, construction and maintenance of alternative apparatus in substitution for apparatus to be decommissioned or removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Cadent and must be no less favourable on the whole to Cadent than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed unless otherwise agreed by Cadent.

(2) If the facilities and rights to be afforded by the undertaker and agreed with Cadent under sub-paragraph (1) in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to Cadent than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed, then the terms and conditions to which those facilities and rights are subject may be referred to arbitration in accordance with paragraph 44 of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to Cadent as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of Cadent

38.—(1) Not less than 56 days (or such time period as may be agreed in writing between Cadent and the undertaker) before the commencement of any specified works the undertaker must submit to Cadent a plan and, if reasonably required by Cadent, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to Cadent under sub-paragraph (1) must include a method statement which describes—

(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 specified works until Cadent has given written approval of the plan so submitted (and the ground monitoring scheme if required).

(4) Any approval of Cadent given under sub-paragraph (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (6); and

(b) must not be unreasonably withheld or delayed and Cadent must meaningfully engage with the undertaker within 28 days of the date of submission of the plan under sub-paragraph (1).

(5) For the purposes of sub-paragraph (4)(b) it will be deemed to be reasonable for any approval to be refused if Cadent considers that the specified works would;

(a) cause interference with or risk of damage to its apparatus; or

(b) prevent access to its apparatus at any time.

(6) In relation to any work to which sub-paragraph (1) or (2) applies, Cadent may require such modifications to be made to the plan as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(7) Specified works must only be executed in accordance with—

(a) the plan submitted under sub-paragraph (1) (and ground monitoring scheme if required), as approved or as amended from time to time by agreement between the undertaker and Cadent; and

(b) all conditions imposed under sub-paragraph (4)(a), and Cadent is entitled to watch and inspect the execution of those works.

(8) Where Cadent requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to Cadent's satisfaction prior to the commencement of any specified works (or any relevant part thereof) for which protective works are required.

(9) If Cadent, in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 30 to 32 and 35 to 37 apply as if the removal of the apparatus had been required by the undertaker under paragraph 36(2) and Cadent must give it 56 days' notice of such works from the date of submission of a plan pursuant to this paragraph (except in an emergency).

(10) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days unless otherwise agreed by Cadent in writing and the undertaker before commencing the execution of the specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(11) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development (including such an event attributable to its maintenance)—

(a) the undertaker must implement an appropriate ground mitigation scheme; and

(b) Cadent retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 39.

(12) The undertaker is not required to comply with sub-paragraph (1) where it needs to carry out emergency works but in that case it must give to Cadent notice as soon as is reasonably practicable and a plan of those works and must comply with the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances.

(13) In this paragraph, "emergency works" means works whose execution at the time when they are executed is required in order to put an end to, or to prevent the occurrence of, circumstances then existing or imminent (or which the person responsible for the works believes on reasonable grounds to be existing or imminent) which are likely to cause danger to persons or property.

Expenses

39.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to Cadent on demand, all charges, costs and expenses reasonably anticipated or reasonably incurred by Cadent in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be

required in consequence of the execution of any authorised development including without limitation—

(a) any costs reasonably incurred by or compensation properly paid by Cadent in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs (including professional fees) incurred by Cadent as a consequence of Cadent;

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 36(3) if it elects to do so; or

(ii) exercising any compulsory purchase powers under this Order transferred to or benefitting Cadent;

(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, 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;

(g) any watching brief pursuant to paragraph 38(7).

(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,

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 39 (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 the statutory undertaker in question by virtue of sub-paragraph (1) is to be reduced by the amount of that excess.

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

(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; 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.

(5) Where anticipated charges, costs or expenses have been paid by the undertaker pursuant to sub-paragraph (1), if the actual charges, costs or expenses incurred by Cadent are less than the amount already paid by the undertaker, Cadent will repay the difference to the undertaker as soon as reasonably practicable.

Indemnity

40.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part of this Schedule (including without limitation relocation, diversion, decommissioning, construction and maintenance of apparatus or alternative apparatus) or in consequence of the construction, use, maintenance or failure of any of the authorised development (including works carried out under article 16 (protective works to buildings) by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by the undertaker) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised development) or property of Cadent, or there is any interruption in any service provided, or in the supply of any goods, by Cadent, or Cadent becomes liable to pay any amount to any third party, the undertaker will—

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

(b) indemnify Cadent for any other expenses, loss, demands, proceedings, damages, claims, penalty, compensation or costs properly incurred by, paid by or recovered from Cadent, by reason or in consequence of any such damage or interruption or Cadent becoming liable to any third party as aforesaid other than arising from any negligence, omission or default of Cadent.

(2) The fact that any act or thing may have been done by Cadent on behalf of the undertaker or in accordance with a plan approved by Cadent or in accordance with any requirement of Cadent or under its supervision including under any watching brief will not (unless sub-paragraph (3) applies) excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless Cadent fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) imposes 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 Cadent, its officers, servants, contractors or agents; and

(b) any part of the authorised development or any other works authorised by this Part of this Schedule carried out by Cadent as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 (benefit of order granting development consent) of the 2008 Act or article 33 (consent to transfer the benefit of the Order) subject to the proviso that once such works become apparatus ("new apparatus"), any specified works yet to be executed and not falling within this paragraph (b) are subject to the full terms of this Part of this Schedule including this paragraph 40.

(4) Cadent must give the undertaker reasonable notice of any such third party claim or demand and no settlement, admission of liability or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering its representations.

(5) The undertaker must not commence construction (and must not permit the commencement of such construction) of the authorised development on any land owned by Cadent or in respect of which Cadent has an easement or wayleave for its apparatus or any other interest or to carry out any works within 15 metres in any direction of Cadent's apparatus until the following conditions are satisfied;

(a) unless and until Cadent 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 development referred to in sub-paragraph (5) from the proposed date of commencement of construction of such works to the completion of those works) and Cadent has confirmed the same to the undertaker in writing. The acceptable security is to be released upon completion of the works referred to in sub-paragraph ; and

(b) unless and until Cadent is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and provided evidence to Cadent that it shall maintain such acceptable insurance for the construction period of the authorised development referred to in sub-paragraph (5)) from the proposed date of commencement of construction of such works) and Cadent has confirmed the same in writing to the undertaker.

(6) In the event that the undertaker fails to comply with sub-paragraph (5), nothing in this Part of this Schedule shall prevent Cadent from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

Enactments and agreements

41. Except where this Part of this Schedule provides otherwise, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and Cadent in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

42.—(1) Where in consequence of the proposed construction of any part of the authorised development, the undertaker or Cadent requires the removal of apparatus under paragraph 36(2) or Cadent makes requirements for the protection or alteration of apparatus under paragraph 38, the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of Cadent's undertaking and Cadent must use its best endeavours to co-operate with the undertaker for that purpose.

(2) Whenever Cadent's consent, agreement or approval is required in relation to plans, documents or other information submitted by the undertaker or the taking of action by the undertaker, it must not be unreasonably withheld or delayed.

Access

43. If in consequence of any agreement reached in accordance with paragraph 35(1) or the powers granted by this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable Cadent to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

44. Any difference or dispute arising between the undertaker and Cadent under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and Cadent, be determined by arbitration in accordance with article 39 (arbitration).

Notices

45. Notwithstanding article 41 (service of notices) any plans submitted to Cadent by the undertaker pursuant to sub-paragraph 38(1) must be sent via email to Cadent Gas Limited Plant Protection at plantprotection@cadentgas.com as well as via post to Plant Protection, Cadent Gas Limited, Brick Kiln Street, Hinckley, Leicestershire, LE10 0NA, or such other address as Cadent may from time to time appoint instead for that purpose and notify to the undertaker in writing.

PART 5

FOR THE PROTECTION OF THE ENVIRONMENT AGENCY

46.—(1) The following provisions apply for the protection of the Agency unless otherwise agreed in writing between the undertaker and the Agency.

(2) In this Part of this Schedule—

"the Agency" means the Environment Agency;

"construction" includes execution, placing, altering, replacing, relaying and removal and excavation and "construct" and "constructed" must be construed accordingly;

"drainage work" means any main river and includes any land which provides flood storage capacity for any main river and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage or flood defence;

"the fishery" means any waters containing fish and fish in, or migrating to or from, such waters and the spawn, spawning ground, habitat or food of such fish;

"main river" means all watercourses shown as such on the statutory main river maps held by the Agency and the Department for Environment Food and Rural Affairs including any structure or appliance for controlling or regulating the flow of water in or out of such watercourses;

"plans" includes sections, drawings, specifications, calculations and method statements;

"specified work" means so much of any work or operation authorised by this Order as is in, on, under, over or within 8 metres of a drainage work or is otherwise likely to—

(a) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;

(b) affect the flow, purity or quality of water in any main river;

(c) cause obstruction to the free passage of fish or damage to any fishery;

(d) affect the conservation, distribution or use of water resources; or

(e) affect the conservation value of the main river and habitats in its immediate vicinity; and

"watercourse" includes all rivers, streams, ditches, drains, cuts, culverts, dykes, sluices, basins, sewers and passages through which water flows except a public sewer.

47. The provisions within this Part of this Schedule will not apply where a matter would fall within the remit of the Lead Local Flood Authority or the relevant internal drainage board under the Land Drainage Act 1991.

48.—(1) Before commencing construction any specified work, the undertaker must submit to the Agency for its approval plans of the specified work and such further particulars available to it as the Agency may within 28 days of the receipt of the plans reasonably request.

(2) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the Agency, or determined under paragraph 57.

(3) Any approval of the Agency required under this paragraph—

(a) must not be unreasonably withheld or delayed;

(b) in the case of a refusal must be accompanied by a statement of grounds of refusal;

(c) is deemed to have been refused if it is neither given nor refused within 2 months of the submission of the plans or receipt of further particulars if such particulars have been requested by the Agency for approval; and

(d) may be given subject to such reasonable requirements as the Agency may have for the protection of any drainage work or the fishery or for the protection of water resources, or for the prevention of flooding or pollution or in the discharge of its environmental duties.

(4) The Agency must use its reasonable endeavours to respond to the submission of any plans before the expiration of the period mentioned in sub-paragraph (3)(b).

49. Without limiting paragraph 47, the requirements which the Agency may have under that paragraph include conditions requiring the undertaker, at its own expense, to construct such protective works, whether temporary or permanent, before or during the construction of the specified works (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

(a) to safeguard any drainage work against damage; or

(b) to secure that its efficiency for flood defence purposes is not impaired and that the risk of flooding is not otherwise increased beyond the level of flood risk that was assessed in the environmental statement,

by reason of any specified work.

50.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the Agency under paragraph 49, must be constructed—

(a) without unreasonable delay in accordance with the plans approved under this Part of this Schedule; and

(b) to the reasonable satisfaction of the Agency,

and the Agency is entitled by its officer to watch and inspect the construction of such works.

(2) The undertaker must give to the Agency not less than 14 days' notice in writing of its intention to commence construction of any specified work and notice in writing of its completion not later than seven days after the date on which it is completed.

(3) If the Agency reasonably requires, the undertaker must construct all or part of the protective works so that they are in place prior to the construction of the specified work to which the protective works relate.

(4) If any part of a specified work or any protective work required by the Agency is constructed otherwise than in accordance with the requirements of this Part of this Schedule, the Agency may by notice in writing require the undertaker at the undertaker's own expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and the Agency in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to such extent and within such limits as the Agency reasonably requires.

(5) Subject to sub-paragraph (6) and paragraph 55, if, within a reasonable period, being not less than 28 days beginning with the date when a notice under sub-paragraph (4) is served upon the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the Agency may execute the works specified in the notice and any reasonable expenditure incurred by the Agency in so doing is recoverable from the undertaker.

(6) In the event of any dispute as to whether sub-paragraph (4) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the Agency must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (5) until the dispute has been finally determined in accordance with paragraph 57.

51.—(1) Subject to sub-paragraph (5) the undertaker must from the commencement of the construction of the specified works maintain in good repair and condition and free from obstruction any drainage work which is situated within the limits of deviation and on land held by the undertaker for the purposes of or in connection with the specified works, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any such drainage work which the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the Agency, the Agency may by notice in writing require the undertaker to repair and restore the drainage work, or any part of such work, or (if the undertaker so elects and the Agency in writing consents, such consent not to be unreasonably withheld or delayed), to remove the specified work and restore the site to its former condition, to such extent and within such limits as the Agency reasonably requires.

(3) Subject to sub-paragraph (4) and paragraph 55, if, within a reasonable period, being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the Agency may do what is necessary for such compliance and any reasonable expenditure incurred by the Agency in so doing will be recoverable from the undertaker.

(4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the Agency must not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined in accordance with paragraph 57.

(5) This paragraph does not apply to—

(a) drainage works which are vested in the Agency, or which the Agency or another person is liable to maintain and is not proscribed by the powers of the Order from doing so; or

(b) any obstruction of a drainage work for the purpose of a work or operation authorised by this Order and carried out in accordance with the provisions of this Part of this Schedule provided that any obstruction is removed as soon as reasonably practicable.

52. Subject to paragraph 55, if by reason of the construction of any specified work or of the failure of any such work, the efficiency of any drainage work for flood defence purposes is impaired, or that drainage work is otherwise damaged, such impairment or damage must be made good by the undertaker to the reasonable satisfaction of the Agency and if the undertaker fails to do so, the Agency may make good the impairment or damage and recover any expenditure incurred by the Agency in so doing from the undertaker.

53. If by reason of construction of the specified work the Agency's access to flood defences or equipment maintained for flood defence purposes is materially obstructed, the undertaker must provide such alternative means of access that will allow the Agency to maintain the flood defence or use the equipment no less effectively than was possible before the obstruction within 24 hours of the undertaker becoming aware of such obstruction.

54.—(1) The undertaker must take all such measures as may be reasonably practicable to prevent any interruption of the free passage of fish in the fishery during the construction of any specified work.

(2) If by reason of—

(a) the construction of any specified work; or

(b) the failure of any such work,

damage to the fishery is caused, or the Agency has reason to expect that such damage may be caused, the Agency may serve notice on the undertaker requiring it to take such steps as may be reasonably practicable to make good the damage, or, as the case may be, to protect the fishery against such damage.

(3) Subject to paragraph 55, if within such time as may be reasonably practicable for that purpose after the receipt of written notice from the Agency of any damage or expected damage to a fishery, the undertaker fails to take such steps as are described in sub-paragraph (2), the Agency may take those steps and any expenditure incurred by the Agency in so doing will be recoverable from the undertaker.

(4) Subject to paragraph 55, in any case where immediate action by the Agency is reasonably required in order to secure that the risk of damage to the fishery is avoided or reduced, the Agency may take such steps as are reasonable for the purpose, and may recover from the undertaker any expenditure incurred in so doing provided that notice specifying those steps is served on the undertaker as soon as reasonably practicable after the Agency has taken, or commenced to take, the steps specified in the notice.

55. The undertaker must make reasonable compensations for costs, charges and expenses which the Agency may incur—

(a) in the examination or approval of plans under this Part of this Schedule;

(b) in the inspection of the construction of the specified works or any protective works required by the Agency under this Part of this Schedule; and

(c) in the carrying out of any surveys or tests by the Agency which are reasonably required in connection with the construction of the specified works.

56.—(1) The undertaker must make reasonable compensation for costs and losses which may be reasonably incurred or suffered by the Agency by reason of—

(a) the construction of any specified work comprised within the authorised development; or

(b) any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged upon the construction of the authorised development.

(2) In sub-paragraph (1)—

"costs" includes—

(a) expenses and charges;

(b) staff costs and overheads; and

(c) legal costs; and

"losses" includes physical damage.

(3) The undertaker must make reasonable compensation for liabilities, claims and demands against the Agency arising out of or in connection with the authorised development or otherwise out of the matters referred to in sub-paragraphs (1)(a) and (1)(b).

(4) In sub-paragraph (3)—

"claims" and "demands" include as applicable—

(a) costs (within the meaning of sub-paragraph (2)) incurred in connection with any claim or demand; and

(b) any interest element of sums claimed or demanded; and

"liabilities" includes—

(a) contractual liabilities;

(b) tortious liabilities (including liabilities for negligence or nuisance);

(c) liabilities to pay statutory compensation or for breach of statutory duty; and

(d) liabilities to pay statutory penalties imposed on the basis of strict liability (but does not include liabilities to pay other statutory penalties).

(5) The Agency must give to the undertaker reasonable notice of any such claim or demand.

(6) The Agency must not compromise or settle any such claim or make any admission which might be prejudicial to the claim without the agreement of the undertaker which agreement must not be unreasonably withheld or delayed.

(7) The Agency must, at all times take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss.

(8) The Agency must, at the request of the undertaker, afford all reasonable assistance for the purpose of contesting any such claim or action, and is entitled to be repaid its reasonable expenses reasonably incurred in so doing.

(9) The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved by the Agency, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from any liability under the provisions of this Part of this Schedule.

57. Any dispute arising between the undertaker and the Agency under this Part of this Schedule must, if the parties agree, be determined by arbitration under article 39 (arbitration), but will otherwise be determined by the Secretary of State for Environment, Food and Rural Affairs or its successor and the Secretary of State for Business, Energy and Industrial Strategy or its successor

acting jointly on a reference to them by the undertaker or the Agency, after notice in writing by one to the other.

PART 6

FOR THE PROECTION OF THE NATIONAL GRID AS ELECTRICITY AND GAS UNDERTAKER

Application

58. For the protection of National Grid as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and National Grid.

Interpretation

59. In this Part of this Schedule—

"1991 Act" means the New Roads and Street Works Act 1991;

"alternative apparatus" means appropriate alternative apparatus to the satisfaction of National Grid to enable National Grid to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means

(a) any electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by National Grid; and

(b) any mains, pipes or other apparatus belonging to or maintained by National Grid 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 National Grid 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 development" has the same meaning as in the article 2(1) (interpretation) of this Order and (unless otherwise specified) for the purposes of this Part of this Schedule includes the operation and maintenance of the authorised development and construction of any works authorised by this Schedule;

"commence" and "commencement" in this Part of this Schedule includes 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 National Grid (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, will require the undertaker to submit for National Grid'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" includes the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid including construct, use, repair, alter, inspect, renew or remove the apparatus;

"National Grid" means—

(a) National Grid Electricity Transmission Plc (company number 2366977) whose registered office is at 1-3 Strand, London, WC2N 5EH or any successor as a licence holder within the meaning of Part 1 of the Electricity Act 1989; and

(b) National Grid Gas plc (company number 02006000) whose registered office is at 1-3 Strand, London, WC2N 5EH or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986;

"plan" or "plans" include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

"undertaker" means the undertaker as defined in article 2(1) (interpretation) of this Order;

"specified works" means any of the authorised development or activities undertaken in association with the authorised development 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 64(3) 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 64(3) or otherwise; and/or

(c) includes any of the activities that are referred to in paragraph 8 of T/SP/SSW/22 (National Grid'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 and/or activity that is referred to in development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines".

On Street Apparatus

60. Except for paragraphs 61 (apparatus in stopped up streets), 66 (retained apparatus: protection of electricity undertaker) and 67 (retained apparatus: protection of gas undertaker), 68 (expenses) and 69 (indemnity) of this Part 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 National Grid, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Grid are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of National Grid in streets subject to temporary stopping up

61. Notwithstanding the temporary stopping up or diversion of any street under the powers of article 11 (temporary stopping up of streets and public rights of way), National Grid is at liberty at all times to take all necessary access across any such stopped up street and to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that street.

Protective works to buildings

62. The undertaker, in the case of the powers conferred by article 16 (protective works to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of National Grid and, if by reason of the exercise of those powers any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of National Grid or any interruption in the supply of electricity or gas by National Grid is caused, the undertaker must bear and pay on demand the cost reasonably incurred by National Grid in making good such damage or restoring the supply; and, subject to sub-paragraph (2), must—

(a) pay compensation to National Grid for any loss sustained by it; and

(b) National Grid the undertaker against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by that undertaker, by reason of any such damage or interruption.

(2) Nothing in this paragraph imposes any liability on the undertaker with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or default of National Grid or its contractors or site workers; and National Grid will give to the undertaker reasonable notice of any claim or demand as previously described and no settlement or compromise thereof will be made by National Grid, save in respect of any payment required under a statutory compensation scheme, without first consulting the undertaker and giving the undertaker an opportunity to make representations as to the claim or demand.

Acquisition of land

63.—(1) Regardless of any provision in this Order or anything shown on the land and Crown land plans or contained in the book of reference to the Order, the undertaker must not (a) appropriate, acquire or take temporary possession of any land interest or apparatus; or (b) appropriate, acquire, extinguish, interfere with or override any easement or other interest or right or apparatus of National Grid otherwise than by agreement (such agreement not to be unreasonably withheld).

(2) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised development (or in such other timeframe as may be agreed between National Grid and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of National Grid or affect the provisions of any enactment or agreement regulating the relations between National Grid and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as National Grid reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Grid and the undertaker acting reasonably and which must be no less favourable on the whole to National Grid unless otherwise agreed by National Grid, and it will be the responsibility of the undertaker to procure and/or secure the consent and entering 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 development.

(3) The undertaker and National Grid agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Grid and/or other enactments relied on by National Grid as of right or other use in relation to the apparatus, then the provisions in this Part of this Schedule will prevail.

(4) Any agreement or consent granted by National Grid under paragraph 66 or 67 or any other paragraph of this Part of this Schedule, will not be taken to constitute agreement under sub-paragraph (1).

Removal of apparatus

64.—(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 National Grid to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Grid in accordance with sub-paragraphs (2) to (5) inclusive.

(2) If, for the purpose of executing any works comprised in the authorised development in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to National Grid advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3) afford to National Grid to its reasonable satisfaction (taking into account paragraph 65(1) below) the necessary facilities and rights—

(a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and

(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, National Grid must, 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 save that this obligation does not extend to the requirement for National Grid 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 National Grid and the undertaker.

(5) National Grid must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the grant to National Grid of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

65.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for National Grid 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 and National Grid and must be no less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Grid.

(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 National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject the matter may be referred to arbitration in accordance with paragraph 73 (arbitration) of this Part of this Schedule and the arbitrator may make such provision for the payment of compensation by the undertaker to National Grid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of electricity undertaker

66.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to National Grid a plan of the works to be executed and seek from National Grid details of the underground extent of their electricity tower foundations.

(2) In relation to works which will or may be situated on, over, under or within (i) 15 metres measured in any direction of any apparatus, or (ii) involve embankment works within 15 metres of any apparatus, the plan to be submitted to National Grid 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;

(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;

(f) any intended maintenance regimes; and

(g) an assessment of risks of rise of earth issues.

(3) In relation to any works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an electricity tower or between any two or more electricity towers, the plan to be submitted under sub-paragraph (1) must, in addition to the matters set out in sub-paragraph (2), include a method statement describing—

(a) details of any cable trench design including route, dimensions, clearance to pylon foundations;

(b) demonstration that pylon foundations will not be affected prior to, during and post construction;

(c) details of load bearing capacities of trenches;

(d) details of any cable installation methodology including access arrangements, jointing bays and backfill methodology;

(e) a written management plan for high voltage hazard during construction and ongoing maintenance of any cable route;

(f) written details of the operations and maintenance regime for any cable, including frequency and method of access;

(g) assessment of earth rise potential if reasonably required by National Grid's engineers; and

(h) evidence that trench bearing capacity is to be designed to support overhead line construction traffic of at least 26 tonnes in weight.

(4) The undertaker must not commence any works to which sub-paragraph (1), (2) or (3) apply until National Grid has given written approval of the plan so submitted.

(5) Any approval of National Grid required under sub-paragraph (4)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (6) or (8); and,

(b) must not be unreasonably withheld or delayed.

(6) In relation to any work to which sub-paragraph (1), (2) or (3) apply, National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage, for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(7) Works executed under sub-paragraph (1), (2) or (3) must be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (6), as approved or as amended from time to time by agreement between the undertaker and National Grid and in

accordance with such reasonable requirements as may be made in accordance with sub-paragraph (6) or (8) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid will be entitled to watch and inspect the execution of those works.

(8) Where under sub-paragraph (6) National Grid 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 National Grid's satisfaction prior to the commencement of any authorised development (or any relevant part thereof) for which protective works are required and National Grid will give notice its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(9) If National Grid in accordance with sub-paragraph (6) or (8) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 58 to 60 and 63 to 65 apply as if the removal of the apparatus had been required by the undertaker under paragraph 64(3).

(10) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days 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.

(11) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraph (6), (7) or (8) insofar as is reasonably practicable in the circumstances and comply with sub-paragraph (12) at all times.

(12) At all times when carrying out any works authorised under the Order, the undertaker must comply with National Grid's policies for development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines".

Retained apparatus: protection of gas undertaker

67.—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to National Grid a plan and, if reasonably required by National Grid, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to National Grid 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 National Grid has given written approval of the plan so submitted.

(4) Any approval of National Grid 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) must not be unreasonably withheld.

(5) In relation to any work to which sub-paragraph (1), (2) or (3) apply, National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage 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), (2) or (3) must be executed in accordance with the plan, submitted under sub-paragraph (2) or as relevant sub-paragraph (5) as approved or as amended from time to time by agreement between the undertaker and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (5) or (7) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid will be entitled to watch and inspect the execution of those works.

(7) Where National Grid 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 National Grid's satisfaction prior to the commencement of any specified works for which protective works are required and National Grid must give notice of its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(8) If National Grid in accordance with sub-paragraph (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 58 to 60 and 63 to 65 apply as if the removal of the apparatus had been required by the undertaker under paragraph 64(3).

(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days 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 (2) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid notice as soon as is reasonably practicable and a plan of those works and must 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 works authorised under the Order the undertaker must comply with National Grid'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 will implement an appropriate ground mitigation scheme except that National Grid 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 68.

Expenses

68.—(1) Save where otherwise agreed in writing between National Grid and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to National Grid within 30 days of receipt of an invoice or claim from National Grid all charges, costs and expenses reasonably anticipated within the following three months or reasonably and properly incurred by National Grid in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised development as are referred to in this Part of this Schedule including without limitation—

(a) any costs reasonably incurred by or compensation properly paid by National Grid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Grid as a consequence of National Grid;

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 64(3); or

(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid;

(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 73 (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 National Grid by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(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 National Grid 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 National Grid 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.

Indemnity

69.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of this Schedule or in consequence of the construction, use maintenance or failure of any of the authorised development 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 without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised development) or property of National Grid, or there is any interruption in any service provided, or in the supply of any goods, by National Grid, or National Grid becomes liable to pay any amount to any third party, the undertaker will—

(a) bear and pay on demand the cost reasonably and properly incurred by National Grid in making good such damage or restoring the supply; and

(b) indemnify National Grid for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Grid, by reason or in consequence of any such damage or interruption or National Grid becoming liable to any third party as previously described other than arising from any default of National Grid.

(2) The fact that any act or thing may have been done by National Grid on behalf of the undertaker or in accordance with a plan approved by National Grid or in accordance with any requirement of National Grid as a consequence of the authorised development or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless National Grid fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) imposes 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 National Grid, its officers, servants, contractors or agents;

(b) any authorised development or any other works authorised by this Part of this Schedule carried out by National Grid as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 33 (consent to transfer the benefit of the Order) subject to the proviso that once such works become apparatus ("new apparatus"), any authorised development yet to be executed and not falling within this sub-section (b) will be subject to the full terms of this Part of this Schedule including this paragraph 69.

(4) National Grid must give the undertaker reasonable notice of any such third party claim or demand and no settlement, 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.

(5) National Grid must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

(6) National Grid must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands and penalties to which the indemnity under this paragraph 69 applies where it is within National Grid's reasonable gift and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of National Grid's control.

Enactments and agreements

70. Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between National Grid 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 National Grid in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

Co-operation

71.—(1) Where in consequence of the proposed construction of any part of the authorised development, the undertaker or National Grid requires the removal of apparatus under paragraph 64(2) or National Grid makes requirements for the protection or alteration of apparatus under paragraph 66 or 67, the undertaker will use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of National Grid's undertaking and National Grid will use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever National Grid'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.

Access

72. If in consequence of the agreement reached in accordance with paragraph 63(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 National Grid to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

73. Save for differences or disputes arising under paragraph 63(2), 63(4), 64(1), 65 and 66 any difference or dispute arising between the undertaker and National Grid under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Grid, be determined by arbitration in accordance with article 39 (arbitration).

Notices

74. Notwithstanding article 41 (service of notices), any plans submitted to National Grid by the undertaker pursuant to this Part of this Schedule must be sent to National Grid Plant Protection at plantprotection@nationalgrid.com or such other address as National Grid may from time to time appoint instead for that purpose and notify to the undertaker in writing.

PART 7

FOR THE PROTECTION OF UK POWER NETWORKS LIMITED AND EASTERN POWER NETWORKS PLC

75. For the protection of the utility undertakers referred to in this Part of this Schedule, the following provisions have effect, unless otherwise agreed in writing between the undertaker and the utility undertakers concerned.

76. In this Part of this Schedule—

"alternative apparatus" means alternative apparatus adequate to enable the utility undertaker in question to fulfil its statutory functions in a manner not less efficient than previously;

"apparatus" means electric lines or electrical plant (as defined in the Electricity Act 1989**(a)**), belonging to or maintained by that utility undertaker;

"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; and

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(**a**) 1989 c. 29.

"utility undertaker" means—

(a) UK Power Networks Limited, whose registered office is at Newington House, 237 Southwark Bridge Road, London, SE1 6NP;

(b) Eastern Power Networks plc, whose registered office is at Newington House, 237 Southwark Bridge Road, London, SE1 6NP,

for the area of the authorised development, and in relation to any apparatus, means the utility undertaker to whom it belongs or by whom it is maintained.

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

78. Regardless of the temporary prohibition or restriction of use of streets under the powers conferred by article 11 (temporary stopping up of streets and public rights of way), a utility undertaker is at liberty at all times to take all necessary access across any such street and to execute and do all such works and things in, upon or under any such street as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the prohibition or restriction was in that street.

79. Regardless of any provision in this Order or anything shown on the land and Crown land plans, the undertaker must not acquire any apparatus otherwise than with the prior written agreement of the utility undertaker.

80.—(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 the utility undertaker's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of a utility undertaker 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, to the reasonable satisfaction of the utility undertaker in question in accordance with sub-paragraphs (2) to (6).

(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 the utility undertaker in question 28 days' 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 a utility undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the utility undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker 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, the utility undertaker in question must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use reasonable endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of 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 the utility undertaker in question and the undertaker or in default of agreement settled by arbitration in accordance with article 39 (arbitration).

(5) The utility undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 39 (arbitration), and after the grant to the utility undertaker 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) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the utility undertaker in question that it desires itself to execute any work, or part of any work, in connection with the removal of apparatus or construction of alternative apparatus in any land controlled by the undertaker, that work, instead of being executed by the utility undertaker, must be executed by the undertaker if the undertaker is able to do so without unnecessary delay and only in accordance with plans and methodology approved by the utility undertaker, such approval may be subject to such reasonable conditions including but not limited to the undertaker entering into an assets protection agreement with the utility undertaker as the utility undertaker deems necessary. The undertaker must carry out the works under the superintendence subject to the undertaker paying and the undertaker must pay the proper and reasonable fees of the utility undertaker, if given, and to the reasonable satisfaction of the utility undertaker subject to the utility undertaker's reasonable specification.

81.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to a utility undertaker 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 the utility undertaker in question or in default of agreement settled by arbitration in accordance with article 39 (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 the utility undertaker in question 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 that utility undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

82.—(1) Not less than 28 days before starting the execution of any works in, on, over or under any land purchased, held, appropriated or used under this Order that are over, under or near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 80, the undertaker must submit to the utility undertaker in question 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 the utility undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the utility undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by a utility undertaker under sub-paragraph (2) must be made within a period of 28 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If a utility undertaker 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 75 to 81 apply as if the removal of the apparatus had been required by the undertaker under paragraph 80(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 28 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 the utility undertaker in question 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.

(7) The undertaker is not required to comply with sub-paragraph (1) in cases where for the purpose of constructing, operating, maintaining or decommissioning the authorised development the undertaker creates a footpath, footway or other means of access which is to be used for either vehicular or pedestrian access over or under any apparatus.

83.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to a utility undertaker the reasonable expenses incurred by that utility undertaker 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 80(2).

(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.

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

apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type,; 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 39 (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, the amount which apart from this sub-paragraph would be payable to the utility undertaker in question by virtue of sub-paragraph (1) is to be reduced by the amount of that excess.

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

(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 80(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.

(5) An amount which apart from this sub-paragraph would be payable to a utility undertaker in respect of works by virtue of sub-paragraph (1) if the works include the placing of apparatus provided in substitution for apparatus placed more than seven years and six months earlier so as to confer on the utility undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

84.—(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 paragraph 80(2), 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 a utility undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any utility undertaker, the undertaker must—

(a) bear and pay the cost reasonably incurred by that utility undertaker in making good such damage or restoring the supply; and

(b) make reasonable compensation to that utility undertaker for any other expenses, loss, damages, penalty or costs incurred by the utility undertaker,

by reason or in consequence of any such damage or interruption.

(2) Nothing in paragraph 80(2) 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 a utility undertaker, its officers, servants, contractors or agents.

(3) A utility undertaker 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.

85. Where in consequence of the proposed construction of any of the authorised development, the undertaker or a utility undertaker requires the removal of apparatus under paragraph 80(2) or a utility undertaker makes requirements for the protection or alteration of apparatus under paragraph 81, the undertaker must use reasonable endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of the utility undertaker's undertaking and each utility undertaker must use its reasonable endeavours to co-operate with the undertaker for that purpose.

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

87. Any difference under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and the utility undertaker, be determined by arbitration in accordance with article 39 (arbitration).

PART 8

FOR THE PROTECTION OF DRAINAGE AUTHORITIES

88. The provisions of this Part of this Schedule have effect for the protection of the drainage authority unless otherwise agreed in writing between the undertaker and the drainage authority.

89. In this Part of this Schedule—

"authorised development" has the same meaning as in article 2(1) (interpretation) of this Order and (unless otherwise specified) for the purposes of this Part of this Schedule includes the operation and maintenance of the authorised development and the construction of any works authorised by this Part of this Schedule;

"construction" includes execution, placing, altering, replacing, relaying and removal, and "construct" and "constructed" must be construed accordingly;

"drainage authority" means in relation to an ordinary watercourse—

(a) the drainage board concerned within the meaning of section 23 (prohibition on obstructions etc. in watercourses) of the Land Drainage Act 1991; or

(b) in the case of any area for which there is no such drainage board, the lead local flood authority within the meaning of section 6 (other definitions) of the Flood and Water Management Act 2010;

"drainage work" means any ordinary watercourse and includes any bank, wall, embankment or other structure, or any appliance, constructed for land drainage or flood defence which is the responsibility of the drainage authority;

"ordinary watercourse" has the meaning given by section 72 (interpretation) of the Land Drainage Act 1991;

"plans" includes sections, drawings, specifications and method statements;

"specified work" means so much of the authorised development as is in, on, under, over or within 8 metres of a drainage work or is otherwise likely to affect the flow of water in any watercourse.

90.—(1) Before commencing construction of a specified work, the undertaker must submit to the drainage authority plans of the specified work and such further particulars available to it as the drainage authority may reasonably require within 14 days of the submission of the plans.

(2) A specified work must not be constructed except in accordance with such plans as may be approved in writing by the drainage authority or determined under paragraph 96.

(3) Any approval of the drainage authority required under this paragraph—

(a) must not be unreasonably withheld or delayed;

(b) is deemed to have been given if it is neither given nor refused within 28 days of the submission of the plans for approval, or submission of further particulars (where required by the drainage authority under sub-paragraph (1)) whichever is the later; and

(c) may be given subject to such reasonable requirements as the drainage authority may make for the protection of any drainage work taking into account the terms of this Order.

(4) Any refusal under this paragraph must be accompanied by a statement of the reasons for refusal.

91. Without limiting the scope of paragraph 90, the requirements which the drainage authority may make under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, whether temporary or permanent, during the construction of the specified work (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary taking account of the terms of this Order—

(a) to safeguard any drainage work against damage by reason of any specified work; or

(b) to secure that the efficiency of any drainage work for flood defence and land drainage purposes is not impaired, and that the risk of flooding is not otherwise increased beyond the level of flood risk that was assessed in the environmental statement, by reason of any specified work.

92.—(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the drainage authority under paragraph 91, must be constructed—

(a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part of this Schedule; and

(b) to the reasonable satisfaction of the drainage authority,

and an officer of the drainage authority is entitled to watch and inspect the construction of such works.

(2) The undertaker must give to the drainage authority—

(a) not less than 14 days' notice in writing of its intention to commence construction of any specified work; and

(b) notice in writing of its completion not later than seven days after the date on which it is brought into use.

93. If by reason of the construction of a specified work or of the failure of any a specified work the efficiency of any drainage work for flood defence purposes or land drainage is impaired, or that drainage work is otherwise damaged, the impairment or damage must be made good by the undertaker as soon as reasonably practicable to the reasonable satisfaction of the drainage authority and, if the undertaker fails to do so, the drainage authority may make good the impairment or damage and recover from the undertaker the expense reasonably incurred by it in doing so.

94. The undertaker must make reasonable compensation for costs, charges and expenses which the drainage authority may reasonably incur—

(a) in the examination or approval of plans under this Part of this Schedule;

(b) in inspecting the construction of the specified work or any protective works required by the drainage authority under this Part of this Schedule; and

(c) in carrying out any surveys or tests by the drainage authority which are reasonably required in connection with the construction of the specified work.

95.—(1) The undertaker must make reasonable compensation for liabilities, costs and losses which may be reasonably incurred or suffered by reason of—

(a) the construction of any specified works comprised within the authorised development; or

(b) any act or omission of the undertaker, its employees, contractors or agents or others while engaged upon the construction of the authorised development.

(2) The drainage authority must give to the undertaker reasonable notice of any such claim or demand.

(3) The undertaker may at its own expense conduct all negotiations for the settlement of the same and any litigation that may arise therefrom.

(4) The drainage authority must not compromise or settle any such claim or make any admission which might be prejudicial to the claim without the agreement of the undertaker which agreement must not be unreasonably withheld or delayed.

(5) The drainage authority will, having regard to its statutory functions, at all times take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss.

(6) The drainage authority will, at the request of the undertaker and having regard to its statutory functions, afford all reasonable assistance for the purpose of contesting any such claim or action, and is entitled to be repaid its reasonable expenses reasonably incurred in so doing.

(7) The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved or deemed to be approved by the drainage authority, or to its satisfaction, or in accordance with any directions or award of an arbitrator, does not relieve the undertaker from any liability under this Part of this Schedule.

(8) Nothing in subparagraph 95(1) imposes any liability on the undertaker with respect to any damage to the extent that it is attributable to the act, neglect or default of the drainage authority or the breach of a statutory duty of the drainage authority, its officers, servants, contractors or agents.

96. Any dispute arising between the undertaker and the drainage authority under this Part of this Schedule, if the parties agree, is to be determined by arbitration under article 39 (arbitration).

PART 9

FOR THE PROTECTION OF NATIONAL HIGHWAYS

Application

97.—(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) Nothing in this Order affects or prejudices the operation of the powers and duties of National Highways or the Secretary of State under the Highways Act 1980, the Road Traffic Regulation Act 1984, the New Roads and Street Works Act 1991, the Transport Act 2000, or Town and Country Planning (General Permitted Development) (England) Order 2015.

Interpretation

98.—(1) Where the terms defined in article 2 (interpretation) of this Order are inconsistent with sub-paragraph (2) below the latter prevail.

(2) In this Schedule—

"administration fee" means the fee payable pursuant to the provisions of this Part of this Schedule that represent the internal costs of National Highways in administering the

implementation of the specified work and charged as a flat fee based on the value of the specified works only;

"as built information" means one digital copy of the following information—

(a) as constructed drawings in both PDF and Auto CAD DWG formats for anything designed by the undertaker; in compliance with GG184 (Specification for the use of Computer Aided Design) or any successor document;

(b) list of suppliers and materials used and test results and (where in the opinion of National Highways, following due diligence and assessment while acting reasonably, the carrying out of a specified work may have a materially adverse effect on any part of the highways drainage system maintained by National Highways) CCTV surveys;

(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) method 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;

(i) test results and records as required by the detailed design information and during construction phase of the project;

(j) the health and safety file to include the geotechnical feedback report required under CD622; and

(k) other such 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,

provided that the items referred to in sub-paragraphs (c) and (g) above will only be required to be submitted if the relevant specified work would require any of the works of a description referred to in article 13(1)(a) to (d) (agreements with street authorities) of this Order to be carried out in relation to any highway for which National Highways is the highways authority;

"condition survey" means a survey of the condition of National Highways structures and assets (including, but not limited to pavements, lighting, soft estates, signals, barriers, drainage and cabling) within the Order limits that in the reasonable opinion of National Highways may be affected by a specified work, and further to include, where the undertaker, following due diligence and assessment, identifies a specified part of the highways drainage system maintained by National Highways that National Highways reasonably considers may be materially and adversely affected by a specified work. A CCTV survey of specified drains will only form part of a condition survey where the authority, following due diligence and assessment, identifies a specified part of the highways drainage system maintained by National Highways that National Highways reasonably considers may be materially and adversely affected by a specified work;

"contractor" means any contractor or sub-contractor appointed by the undertaker to carry out a specified work;

"detailed design information" means drawings specifications and calculations as appropriate for the following—

(a) regime of California Bearing Ratio testing;

(b) earthworks including supporting geotechnical assessments required by CD622 (Managing geotechnical risk) of the DMRB or any successor document and any required strengthened earthworks appraisal form certification;

(c) proposed departures from DMRB standards;

(d) utilities diversions;

(e) topographical survey;

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

(g) other such information that may be reasonably required by National Highways to inform the detailed design of a specified work.

"DMRB" means the Design Manual for Roads and Bridges or any replacement, revision or modification of it;

"the framework contract" means the contract between National Highways and the highway operations and maintenance contractor for the maintenance and operation of parts of the trunk road which are within the Order limits or any successor or replacement contract that may be current at the relevant time;

"the highway operations and maintenance contractor" means the contractor appointed by National Highways under the framework contract;

"highways structure" means structures or installations within the scope of the DMRB and that are situated under, over or adjacent to a motorway or other trunk road;

"initial deposit" means the sum calculated by National Highways (acting reasonably) payable to National Highways to cover all initial stages of work until such time as the cost of the specified work and the NH costs payable under paragraph 102 of this Part can be estimated;

"nominated persons" means the undertaker's representatives or the contractor's representatives on site during the carrying out of a specified work as notified to National Highways from time to time;

"programme of works" means a document setting out the sequence and timetabling of a specified work;

"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;

"specified work" means so much of any work authorised by this Order, including any maintenance of that work, as is in or under the trunk road and in particular means the crossing under the A11 north of junction 38 as shown in the indicative location on sheet 10 of the work plans; and

"trunk road" for the purpose of these protective provisions means any highway for which National Highways is the highway authority.

General

99.—(1) Notwithstanding the limits of deviation permitted pursuant to article 3(2) of this Order, no works in carrying out, maintaining or diverting the authorised development may be carried out under the trunk road at a distance within 4 metres of the lowest point of the ground.

(2) Notwithstanding the powers granted to the undertaker pursuant to this Order, if the carrying out of any specified work would require any works to be carried out in relation to the trunk road, excluding the works authorised in relation to the A11 specified in Schedule 4 (cable works beneath the width of the highway), and Schedule 5 Part 2 (temporary alteration of layout), the undertaker must enter into an agreement with National Highways prior to the commencement of any such work.

Prior Approvals

100.—(1) No specified work may commence until—

(a) the programme of works has been approved by National Highways;

(b) the following details relating to the specified work have been submitted to and approved by National Highways—

(i) the detailed design information;

(ii) details of any proposed road space bookings with National Highways;

(iii) (if details have been supplied pursuant to sub-paragraph (ii) above) a scheme of traffic management; and

(iv) the identity of the contractor and nominated persons,

(c) if the carrying out of a specified work requires the booking of any road space with National Highways and a scheme of traffic management and a process for stakeholder liaison 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;

(d) any stakeholder liaison that may be required has taken place in accordance with the process for such liaison agreed between the undertaker and National Highways under sub-paragraph (c) above;

(e) any further information that National Highways may reasonably request within 14 days of the submission of the detailed design of a specified work has been supplied to National Highways; and

(f) a condition survey, and a reasonable regime of monitoring the structures, assets and pavements that are the subject of the condition survey, has been submitted to and approved by National Highways.

(2) National Highways must provide the undertaker with a list, which is to be agreed between the parties acting reasonably, of all the structures, assets and pavements to be subject to both a condition survey and reasonable regime of monitoring pursuant to sub-paragraph (1)(f) and paragraph 103(1) of this Part of this Schedule before the first condition survey is conducted and the reasonable regime of monitoring is implemented.

(3) National Highways must prior to the commencement of a specified work inform the undertaker of the identity of the person who will act as a point of contact on behalf of National Highways to consider the information required under sub-paragraph (1) and of the identity of the person or persons who are authorised to give consent or approval on behalf of National Highways for any matter requiring approval or consent in these provisions.

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

(a) must not be unreasonably withheld or delayed;

(b) in the case of a refusal must be accompanied by a statement of grounds for refusal;

(c) is deemed to have been refused if it is neither given or refused within 56 days of the submission of the relevant information (if further information is requested by National Highways any such request must be submitted to the undertaker within 28 days of submission of the relevant information under this sub-paragraph (c) and the provision of such further information by the undertaker will not be deemed to constitute a new application for approval pursuant to this paragraph); and

(d) may be given subject to any reasonable conditions as National Highways considers necessary.

(5) Except where an approval has been provided under sub-paragraph (1), the undertaker must not exercise—

(a) article 5 (power to maintain authorised development);

(b) article 14 (discharge of water);

(c) article 16 (protective works to buildings);

(d) article 17 (authority to survey and investigate the land);

(e) article 27 (temporary use of land for constructing the authorised development);

(f) article 28 (temporary use of land for maintaining the authorised development); or

(g) article 36 (felling or lopping trees)

of this Order over any part of the trunk road 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.

Construction of the specified work

101.—(1) The undertaker must, prior to commencement of a specified work, give to National Highways 28 days' notice in writing of the date on which the specified work will start unless otherwise agreed by National Highways.

(2) If the carrying out of any part of the authorised development requires the booking of road space with National Highways, the undertaker must comply with National Highway's road space booking procedures prior to and during the carrying out of the specified work and no specified work for which a road space booking with National Highways is required will commence without a road space booking having first been secured from National Highways.

(3) Any specified work must be carried out to the reasonable satisfaction of National Highways (acting reasonably) in accordance with—

(a) the relevant detailed design information and programme of works approved pursuant to paragraph 100(1) above or as subsequently varied by agreement between the undertaker and National Highways;

(b) where relevant, the DMRB, the Specification for Highway Works (contained within the Manual of Contract Documents for Highways Works) together with all other relevant standards as required by National Highways to include, inter alia, all relevant interim advice notes and any amendment to or replacement thereof for the time being in force save to the extent that any departures or exceptions from those standards apply which have been approved by National Highways; and

(c) any reasonable conditions of National Highways notified by National Highways to the undertaker pursuant to paragraph 100(4)(d) of this Part of this Schedule.

(4) The undertaker must ensure that (where possible) without entering the highway—

(a) the highway is kept free from mud, soil and litter as a result of the carrying out of a specified work; and

(b) the specified work is carried out without disturbance to the highway and so that the highway remains open for traffic at all times unless otherwise agreed with 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 a specified work for the purposes of inspection and supervision of a specified work or method of construction of such work.

(6) If any specified work 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 highway, any highway structure or asset or any other land of National Highways,

National Highways may by notice in writing require the undertaker, at the undertaker's own expense, to comply with the requirements of this Part of this Schedule or put right any damage notified to the undertaker under this Part of this Schedule.

(7) If within 56 days of the date on which a notice under sub-paragraph (6) is served on the undertaker, the undertaker has failed to take steps to comply with the notice, National Highways may carry out the steps required of the undertaker and may recover from the undertaker any expenditure reasonably incurred by National Highways in so doing, such sum to be payable within 30 days of demand. Where the steps required to be taken pursuant to any notice require the submission of any information for the prior approval of National Highways under paragraph 100 of this Part of this Schedule, the submission of that information will evidence that the undertaker has taken steps to comply with a notice served by National Highways under sub-paragraph (6).

(8) National Highways may, at its discretion, in its notice in writing to the undertaker given pursuant to sub-paragraph (6) state that National Highways intend to put right the damage notified to the undertaker, and if it intends to do so it shall give the undertaker not less than 28 days' notice of its intention to do so and National Highways may recover from the undertaker any reasonable expenditure incurred by National Highways in doing so.

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

Payments

102.—(1) The undertaker must pay to National Highways a sum equal to the whole of any costs and expenses which National Highways reasonably incurs (including costs and expenses for using internal or external staff) in relation to any specified work and in relation to any approvals sought under this Order including—

(a) the checking and approval of the information required under paragraph 100(1);

(b) the supervision of a specified work;

(c) contractual costs properly payable to the highway operations and maintenance contractor as a consequence of any specified work, including costs incurred by the highway operations and maintenance contractor in carrying out the tasks referred to in sub-paragraphs (a) and (b) of this paragraph, in which case National Highways will be responsible for the payment of any sums received from the undertaker under this paragraph to the highway operations and maintenance contractor; and

(d) the administration fee and legal costs, reasonably and properly incurred;

(e) any value added tax which is payable by National Highways only in respect of such costs and expenses arising under this sub-paragraph 102(1) and for which it cannot obtain reinstatement from HM Revenue and Customs,

sub-paragraphs (a) to (e) 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 notify the undertaker of the amount required for the Initial Deposit as soon as reasonably practicable and the undertaker must pay an amount equal to that sum within 28 days of receipt of the notification.

(4) National Highways must provide the undertaker with a fully itemised invoice showing its estimate of the NH costs including its estimate of the administration fee prior to the commencement of a specified work and the undertaker must pay to National Highways the estimate of the NH costs prior to commencing the specified work and in any event prior to National Highways incurring any cost.

(5) If at any time after the payment referred to in sub-paragraph (4) or (4) has become payable, National Highways reasonably believes that the NH costs will exceed the relevant sum notified to the undertaker it may give notice to the undertaker of the amount that it believes the NH costs will exceed the relevant sum (excess) and the undertaker must pay to National Highways within 28 days of the date of the notice a sum equal to the excess.

(6) National Highways must give the undertaker a final account of the NH costs referred to in sub-paragraph (1), as a fully itemised invoice, within 30 days of the undertaker notifying to National Highways that a specified work has been completed.

(7) Within 30 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; or

(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.

(8) 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 1% above the rate payable in respect of compensation under Section 32 of the 1961 Act 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.

Completion of a specified work

103.—(1) Within 56 days of the completion of a specified work, the undertaker must arrange for the highway structures, assets and pavements that were the subject of the condition survey carried out in respect of the specified work to be re-surveyed and must submit the re-survey to National Highways for its approval.

(2) If the re-survey carried out pursuant to sub-paragraph (1) indicates that any damage has been caused to any highways structure or pavement, the undertaker must submit a scheme for remedial works in writing to National Highways for its approval in writing, which must not be unreasonably withheld or delayed, and must carry out the remedial works at its own cost and in accordance with the scheme submitted.

(3) 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 from the undertaker any expenditure reasonably incurred by National Highways in so doing, such sum to be payable within 30 days of demand.

(4) National Highways may, at its discretion, at the same time as giving its approval to the condition survey, give notice in writing to the undertaker stating that National Highways will remedy the damage identified by the condition survey and National Highways may recover from the undertaker any reasonable expenditure incurred by National Highways in so doing.

(5) Within 10 weeks of the completion of a specified work, the undertaker must submit to National Highways the as built information, both in hard copy and electronic form.

(6) The undertaker must make available to National Highways upon reasonable 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.

Indemnification

104.—(1) Subject to sub-paragraph (2), the undertaker must indemnify National Highways from and against all costs, expenses, damages, losses and liabilities suffered by National Highways arising from or in connection with any claim, demand, action or proceedings resulting from damage caused by the construction, maintenance or use of the specified works.

(2) Sub-paragraph (1) does not apply if the costs expenses liabilities and damages were caused by or arose out of the neglect or default of National Highways or its officers, servants, agents or contractors or any person or body for whom it is responsible.

(3) If any person makes a claim or notifies an intention to make a claim against National Highways which may reasonably be considered likely to give rise to a liability under this paragraph then National Highways must—

(a) as soon as reasonably practicable give the undertaker reasonable notice of any such third party claim or demand, specifying the nature of the indemnity liability in reasonable detail; and

(b) not make any admission of liability, agreement or compromise in relation to the indemnity liability without first consulting the undertaker and considering their representations.

(4) The undertaker acknowledges that National Highways may receive statutory compensation claims and that National Highways may not be able to comply with sub-paragraph (3) above in respect of such claims.

(5) Where National Highways considers that sub-paragraph (4) applies to any claim or demand it must give notice of that view as part of the relevant notice provided pursuant to sub-paragraph (3)(a) above.

(6) National Highways must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands and penalties to which the indemnity under this paragraph applies where it is within National Highway's reasonable gift and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of National Highway's control. If reasonably requested to do so by the undertaker, National Highways must provide an explanation of how any claim has been mitigated or minimised or where mitigation or minimisation is not possible an explanation as to why.

Arbitration

105. Any difference or dispute arising between the undertaker and National Highways under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Highways, be determined by arbitration in accordance with article 39 (arbitration).

PART 10

FOR THE PROTECTION OF RAILWAY INTERESTS

106. The following provisions of this Part have effect, unless otherwise agreed in writing between the undertaker and Network Rail and, in the case of paragraph 120, any other person on whom rights or obligations are conferred by that paragraph.

107. In this Part of this Schedule—

"construction" includes execution, placing, alteration and reconstruction and "construct" and "constructed" have corresponding meanings;

"the engineer" means an engineer appointed by Network Rail for the purposes of this Order;

"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 his powers under section 8 of the Railways Act l993(**a**);

"Network Rail" means Network Rail Infrastructure Limited (company number 0204587, whose registered office is at 1 Eversholt Street, London, NW1 2DN) 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(**b**) 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;

"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;

"undertaker" means the undertaker as defined in article 2 (interpretation) of this Order;

(**a**) 1993 c. 43.
(**b**) 2006 c. 46.

"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 Infrastructure Limited and—

(a) any station, land, works, apparatus and equipment belonging to Network Rail Infrastructure Limited or connected with any such railway; and

(b) any easement or other property interest held or used by Network Rail Infrastructure Limited for the purposes of such railway or works, apparatus or equipment; and

"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.

108.—(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 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.

109.—(1) The undertaker must not exercise the powers conferred by—

(a) article 14 (discharge of water);

(b) article 17 (authority to survey and investigate the land);

(c) article 18 (compulsory acquisition of land);

(d) article 20 (compulsory acquisition of rights);

(e) article 23 (acquisition of subsoil only);

(f) article 24 (power to override easements and other rights);

(g) article 27 (temporary use of land for constructing the authorised development);

(h) article 28 (temporary use of land for maintaining the authorised development);

(i) article 29 (statutory undertakers);

(j) article 36 (felling or lopping of trees and removal of hedgerows);

(k) article 37 (trees subject to tree preservation orders);

(l) or the powers conferred by section 11(3) of the 1965 Act,

in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.

(2) 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.

(3) The undertaker must not exercise the powers conferred by sections 271 or 272 of the 1990 Act, or article 29 (statutory undertakers), 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.

(4) The undertaker must not under the powers of this Order acquire or use or acquire new rights over any railway property except with the consent of Network Rail.

(5) 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.

110.—(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.

(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 days beginning with the date on which such plans have been supplied to Network Rail the engineer has not intimated disapproval of those plans and the grounds of disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a further period of 28 days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 28 days the engineer has not intimated approval or disapproval, the engineer will be 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 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) When signifying approval of the plans the engineer may specify any protective works (whether temporary or permanent) which in the engineer's opinion 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 works), 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 without unnecessary delay 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 the engineer's reasonable satisfaction.

111.—(1) Any specified work and any protective works to be constructed by virtue of paragraph 110(4) must, when commenced, be constructed—

(a) Without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 110;

(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 railway property; and

(d) so far as is reasonably practicable, so as not to interfere with or obstruct the free,

(e) uninterrupted and safe use of any railway of Network Rail or the traffic on it 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 loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Nothing in this Part of this Schedule 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.

112. 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 reasonably required with regard to a specified work or the method of constructing it.

113. 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 of this Schedule 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.

114.—(1) If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction 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 reasonable notice of its intention to carry out such alterations or additions (which must be specified in the notice), 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 110(3), pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may suffer 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 115(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.

115. 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 110(3) or in constructing any protective works under the provisions of paragraph 110(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, watchkeepers 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 works resulting from any speed restrictions which may in the opinion of the engineer, require to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution of 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.

116.—(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.

(2) This paragraph 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 110(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 must continue to consult with Network Rail (both before and after formal submission of plans under paragraph 110(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 by modifications to Network Rail's apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail's apparatus, but the means of prevention and the method of their execution must be selected in the reasonable discretion of Network Rail, and in relation to such modifications paragraph 110(1) has effect subject to this sub-paragraph.

(6) If at any time prior to the 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 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;

(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 111.

(9) To the extent that it would not otherwise do so, the indemnity in paragraph 120(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 115(a) any modifications to Network Rail's apparatus under this paragraph will be deemed to be protective works referred to in that paragraph.

117. 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.

118. 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.

119. 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.

120.—(1) The undertaker must pay to Network Rail all reasonable costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule which may be occasioned to or reasonably incurred by Network Rail—

(a) by reason of the construction or maintenance of a specified work or the failure thereof; 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 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 will 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 give the undertaker reasonable written notice of any such claim or demand and no settlement or compromise of such a claim or demand will be made without the prior consent of the undertaker.

(3) The sums payable by the undertaker under sub-paragraph (1) will if relevant include a sum equivalent to the relevant costs.

(4) Subject to the terms of any agreement between Network Rail and a train operator regarding the 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.

(5) 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).

(6) In this paragraph—

"the relevant costs" means the costs, direct losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of 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 (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.

121. 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 Schedule (including the amount of the relevant costs mentioned in paragraph 120) 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).

122. In the assessment of any sums payable to Network Rail under this Part of this Schedule there must not be taken 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 of this Schedule or increasing the sums so payable.

123. 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 and land and Crown land plans 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.

124. Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part I of the Railways Act 1993.

125. 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 33 (consent to transfer the benefit of the Order) of this Order and any such notice must be given no later than 28 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.

126. 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 38 (certification of plans and documents, etc.) are certified by the Secretary of State, provide a set of those plans to Network Rail in electronic format.

PART 11

FOR THE PROTECTION OF EAST OF ENGLAND AMBULANCE SERVICE NHS TRUST

Application

127. For the protection of East of England Ambulance Service NHS Trust as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and East of England Ambulance Service NHS Trust.

Site familiarisation

128.—(1) The undertaker must, prior to the date of final commissioning, use reasonable endeavours to facilitate a site familiarisation exercise in connection with the authorised development for the East of England Ambulance Service NHS Trust for the purpose of mitigating the potential impacts or risks associated with the authorised development.

(2) Save where otherwise agreed in writing between East of England Ambulance Service NHS Trust and the undertaker, the undertaker must pay to East of England Ambulance Service NHS Trust the costs and expenses reasonably and properly incurred by East of England Ambulance Service NHS Trust in, or in connection with, its attendance at the site familiarisation exercise facilitated by the undertaker pursuant to sub-paragraph (1).

Arbitration

129. Any difference or dispute arising between the undertaker and East of England Ambulance Service NHS Trust under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and East of England Ambulance Service NHS Trust, be determined by arbitration in accordance with article 39 (arbitration).

SCHEDULE 13

Article 42

PROCEDURE FOR DISCHARGE

Interpretation

1. In this Schedule—

"appeal documentation" means a written statement of appeal which describes the nature of the differences between the parties, the factual issues, the undertaker's case and evidence relied on;

"business day" means a day other than a Saturday or Sunday which is not Christmas Day, Good Friday or a bank holiday under section 1 of the Banking and Financial Dealings Act 1971(**a**);

"relevant authority" means any person, authority or body named in any of the provisions of this Order and whose consent, agreement or approval is sought; and

"requirement consultee" means any body or authority named in a requirement as a body to be consulted by the relevant planning authority in discharging that requirement.

Applications made under provisions of this Order

2.—(1) Where an application has been made to the relevant authority for any consent, agreement or approval required or contemplated by any of the provisions of this Order (including consent, agreement or approval in respect of part of a requirement) the relevant authority must give notice to the undertaker of their decision on the application within—

(a) in respect of all provisions (including the requirements in Schedule 2 (requirements)) a period of 56 days beginning with the day immediately following that on which the application is received by the relevant authority;

(b) where further information is requested under paragraph 3 of this Schedule (further information and consultation), a period of 56 days beginning with the day immediately following that on which further information has been supplied by the undertaker; or

(c) such period that is longer than the periods in sub-paragraphs (a) or (b) as may be agreed in writing by the undertaker and the relevant authority before the end of such period.

(2) In determining any application made to the relevant authority for any consent, agreement or approval required or contemplated by any of the provisions of this Order (including consent, agreement or approval in respect of part of a requirement), the relevant authority may—

(a) give or refuse its consent, agreement or approval; or

(b) give its consent, agreement or approval subject to reasonable conditions,

and where consent, agreement or approval is refused or granted subject to reasonable conditions the relevant authority must provide its reasons for that decision within the notice of the decision.

(3) Subject to sub-paragraph (4), in the event that the relevant authority does not determine an application within the period set out in sub-paragraph (1), the relevant authority is to be taken to have granted all parts of the application (without any condition or qualification) at the end of that period.

(4) Where an application has been made to the relevant authority for any consent, agreement or approval required by a requirement included in this Order, and—

(a) the relevant authority does not determine the application within the period set out in sub-paragraph (1) and such application is accompanied by a report which states that the

(**a**) 1971 c. 80.

subject matter of such application is likely to give rise to any materially new or materially different environmental effects compared to those in the environmental statement; or

(b) the relevant authority determines during the period set out in sub-paragraph (1) that it considers that the subject matter of such application will give rise to any materially new or materially different environmental effects compared to those in the environmental statement.

then the application is to be taken to have been refused by the relevant authority at the end of that period.

(5) The undertaker must include in any application made to the relevant authority for any consent, agreement or approval required or contemplated by any of the provisions of this Order a statement that the provisions of sub-paragraph (3) apply and, if the application fails to do so, it shall be null and void.

(6) In the case of requirements in respect of which—

(a) West Suffolk Council is the discharging authority under Schedule 2 of this Order, West Suffolk Council must consult with Suffolk County Council;

(b) Suffolk County Council is the discharging authority under Schedule 2 of this Order, Suffolk County Council must consult with West Suffolk Council;

(c) East Cambridgeshire District Council is the discharging authority under Schedule 2 of this Order, East Cambridgeshire District Council must consult with Cambridgeshire County Council; and

(d) Cambridgeshire County Council is the discharging authority under Schedule 2 of this Order, Cambridgeshire County Council must consult with East Cambridgeshire District Council.

Further information and consultation

3.—(1) In relation to any application submitted pursuant to a requirement in Schedule 2 (requirements), the relevant authority may request such reasonable further information from the undertaker as is necessary to enable it to consider the application.

(2) In the event that the relevant authority considers additional further information to be necessary and the provision governing or requiring the application does not specify that consultation with a requirement consultee is required the relevant authority must, within 14 business days of receipt of the application, notify the undertaker in writing specifying the additional further information required.

(3) If the provision governing or requiring the application specifies that consultation with a requirement consultee is required, the relevant authority must issue the consultation to the requirement consultee within five business days of receipt of the application, and must notify the undertaker in writing specifying any additional further information requested by the requirement consultee within 14 business days of receipt of the application.

(4) In the event that the relevant authority does not give notification as specified in sub-paragraph (2) or (3) it is to be deemed to have sufficient information to consider the application and is not thereafter entitled to request additional further information without the prior agreement of the undertaker.

Appeals

4.—(1) The undertaker may appeal in the event that—

(a) the relevant authority refuses (including a deemed refusal pursuant to paragraph 2(4)) an application for any consent, agreement or approval required by an article or requirement included in this Order or grants it subject to conditions;

(b) on receipt of a request for further information pursuant to paragraph 3 the undertaker considers that either the whole or part of the specified information requested by the relevant authority is not necessary for consideration of the application; or

(c) on receipt of any further information requested, the relevant authority notifies the undertaker that the information provided is inadequate and requests additional information which the undertaker considers is not necessary for consideration of the application.

(2) The appeal process is to be as follows—

(a) any appeal by the undertaker must be made within 42 days of the date of the notice of the decision or determination giving rise to the appeal referred to in sub-paragraph (1);

(b) the undertaker must submit the appeal documentation to the Secretary of State and must on the same day provide copies of the appeal documentation to the relevant authority and any consultee required to be consulted pursuant to the provision of this Order which is the subject of the appeal (together with the undertaker, these are the "appeal parties");

(c) as soon as is practicable after receiving the appeal documentation, the Secretary of State must appoint a person to determine the appeal and must forthwith notify the appeal parties of the identity of the appointed person and the address to which all correspondence for his attention should be sent, the date of such notification being the "start date" for the purposes of this sub-paragraph (2);

(d) the relevant authority and any consultee required to be consulted pursuant to the provision of this Order which is the subject of the appeal must submit written representations to the appointed person in respect of the appeal within 20 business days of the start date and must ensure that copies of their written representations are sent to each other and to the undertaker on the day on which they are submitted to the appointed person;

(e) the undertaker must make any counter-submissions to the appointed person within 20 business days of receipt of written representations pursuant to sub-paragraph (d) above; and

(f) the appointed person must make his decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable and in any event within 30 business days of the deadline for the receipt of counter-submissions pursuant to sub-paragraph (e).

(3) The appointment of the person pursuant to sub-paragraph (2)(c) may be undertaken by a person appointed by the Secretary of State for this purpose instead of by the Secretary of State.

(4) In the event that the appointed person considers that further information is necessary to enable him to consider the appeal he must, notify the appeal parties in writing specifying the further information required and the date by which the information is to be submitted and the appointed person must set the date for the receipt of such further information having regard to the timescales in sub-paragraph (2).

(5) Any further information required pursuant to sub-paragraph (4) must be provided by the appeal parties to the appointed person on the date specified by the appointed person (the "specified date"), and the appointed person must notify the appeal parties of the revised timetable for the appeal on or before that day. The revised timetable for the appeal must require submission of any written representations on the submitted further information to the appointed person within 10 business days of the specified date but otherwise is to be in accordance with the process and time limits set out in sub-paragraphs (2)(d) to (2)(f).

(6) On an appeal under this paragraph, the appointed person may—

(a) allow or dismiss the appeal; or

(b) reverse or vary any part of the decision or determination of the relevant authority (whether the appeal relates to that part of it or not),

and may deal with the application as if it had been made to him in the first instance.

(7) The appointed person may proceed to a decision on an appeal taking into account only such written representations as have been sent within the relevant time limits.

(8) The appointed person may proceed to a decision even though no written representations have been made within the relevant time limits, if it appears to him that there is sufficient material to enable a decision to be made on the merits of the case.

(9) The decision of the appointed person on an appeal is to be final and binding on the parties, and a court may entertain proceedings for questioning the decision only if the proceedings are brought by a claim for judicial review.

(10) If an approval is given by the appointed person pursuant to this Schedule, it is to be deemed to be an approval as if it had been given by the relevant authority. The relevant authority may confirm any determination given by the appointed person in identical form in writing but a failure to give such confirmation (or a failure to give it in identical form) is not to be taken to affect or invalidate the effect of the appointed person's determination.

(11) Save where a direction is given pursuant to sub-paragraph (12) requiring the costs of the appointed person to be paid by the relevant authority, the reasonable costs of the appointed person must be met by the undertaker.

(12) On application by the relevant authority or the undertaker, the appointed person may give directions as to the costs of the appeal parties and as to the parties by whom the costs of the appeal are to be paid. In considering whether to make any such direction and the terms on which it is to be made, the appointed person must have regard to Planning Practice Guidance: Appeals (March 2014) or any circular or guidance which may from time to time replace it.

Fees

5.—(1) Where an application is made to the relevant authority for consent, agreement or approval in respect of a requirement only, a fee shall be paid to that relevant authority as follows—

SCHEDULE 14

Article 44

TRAFFIC REGULATION MEASURES

PART 1

TEMPORARY SPEED LIMITS

(1) *District*	*(2)* *Road name, number and length*	*(3)* *Temporary speed limit*
East Cambridgeshire District	B1102 Ness Road From a point 240 metres in a generally south-westerly direction from its junction with the access road leading to High Ness Farm (reference SL1B) for a distance of 720 metres in a generally south-westerly direction (to reference SL1A) as shown on sheets 2 and 3 of the traffic regulation measures plans – temporary measures.	40 miles per hour
East Cambridgeshire District	Newmarket Road (north of the A142 roundabout) From its junction with the A142 roundabout (reference SL2A) in a generally northerly direction for a distance of 590 metres to a point 40 metres south of its junction with the northern access to Dojima Sake Brewery at Fordham Abbey (reference SL2B) as shown on sheets 4 and 5 of the traffic regulation measures plans – temporary measures.	40 miles per hour
~~East Cambridgeshire District~~	~~Snailwell Road~~ ~~From a point 100 metres in a generally south-easterly direction from its junction with the access to Lynx Business Park (reference SL3A) in a generally easterly direction to its termination point (after which it becomes the Fordham Road) (to reference SL3B) as shown on sheet 6 of the traffic regulation measures plans – temporary measures.~~	~~30 miles per hour~~
~~East Cambridgeshire District~~	~~Fordham Road~~ ~~From its commencement point adjacent to the Snailwell Road (reference SL3B) in a generally south-easterly direction to its termination point (after which it becomes the Street) (reference SL3C) as shown on sheet 6 of the traffic regulation measures plans – temporary measures.~~	~~30 miles per hour~~
East Cambridgeshire District	Chippenham Road From its commencement point adjacent to the Green junction and 40 metres south west of the car park (reference SL4A), for a distance of 900 metres in a generally north-easterly direction (to reference SL4B) as shown on sheets 7 and 8 of the traffic regulation measures plans – temporary measures.	40 miles per hour

East Cambridgeshire District	La Hogue Road From its junction with the access to La Hogue Farm (reference SL5A) in a generally north-westerly direction for a distance of 610 metres (to reference SL5B) as shown on sheet 9 of the traffic regulation measures plans-temporary measures.	40 miles per hour
East Cambridgeshire District	B1085 From its junction with the access to Wild Tracks Outdoor Activity Park (reference SL6A) in a generally westerly direction for a distance of 660 metres (to reference SL6B) as shown on sheet 10 of the traffic regulation measures plans – temporary measures.	40 miles per hour
East Cambridgeshire District	B1085 Dane Hill Road From its junction with A11 roundabout (reference SL7A) in a generally south-easterly direction for a distance of 390 metres to its junction with the access to Dane Hill Farm (reference SL7B) as shown on sheet 11 of the traffic regulation measures plans – temporary measures.	40 miles per hour
West Suffolk District	Elms Road From its junction with Bridge End Road (reference SL8A) in a generally north-westerly direction for a distance of 1150 metres (to reference SL8B) as shown on sheets 12 and 13 of the traffic regulation measures plans – temporary measures.	40 miles per hour
West Suffolk District	Newmarket Road (Worlington) From a point 350 metres south of its junction with Golf Links Road (reference SL9A) for a distance of 900 metres in a generally southerly direction (to reference SL9B) as shown on sheets 15 and 16 of the traffic regulation measures plans – temporary measures.	40 miles per hour

PART 2

TEMPORARY PROHIBITION

(1) *District*	*(2)* *Road name, number and length*	*(3)* *Measures*
East Cambridgeshire District	A142 From a point 70 metres in a generally westerly direction of its roundabout junction with Newmarket Road (reference TP1A), in a generally westerly direction for a distance of 50 metres (to reference TP1B), as shown on sheet 5 of the traffic regulation measures plans – temporary measures.	Prohibition of entry No right turn for entry to, or egress from, the means of access to the authorised development by vehicular traffic.

PART 3

TEMPORARY ROAD CLOSURES

(1) *District*	*(2* *Road name, number and length*	*(3)* *Measure*
~~East Cambridgeshire District~~	~~Weirs Drove From its junction with Burwell National Grid Substation access (reference RC1A) in a generally easterly direction for a distance of 70 metres (to reference RC1B) as shown on sheet 1 of the traffic regulation measures plans – temporary road closures.~~	~~Closed to all traffic save for traffic under the direction of the undertaker.~~
East Cambridgeshire District	Newnham Drove From its junction with Weirs Drove (reference RC2A) in a generally north-westerly direction for a distance of 350 metres (to reference RC2B) as shown on sheet 1 of the traffic regulation measures plans – temporary road closures.	Closed to all traffic save for traffic under the direction of the undertaker.
East Cambridgeshire District	Little Fen Drove From a point 100 metres from its commencement point from Dyson Drove (reference RC3A) in a generally westerly direction for a distance of 305 metres (to reference RC3B) as shown on sheet 2 of the traffic regulation measures plans – temporary road closures.	Closed to all traffic save for traffic under the direction of the undertaker.
East Cambridgeshire District	First Drove From its junction with Broads Road (reference RC4A) in a generally northerly direction for a distance of 100 metres (to reference RC4B) as shown on sheet 3 of the traffic regulation measures plans – temporary road closures.	Closed to all traffic save for traffic under the direction of the undertaker.
East Cambridgeshire District	Broads Road From its junction with First Drove (reference RC5A) in a generally north-easterly direction for a distance of 100 metres (to reference RC5B) as shown on sheet 3 of the traffic regulation measures plans – temporary road closures.	Closed to all traffic save for traffic under the direction of the undertaker.
East Cambridgeshire District	Chippenham Road From a point adjacent to the car park along Chippenham Road (reference RC6A) in a	Closed to all traffic save for traffic under the direction of the undertaker.

	generally north-easterly direction for a distance of 1390 metres to its junction with the access road to Water Hall Farm (reference RC6B) as shown on sheets 6 and 7 of the traffic regulation measures plans – temporary road closures.	
East Cambridgeshire District	La Hogue Road From its junction with the access road to La Hogue Cottages (references RC7A) in a generally north-westerly direction for a distance of 700 metres to its junction with the access road to Water Hall Farm (reference RC7B) as shown on sheet 8 of the traffic regulation measures plans – temporary road closures.	Closed to all traffic save for traffic under the direction of the undertaker.
East Cambridgeshire District	B1085 From its junction with the access to Wild Tracks Outdoor Activity Park (reference RC8A) in a generally westerly direction for a distance of 1030 metres to its junction with the access road to Stanel Wood Farm (reference RC8B) as shown on sheets 9 and 10 of the traffic regulation measures plans – temporary road closures.	Closed to all traffic save for traffic under the direction of the undertaker.
West Suffolk District	Elms Road From its junction with Bridge End Road (reference RC9A) in a generally north-westerly direction for a distance of 1280 metres to its junction with Badlingham Road (reference RC9B) as shown on sheets 13, 14 and 15 of the traffic regulation measures plans – temporary road closures.	Closed to all traffic save for traffic under the direction of the undertaker.
West Suffolk District	Beck Road From its junction with the access to Lee Farm (reference RC10A) in a generally easterly direction for a distance of 780 metres to its junction with Ferry Lane (reference RC10B) as shown on sheet 21 of the traffic regulation measures plans – temporary road closures.	Closed to all traffic save for traffic under the direction of the undertaker.
West Suffolk	Isleham Road	Closed to all traffic save for traffic under

District	From a point 10 metres in a generally easterly direction of its junction with Fourways Farm access road (reference RC11A) in a generally easterly direction for a distance of 450 metres to a point 310 metres west of its junction with the Pen Villa access road (reference RC11B) as shown on sheet 22 of the traffic regulation measures plans – temporary road closures.	the direction of the undertaker.
West Suffolk District	Newmarket Road (Worlington) From its junction with Queens Hill access road (reference RC12A) in a generally southerly direction for a distance of 1530 metres to a point 20 metres north of Bay Farm access road (reference RC12B) as shown on sheets 17, 18 and 19 of the traffic regulation measures plans – temporary road closures.	Closed to all traffic save for traffic under the direction of the undertaker.
West Suffolk District	U6006 From a point 450 metres in a generally south-westerly direction from its junction with Newmarket Road (Worlington) (reference RC13A) in a generally south-westerly direction for a distance of 70 metres (reference RC13B) as shown on sheet 17 of the traffic regulation measures plans – temporary road closures.	Closed to all traffic save for traffic under the direction of the undertaker.
West Suffolk District	U6006 From a point 700 metres in a generally north-easterly direction of its junction with Elms Road (reference RC14A) in a generally north-easterly direction for a distance of 400 metres (to reference RC14B) as shown on sheets 15 and 16 of the traffic regulation measures plans – temporary road closures.	Closed to all traffic save for traffic under the direction of the undertaker.

PART 4

TEMPORARY TRAFFIC SIGNALS

(1) *District*	*(2)* *Extent of temporary traffic signal control*

East Cambridgeshire District	B1102 Ness Road An area of existing highway from a point 15 metres in a generally south-westerly direction from its junction with the access road leading to Lark Hall Farm for a distance of 100 metres in a generally south-westerly direction and including the means of access to the authorised development, as shown on sheet 2 of the traffic regulation measures plans – temporary measures (reference TS2).
East Cambridgeshire District	Newmarket Road (north of the A142 roundabout) An area of existing highway from its junction with the southern access road to Fordham Abbey for a distance of 100 metres in a generally southerly direction and including the means of access to the authorised development, as shown on sheet 4 of the traffic regulation measures plans – temporary measures (reference TS3).
East Cambridgeshire District	Newmarket Road (north of the A142 roundabout) An area of existing highway from its roundabout junction with A142 for a distance of 100 metres in a generally northerly direction, as shown on sheet 5 of the traffic regulation measures plans – temporary measures (reference TS4).
~~East Cambridgeshire District~~	~~Fordham Road~~ ~~An area of existing highway from a point 245 metres in a generally easterly direction from the junction of Snailwell Road with the access to Lynx Business Park, for a distance of 100 metres in a generally easterly direction, including the means of access to the authorised development, as shown on sheet 6 of the traffic regulation measures plans – temporary measures (reference TS5).~~
East Cambridgeshire District	Chippenham Road An area of existing highway from a point 315 metres in a generally north-easterly direction from the commencement point Chippenham Road (prior to which it is the Green) and 280 metres in a generally north-easterly direction from the access to the car park on Chippenham Road, for a distance of 100 metres in a generally north-easterly direction and including the means of access to the authorised development, as shown on sheet 7 of the traffic regulation measures plans – temporary measures (reference TS6).
East Cambridgeshire District	Chippenham Road An area of existing highway from a point 590 metres in a generally south-westerly direction its junction with the Water Hall Farm access road for a distance of 120 metres in a south-westerly direction and including the two means of access to the authorised development, as shown on sheet 8 of the traffic regulation measures plans – temporary measures (reference TS7).
East Cambridgeshire District	La Hogue Road An area of existing highway from a point 60 metres in a generally north-westerly direction from its junction with the access to La Hogue Cottages for a distance of 100 metres in a generally north-westerly direction and including the means of access to the authorised development, as shown on sheet 9 of the traffic regulation measures plans – temporary measures (reference TS8).
East Cambridgeshire District	B1085 (North) An area of existing highway from a point 320 metres in a generally westerly direction from its junction with the access to Wild Tracks Outdoor Activity Park for a distance of 100 metres in a generally westerly direction and including the two means of access to the authorised development, as shown on sheet 10 of the traffic regulation measures plans – temporary measures (reference TS9).
East Cambridgeshire District	B1085 Dane Hill Road An area of existing highway from a point 145 metres in a generally westerly direction from its junction with Dane Hill Farm for a distance of 100 metres in a generally westerly direction and including the means of access to the authorised development, as shown on sheet 11 of the traffic regulations

	measures plans – temporary measures (reference TS10).
West Suffolk District	Elms Road An area of existing highway from a point 175 metres in a generally north-westerly direction from its junction with Bridge End Road for a distance of 100 metres in a generally north-westerly direction and including the means of access to the authorised development, as shown on sheet 12 of the traffic regulation measures plans – temporary measures (reference TS11).
West Suffolk District	Elms Road An area of existing highway from a point 390 metres in a generally south-easterly direction from its junction with Badlingham Road for a distance of 215 metres in a generally south-easterly direction and including the two means of access to the authorised development, as shown on sheet 13 of the traffic regulation measures plans – temporary measures (reference TS12).
West Suffolk District	B1102 Freckenham Road An area of existing highway from a point 330 metres in a south-westerly direction from its junction with the access to Fairways for a distance of 100 metres in a south-westerly direction and including the two means of access to the authorised development, as shown on sheet 14 of the traffic regulation measures plans – temporary measures (reference TS13).
West Suffolk District	Newmarket Road (Worlington) An area of existing highway from a point 740 metres in generally southerly direction from its junction with Golf Links Road for a distance of 100 metres and including the two means of access to the authorised development, as shown on sheet 16 of the traffic regulation measures plans – temporary measures (reference TS14).

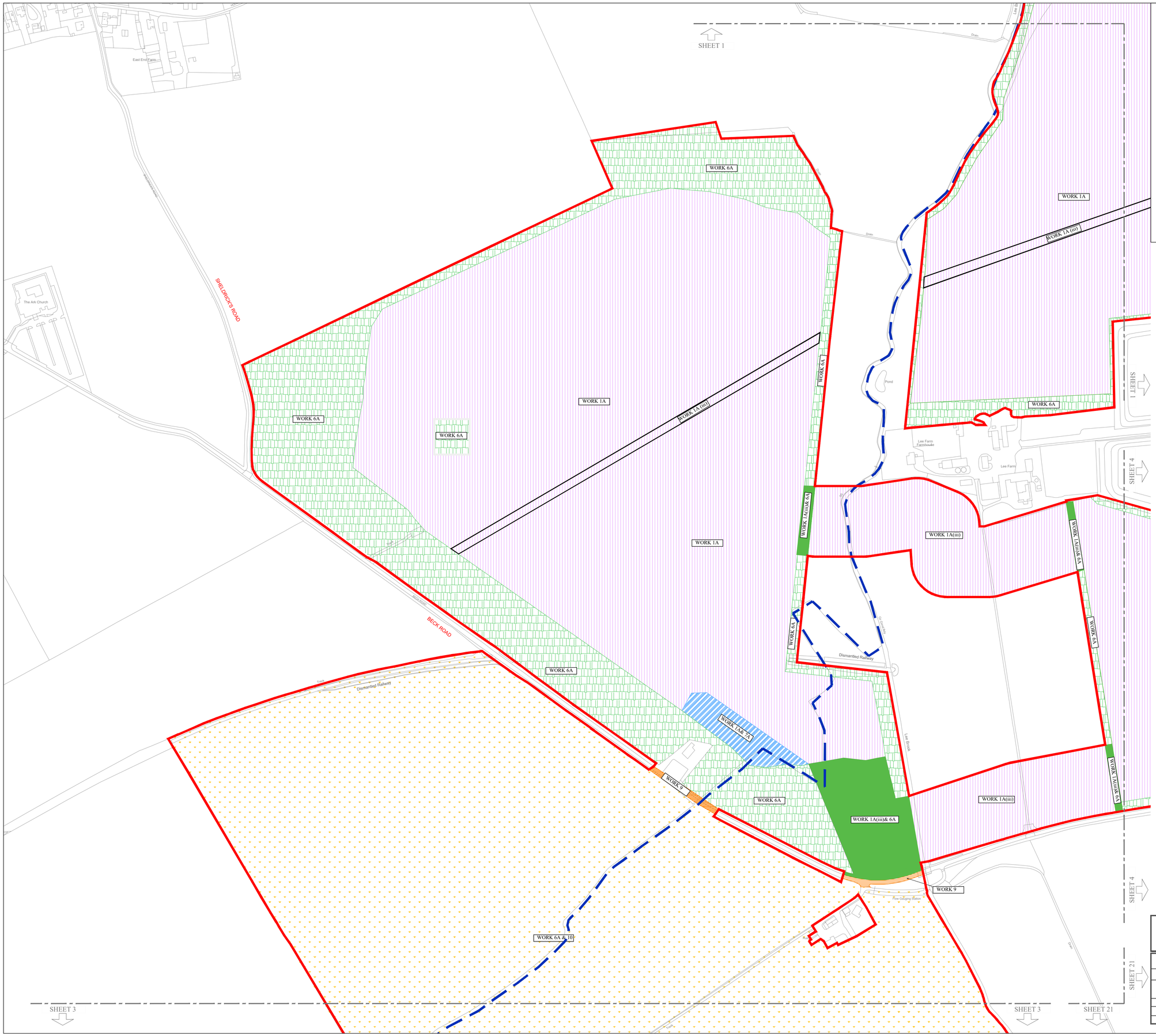
EXPLANATORY NOTE

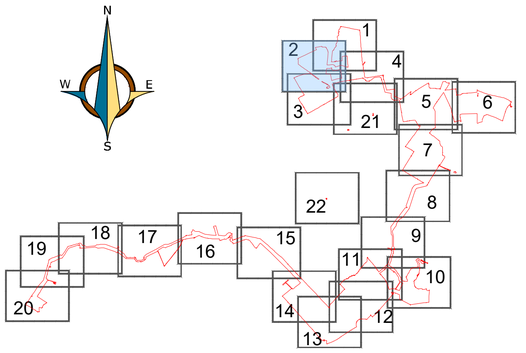
(This note is not part of the Order)

This Order authorises Sunnica Limited (referred to in this Order as the undertaker) to construct, operate, maintain and decommission a ground mounted solar photovoltaic generating station with a gross electrical output capacity over 50 megawatts and associated development. The Order would permit the undertaker to acquire, compulsorily or by agreement, land and rights in land and to use land for this purpose.

A copy of the Order plans and the book of reference mentioned in this Order and certified in accordance with article 38 of this Order (documents and plans to be certified) may be inspected free of charge during working hours at East Cambridgeshire District Council, The Grange, Nutholt Lane, Ely, Cambridgeshire, CB7 4EE and at West Suffolk District Council, West Suffolk House, Western Way, Bury St Edmunds, Suffolk, IP33 3YU.

Appendix G Works Plans (Sheets 2,13, 15, 16 and 20





NOTES:

1. These Work Plans show the limits of deviation for the numbered works comprised in the authorised development, which are described in Schedule 1 (Authorised Development) to the draft Development Consent Order. The Works Plans should be read in conjunction with the draft Development Consent Order and the other plans and documents to be certified by it, in particular the Design Principles and the Outline Landscape and Ecological Management Plan.
2. Work Nos. 2 (battery storage) and 3 (onsite substations) are not shown individually in the key but are shown in combination with Work No. 1 and in combination with each other. Within the combined limits of deviation for Work Nos. 1, 2 and 3 the Applicant seeks authorisation for any combination of those Work Nos.
3. Schedule 1 divides Work Nos. 1, 2, 3, 5, 6, 7 and 8 into sub-works (e.g. Work Nos. 1A, 1B, 1C, 1D). The marking convention used to delineate the limits of deviation for the numbered works does not distinguish between the lettered sub works; instead the lettered sub-works are indicated with a label.
4. Work Nos. 2 (battery storage) and 3 (onsite substations) are not shown individually in the key but are shown in combination with Work No. 1 (and in some instances Work Nos. 7 and 8) and in combination with each other. Within the combined limits of deviation for these works the Applicant seeks authorisation for any combination of those Work Nos. shown within that limit of deviation.
5. The limits of deviation for Work No. 7 (temporary construction laydown area) are shown in combination with other numbered works. This signifies that the Applicant seeks authorisation to construct the other Work Nos. indicated within that combined limit of deviation once the temporary construction laydown area comprised in Work No.7 is no longer required.
6. Work Nos. 1, 2, 3, 4 and 5 include the underground infrastructure described in Schedule 1. Where the label to a limit of deviation denotes a sub-work with a roman numeral (e.g. Work No. 1A(iii)) this demonstrates that the Applicant seeks authorisation within that limit of deviation only for the sub-work denoted by that roman numeral per the description of the authorised development in Schedule 1 to the DCO, together with its related ancillary works, and any of the other Work Nos. appearing on that label. This enables, for example, underground cables comprised in Work No. 1 (e.g. Work No. 1A(iii)) to be placed within a limit of deviation for other Work Nos. (e.g. Work No. 6A (landscaping)).

ORDER LIMITS

LOCAL AUTHORITY BOUNDARY

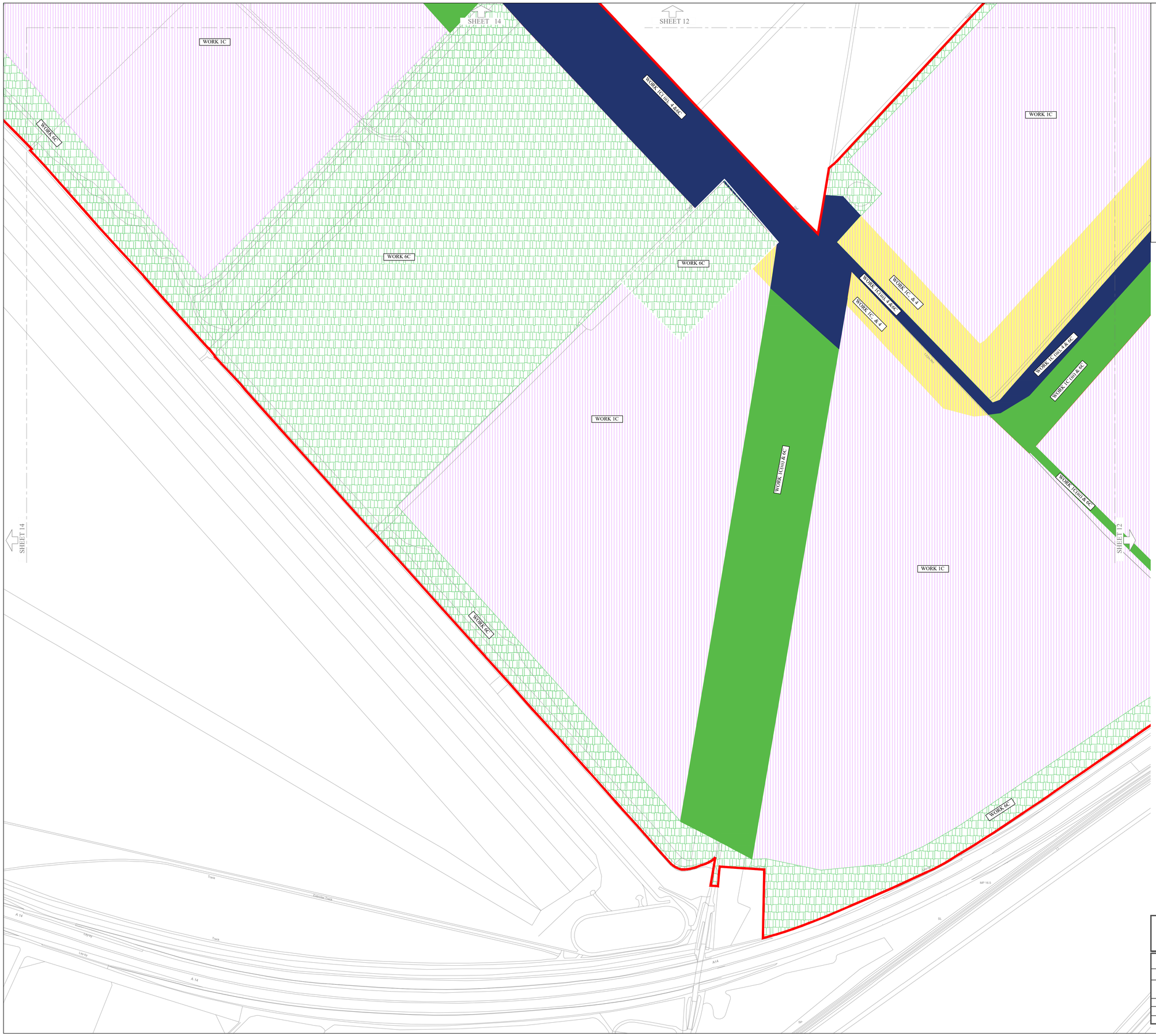
LIMITS OF DEVIATION

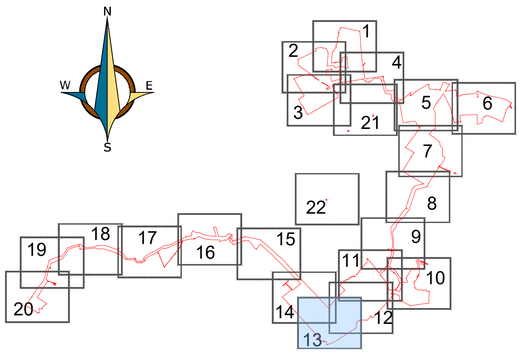
- Work No. 1A
- Work No. 6A
- Work No. 9
- Work No. 1A(iii) & Work No. 6A
- Work No. 6A+ Work No. 10
- Work No. 1A & Work No. 7A

PS Renewables
Green Energy Investments

PROJECT:	SUNNICA ENERGY FARM DEVELOPMENT CONSENT ORDER (DCO)
COMPANY:	PS RENEWABLES
LAYOUT:	Infrastructure Planning (Applications: Prescribed Forms and Procedure) Rules 2009 Regulation 5(2)(j) Works Plans – SHEET 2 OF 22 Document Reference 2.2.

DRAW BY:	Sergio Serna	PS RENEWABLES: 5 Stubbings Estate Maidenhead, Berkshire SL6 6QL	DATE:	02/11/2022
DESIGN BY:	Nacho Perez - Laura Picazo		SCALE:	1:2.500
CHECK BY:	David Ortiz		SIZE:	A1





NOTES:

1. These Work Plans show the limits of deviation for the numbered works comprised in the authorised development, which are described in Schedule 1 (Authorised Development) to the draft Development Consent Order. The Works Plans should be read in conjunction with the draft Development Consent Order and the other plans and documents to be certified by it, in particular the Design Principles and the Outline Landscape and Ecological Management Plan.
2. Work Nos. 2 (battery storage) and 3 (onsite substations) are not shown individually in the key but are shown in combination with Work No. 1 and in combination with each other. Within the combined limits of deviation for Work Nos. 1, 2 and 3 the Applicant seeks authorisation for any combination of those Work Nos.
3. Schedule 1 divides Work Nos. 1, 2, 3, 5, 6, 7 and 8 into sub-works (e.g. Work Nos. 1A, 1B, 1C, 1D). The marking convention used to delineate the limits of deviation for the numbered works does not distinguish between the lettered sub works; instead the lettered sub-works are indicated with a label.
4. Work Nos. 2 (battery storage) and 3 (onsite substations) are not shown individually in the key but are shown in combination with Work No. 1 (and in some instances Work Nos. 7 and 8) and in combination with each other. Within the combined limits of deviation for these works the Applicant seeks authorisation for any combination of those Work Nos. shown within that limit of deviation.
5. The limits of deviation for Work No. 7 (temporary construction laydown area) are shown in combination with other numbered works. This signifies that the Applicant seeks authorisation to construct the other Work Nos. indicated within that combined limit of deviation once the temporary construction laydown area comprised in Work No.7 is no longer required.
6. Work Nos. 1, 2, 3, 4 and 5 include the underground infrastructure described in Schedule 1. Where the label to a limit of deviation denotes a sub-work with a roman numeral (e.g. Work No. 1A(iii)) this demonstrates that the Applicant seeks authorisation within that limit of deviation only for the sub-work denoted by that roman numeral per the description of the authorised development in Schedule 1 to the DCO, together with its related ancillary works, and any of the other Work Nos. appearing on that label. This enables, for example, underground cables comprised in Work No. 1 (e.g. Work No. 1A(iii)) to be placed within a limit of deviation for other Work Nos. (e.g. Work No. 6A (landscaping)).

ORDER LIMITS

LOCAL AUTHORITY BOUNDARY

LIMITS OF DEVIATION

Work No. 1C

Work No. 6C

Work No. 1C & Work No. 4

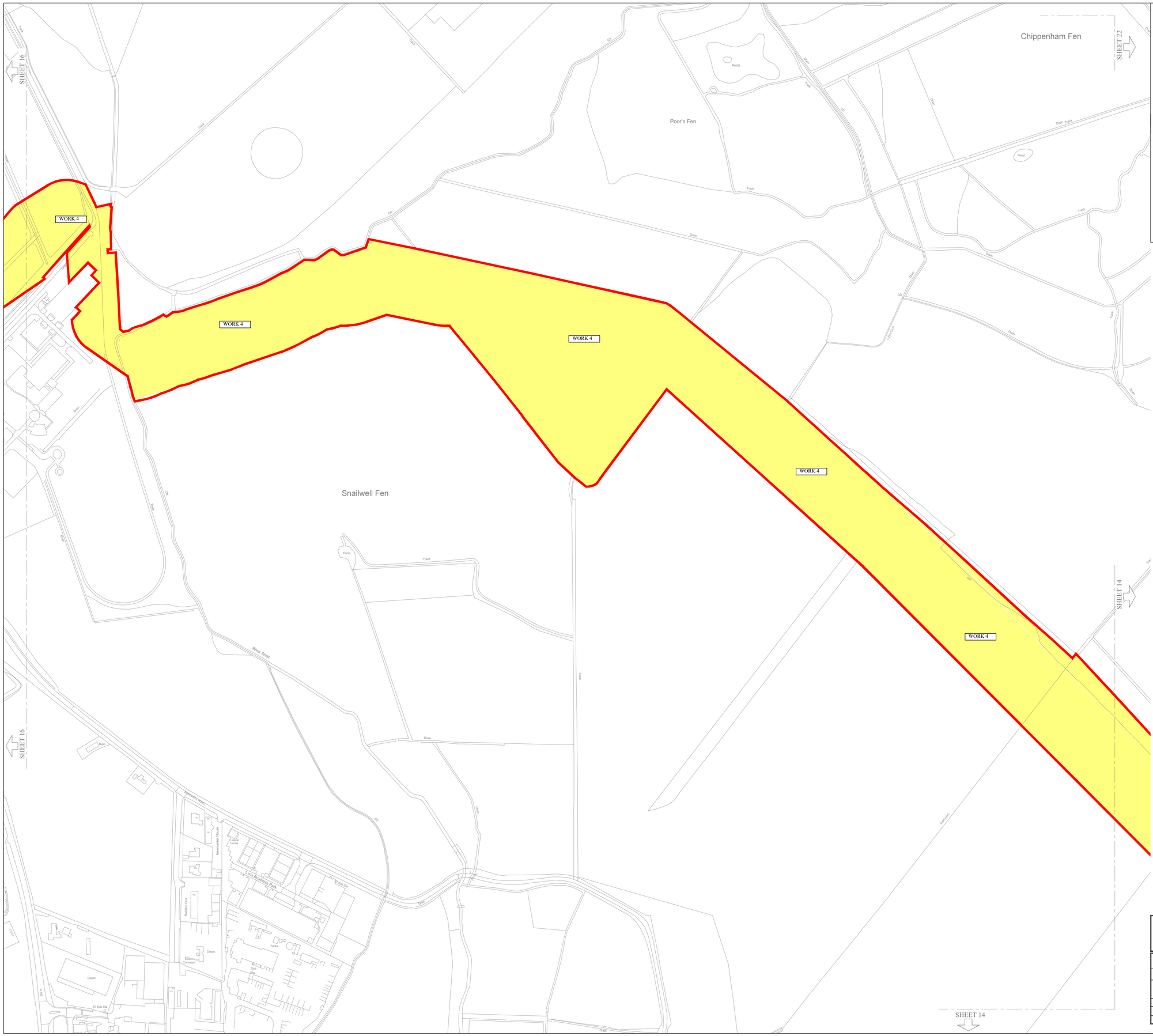
Work No. 1C(iii) & Work No. 6C

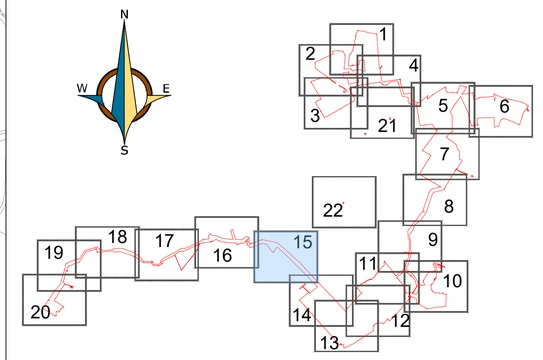
Work No. 1C(iii), Work No.4 & Work No. 6C

PS Renewables
Green Energy Investments

PROJECT:	SUNNICA ENERGY FARM DEVELOPMENT CONSENT ORDER (DCO)
COMPANY:	PS RENEWABLES
LAYOUT:	Infrastructure Planning (Applications: Prescribed Forms and Procedure) Rules 2009 Regulation 5(2)(j) Works Plans – SHEET 13 OF 22 Document Reference 2.2.

DRAW BY:	Sergio Sema	PS RENEWABLES: 5 Stubbings Estate Maidenhead, Berkshire SL6 6QL	DATE:	02/11/2022
DESIGN BY:	Nacho Perez - Laura Picazo		SCALE:	1:2.500
CHECK BY:	David Ortiz		SIZE:	A1





NOTES:

1. These Work Plans show the limits of deviation for the numbered works comprised in the authorised development, which are described in Schedule 1 (Authorised Development) to the draft Development Consent Order. The Works Plans should be read in conjunction with the draft Development Consent Order and the other plans and documents to be certified by it, in particular the Design Principles and the Outline Landscape and Ecological Management Plan.
2. Work Nos. 2 (battery storage) and 3 (onsite substations) are not shown individually in the key but are shown in combination with Work No. 1 and in combination with each other. Within the combined limits of deviation for Work Nos. 1, 2 and 3 the Applicant seeks authorisation for any combination of those Work Nos.
3. Schedule 1 divides Work Nos. 1, 2, 3, 5, 6, 7 and 8 into sub-works (e.g. Work Nos. 1A, 1B, 1C, 1D). The marking convention used to delineate the limits of deviation for the numbered works does not distinguish between the lettered sub works; instead the lettered sub-works are indicated with a label.
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ORDER LIMITS

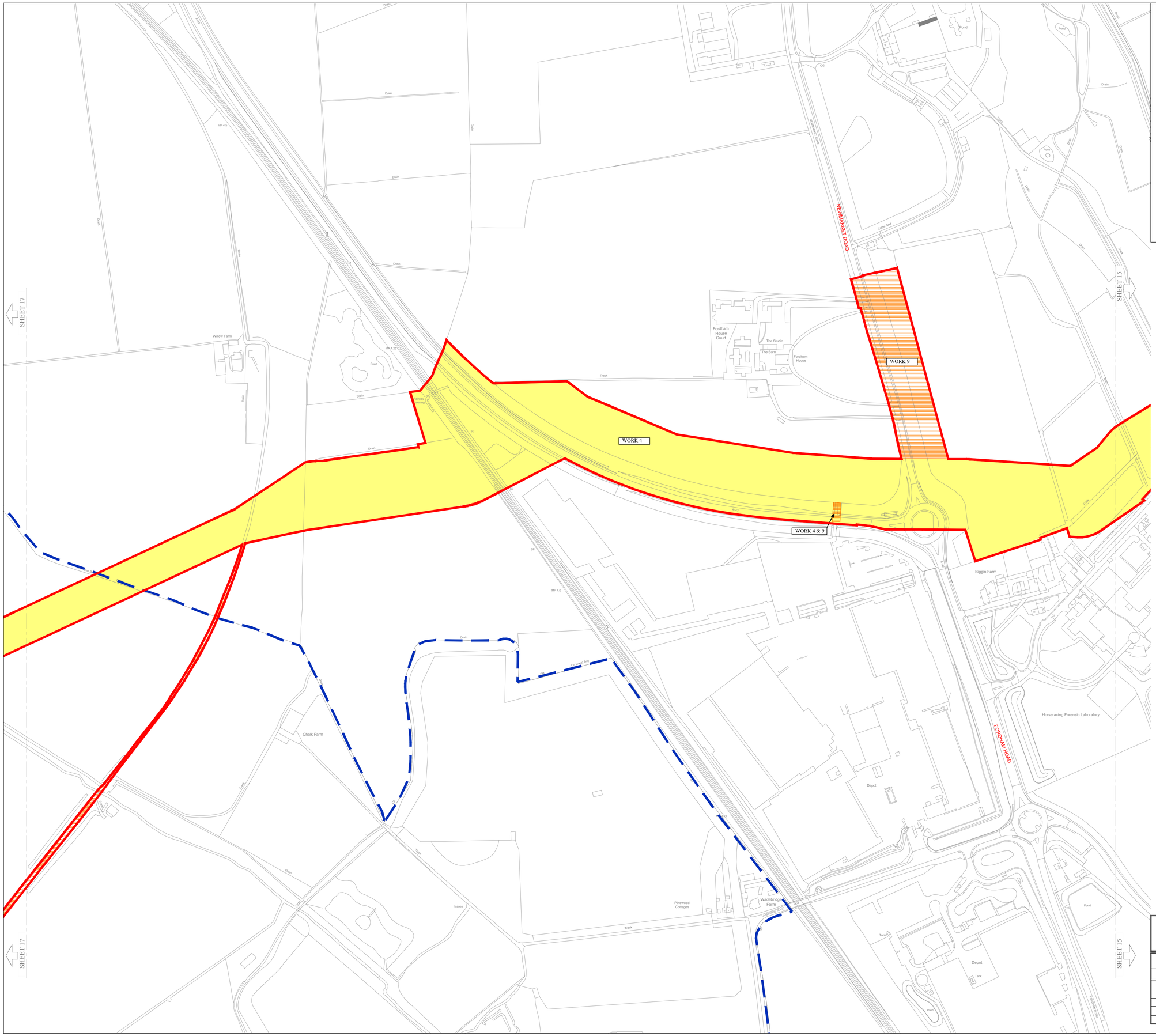
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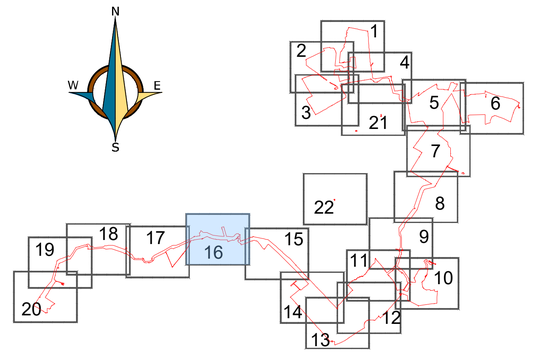
LIMITS OF DEVIATION

Work No. 4

PS Renewables
Green Energy Investments

PROJECT:	SUNNICA ENERGY FARM DEVELOPMENT CONSENT ORDER (DCO)			
COMPANY:	PS RENEWABLES			
LAYOUT:	Infrastructure Planning (Applications: Prescribed Forms and Procedure) Rules 2009 Regulation 5(2)(j) Works Plans – SHEET 15 OF 22 Document Reference 2.2.			
DRAW BY:	Sergio Serna	PS RENEWABLES: 5 Stubbings Estate Maidenhead, Berkshire SL6 6QL	DATE:	02/11/2022
DESIGN BY:	Nacho Perez - Laura Picazo		SCALE:	1:2.500
CHECK BY:	David Ortiz		SIZE:	A1





NOTES:

1. These Work Plans show the limits of deviation for the numbered works comprised in the authorised development, which are described in Schedule 1 (Authorised Development) to the draft Development Consent Order. The Works Plans should be read in conjunction with the draft Development Consent Order and the other plans and documents to be certified by it, in particular the Design Principles and the Outline Landscape and Ecological Management Plan.
2. Work Nos. 2 (battery storage) and 3 (onsite substations) are not shown individually in the key but are shown in combination with Work No. 1 and in combination with each other. Within the combined limits of deviation for Work Nos. 1, 2 and 3 the Applicant seeks authorisation for any combination of those Work Nos.
3. Schedule 1 divides Work Nos. 1, 2, 3, 5, 6, 7 and 8 into sub-works (e.g. Work Nos. 1A, 1B, 1C, 1D). The marking convention used to delineate the limits of deviation for the numbered works does not distinguish between the lettered sub works; instead the lettered sub-works are indicated with a label.
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ORDER LIMITS

LOCAL AUTHORITY BOUNDARY

LIMITS OF DEVIATION

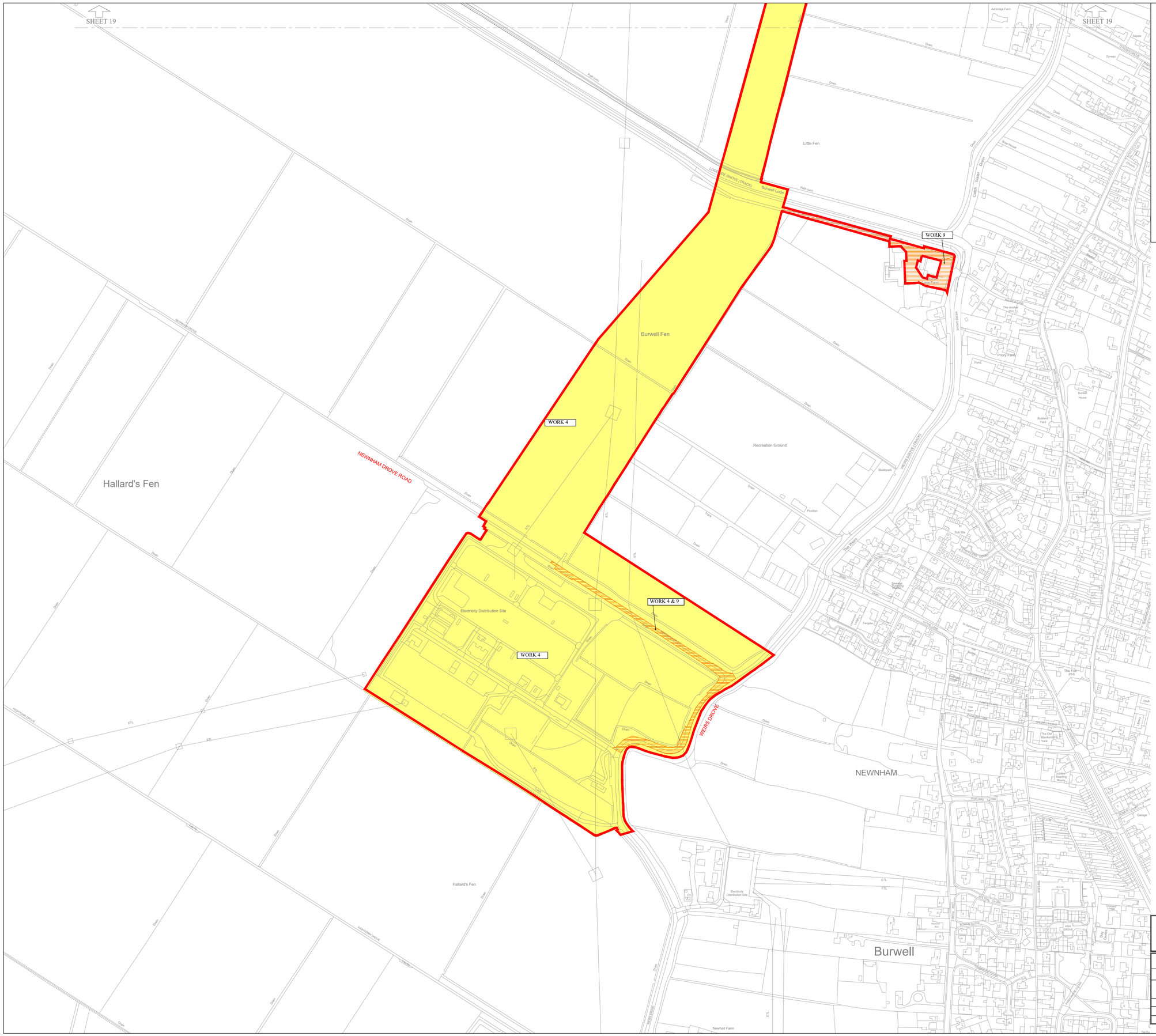
Work No. 4

Work No. 9

Work No. 4 & Work No. 9

PS Renewables
Green Energy Investments

PROJECT:	SUNNICA ENERGY FARM DEVELOPMENT CONSENT ORDER (DCO)			
COMPANY:	PS RENEWABLES			
LAYOUT:	Infrastructure Planning (Applications: Prescribed Forms and Procedure) Rules 2009 Regulation 5(2)(j) Works Plans – SHEET 16 OF 22 Document Reference 2.2.			
DRAW BY:	Sergio Serna	PS RENEWABLES: 5 Stubbings Estate Maidenhead, Berkshire SL6 6QL	DATE:	02/11/2022
DESIGN BY:	Nacho Perez - Laura Picazo		SCALE:	1:2.500
CHECK BY:	David Ortiz		SIZE:	A1


SHEET 19
SHEET 19
WORK 4
WORK 9
WORK 4 & 9
WORK 4
NEWNHAM DROVE ROAD
WEIRS DROVE
Burwell Fen
Little Fen
Hallard's Fen
Recreation Ground
Electricity Distribution Site
NEWNHAM
Burwell
Hallard's Fen
Newhall Farm
LODE DROVE (TRACK)
Burwell Lode
MEDDLE DROVE (TRACK)
NEWNHAM DROVE
HOUGHTON DROVE
Drain
Path (um)
ETL
Track
Pavilion
Skatepark
Sub Stn
Garage
Pond
Dyke
Ditch
Water Course
Sluice
Bridge
Culvert
Weir
Tank
Slipway
Boat House
Ashbridge Farm
Dynelec
Burwell House
Priory Park
Priory Yard
Builders Yard
The Priory
The Fox (PH)
The Old Bakehouse Yard
The Barn
Newnham Croft Baptist Church
Newnham Reading Room
Tennis Courts
Bowls
Club
Allotments
Sewage Works
Depot
Telephone Exchange
Dairy Crest
Tel Ex
Ely Rd
Swaffham Rd
Reach Rd
Mill Rd
Fair Green
Exning Rd
Isleham Rd
Lode Rd
Priory Rd
Priory Close
Priory Park
Priory Yard
Mill Close
Mill Lane
Meadow Close
Meadow Drive
Poplars Close
Poplars
Edwards Close
Edwards Court
Edwards Crescent
Fair Green
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Mill Road
Reach Road
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The Paddocks
The Poplars
The Priory
The Spinney
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Yew Tree Wood Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Close
Yew Tree Wood Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Drive
Yew Tree Wood Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Walk
Yew Tree Wood Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Yard Way
Yew Tree Wood Yard

Appendix H Land and Crown Plans (Sheets, 15, 16, 20, 23 and 24)

The Sunnica Energy Farm Order

Land Plans

Sheet 15 of 24

Key

Order limits – the area within which the authorised development may be carried out

Order land – freehold and leasehold to be compulsorily acquired and in relation to which it is proposed to extinguish easements, servitudes and other private rights. Land to be possessed temporarily and, during any period of temporary possession the exercise of easements, servitudes and other private rights, are to be suspended.

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Local Authority Boundary

0 50 100 150 200 Metres

Notes

1. All dimensions are in metres unless stated otherwise

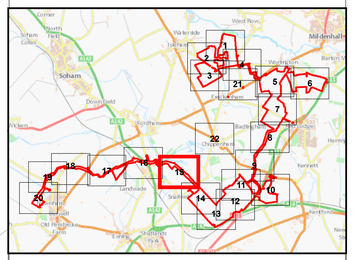
2. These Land Plans should be read in conjunction with other plans and documents in the Development Consent Order. In particular the Book of Reference (Application Document Reference: EN010106/APP/4.3) and the Statement of Reasons (Application Document Reference: EN010106/APP/4.1).

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Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009 - Regulation 5(2)(i) and 5(2)(n)

Ver	Date	Description Of Change	

DRAWING STATUS: SUBMISSION FOR DEADLINE 4

WSP House, 70 Chancery Lane, London WC2A 1AF, UK
T +44 (0)20 7314 5000
wsp.com

CLIENT: sunnica energy farm

PROJECT: Sunnica Energy Farm
Development Consent Order (DCO)

TITLE: Application Document Reference [EN010106/APP/2.1]

Land and Crown Land Plans - Extracts for Second Proposed Changes Application
Sheet 15 of 24

SCALE @ A1:	CHECKED:		APPROVED:
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PROJECT No:	**DESIGNED:**	**DRAWN:**	**DATE:**
70050915	NM	LH	04/01/2023

DRAWING No: 70050915-221018-WSP-PLN-DCO-001-LH-0 REV:

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N

Continues on Sheet 16

Continues on Sheet 14

East Cambridgeshire District

15-01 15-02 15-03 15-04 15-05 15-12 14-07 14-08 14-09

Limekiln Plantation
Underdown Plantation
Poor's Fen
Snailwell Fen
Jerusalem Wood
Pond
Track
Drain
CD
Path (um)
Def
River Snail
Weir
Sluice
FB
El Sub Sta
Lateral
Newmarket House
Fen Business
Depot
Conveyors
Tanks
Hopper
LTwr
Nursery
15.5m
24.8m
RH
1.22m Ht H

The Sunnica Energy Farm Order

Land Plans

Sheet 16 of 24

Key

Order limits – the area within which the authorised development may be carried out

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Local Authority Boundary

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Land and Crown Land Plans - Extracts for Second Proposed Changes Application
Sheet 16 of 24

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PROJECT No:	DESIGNED:	DRAWN:	DATE:
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The Sunnica Energy Farm Order

Land Plans

Sheet 20 of 24

Key

Order limits – the area within which the authorised development may be carried out

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Local Authority Boundary

0 50 100 150 200 Metres

Notes

1. All dimensions are in metres unless stated otherwise

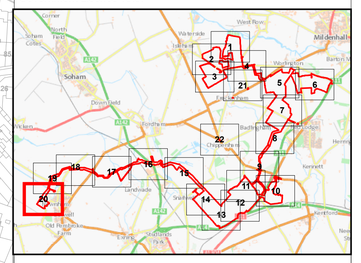
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04	DEC 2022	SUBMISSION FOR DEADLINE 4	

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Development Consent Order (DCO)

TITLE: Application Document Reference [EN010106/APP/2.1]

Land and Crown Land Plans - Extracts for Second Proposed Changes Application
Sheet 20 of 24

SCALE @ A1:	CHECKED:		APPROVED:
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PROJECT No:	DESIGNED:	DRAWN:	DATE:
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Continues on Sheet 19

Continues on Sheet 23

INSET SCALE: 1:500

INSET SCALE: 1:500

East Cambridgeshire District

The Sunnica Energy Farm Order

Land Plans

Sheet 23 of 24

Key

Order limits – the area within which the authorised development may be carried out

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Local Authority Boundary

0 50 100 150 200 Metres

Notes

1. All dimensions are in metres unless stated otherwise

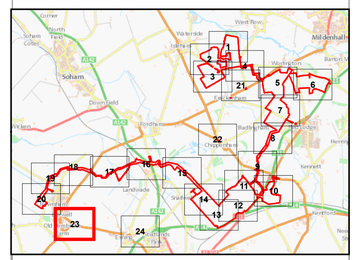
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DRAWING STATUS: CHANGE APPLICATION 2

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wsp.com

CLIENT: sunnica energy farm

PROJECT: Sunnica Energy Farm
Development Consent Order (DCO)

TITLE: Application Document Reference [EN010106/APP/2.1]

Land and Crown Land Plans - Extracts for Second Proposed Changes Application
Sheet 23 of 24

SCALE @ A1:	CHECKED:		APPROVED:
1:2,500	SA		VB
PROJECT No:	**DESIGNED:**	**DRAWN:**	**DATE:**
70050915	NM	LH	12/01/2023

DRAWING No: 70050915-221214-WSP-PLN-DCO-001-LH-5 REV:

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Continues on Sheet 20

Continues on Sheet 24

East Cambridgeshire District

West Suffolk District

The Sunnica Energy Farm Order

Land Plans

Sheet 24 of 24

Key

Order limits – the area within which the authorised development may be carried out

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Local Authority Boundary

0 50 100 150 200 Metres

Notes

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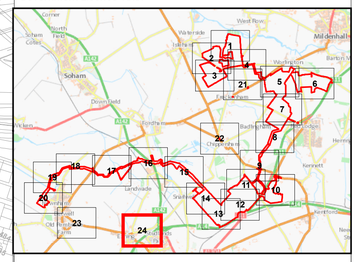
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DRAWING STATUS: CHANGE APPLICATION 2

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wsp.com

CLIENT:

PROJECT: Sunnica Energy Farm
Development Consent Order (DCO)

TITLE: Application Document Reference [EN010106/APP/2.1]

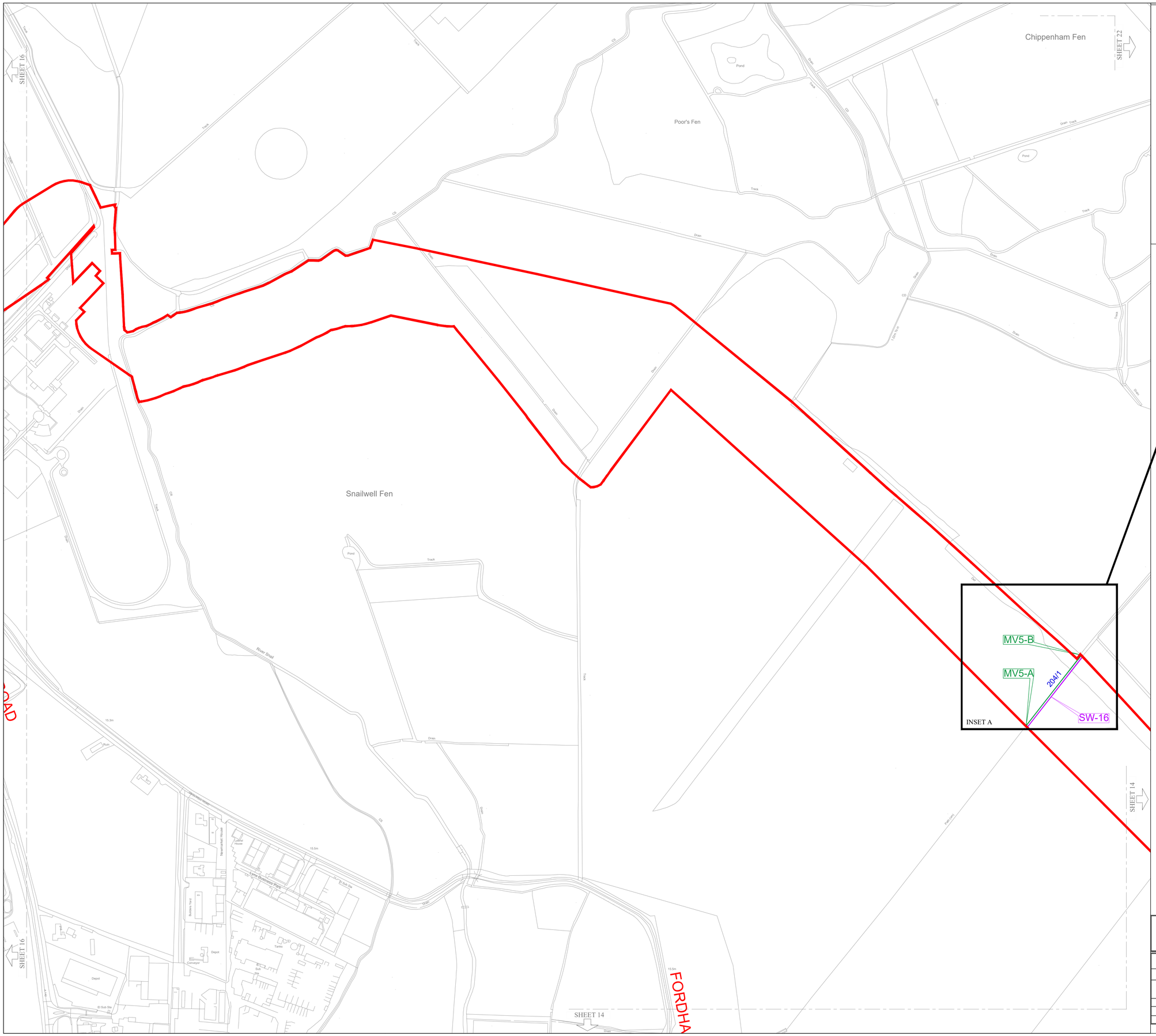
Land and Crown Land Plans - Extracts for Second Proposed Changes Application
Sheet 24 of 24

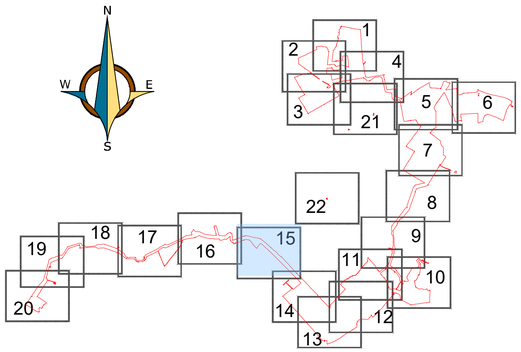
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PROJECT No:	DESIGNED:	DRAWN:	DATE:
70050915	NM	LH	12/01/2023

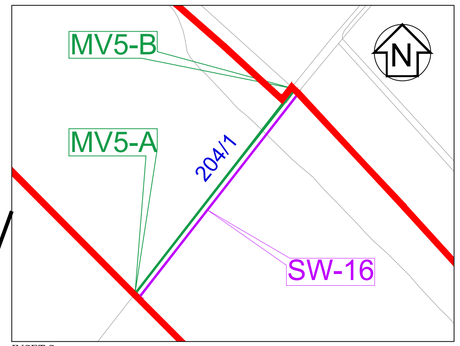
DRAWING No: 70050915-221214-WSP-PLN-DCO-001-LH-7 REV:

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Appendix I Access and Right of Way (Sheets, 15, 16 and 20)







INSET S
Scale 1:1500

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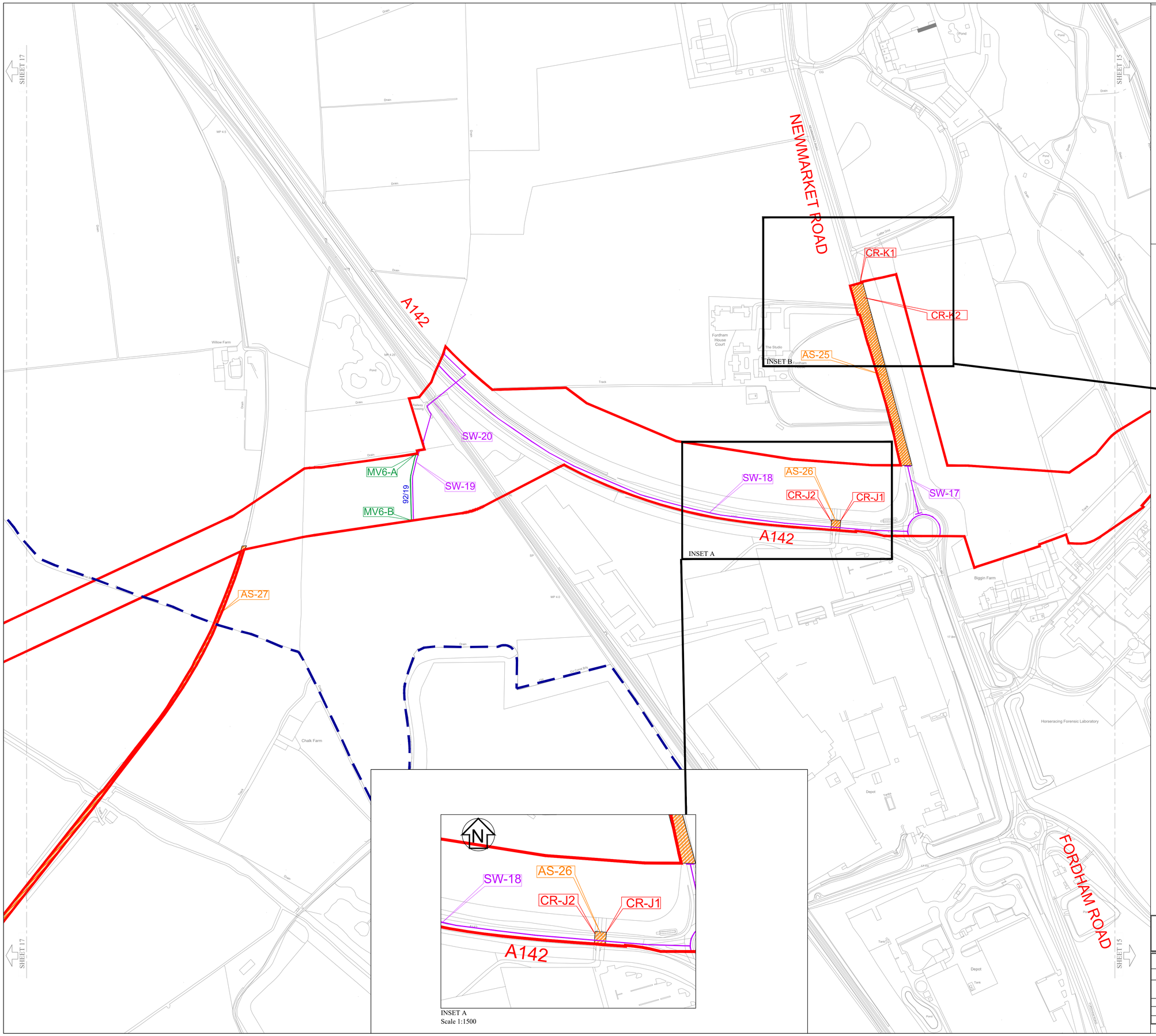
- THE ORDER LIMITS
- LOCAL AUTHORITY BOUNDARY
- FORMATION OF A NEW ACCESS TO THE HIGHWAY OR ALTERATION OR IMPROVEMENT OF AN EXISTING ACCESS TO THE HIGHWAY
- ALTERATION OF STREETS
- STREET WORKS
- AUTHORISATION OF USE OF MOTOR VEHICLES OVER PUBLIC RIGHTS OF WAY
- PERMISSIVE ROUTES
- UNMAINTAINED ROAD
- PUBLIC RIGHTS OF WAYS

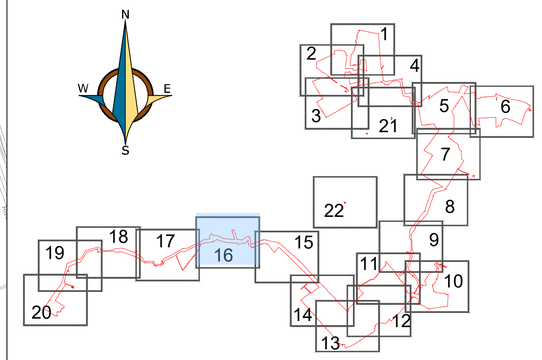
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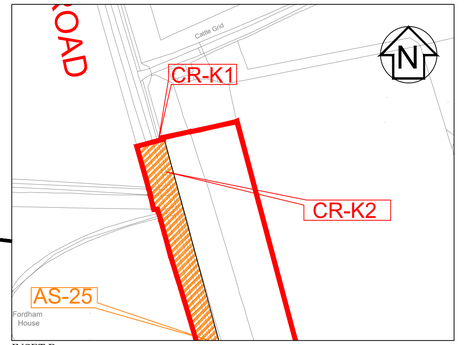
1. The Access and Rights of Way Plans should be read in conjunction with the Development Consent Order and the documents to be certified under it, in particular articles 8, 9, 10, 11 and 12 of, and Schedules 4, 5, 6 and 7 to, the Development Consent Order.
2. For information relating to the proposed temporary closure of roads and public rights of way, please see the Traffic Regulation Measures Plans - Temporary Road Closures.
3. The purple lines denoting street works and the green lines denoting the authorisation of the use of motor vehicles over public rights of way are located either along the centreline of the street or public right of way to which they relate, or adjacent to it.

PS Renewables
Green Energy Investments

PROJECT:	SUNNICA ENERGY FARM DEVELOPMENT CONSENT ORDER (DCO)			
COMPANY:	PS RENEWABLES			
LAYOUT:	IP (APFP) REGULATION 5(2) (K) - ACCESS AND RIGHTS OF WAY PLANS SHEET 15 OF 22 Document Reference 2.3			
DRAW BY:	Sergio Serna	PS RENEWABLES: 5 Stubbings Estate Maidenhead, Berkshire SL6 6QL	DATE:	02/11/2022
DESIGN BY:	Nacho Perez - Laura Picazo		SCALE:	1:2.500
CHECK BY:	David Ortiz		SIZE:	A1







INSET B
Scale 1:1500

INSET A
Scale 1:1500

- THE ORDER LIMITS
- LOCAL AUTHORITY BOUNDARY
- FORMATION OF A NEW ACCESS TO THE HIGHWAY OR ALTERATION OR IMPROVEMENT OF AN EXISTING ACCESS TO THE HIGHWAY
- ALTERATION OF STREETS
- STREET WORKS
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- PUBLIC RIGHTS OF WAYS

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PS Renewables
Green Energy Investments

PROJECT:	SUNNICA ENERGY FARM DEVELOPMENT CONSENT ORDER (DCO)
COMPANY:	PS RENEWABLES
LAYOUT:	IP (APFP) REGULATION 5(2) (K) - ACCESS AND RIGHTS OF WAY PLANS SHEET 16 OF 22 Document Reference 2.3

DRAW BY:	Sergio Sema	PS RENEWABLES: 5 Stubbings Estate Maidenhead, Berkshire SL6 6QL	DATE:	02/11/2022
DESIGN BY:	Nacho Perez - Laura Picazo		SCALE:	1:2.500
CHECK BY:	David Ortiz		SIZE:	A1

SHEET 19

SHEET 19

MV9-A

SW-26

MV9-B

MV10-B

MV10-A

35/6

35/7

SW-27

AS-33

CR-C1

CR-C2

Burwell Fen

NEWNHAM DROVE

Hallard's Fen

AS-34

CR-B1

CR-B2

INSET A

SW-28

AS-35

SW-29

CR-A1

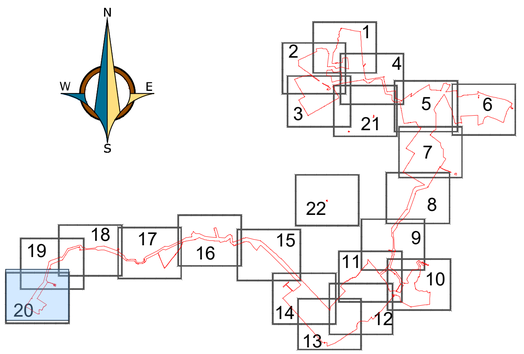
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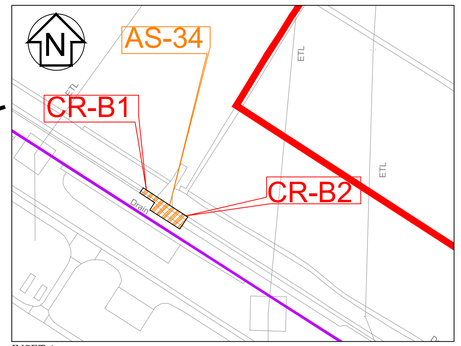
INSET B

WEIRS DROVE

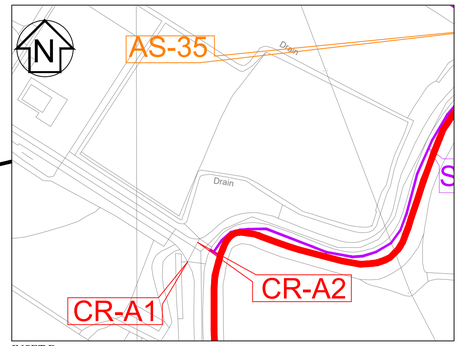
NEWNHAM

Burwell





INSET A
Scale 1:1500



INSET B
Scale 1:1500

- THE ORDER LIMITS
- LOCAL AUTHORITY BOUNDARY
- FORMATION OF A NEW ACCESS TO THE HIGHWAY OR ALTERATION OR IMPROVEMENT OF AN EXISTING ACCESS TO THE HIGHWAY
- ALTERATION OF STREETS
- STREET WORKS
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PS Renewables
Green Energy Investments

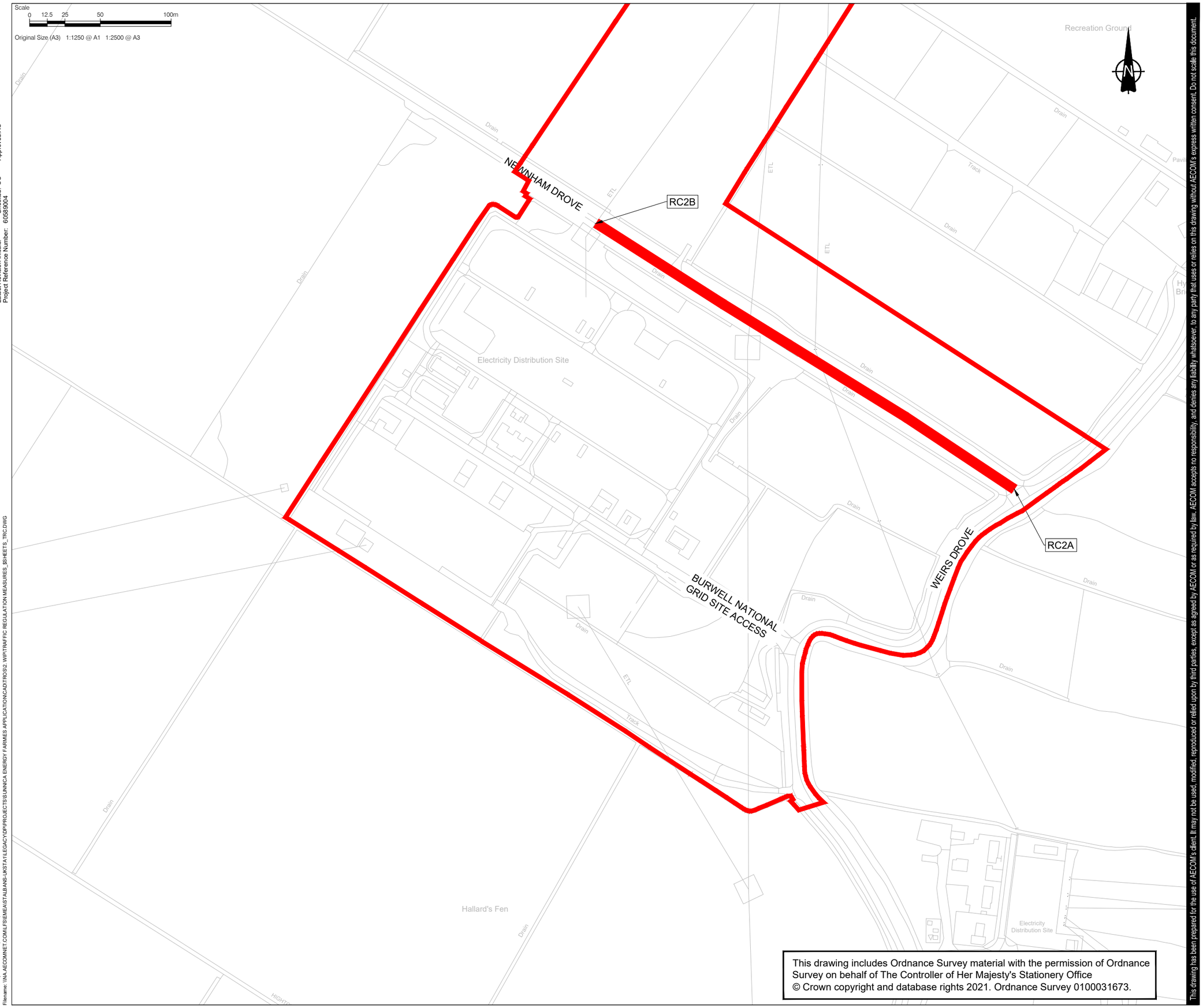
PROJECT:	SUNNICA ENERGY FARM DEVELOPMENT CONSENT ORDER (DCO)
COMPANY:	PS RENEWABLES
LAYOUT:	IP (APFP) REGULATION 5(2) (K) - ACCESS AND RIGHTS OF WAY PLANS SHEET 20 OF 22 Document Reference 2.3

DRAW BY:	Sergio Serna	PS RENEWABLES: 5 Stubbings Estate Maidenhead, Berkshire SL6 6QL	DATE:	02/11/2022
DESIGN BY:	Nacho Perez - Laura Picazo		SCALE:	1:2.500
CHECK BY:	David Ortiz		SIZE:	A1

Appendix J Traffic Regulation Measures Plans – Road Closures (Sheet 1)

Scale
0 12.5 25 50 100m

Original Size (A3) 1:1250 @ A1 1:2500 @ A3



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CONSULTANT

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St. Albans, Hertfordshire, AL1 3ER
+44(0)1727 535000 tel
+44(0)1727 535099 fax
www.aecom.com

PROJECT

Sunnica Energy Farm

CLIENT

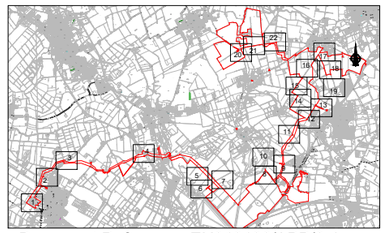
NOTE

1. THE TRAFFIC REGULATION MEASURES PLANS SHOULD BE READ IN CONJUNCTION WITH THE DEVELOPMENT CONSENT ORDER AND THE OTHER PLANS AND DOCUMENTS TO BE CERTIFIED BY IT, IN PARTICULAR ARTICLES 11 AND 44 OF, AND SCHEDULES 6 AND 14 TO, THE DEVELOPMENT CONSENT ORDER.
2. FURTHER INFORMATION IN RELATION TO PUBLIC RIGHTS OF WAY AND ACCESSES TO THE AUTHORISED DEVELOPMENT CAN BE FOUND ON THE ACCESS AND RIGHTS OF WAY PLANS.
3. THE REQUIREMENT FOR RC1A AND RC1B HAS BEEN REMOVED AND TEMPORARY ROAD CLOSURES START AT RC2

KEY

- ORDER LIMITS
- PROPOSED TEMPORARY ROAD CLOSURE
- PROPOSED TEMPORARY ROAD CLOSURE (PUBLIC RIGHT OF WAY)

SHEET PLAN



Document Reference: EN010106/APP/2.4

ISSUE/REVISION

I/R	DATE	DESCRIPTION
3	13/01/2023	CHANGE APPLICATION JANUARY 2023
2	11/11/2022	SUBMITTED AT DEADLINE 2
1	30/08/2022	CHANGE APPLICATION AUGUST 2022
0	18/11/2021	FOR DCO SUBMISSION

SHEET TITLE

TRAFFIC REGULATION MEASURES PLANS - TEMPORARY ROAD CLOSURES
INFRASTRUCTURE PLANNING
(APPLICATIONS: PRESCRIBED FORMS AND PROCEDURE) REGULATIONS 2009 5(2)(O)
SHEET 1 OF 22

SHEET NUMBER

60589004-TRM-TRC-001

SCALE

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Project Management Initials:
Latest Revision Initials:
Project Reference Number: 60589004
Designer: DC
Checked: CC
Checked: CEC
Approved:NC
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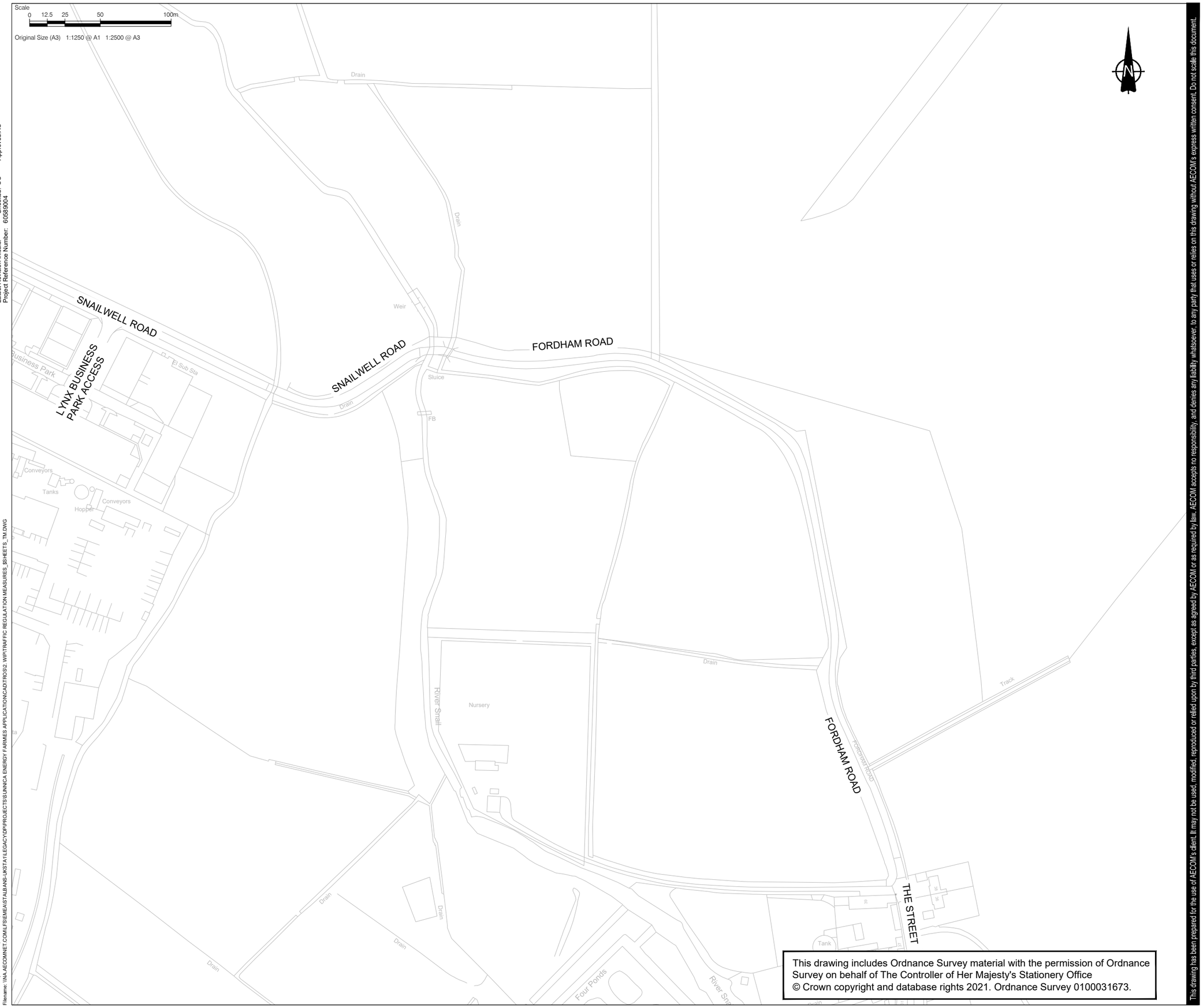
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Appendix K Traffic Regulation Measures Plans – Temporary Measures (Sheet 6)

Scale
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Original Size (A3) 1:1250 @ A1 1:2500 @ A3



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PROJECT

Sunnica Energy Farm

CLIENT

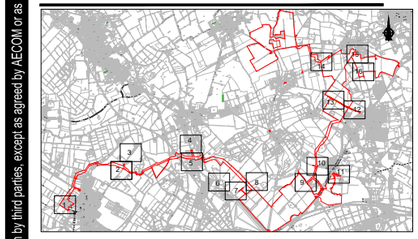
sunnica energy farm

NOTE

1. THE TRAFFIC REGULATION MEASURES PLANS SHOULD BE READ IN CONJUNCTION WITH THE DEVELOPMENT CONSENT ORDER AND THE OTHER PLANS AND DOCUMENTS TO BE CERTIFIED BY IT, IN PARTICULAR ARTICLES 11 AND 44 OF, AND SCHEDULES 6 AND 14 TO, THE DEVELOPMENT CONSENT ORDER.
2. THE INDICATIVE ACCESS LOCATIONS SHOWN ON THESE PLANS INDICATE THE GENERAL LOCATION OF THE ACCESSES TO WHICH THE TEMPORARY TRAFFIC SIGNAL MEASURES AND TEMPORARY PROHIBITION MEASURE DESCRIBED IN PARTS 2 AND 4 OF SCHEDULE 14 TO THE DEVELOPMENT CONSENT ORDER, RELATE. THESE PLANS DO NOT SHOW ALL PROPOSED ACCESSES TO THE AUTHORISED DEVELOPMENT. FURTHER INFORMATION ON THE PROPOSED ACCESSES TO THE AUTHORISED DEVELOPMENT CAN BE FOUND IN THE ACCESS AND RIGHTS OF WAY PLANS AND SCHEDULE 7 TO THE DRAFT DCO.
3. THE SHEET INTENTIONALLY DOES NOT INCLUDE ANY MEASURES.

KEY

SHEET PLAN



ISSUE/REVISION

I/R	DATE	DESCRIPTION
3	13/01/2023	CHANGE APPLICATION JANUARY 2023
2	11/11/2022	SUBMITTED AT DEADLINE 2
1	30/08/2022	CHANGE APPLICATION JULY 2022
0	18/11/2021	FOR DCO SUBMISSION

SHEET TITLE

TRAFFIC REGULATION MEASURES PLANS - TEMPORARY MEASURES
INFRASTRUCTURE PLANNING
(APPLICATIONS: PRESCRIBED FORMS AND PROCEDURE) REGULATIONS 2009 5(2)(O)
SHEET 6 OF 16

SHEET NUMBER

60589004-TRM-TM-006

SCALE

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Document Reference: EN010106/APP/2.4

Appendix L Explanatory Memorandum

SUNNICA ENERGY FARM

EN010106

Volume 3

3.2 Draft DCO Explanatory Memorandum

APFP Regulation 5(2)(c)

Planning Act 2008

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



11 November 2022

Version number: 02

Planning Act 2008

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

Sunnica Energy Farm

Draft DCO Explanatory Memorandum

Regulation Reference:	Regulation 5(2)(c)
Planning Inspectorate Scheme Reference	EN010106
Application Document Reference	EN010106/APP/3.2
Author	Sunnica Energy Farm Project Team

Version	Date	Status of Version
Rev 00	18 November 2021	Application Version
Rev 01	30 August 2022	Changes application
Rev 02	11 November 2022	Deadline 2

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2	INTRODUCTION	6
3	THE PURPOSE AND STRUCTURE OF THIS DOCUMENT	17
4	PURPOSE OF THE ORDER	20
5	PROVISIONS OF THE ORDER	24
6	SCHEDULES	45

1 GLOSSARY

"1990 Act"	The Town and Country Planning Act 1990 (as amended).
"1991 Act"	The New Roads and Street Works Act 1991 (as amended).
"2008 Act"	The Planning Act 2008 which is the legislation that governs applications for NSIPs, including pre-application consultation and publicity, the examination of applications and decision making by the Secretary of State.
"Access and Rights of Way Pans"	The Access and Rights of Way Plans which accompany the Application **[EN010106/APP/2.3]**, showing the accesses to the authorised development, the locations of street works and alterations of the layout of streets and the parts of public rights over which the Applicant seeks consent to use motor vehicles.
"APFP Regulations"	The Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009.
"Applicant"	Sunnica Limited (Company number 08826077). In the Order, the Applicant is referred to as the "undertaker".
"Application"	The Application for a DCO made to the Secretary of State under section 37 of the 2008 Act in respect of the Scheme. A DCO is required pursuant to section 31 of the 2008 Act because the Scheme comprises a NSIP under section 14(1)(a) and section 15 of the 2008 Act by virtue of it being a generating station in England with a capacity of over 50MW.
"Associated Development"	Defined under section 115(2) of the 2008 Act as development which is associated with the principal development (i.e. the NSIP) and that has a direct relationship with it. Associated development should either support the construction or operation of the principal development, or help address its impacts. It should not be an aim in itself but

	should be subordinate to the principal development.
"Book of Reference"	The Book of Reference, which accompanies the Application **[EN010106/APP/4.3]**, which is a reference document providing details of all land ownership interests within the Order Land with reference to the Land and Crown Land Plans.
"Consultation Report"	The Consultation Report, which accompanies the Application **[EN010106/APP/5.1]**, that explains the consultation undertaken by the Applicant in accordance with the 2008 Act.
"DCO"	A Development Consent Order made by the relevant Secretary of State pursuant to the 2008 Act to authorise a NSIP.
"Design Principles"	The Design Principles which are contained in the Design and Access Statement which accompanies the Application **[EN010106/APP/7.3]**.
"EIA"	Environmental Impact Assessment. The assessment of the likely significant environmental effects of the Scheme undertaken in accordance with the EIA Regulations.
"EIA Regulations"	The Infrastructure Planning (Environmental Impact Assessment) Regulations 2017 setting out how the EIA of NSIPs must be carried out and the procedures that must be followed.
"Environmental Statement"	The Environmental Statement which accompanies the Application **[EN010106/APP/6.1]**, documenting the findings of the EIA.
"Existing Substation"	The existing substation at Burwell, Weirs Drove, Burwell, Cambridge CB25 0BP, owned and operated by National Grid Electricity Transmission plc.
"Explanatory Memorandum"	This document, which explains the intended purpose and effect of the Order and the authorisations and powers it seeks.

"Flood Risk Assessment"	The Flood Risk Assessment which accompanies the Application **[EN010106/APP/6.2]**.
"Funding Statement"	The Funding Statement, which accompanies the Application **[EN010106/APP/4.2]**, that explains how the Scheme will be funded.
"Land and Crown Land Plans"	The plans which accompany the Application **[EN010106/APP/2.1]**, showing the Order Land.
"MW"	Megawatt.
"NSIP"	A Nationally Significant Infrastructure Project that must be authorised by the making of a DCO under 2008 Act.
"Order"	The Sunnica Energy Farm Order, being the DCO that would be made by the Secretary of State authorising the Scheme, a draft of which has been submitted as part of the Application **[EN010106/APP/3.1]**.
"Order Land"	The land over which the Order would authorise compulsory acquisition and temporary possession.
"Order Limits"	The limits of the land to which the Application relates and shown on the Works Plans.
"Relevant Planning Authority"	East Cambridgeshire District Council and West Suffolk Council are each the relevant planning authority for those parts of the Scheme that are in their respective administrative areas. Referred to together, these are the "**Relevant Planning Authorities**".
"Relevant County Authority"	Cambridgeshire County Council and Suffolk County Council are each the relevant county authority for those parts of the Scheme that are in their respective administrative areas. Referred to together, these are the "**Relevant County Authorities**".
"Scheme"	The development to which the Application relates and which is described in Schedule 1 to the Order. In the Order, the Scheme is

	referred to as the "authorised development".
"Secretary of State"	The Secretary of State for Business, Energy and Industrial Strategy who will determine the Application.
"the Sites"	The ~~four~~ three sites located in West Suffolk and East Cambridgeshire across which the Scheme is situated and which are named Sunnica East Site A, Sunnica East Site B~~,~~ and Sunnica West Site A ~~and Sunnica West Site B.~~ and the term "Site" means any one of Sunnica East Site A, Sunnica East Site B and~~,~~ Sunnica West Site A ~~and Sunnica West Site B~~ (as applicable).
"Statement of Need"	The Statement of Need, which accompanies the Application **[EN010106/APP/7.1]**, that explains the national need for the Scheme.
"Statement of Reasons"	The Statement of Reasons which accompanies the Application **[EN010106/APP/4.1]**, and sets out the justification for the acquisition or interference with the Order Land.
"Traffic Regulation Measures Plans – Temporary Measures"	The plans, which accompany the Application **[EN010106/APP/2.4]**, showing the temporary traffic regulation measures, including temporary speed limits, areas of temporary traffic signal control and a "no right turn" prohibition.
"Traffic Regulation Measures Plans – Temporary Road Closures"	The plans, which accompany the Application **[EN010106/APP/2.4]**, showing the roads (including public rights of way) over which the Applicant seeks authority to temporarily close.
"Works Plans"	The plans, which accompany the Application **[EN010106/APP/2.2]**, showing the Order Limits and the numbered works that form the Scheme and as described in Schedule 1 to the Order.

2 INTRODUCTION

2.1 Overview

2.1.1 This Explanatory Memorandum has been prepared on behalf of the Applicant and forms part of the Application.

2.1.2 The Applicant is seeking development consent for the Scheme, which in summary comprises the construction, operation, maintenance and decommissioning of ground mounted solar photovoltaic ("**PV**") panel arrays; a battery energy storage system; connection to the UK electricity transmission system and other associated and ancillary development. The Scheme is situated at the Sites, and includes a cable route corridor and extension to the Burwell National Grid Substation. The Scheme is located in West Suffolk and East Cambridgeshire.

2.1.3 A DCO is required for the Scheme as it falls within the definition and thresholds for a NSIP under sections 14(1) and 15 of the 2008 Act, as it consists of a generating station with a gross electrical output capacity of over 50MW, this being a ground mounted solar PV generating station.

2.1.4 The DCO, if made, would be known as the Sunnica Energy Farm Order 202*, a draft of which has been submitted with the Application.

2.1.5 This Explanatory Memorandum has been prepared to explain the purpose and effect of each article of, and schedules to, the Order, as required by Regulation 5(2)(c) of the APFP Regulations. It should be read in conjunction with the suite of documents accompanying the Application, in particular the Order, the Environmental Statement, the Works Plans, Land and Crown Land Plans, Book of Reference, Statement of Reasons, Consultation Report and Statement of Need.

2.2 Sunnica Limited

2.2.1 The Applicant is a limited company registered at Companies House under company number 08826077 and whose registered office is at 2 Crossways Business Centre Bicester Road, Kingswood, Aylesbury, England, HP18 0RA. More information on the Applicant's ownership and corporate structure is set out in the Statement of Reasons and Funding Statement.

2.2.2 On 11 November 2020, Ofgem granted the Applicant a licence to generate electricity under section 6(1)(a) of the Electricity Act 1989. As such, the Applicant is a statutory undertaker for the purposes of the Electricity Act 1989 and the 2008 Act.

2.3 The Sites

2.3.1 The Scheme spans ~~four~~ three sites: the Sunnica East Site A, Sunnica East Site B~~,~~ and Sunnica West Site A~~, and Sunnica West Site B~~ (defined as the "**Sites**"). These will be linked by a cable corridor, which will connect the Scheme to the National Grid at the Existing ~~Burwell~~ Substation in Cambridgeshire.

2.3.2 The Scheme includes the associated electrical infrastructure for connection to the national transmission system, comprising underground cables running between Sunnica East Site A, Sunnica East Site B and Sunnica West Site A (called "**Grid Connection Route A**") and then from Sunnica West Site A~~, Sunnica West Site B~~

and onwards to the Existing Burwell National Grid Substation (called "**Grid Connection Route B**"). An extension to the Burwell National Grid Substation is required if Work No. 5B is implemented. The grid connection routes have been identified as corridors of circa 100m in width and are shown on the Works Plans identified as Work No. 4.

2.3.3 The Order Limits is the area within which the Scheme may be carried out. The Order Limits is shown on the Land and Crown Land Plans and Works Plans.

2.3.4 Information about the Sites, including about the current land use and any environmental sensitivities, is provided in greater detail in Chapter 2 of the Environmental Statement, however a summary is provided below:-

Sunnica East Site A

2.3.5 The Sunnica East Site A encompasses an area of approximately 223 hectares (ha) and is located approximately 0.5 kilometres (km) south east of Isleham and 3.5km east of Mildenhall. The Sunnica East Site A straddles the boundary between the counties of Cambridgeshire and Suffolk and falls within the administrative areas of East Cambridgeshire District Council and West Suffolk Council.

Sunnica East Site B

2.3.6 The Sunnica East Site B encompasses an area of approximately 319ha and is located approximately 1.5km south-east of Mildenhall, 1.5km east of Freckenham and to the south of Worlington. The Sunnica East Site B is located within the county of Suffolk and falls within the administrative area of West Suffolk Council.

Sunnica West Site A

2.3.7 The Sunnica West Site A encompasses an area of approximately 373ha and is located approximately 1km south of Chippenham and 1.5km west of Kennett. It is bounded by the A14 to the south and straddles the A11 to the east. The Sunnica West Site A lies within the county of Cambridgeshire and in the East Cambridgeshire District Council administrative area.

Sunnica West Site B

2.3.8 The Sunnica West Site B encompasses an area of approximately 66ha and is located to the north-east of Snailwell and approximately 5.5km east of Burwell. The Sunnica West Site B lies within the county of Cambridgeshire, and in the East Cambridgeshire District Council administrative area. The Sunnica West B Site is located approximately 1.5km to the north-west of Sunnica West Site A, separated by agricultural fields and Chippenham Road.

2.4 The Scheme

2.4.1 A more detailed description of the Scheme and the Sites can be found in Chapter 3 of the Environmental Statement. It comprises one generating station, being the NSIP, which is described in Work Number 1 in Schedule 1 of the Order. The Scheme also includes Associated Development, which comprises Work Numbers 2-10 in Schedule 1 of the Order.

2.4.2 Work Number 1 is split into threefour sub-work numbers – Work No. 1A, Work No. 1B, and Work No. 1C and Work No. 1D. This is to allow differentiation between the Sites, as each sub-work corresponds to a different Site. The below information summarises all elements of the NSIP:

a. **Work No. 1** consists of a NSIP, being the ground mounted solar PV generating station with a gross electrical output capacity of over 50 MW including:-

i. **Work No. 1A** – works on the Sunnica East Site A comprising solar modules; solar stations; electrical cables including electrical cables connecting Work No. 1A to Work No. 3A (onsite substation); monitoring and control systems housed within a control room building or container; weather stations and direct current (DC) electrical boxes.

ii. **Work No. 1B** – works on the Sunnica East Site B comprising solar modules; solar stations; electrical cables including electrical cables connecting Work No. 1B to Work No. 3B (onsite substation); monitoring and control systems housed within a control room building or container; weather stations and DC electrical boxes.

iii. **Work No. 1C** – works on the Sunnica West Site A comprising solar modules; solar stations; electrical cables including electrical cables connecting Work No. 1C to Work No. 3C (onsite substation); monitoring and control systems housed within a control room building or container; weather stations and DC electrical boxes.

iv. **Work No. 1D** – works on the Sunnica West Site B comprising solar modules; solar stations; electrical cables including electrical cables connecting to Work No. 1D to Work No. 3C (onsite substation); monitoring and control systems housed within a control room building or container; weather stations and DC electrical boxes.

b. The description of Work No.1 refers to a gross electrical output of over 50MW. This is consistent with sections 14 and 15 of the 2008 Act which stipulates that a generating station which exceeds an electrical capacity of 50MW will be a NSIP and therefore development consent will be required.

2.4.3 The Associated Development for the purposes of section 115 of the 2008 Act comprises Work Nos 2 to 10 in Schedule 1 of the Order. This comprises the following elements:

a. **Work No. 2** consists of a battery energy storage system of up to 500 MW of power at the point of grid connection including:-

i. **Work No. 2A** – a battery energy storage compound on the Sunnica East Site A comprising battery energy storage cells; a structure protecting the battery energy storage cells (being either one container or multiple containers joined to each other); heating, ventilation and air conditioning (HVAC) or liquid cooling systems; battery stations; monitoring and control systems (housed within a container with the HVAC or liquid cooling systems or located separately in its own container or control room); electrical cables including electrical cables connecting to Work No. 3A (onsite substation); fire safety infrastructure and a water storage

structure for the purpose of firefighting comprising fire water tanks and fire water containment.

ii. **Work No. 2B** – a battery energy storage compound on the Sunnica East Site B comprising battery energy storage cells; a structure protecting the battery energy storage cells (being either one container or multiple containers joined to each other); heating, ventilation and air conditioning (HVAC) or liquid cooling systems; battery stations; monitoring and control systems (housed within a container with the HVAC or liquid cooling systems or located separately in its own container or control room); electrical cables including electrical cables connecting to Work No. 3B (onsite substation); fire safety infrastructure and a water storage structure for the purpose of firefighting comprising fire water tanks and fire water containment.

iii. **Work No. 2C** – a battery energy storage compound on the Sunnica West Site A comprising battery energy storage cells; a structure protecting the battery energy storage cells (being either one container or multiple containers joined to each other); heating, ventilation and air conditioning (HVAC) or liquid cooling systems; battery stations; monitoring and control systems (housed within a container with the HVAC or liquid cooling systems or located separately in its own container or control room); electrical cables including electrical cables connecting to Work No. 3C (onsite substation); fire safety infrastructure and a water storage structure for the purpose of firefighting comprising fire water tanks and fire water containment..

b. **Work No. 3** – onsite substations including:-

i. **Work No. 3A** – works on the Sunnica East Site A comprising a substation; control building or container; welfare facilities; hardstanding areas and electrical cables connecting the substation to Work Nos. 1A, 2A and 4 (electrical cables connecting to the extension to the Existing Substation).

ii. **Work No. 3B** – works on the Sunnica East Site B comprising a substation; shunt reactor; control building or container; welfare facilities; hardstanding areas and electrical cables connecting the substation to Work Nos. 1B, 2B and 4 (electrical cables connecting to the extension to the Existing Substation).

iii. **Work No. 3C** – works on the Sunnica West Site A comprising a substation; control building or container; welfare facilities; hardstanding and parking areas and electrical cables connecting the substation to Work Nos. 1C, ~~1D,~~ 2C and 4 (electrical cables connecting to the extension to the Existing Substation).

c. **Work No. 4** – works to lay electrical cables connecting each of the Sites to each other and then connecting to ~~Work No. 5~~the Existing Substation, and up to 15 temporary construction laydown areas required for the rolling construction of the electrical cable comprising areas of hardstanding, compacted ground or track matting; car parking; area to store materials and equipment; site and welfare offices and workshops; security infrastructure,

including cameras, perimeter fencing and lighting; safety infrastructure to warn and manage traffic when crossing roads or other obstacles; site drainage and waste management infrastructure and electricity, water, waste water and telecommunications connections.

~~c.~~d. **Work 5** – Not used

~~d. **Work No. 5** – works in connection with an extension to the Existing Substation including:-~~

~~i. **Work No. 5A** – when submitted, the application included an option, Option 1, for a location for the extension to the Existing Substation. Following representations from National Grid Electricity Transmission, the Applicant requested changes to its application to remove Option 1 and so Work No. 5A is not used.~~

~~ii. **Work No. 5B** – the second option, Option 2, for the extension to the Existing Substation including laydown area; a transformer compound; substation; control building; underground and above ground electrical cables including electrical cables connecting to the Existing Substation; electrical bays to connect into existing network within the Existing Substation including disconnectors and ancillary equipment; permanent means of access; security and site lighting infrastructure, including cameras, perimeter fencing, and flood protection infrastructure.~~

~~iii. **Work No. 5C** – works to enable the extension to the Existing Substation including underground and above ground electrical cables including electrical cables connecting to the Existing Substation; soft landscaping including planting, and landscape and biodiversity mitigation measures.~~

e. **Work No. 6** – works to create, enhance and maintain green infrastructure, including:-

i. **Work No. 6A** – works on the Sunnica East Site A comprising soft landscaping; landscape and biodiversity enhancement measures; earth works; permissive paths; hard standing and hard landscaping; drainage and irrigation infrastructure; means of enclosure and the improvement, maintenance and use of existing private tracks.

ii. **Work No. 6B** – works on the Sunnica East Site B comprising soft landscaping; landscape and biodiversity enhancement measures; earth works; permissive paths; hard standing and hard landscaping; drainage and irrigation infrastructure; means of enclosure and the improvement, maintenance and use of existing private tracks.

iii. **Work No. 6C** – works on the Sunnica West Site A comprising soft landscaping; landscape and biodiversity enhancement measures; earth works; hard standing and hard landscaping; drainage and irrigation infrastructure; means of enclosure and the improvement, maintenance and use of existing private tracks.

~~iv. **Work No. 6D** – works on the Sunnica West Site B comprising soft landscaping; landscape and biodiversity enhancement measures; earth works; hard standing and hard landscaping; drainage and irrigation infrastructure; means of enclosure and the improvement, maintenance and use of existing private tracks.~~

f. **Work No. 7** – temporary construction laydown areas including:-

   i. **Work No. 7A** – a temporary construction laydown area on the Sunnica East Site A comprising areas of hardstanding; car parking; site and welfare offices and workshops; security infrastructure; site drainage and waste management infrastructure and electricity, water, waste water and telecommunications connections.

   ii. **Work No. 7B** – a temporary construction laydown area on the Sunnica East Site B comprising areas of hardstanding; car parking; site and welfare offices and workshops; security infrastructure; site drainage and waste management infrastructure and electricity, water, waste water and telecommunications connections.

   iii. **Work No. 7C** – a temporary construction laydown area on the Sunnica West Site A comprising areas of hardstanding; car parking; security infrastructure; site drainage and waste management infrastructure and electricity, water, waste water and telecommunications connections.

   ~~iv. **Work No. 7D** – a temporary construction laydown area on the Sunnica West Site B comprising areas of hardstanding; car parking; security infrastructure; site drainage and waste management infrastructure and electricity, water, waste water and telecommunications connections.~~

g. **Work No. 8** – office and warehouse buildings and permanent compounds comprising:-

   i. **Work No. 8A** – a warehouse building and a permanent compound on the Sunnica East Site A comprising a warehouse building for the storage of spare parts and office and welfare facilities; a canteen located either within the warehouse building or in a separate container or building; waste skips; parking areas and a permanent compound area.

   ii. **Work No. 8B** – a warehouse building and a permanent compound on the Sunnica East Site B comprising a warehouse building for the storage of spare parts and office and welfare facilities; a canteen located either within the warehouse building or in a separate container or building; waste skips; parking areas and a permanent compound area.

h. **Work No. 9** – works to existing streets to facilitate access to Work Nos. 1 to 8.

i. **Work No. 10** – works to create and maintain a stone curlew reserve.

j. The Associated Development includes such other works or operations as may be necessary or expedient for the purposes of or in connection with the construction, operation and maintenance of the Scheme but only within the Order Limits and insofar as these works or operations are unlikely to give rise to any materially new or materially different environmental effects from those assessed in the Environmental Statement, including:-

   i. works within highways, including:-

      a. the alteration of the layout of any street permanently or temporarily, including increasing or reducing the width or level of the carriageway of any street by increasing or reducing the width of any kerb, footway, cycleway, or verge within the street

including removal of any vegetation and works for the strengthening, improvement, repair, maintenance or reconstruction of any street;

b. street works, including breaking up or opening a street, or any sewer, drain or tunnel under it, and tunnelling or boring under a street;

c. relocation, removal or provision of new road traffic signs, signals, street lighting, road restraints and carriageway lane markings;

d. works to place, alter, remove or maintain street furniture or apparatus (including statutory undertakers' apparatus) in, under or above a street; and

e. works to facilitate traffic management and to deliver information relating to the authorised development;

ii. works for the provision of fencing and security measures such as CCTV, columns, lighting, DC string boxes and communication boxes;

iii. laying down of internal access tracks, ramps, means of access, footpaths, roads and cycle routes;

iv. bunds, embankments, trenching and swales;

v. boundary treatments, including means of enclosure;

vi. glint and glare boarding;

vii. laying out and surfacing of permissive paths, including the laying and construction of drainage infrastructure, signage and information boards;

viii. foundations for structures or buildings being piles driven into the ground, piles rammed into a pre-drilled hole, a pillar attaching to a steel ground screw, pillars fixed to a concrete foundation, or a pillar set in concrete in a pre-made hole in the ground (micro piled);

ix. works to the existing irrigation system and works to alter the position and extent of such irrigation system;

x. electrical, gas, water, foul water drainage and telecommunications infrastructure connections and works to, and works to alter the position of, such services and utilities connections;

xi. works to alter the course of, or otherwise interfere with, non-navigable rivers, streams or watercourses;

xii. surface water drainage systems, storm water attenuation systems including storage basins, oil water separators, including channelling

and culverting and works to existing drainage systems;

xiii. site establishments and preparation works including site clearance; earthworks and excavations; the alteration of the position of services and utilities; and works for the protection of buildings and land; and

xiv. tunnelling, boring and drilling works.

2.4.4 Work No. 2 consists of a battery energy storage system with a gross storage capacity of over 50 MW and up to 500 MW of power at the point of grid connection and related infrastructure, which would be situated on Sunnica East Site A, Sunnica East Site B and Sunnica West Site A. In previous DCO applications which contained a battery energy storage element as an aspect of an energy generating station (such as the **Cleve Hill Solar Park Order 2020**), this part of the authorised development was categorised as a NSIP in itself, as an energy storage facility with a gross storage capacity of over 50 MW fell within the definition of an onshore generating station under sections 14(1) and 15 of the 2008 Act. However, the legislative position has recently changed. As of 2 December 2020, energy storage facilities with a proposed capacity of over 50 MW (with the exception of pumped hydroelectric storage) are no longer defined as NSIPs under the 2008 Act, and therefore where they form part of a DCO application are now classified as associated development rather than a separate NSIP. The Infrastructure Planning (Electricity Storage Facilities) Order 2020 amended section 15 of the 2008 Act to include section 15(3C) which carves out of the NSIP definition any energy generating capacity provided by the storage facility and states that this capacity is to be disregarded when considering whether a generating station has a proposed capacity of over 50 MW.

2.4.5 Work No. 2 has a direct relationship with Work No.1 because it will take any over generation of electricity produced in times of peak capacity and store it until it needs to be released. This increases the efficiency of the solar farm and permits the most effective capture of energy thereby supporting its operation as a generating station and the export of electricity to the national grid. The battery energy storage system would not be constructed without the solar farm and whilst the solar farm is supported by the battery energy storage system, it is not dependent upon it.

2.4.6 The description of Work No~~s~~.1 ~~and 2~~ does not refer to an upper limit on the capacity of the generating station ~~and battery storage facility~~ that development consent is being sought for. It is not considered that imposing an upper limit is desirable or necessary. The DCO includes reference to the means by which the parameters of the Scheme will be constrained (for example, the area in which Work No~~s~~. 1 ~~and 2 are~~is to be located is clearly identified on the Works Plans and the Order will require those works to be constructed only in those areas) and it is on this basis which the EIA has been undertaken, as is set out in the Environmental Statement. There is no reason to limit the electrical output ~~capacity~~ of the generating station that is part of the Scheme provided those parameters are adequately captured in the Order. Based on the extensive pre-application consultation undertaken, which is explained in detail in the Consultation Report, the Applicant is confident that those parameters are adequately secured in the Order.

2.4.7 There are clear advantages in not imposing an upper limit on capacity. For example, the Applicant may take advantage of technological improvements and innovation that may emerge before construction, which would enable it to still construct the Scheme within the assessed parameters, but increase capacity beyond that which is currently anticipated. It is in the public interest and accords with national policy to facilitate efficient and maximum generation from renewable sources, which is explained further in the Statement of Need. This approach taken has precedent in the **Cleve Hill Solar Park Order 2020**.

~~2.4.7~~2.4.8 The description of Work No. 2 refers to an upper limit on the capacity of the energy storage facility that development consent is being sought for. This restricts the Applicant from developing a battery storage facility that has a capacity greater than 500 MW of power at the point of the grid connection, which is the maximum capacity of the connection of the Scheme into the national grid at the Existing Substation under the terms of the grid connection agreement the Applicant has entered into with National Grid Electricity Transmission.

2.5 Phasing

2.5.1 The Applicant requires flexibility to construct the Scheme in phases. Requirement 3 in Schedule 2 of the Order allows for phasing of the Scheme, by way of allowing phased discharge of the requirements.

2.6 Parameters of the Order

2.6.1 The design parameters of the Scheme are set out in the Design Principles. These Design Principles are the basis on which the assessment set out in the Environmental Statement has been undertaken. The Design Principles capture the important parameters that are necessary to ensure that the Scheme is constructed in such a way that the impacts and effects would not exceed the likely worst-case scenario assessed in the Environmental Statement.

2.6.2 The detailed design of the Scheme in accordance with the Design Principles is secured in requirement 6 of the Order. This approach is taken to ensure suitable flexibility in the design of the Scheme, such that new technology can be used, while ensuring that the development will always comply with the Environmental Statement. The principle of using a design envelope is recognised as appropriate for a wide range of NSIPs and is described in the Planning Inspectorate's Advice Note 9: Rochdale Envelope (July 2018).

2.6.3 Solar PV and battery energy storage systems are rapidly evolving and as a result the Order and Works Plans propose a degree of flexibility to allow the latest technology to be utilised at the time of construction. The Order and Works Plans also allow for a flexible use of space within the Sites both in terms of the type of activity that can be undertaken in a given area and in temporal terms. The flexibility sought, and how this has been accounted for in the assessment in the Environmental Statement, is set out in the table below.

Flexibility Sought	**Assessment Approach**
Areas of land will be able to be used as each, or a combination of, solar	Where this flexibility is sought on the Works Plans, the assessments have all taken a

PV (Work No. 1), battery energy storage system (Work No. 2), on-site substation (Work No. 3) and/or in some instances, as an operational compound (Work No. 8)	consistent worst case approach of assuming the maximum spatial parameters for these infrastructure elements set out in the Works Plans, Chapter 3 of the Environmental Statement and the Design Principles, with a massing of the battery energy storage system, and one substation, within these areas assumed as the worst case for all disciplines. Where necessary, the office compound use has also been considered where it would lead to specific effects were that use to be in place instead of other infrastructure.
Land used for temporary construction compounds during construction, including the construction car park within Sunnica West Site A (Work No. 7) will be able to be used as solar PV once its construction use is completed.	The temporary use during construction is assessed as part of the construction phase assessment. Solar PV panels have been assumed to be in place at these locations in the operational assessments.
In Sunnica East Site B, the construction car park will be able to be used as solar PV (Work No. 1), battery energy storage system (Work No. 2), and/or on-site substation (Work No. 3) once its construction use is completed.	The temporary use during construction is assessed as part of the construction phase assessment. The operational assessments have assumed the worst case operational use of a massing of the battery energy storage system and one substation, within the maximum spatial parameters for this infrastructure element set out in the Works Plans, Chapter 3 of the Environmental Statement and the Design Principles.
Cabling will be able to take place across the Scheme Sites, including underneath landscaping (Work No. 6) and other construction and operational areas (Work Nos 1-3, 7-8) and in Sunnica East B, under grassland to be used as a stone curlew reserve (Work 10)	Underground works have been assumed in all areas where this is permitted on the Works Plans and above ground works have been assumed in all areas where they are permitted on the Works Plans.

2.6.4 Given the flexibility applied for and in order to ensure a robust assessment of the likely significant environmental effects of the Scheme, the Environmental Impact Assessment (EIA) has been undertaken adopting the principles of the 'Rochdale Envelope' where appropriate, as described in the Planning Inspectorate Advice Note 9. This involves assessing the maximum (and where relevant, minimum) parameters for the Scheme where flexibility needs to be retained, as set out above. Where specific elements of flexibility have needed to be considered by a technical discipline in the context of the parameters set out in Chapter 3 of the

Environmental Statement, this has been confirmed within the relevant topic chapters of this Environmental Statement. This approach sets worst case parameters for the purpose of the assessment but does not constrain the Scheme from being built in a manner that would lead to lower environmental impacts. The Order secures the likely worst case parameters, providing certainty that the impacts of the Scheme will be no worse than those assessed as part of this environmental assessment.

3 THE PURPOSE AND STRUCTURE OF THIS DOCUMENT

3.1.1 This Explanatory Memorandum has been prepared to explain the purpose and effect of each article of, and the Schedules to, the Order, as required by Regulation 5(2)(c) of the APFP Regulations. This Explanatory Memorandum also explains why each article of, and Schedule to, the Order is required for the Scheme.

3.1.2 It also seeks to identify and explain departures from the Infrastructure Planning (Model Provisions) (England and Wales) Order 2009 (the "**model provisions**"). While the power for the Secretary of State to designate, and the requirement to have regard to, model provisions have both been removed by the Localism Act 2011, the Applicant considers that it is still relevant to note and explain variations made in the Order compared to the model provisions.

3.1.3 The Order includes a number of provisions to enable the construction, maintenance, operation and decommissioning of the Scheme. This reflects the integrated consenting objective of the 2008 Act regime. The provisions have been drafted to accord with the wide-ranging powers at section 120 of the 2008 Act, but also the limitations, requirements and exceptions imposed by section 120(8) and sections 122 to 152 so far as these are relevant to the Scheme.

3.1.4 The provisions contained in the Order are briefly described below and then considered in more detail in the following sections:-

a. **Part 1 (Preliminary): Article 1** sets out sets out what the Order may be cited as and when it comes into force. **Article 2** sets out the meaning of the defined terms used in the Order;

b. **Part 2 (Principal Powers): Articles 3 to 5** provide development consent for the Scheme, and allow it to be constructed, operated and maintained by the undertaker. **Articles 6 and 7** relate to the application and modification of certain legislative provisions and defence to proceedings in respect of statutory nuisance respectively;

c. **Part 3 (Streets): Articles 8 to 13** provide the undertaker with a suite of powers in relation to street works. The powers include the ability for the undertaker to be able to carry out works to and place and retain apparatus within, streets; to alter the layout of streets, both permanently and temporarily; to construct and maintain new or altered means of access; to temporarily stop up or divert public rights of way and to enter into agreements with street authorities;

d. **Part 4 (Supplemental Powers): Articles 14 to 17** set out four supplemental powers relating to the discharge of water; the removal of human remains; undertaking protective works to buildings and the authority to survey and investigate land;

e. **Part 5 (Powers of Acquisition): Articles 18 to 31** provide for the undertaker to be able to compulsorily acquire the Order Land and rights over and within it, and to be able to temporarily use parts of the Order Land for the construction or maintenance of the Scheme. **Article 19** sets out a time limit for the exercise of the compulsory acquisition powers and **Article 21** provides for the

undertaker to suspend or extinguish certain private rights. The provisions provide for compensation to be payable to affected persons in respect of these powers, where that is not already secured elsewhere. **Articles 27 and 28** also provide for the temporary use of land for constructing and maintaining the Scheme. **Article 29** also provides for powers in relation to the land and apparatus of statutory undertakers;

f. **Part 6 (Miscellaneous and General): Articles 32 to 45** include various general provisions in relation to the Order:-

   i. **Article 32** sets out who has the benefit of the powers contained in the Order and **Article 33** sets out how those powers can be transferred.

   ii. **Articles 34 and 35** provide (respectively) for how landlord and tenant law applies in relation to the Order and that the Order Land will be "operational land";

   iii. **Articles 36 and 37** provide (respectively) powers in relation to trees which need to be removed or lopped and for hedgerows to be removed in relation to the Scheme and in relation to trees subject to tree preservation orders;

   iv. **Articles 38 to 45** include provisions relating to the certification of plans and documents relevant to the Order; arbitration; protection for statutory undertakers through the protective provisions (set out in Schedule 12); service of notices under the Order; procedure in relation to approvals required under the Order; provisions relating to traffic management; guarantees in respect of the payment of compensation; and protection of Crown rights.

3.1.5 There are then 14 schedules to the Order, providing for:

a. **Schedule 1** – the description of the Scheme;

b. **Schedule 2** - the requirements that apply to the Scheme (i.e. the controls that apply to how the Scheme is constructed, operated, maintained and decommissioned, similar to planning conditions) **Schedule 13** then contains details of the procedure for discharge of requirements and other consents, agreements or approvals required under the Order;

c. **Schedule 3** – a list of the local legislation relating to rivers and watercourses that the Order will disapply insofar as any provisions are inconsistent with the powers contained in the Order;

d. **Schedules 4 to 7** - matters in relation to street works and alterations, accesses and rights of way;

e. **Schedule 8** – details of land in which only new rights may be acquired;

f. **Schedule 9** - amendments to legislation to ensure appropriate compensation is payable where new rights over land are acquired under the Order;

g. **Schedule 10** – the documents and plans to be certified by the Secretary of State;

h. **Schedule 11** - arbitration rules that apply to most arbitrations in connection with the Order;

i. **Schedule 12** - provisions for the protection of statutory undertakers and their apparatus;

j. **Schedule 14** – contains details of the streets subject to temporary traffic regulation measures.

4 PURPOSE OF THE ORDER

4.1.1 The Scheme involves an onshore generating station with a capacity of over 50MW, located in England, and is therefore a NSIP under sections 14(1)(a) and 15 of the 2008 Act. The Applicant requires development consent under the 2008 Act in order to construct, maintain and operate the Scheme. Under section 37 of the 2008 Act, development consent may only be granted by a DCO, following an application to the Secretary of State.

4.1.2 The Applicant is therefore making an application to the Secretary of State for a DCO for the Scheme. In the Order, the Scheme is referred to as the "**authorised development**". The Order refers to the person authorised to exercise the powers in the Order as the "**undertaker**" and defines the undertaker as Sunnica Limited.

4.1.3 In addition to providing for the construction, maintenance and operation of the Scheme, the Order will, in accordance with section 120(3), section 122 and Schedule 5 of the 2008 Act, authorise the acquisition of land and rights over land (including the imposition of restrictive covenants), and the extinguishment of, or interference with, interests in or rights over land.

4.1.4 The Book of Reference sets out a description of, and interests included in, the Order Land, and this is shown on the Land and Crown Land Plans. The Order provides for land to be compulsorily acquired, rights to be compulsorily acquired (including the imposition of restrictive covenants) and what other rights and interests that will be affected. The Order and the Book of Reference should be read together with the Land and Crown Land Plans and the Statement of Reasons, which sets out the justification for the inclusion of compulsory acquisition powers in the Order.

4.1.5 The matters for which development consent is sought are summarised in sections 4.1.7 and 4.1.8 below and described more formally in Schedule 1 to the Order.

4.1.6 Section 115(1) of the 2008 Act provides that development consent may be granted for Associated Development, as well as for the NSIP. The Secretary of State must therefore be satisfied that all the elements included within the authorised development are either the NSIP or are Associated Development, in order to include them in the Order.

4.1.7 The ground mounted solar PV generating station within Work No. 1 in Schedule 1 of the Order constitutes "development for which development consent is required", as it is defined as a NSIP, as set out at 4.1.1 above.

4.1.8 The Order also includes other development which is Associated Development, included at Work Nos. 2 to 10 of Schedule 1 of the Order. The Applicant has considered these works against the policy and criteria in the Department for Communities and Local Government (now the Department for Levelling Up, Housing and Communities) 'Guidance on Associated Development applications for major infrastructure projects' (April 2013) (the "**Guidance**") - it is clear that all of these works come within the guidance and are clearly capable of being granted development consent by the Secretary of State pursuant to section 115 of the 2008 Act.

4.1.9 The approach taken by the Applicant between those parts of the authorised development which form the NSIP and those parts that form Associated Development follows the approach taken by other DCO applications to date, most notably the **Cleve Hill Solar Park Order 2020**, which also comprised ground mounted solar PV panel arrays, a battery energy storage system and ancillary development (although it should be noted that at the time the Cleve Hill Solar Park Order was made, battery energy storage over 50MW was classed as a NSIP in its own right. This position has now changed, as summarised above in paragraph 2.4.4).

4.1.10 In particular, Work Nos. 2 to 10 are:

a. all directly associated with the NSIP, as they are all required to support the construction, maintenance or operation of the generating station, or to mitigate its impacts (paragraph 5(i) of the Guidance);

b. all subordinate to the NSIP - none of them are an aim in themselves (paragraph 5(ii));

c. not only necessary as a source of additional revenue for the Applicant, in order to cross-subsidise the cost of the NSIP (paragraph 5(iii));

d. all proportionate to the nature and scale of the NSIP (paragraph 5(iv));

e. all of a nature which is typically brought forward alongside a solar generating station (paragraph 6);

f. all listed in or analogous to the types of associated development listed in Annexes A and B to the Guidance. Those annexes mention:

i. In Annex A, "Connections to national, regional or local networks", including electricity networks and in Annex B, “underground lines”, “substations”, “jointing pits”, and “control buildings” would include the electrical compounds and grid connection works (Work Nos. 2, 3~~,~~ and 4 ~~and 5~~);

ii. In Annex A, “Formation of new or improved vehicular or pedestrian access, whether temporary or permanent", “Alteration or construction of roads, footpaths” “Parking spaces for workers” and “lay down areas” (Work Nos. 3, 4, ~~5 ,~~ 7, 8 and 9);

~~iii. In Annex A, “Flood defences and flood mitigation measures” (flood defence infrastructure included in Work No. 5);~~

~~iv.~~iii. In Annex A, “Creation of compensatory habitat” would include the stone curlew reserve (Work No. 10);

~~v.~~iv. In Annex A, Hard and soft landscaping would include landscaping and other works to mitigate adverse impacts (Work Nos. ~~5,~~ 6 and 10); and

~~vi.~~v. In Annex A, "Security measures" and " Working sites, site offices and laydown areas” (Work Nos. 4, ~~5,~~ 7 and 8).

4.1.11 As the Order seeks to apply and modify statutory provisions, including those relating to the compulsory acquisition of land, the Order has been drafted as a statutory instrument, in accordance with sections 117 and 120 of the 2008 Act.

4.2 Compulsory Acquisition

4.2.1 In addition to providing for the construction and operation of the authorised development, the Order will, in accordance with section 122 and section 120(3) / Schedule 5 of the 2008 Act, authorise the acquisition of land and rights over land, and the extinguishment of, or interference with, interests in or rights over land.

4.2.2 The Book of Reference sets out a description of the land and interests in the Order split by "plots." The plots are shown on the Land and Crown Land Plans.

4.2.3 The Order provides for the area which can be compulsorily acquired and what rights can be acquired, and what other rights and interests will be affected. The Order and Book of Reference should be read together with the Statement of Reasons which accompanies the Application and sets out the justification for the acquisition or interference with the Order Land. Further information on the compulsory acquisition powers sought is provided below.

4.3 Statutory undertakers' land and apparatus

4.3.1 The interests held by each statutory undertaker identified by the Applicant as owning land or having a right to keep or access apparatus within the Order Land are identified in the Book of Reference.

4.3.2 Section 127(2) of the 2008 Act states that a DCO may only include provision authorising the compulsory acquisition of statutory undertakers' land to the extent that:

a. the land can be purchased and not replaced without serious detriment to the carrying on of the undertaking; or

b. the land can be replaced by other land belonging to or available for acquisition by the undertakers without serious detriment to the carrying on of the undertaking.

4.3.3 Section 127(5) of the 2008 Act states that a DCO may only include provision authorising the compulsory acquisition of a right over statutory undertakers' land by the creation of a new right over land to the extent that:

c. the land can be purchased without serious detriment to the carrying on of the undertaking; or

d. any detriment to the carrying on of the undertaking, in consequence of the acquisition of the right, can be made good by the undertakers by the use of other land belonging to or available for acquisition by them.

4.3.4 Section 138 of the 2008 Act states that a DCO may only include provision for the extinguishment of rights of way, or rights to lay down, erect, continue or maintain apparatus on, under or over the land belonging to statutory undertakers for the purposes of their undertakings only if the Secretary of State is satisfied that the extinguishment is necessary for the purpose of carrying out the development to which the DCO relates.

4.3.5 The Order includes protective provisions in respect of statutory undertakers (see Article 40 and Schedule 12). The Applicant is currently seeking to agree the form of protective provisions with the affected undertakers. Further details as to how

the tests under sections 127 and 138 of the 2008 Act have been satisfied are set out in the Statement of Reasons.

5 PROVISIONS OF THE ORDER

5.1.1 The Order consists of 45 operative provisions, each referred to as Articles and 14 Schedules. The Articles are considered below in numerical order (split between the different Parts of the Order), and Schedules are considered along with the Article which introduces them or to which they relate. Given the Order refers to the Applicant as the "undertaker", for ease when reading this document with the Order we use the term "undertaker" when explaining the provision of the Order below.

5.2 Part 1 (Preliminary) and Part 2 (Principal Powers)

5.2.1 Articles 1 (*Citation and commencement*) and 2 (*Interpretation*) are preliminary provisions. Article 1 provides for the way in which the Order should be cited and when it takes effect.

5.2.2 Article 2 (*Interpretation*) provides for the interpretation of the rest of the Order, including the Schedules. Where appropriate, some Schedules also contain provisions setting out what terms mean in that particular Schedule. Article 2 makes alterations to the model provisions to accommodate departures from model provisions elsewhere in the Order, and to add required definitions, including:

a. definitions of documents submitted as part of the Application and which are referred to in the Order have been added. These documents are more fully identified in the table in Schedule 10 to the Order;

b. the definition of “apparatus” has the same meaning as in Part 3 of the 1991 Act. However, for the purposes of the Order this has been expanded to include pipelines, aerial markers, cathodic protection test posts, field boundary, markers, transformer rectifier kiosks, electricity cables (excluding the electrical cables defined separately in Article 2), telecommunications equipment and electricity cabinets. This is required to ensure that the definition of apparatus is sufficiently broad to encompass the type of apparatus that the undertaker may encounter when constructing the authorised development. This definition has precedent in the **Riverside Energy Park Order 2020**;

c. the definition of "authorised development" means the development and associated development described in Schedule 1 of the Order and includes development as defined in section 32 of the 2008 Act. The definitions of “ancillary works” and “authorised project” from the model provisions have not been used in the Order, instead the concept of Associated Development is included in the definition of "authorised development" and is described in detail in Schedule 1, as it is considered that this drafting is neater;

d. the definition of “commence" is defined so as to exclude “permitted preliminary works”. This exclusion is required to enable the undertaker to carry out certain preparatory works prior to the submission of relevant details for approval under the requirements contained in Schedule 2 to the Order so that certain works can be carried out without "commencing" the authorised development, in order to build the required flexibility into how the authorised development can be constructed. The works identified in the “permitted preliminary works” include pre-commencement activities such as surveys, monitoring and site investigations which are considered appropriate as the nature of these works

~~(i.e. non-intrusive, above ground works or actions)~~ means they are not expected to give rise to environmental effects requiring mitigation. However, the undertaker does recognise that prior to some of the works identified as “permitted preliminary works”, there may be a requirement to submit details to the Relevant Planning Authority pursuant to relevant requirements in Schedule 2. Where this is the case, the requirement expressly prevents the "permitted preliminary works" from being carried out until those details have been approved.

e. a definition of “electrical cables” has been added to define the types of cables that will be installed in respect of Works Nos 1, 2, 3 and~~,~~ ~~4 and 5~~. With respect to Work Nos 1, 2 and 3, “electrical cables” means 33 kilovolt cables, low voltage cables, earthing cables and optical fibre cables. With respect to Work No 4, “electrical cables” means 33 kilovolt cables, ~~132 kilovolt,~~ 400 kilovolt cables, earthing cables and optical fibre cables. ~~With respect to Work No 5, “electrical cables” means 132 kilovolt cables and 400 kilovolt cables, earthing cables and optical fibre cables.~~ This definition also includes data cables and auxiliary cables in respect of the listed cables and works associated with laying these cables including jointing bays, fibre bays, cable ducts, cable protection, joint protection, manholes, kiosks, marker posts, underground cable marker, tiles and tape, send and receive pits for horizontal directional drilling, trenching, lighting, and a pit or container to capture fluids associated with drilling.

f. a definition of "limits of deviation" has been added and operates by reference to the Works Plans. These are the areas within which the authorised development can be constructed and are required so that the design of the authorised development does not lead to effects that would exceed the worst-case scenario assessed in the Environmental Statement, see further below in relation to Article 3;

g. a definition of "maintain" has been added to make clear what activities are authorised under Article 5 (see 5.2.10 below) during the operation of the authorised development;

    i. The definition has been drafted to directly reflect the nature and context of the authorised development, which will need to be properly maintained, managed and protected throughout its operational lifetime. The drafting, therefore, reflects this operational period and likely framework of maintenance that will be required while enabling technological and practice advancement and improvements within identified environmental performance standards. Therefore, some flexibility must be built in to what maintenance of the authorised development will involve, particularly to keep up with changing standards and controls and advances in technology;

    ii. For the purposes of the authorised development, examples of the activities anticipated to be covered are listed below:

        (1) **Maintenance and inspection:** Throughout the life of the authorised development there will be a planned maintenance regime and, on occasion, the need for unplanned maintenance due to failures. It is anticipated that there will be up to 5 permanent staff onsite during the operational phase, with additional staff attending when required for

maintenance and cleaning activities, up to 20 staff per day;

(2) **Repair / Refurbish / Replaced:** Through the planned maintenance regime and indeed through any unplanned maintenance required due to failures, it is likely that some plant and equipment will need to be repaired or refurbished or indeed replaced;

(3) **Adjust and alter:** Through the planned maintenance regime, and indeed outside the planned maintenance regime, there may be a need to adjust or alter elements comprising the authorised development to respond to changing conditions;

(4) **Remove:** Repair, refurbish, replacement and adjustment activities will require plant, equipment and material to be removed;

(5) **Reconstruct:** If, for example, a part has to be dismantled in order to be repaired or refurbished, then that part will need to be reconstructed;

(6) **Improve:** Technology will improve over the life of the authorised development and therefore there may be opportunities to "improve" the workings of the plant and equipment by, for example, the removal of an old part and replacing it with a new, more efficient part;

h. the definition of “Order land” means the land shown on the Land and Crown Land Plans which is within the limits of land to be acquired or used and described in the Book of Reference. This land is coloured pink (land to be permanently acquired) and blue (land in which the undertaker can create and acquire new rights). In addition, the Land and Crown Land Plans show the land over which temporary possession may be taken and land that is excluded from both the Order itself and the compulsory acquisition powers in the Order.

i. the definition of “Order limits” means the limits shown on the Land and Crown Land Plans and Works Plans within which the authorised development may be carried out and land acquired or used;

j. the definition of "street works" has been amended to refer to the works listed in the street works Article (Article 8(1)) so as to ensure consistency between the powers in the Article and the definition itself; and

k. the "undertaker" is defined as Sunnica Limited, who has the benefit of the provisions of the Order, subject to the provisions of Article 33 (see 5.6.2 below).

5.2.3 Paragraph (2) of Article 2 has been included to reflect that "rights over land" include references to do or restrain or to place and maintain anything in, on or under land or in the airspace above its surface and to any trusts and incidents, including restrictive covenants. Paragraph (2) also makes it clear that references to the imposition of restrictive covenants are references to the creation of rights over land which interfere with the interests or rights of another.

5.2.4 Paragraphs (3) to (7) of Article 2 have been added to provide clarity (respectively) that all distances, directions and lengths are approximate; that references to numbered works are to the works as described in Schedule 1 and shown on the Works Plans; as to how the word "includes" is to be construed; that any statutory

body includes that body's successor in title; and that all areas described in the Book of Reference are approximate.

5.2.5 Article 3 (*Development consent etc. granted by this Order*) grants development consent for the authorised development. Schedule 1 describes the authorised development in detail, split into 'work numbers', each of which represents different sections or parts of the authorised development. This split of the authorised development between different work numbers enables the Order to refer to different parts of the authorised development by citing the relevant work number. The content of the works contained within each work number is described in greater detail in sections 2.4.1 to 2.4.7 above.

5.2.6 Paragraph (2) of Article 3 requires that the works authorised by the Order are situated in the areas and within the limits of deviation shown on the Works Plans. This is in order to provide certainty as to what has been consented by the Order, in respect of which land areas and which has been assessed in the Environmental Statement.

5.2.7 The purpose of Article 3(2) is to provide the undertaker with a necessary, but proportionate, degree of flexibility when constructing the authorised development, reducing the risk that the authorised development as approved cannot later be implemented for reasons which, at the time the Application was made and the development consent was granted, could not reasonably have been foreseen. It also gives a proportionate amount of flexibility for the detailed design of the Scheme, within the set limits.

5.2.8 Limits of deviation and parameters are appropriate in the current Order as they serve to precisely define the authorised development by reference to the Works Plans, while preserving a sensible amount of flexibility in the implementation of the authorised development to allow for variances in ground conditions and choice of appropriate equipment and technology. The Environmental Statement accompanying the application for development consent has assessed the authorised development within the full envelope provided by the limits of deviation, and so development within this envelope will not create effects that exceed the worst-case scenario assessed in the Environmental Statement.

5.2.9 Article 4 (*Operation of generating stations*) permits the operation and use of the generating station comprised in the authorised development and is included pursuant to section 140 of the 2008 Act. Article 4(2) specifically preserves the need for the undertaker to obtain any other operational consent that may be needed for the generating station, in addition to the Order. It is included so that the undertaker has powers to operate the generating station.

5.2.10 Article 5 (*Power to maintain the authorised development*) provides for the maintenance of the authorised development at any time and is required so that the undertaker has power to maintain the authorised development. Article 5 reflects the terms of the model provisions, but text has been added to make clear that maintenance must be in accordance with the provisions of the Order. Article 5(2) restricts maintenance to the Order Limits in order to provide a defined parameter within which this power can be exercised. A definition of "maintain" has been included, as referred to above, so that it is clear what the term involves. The Environmental Statement has assessed maintenance as defined in the Order and

therefore Article 5(3) does not permit the undertaker to undertake such maintenance activities if they will give rise to any materially new or materially different environmental effects to those identified in the Environmental Statement.

5.2.11 Article 6 (*Disapplication of legislation, etc.*) disapplies a number of statutory provisions. Section 120 of the 2008 Act makes comprehensive and wide-ranging provision about what may be included in a DCO, as part of the 2008 Act's integrated approach to consenting. Section 120(5) provides that, subject to specified limitations and requirements, that a DCO may apply, modify or exclude a statutory provision which relates to any matter for which provision may be made in the Order; and make amendments, repeals or revocations of statutory provisions of local application. It is common for DCOs to contain such provisions, although the scope and content inevitably differs according to the circumstances of different projects. Precedent for most of the provisions sought for this Order can be found in the **Great Yarmouth Third River Crossing Development Consent Order 2020**.

5.2.12 Article 6 provides for the disapplication of the following specified provisions:

a. section 23 of the Land Drainage Act 1991 – which prohibits obstruction and other works in watercourses with the consent of the appropriate Internal Drainage Board;

b. section 32 of the Land Drainage Act 1991, which would inappropriately allow the provisions of the Order relating to drainage to be revisited;

c. byelaws made by drainage bodies under section 66 of the Land Drainage Act 1991. The authorised development engages the Swaffham Internal Drainage Board's Land Drainage Byelaws;

d. Environment Agency byelaws made, or having effect, under paragraphs 5, 6 and 6A to Schedule 25 of the Water Resources Act 1991;

e. Regulation 12 of the Environmental Permitting (England and Wales) Regulations 2016, insofar as it requires an environmental permit for flood risk activities; and

f. the provisions of the Neighbourhood Planning Act 2017 in so far as they relate to temporary possession of land under Articles 27 and 28of the Order. At present the reforms to the temporary possession regime contained in the Neighbourhood Planning Act 2017 have not yet been commenced (nor consulted on). When this may happen is uncertain, as are the detailed implications of implementation for the authorised development. A DCO should achieve certainty, and it is therefore appropriate and necessary to disapply the reforms whilst taking account of their principles in the relevant articles of the Order, these being Articles 27 and 89. This approach has precedent and has been accepted by the Secretary of State; see for example the **Drax Power (Generating Stations) Order 2019**, the **Millbrook Gas Fired Generating Station Order 2019** and the **Cleve Hill Solar Park Order 2020**.

5.2.13 These disapplications are sought on the basis that they address matters whose merits and acceptability can, and will, already have been sufficiently considered and resolved if the Order is made, notably in relation to the provisions under the Land Drainage Act 1991, Water Resources Act 1991 and the Environmental Permitting (England and Wales) Regulations 2016 through protective provisions

for the protection of the Environment Agency and the relevant drainage authorities (Part 5 and Part 8 of Schedule 12 to the Order). Such matters should therefore not be the subject of further regulatory consideration or control, which would cause unnecessary uncertainty and duplication, and may unjustifiably delay the implementation of the authorised development.

5.2.14 Section 150 of the Planning Act 2008 only allows requirements for prescribed consents to be disapplied if the relevant body has consented to this. The relevant consents, where applicable, are being sought in parallel with the negotiation of appropriate protective provisions, which will ensure that the disapplications will not prejudice the statutory objectives and responsibilities of the relevant regulators.

5.2.15 Article 6 also applies section 9 of the Forestry Act 1967 to any felling required as a result of the authorised development. Section 9(1) of the 1967 Act provides that a Forestry Commission licence is required for felling growing trees. Section 9(4)(d) disapplies the requirement from felling required to implement development authorised by a planning permission – but not to development authorised by a DCO. Paragraph (2) of Article 6 extends the exception to any trees felled as a result of the authorised development.

5.2.16 In addition, the Applicant has conducted a review of any local legislation that might conflict with the powers and rights sought in the Order. The Applicant has included a list of the historic legislation that it seeks to disapply in Schedule 3, which relates to rivers and other watercourses within, and in the vicinity of, the Order Limits. This list has been prepared taking a precautionary approach, because in some cases it was difficult to conclusively determine whether or not the provisions of the legislation were relevant to the Order, given that the majority of the Acts considered did not append plans making it clear the watercourses they related to. Article 6 disapplies the legislation listed in Schedule 3 in so far as any provisions are inconsistent with how the powers in the Order can be exercised.

5.2.17 Article 6(3) is included in the Order to address the overlap between the Order and an extant planning permission relating to works to, and the restoration of, Worlington Quarry (original permission ref: F/04/0227 and subsequent variations of conditions ref: F/15/1386 and ref: SCC/0273/16F). The land to which the overlap relates is coloured yellow on the Restoration Overlap Plan **[EN010106/APP/2.11]** submitted with the DCO Application. The undertaker has reviewed the permission and subsequent variations and an inconsistency is likely to arise between the Order and the planning permission in respect of conditions 44, 48 and 50. The planning permission also still technically permits mineral extraction within the overlap area identified on the Restoration Overlap Plan. Given that this permission has the potential to interfere with the authorised development, the Applicant deems it necessary to disapply the planning permission over the area identified on the Restoration Overlap Plan to the extent that there is an inconsistency between the permission and the Order.

5.2.18 Article 6(3) is included in the Order pursuant to section 120 of the 2008 Act. Section 120 provides for what may be included in an order granting development consent. The disapplication of conditions relating to the Worlington Quarry would fall within section 120(3), on the basis that it is a matter ancillary to the main development, and section 120(5)(c), which enables the Secretary of State to

include any provision that appears to them to be necessary or expedient for giving full effect to the Order.

5.2.19 Article 7 (*Defence to proceedings in respect of statutory nuisance*) provides that no person is able to bring statutory nuisance proceedings under the Environmental Protection Act 1990 in respect of noise, if the noise is created in the course of carrying out construction or maintenance or decommissioning of the authorised development and for which notice has been given under section 60 or consent obtained under section 61 or 65 of the Control of Pollution Act 1974 or which cannot be reasonably avoided as a consequence of the authorised development. Article 7 is a model provision, in recognition that such noise will arise and that provision to define its consequences in an appropriate and balanced manner will be needed. This will be true of the authorised development and for this reason it is necessary to include the Article in the Order.

5.3 Part 3 (Streets)

5.3.1 Article 8 (*Street works*) allows the undertaker to carry out certain works to a street for the purposes of the authorised development. It is necessary because implementation of the authorised development will require works to be undertaken to streets. Schedule 4 sets out the streets that are subject to street works, and the nature of those works, thereby clarifying the extent of the powers. The powers conferred by Article 8 are a statutory right, rather than a licence under section 50 of the New Roads and Street Works Act 1991. Article 8 is a model provision; however, it has been modified to bring in sections 54 to 106 of the 1991 Act to apply to any street work carried out pursuant to paragraph (1). This provides protection for the street authority for the street in question. This is based on Article 9 of **The Immingham Open Cycle Gas Turbine Order 2020**.

5.3.2 Article 9 (*Power to alter layout, etc., of streets*) allows the undertaker to alter the layout of or carry out any works in a street. Schedule 5 then sets out the alterations to streets (split into two parts showing temporary and permanent works respectively). This Article is necessary because, in order to construct, operate, maintain and decommission the authorised development, the undertaker will need to alter street layouts and establish suitable accesses to ensure that the authorised development can be accessed effectively while ensuring there is minimal disruption to the local highway network. The powers conferred by paragraph (2) (which is a general power enabling the undertaker to alter the layout of any street) require the consent of the street authority before they can be exercised, and this is subject to the provisions of Article 42, which seeks to ensure that the consenting process does not inappropriately delay the implementation of the authorised development. Article 9 has precedent and appears in the **Drax Power (Generating Stations) Order 2019** and the **Great Yarmouth Third River Crossing Development Consent Order 2020**.

5.3.3 Article 10 (*Construction and maintenance of altered streets*) provides that permanent and temporary alterations to streets are to be made to an appropriate standard and maintained initially at the expense of the undertaker for at least one year. Its purpose is to define who will be responsible for the maintenance of altered streets following the carrying out of works and it is required to provide certainty as to who will be responsible for such maintenance. The permanent alterations set out in Part 1 of Schedule 5 are to be maintained by the undertaker for a period of a year and thereafter are to be maintained by the highway

authority. The temporary alterations set out in Part 2 of Schedule 5 are to be maintained by the undertaker for the duration of the alterations and, once restoration works are completed, for one year thereafter after which the highway authority will become responsible for the maintenance of the restored alterations. Paragraphs (4) and (5) mirror the defence in section 58 of the Highways Act 1980 where the undertaker is subject to an action for damages and has taken such care as was reasonably required in the circumstances to secure that the street was not dangerous to traffic. This Article (and the incorporation of the defences in particular) is similar to Article 19 in the **Hinkley Point C (Nuclear Generating Station) Order 2013** and Article 11 in the **Drax Power (Generating Stations) Order 2019**.

5.3.4 Article 11 (*Temporary stopping up of public rights of way*) provides for the temporary stopping up, prohibition of the use, authorisation of use, alteration or diversion, of public rights of way for the purposes of constructing or maintaining the authorised development. It is required because the undertaker will need to temporarily stop up certain public rights of way in order to construct the authorised development, including installing the electrical cables to the Existing Substation. No permanent stopping up or diversion is required. The authorisation of use of motor vehicles over public rights of way where there is no public right to use motor vehicles, for the purpose of crossing only, is necessary to enable the undertaker to access parts of the authorised development with construction and maintenance plant, equipment and personnel which would otherwise be severed by public rights of way without having to also temporarily stop up those public rights of way. The Article broadly follows the approach in the model provisions (save that it applies to public rights of way rather than streets generally) in that it contains provisions of general application and then also in relation to the specific public rights of way that are set out in Schedule 6 to the Order and as shown on the Access and Rights of Way Plans and the Traffic Regulation Measures Plans – Temporary Road Closures. Article 11 mirrors Article 11 of the model provisions in providing that where the street is specified in a schedule to the Order that there is a requirement to consult the street authority, but there would be no need to obtain its consent. In respect of other streets not specified in a schedule to the Order there would be a requirement to obtain the consent of the street authority. Article 44 (see below) deals with traffic regulation more widely.

5.3.5 Article 11(5) provides that compensation is payable in respect of the loss or suspension of any private rights of way. This provision is required so that persons who temporarily lose private rights of way because of the closure of public rights of way can be appropriately compensated. Paragraph (6) provides an additional power to the undertaker which allows it to use any street temporarily stopped up as a temporary working site (which is not in the model provision). Similar wording has been used in other made Orders, including Article 11 of the **Wrexham Gas Fired Generating Station Order 2017**, Article 12 of the **Meaford Gas Fired Generating Station Order 2016** and Article 13 **of the Riverside Energy Park Order 2020**.

5.3.6 Article 12 (*Access to works*) is a model provision which gives the undertaker powers to form new or to improve existing means of access for the purposes of the authorised development, as set out in Schedule 7 to the Order. This article is necessary because the undertaker will need to create or improve existing means of access for the purposes of the authorised development. For clarity, Schedule 7

is split into Part 1 (permanent means of access) and Part 2 (temporary means of access). The Article also provides that other means of access or works can also be provided in other locations reasonably required for the authorised development with the approval of the Relevant Planning Authority, in consultation with the highway authority.

5.3.7 Article 13 (*Agreements with street authorities*) is a model provision which authorises street authorities and the undertaker to enter into agreements relating to strengthening, improvement, repair or reconstruction of any streets, stopping up, prohibition, restriction, alteration or diversion of any street, works authorised under Articles 8 *(street works)*, 9 *(power to alter layout, etc of streets)* and 10 *(construction and maintenance of altered streets)* of the Order and the adoption of works. The Applicant has removed reference to the ability to enter into an agreement with a street authority to allow the construction of any new street and the maintenance of any bridge or tunnel carrying a street over or under the authorised development as those powers are not required for the authorised development. This provision has precedent in the **Riverside Energy Park Order 2020** and is required so that the undertaker may enter into agreements with the relevant street authorities.

5.4 Part 4 (Supplemental Powers)

5.4.1 Article 14 (*Discharge of water)* is a model provision that allows the undertaker to discharge water into any watercourse, public sewer or drain in connection with the construction and maintenance of the authorised development with the approval of the owner of the watercourse, public sewer or drain and subject to certain other conditions, and its purpose is to establish a clear statutory authority for doing so. The reference from the model provisions to section 85 of the Water Resources Act 1991 has been deleted as this section has now been repealed. This has been replaced with a reference to the Environmental Permitting (England and Wales) Regulations 2016. The reference from the model provisions to the Homes and Communities Agency has been changed to Homes England, as this body replaced the Homes and Communities Agency in January 2018. References to the harbour authority have also been removed as they are not relevant to the Order. In relation to the Swaffham Internal Drainage Board, these provisions are disapplied as sufficiently detailed provision ~~will be~~is ~~by~~ in the protective provisions ~~currently under negotiation~~that have been agreed with the Board (see Part 8 of Schedule 12).

5.4.2 Article 15 (*Removal of human remains*) is a model provision which provides for the removal of human remains from the Order Land and for their reburial in such burial ground or cemetery in which burials may legally take place as the undertaker thinks suitable for the purpose or for their treatment according to the wishes of any personal representatives or relatives who come forward following the giving of the necessary notices. This Article has been included because the undertaker's environmental surveys indicate that there is potential for archaeological findings within the Order Land and therefore the undertaker is not able to rule out the presence of any human remains, meaning that a clear statutory authority for removing any human remains that may be discovered is required. This provision is considered necessary so that the discovery of any remains does not delay the implementation of the authorised development.

5.4.3 The undertaker is required to publish a notice of intended removal of human remains from the Order Land and follow the procedure set out in Article 15(3)-(10). However, Article 15(11) provides that no such notice is required where the undertaker is satisfied that the remains were interred more than 100 years ago and no relative or personal representative of the deceased is likely to object to their removal.

5.4.4 Article 16 (*Protective work to buildings*) is a model provision which is included in most made DCOs to date. Its purpose is to provide powers to the undertaker to enter any building and land within its curtilage to survey to determine whether protective works are needed and to carry out protective works to buildings within the Order Limits, subject to a number of conditions including the service of 14 days'' notice (except in cases of emergency) and the payment of compensation in the event that any loss or damage arises. Where the undertaker serves a notice stating the intention to carry out protective works or to enter a building or land within its curtilage there is ability for a counter notice to be served by the land owner/occupier within a period of 10 days from the day on which the notice was served.

5.4.5 Protective works can also be undertaken after the carrying out of the works forming part of the authorised development for a period of 5 years from the date of final commissioning of the phase of the authorised development carried out in vicinity of the building. This wording is a minor update from the model provision wording, as the undertaker considered that the phrase ''open for use'' which is used in the model provision is not appropriate. A definition of "building" has also been included within the Article for clarity. This Article is required because there are buildings within, and in close proximity to, the Order Limits that might feasibly require surveys and protective works as a result of the authorised development.

5.4.6 The Article includes compensation provisions in relation to the consequences of the protective works being undertaken, but also where the protective works are undertaken but they are inadequate to protect the building or land from damage (within a period of 5 years from the date of that part of the development being completed).

5.4.7 Article 17 (*Authority to survey and investigate the land*) is a model provision that enables the undertaker to enter onto any land within the Order Limits or which may be affected by the authorised development for the purpose of carrying out monitoring or survey, including placing equipment and welfare facilities on the land and making trial holes or trenches. The power is subject to a number of conditions, including a requirement the service of 14 days' notice on every owner and occupier of the land, the requirement to remove equipment following completion of any survey and the payment of compensation in the event that any loss or damage arises. This power is essential to implementation of the authorised development, for example in verifying ground conditions or the presence of statutory undertakers' apparatus.

5.4.8 The model provision has been modified so that no trial holes are to be made:

a. in land located within the highway boundary without the consent of the highway authority; or

b. in a private street without the consent of the street authority.

5.4.9 Where consent is required, the provisions of Article 42 *(procedure in relation to certain approvals etc.)* apply, being consent not to be unreasonably withheld or delayed and the application of Schedule 13 *(procedure for discharge)* which applies a period of 28 business days for the relevant authority to make a decision and, if no decision is made, it is deemed to have been given.

5.4.10 The Article applies section 13 of the Compulsory Purchase Act 1965 (refusal to give possession to acquiring authority) thereby providing an enforcement mechanism (by way of a warrant) where entry onto land under the Article is refused. This is considered necessary so that there is no delay in the implementation of the authorised development, and has precedent in the **Lake Lothing (Lowestoft) Third Crossing Order 2020**.

5.5 Part 5 (Powers of Acquisition)

5.5.1 Article 18 (*Compulsory acquisition of land*) is a model provision that provides for the compulsory acquisition of such land as is required for the authorised development, or to facilitate, or is incidental to, the authorised development. The Article is necessary to secure the delivery of the authorised development as set out in more detail in the Statement of Reasons accompanying the application. The Article broadly follows the model provision, although reference to compensation for the extinguishment or suspension of a private right of way has been deleted as this is dealt with in Article 21 (*Private rights*). Similarly, Article 20 (*Compulsory acquisition of rights*) makes the consequential provision for the extinguishment of rights over the land to ensure that they cannot impact on implementation or use of the authorised development. This approach has precedent in the **Riverside Energy Park Order 2020** and the **Lake Lothing (Lowestoft) Third Crossing Order 2020**.

~~5.5.2 Paragraphs (2) to (5) relate to the undertaker's selection of which of Option 2 or Option 3 it chooses to implement in relation to its connection to the national electricity transmission system. Option 1 was removed and Option 3 was added by the Applicant after submission of the application, pursuant to a request to change the application. Under Option 2 a new substation would be constructed on the Work No. 5B land in the vicinity of the Existing Substation, to transform the electricity received from the sites to 400kV before connecting to the Existing Substation. Under Option 3 the electricity generated by the sites would be transformed to 400kV at the onsite substations at Sunnica East, Sunnica East B and Sunnica West A and then transmitted to the Existing Substation via 400kV electric cables. If Option 3 is selected it would remove the requirement to compulsorily acquire the Work No. 5B land, although it would still be necessary to acquire rights over that land for the electrical cable (Work No. 4) and to temporarily possess that land to construct those works. While Option 3 is considered by the Applicant to be technically feasible, its deliverability is dependent on changes to the Applicant's connection agreement which have not yet been concluded with NGET and which, while every effort is being made to do so, may not be concluded by the end of the Examination. The purpose of paragraphs (2) to (5) is to provide for a mechanism for the Option to be selected which avoids, where Option 3 is taken forward, the owners and occupiers of the Work No. 5B land being subject to powers of compulsory acquisition where such powers are not required for Option 3.~~

~~5.5.3 Paragraph (2) prevents the compulsory acquisition of the Work No. 5B land until the undertaker has complied with the provisions in paragraph (3) and (4). Paragraph (3) requires the undertaker, on or after the date of submission of the substation notice required to be served pursuant to requirement 23 in Schedule 2, to notify the owners and occupiers whether the undertaker is implementing Option 2 or Option 3. Paragraph (4) sets out that, where the undertaker gives notice that it is implementing Option 2 it may then compulsorily acquire the Work No. 5B land whereas, if the undertaker gives notice that it is implementing Option 3 then it may not compulsorily acquire the Work No. 5B land. Paragraph (5) clarifies that nothing in paragraphs (2) to (4) precludes the undertaker from temporarily possessing the Work No. 5B land, or compulsorily acquiring rights over it; these powers are required for both Option 2 and for Option 3.~~

~~5.5.4~~5.5.2 Article 18(~~26~~) makes clear that the powers of compulsory acquisition are subject to Article 20 (*Compulsory acquisition of rights*), Article 27 (*Temporary use of land for constructing the authorised development*) and Article 45 (*Crown rights*), to ensure that, where relevant, the undertaker can only acquire new rights or take temporary possession of land and cannot acquire the freehold interest in that land.

~~5.5.5~~5.5.3 Article 19 (*Time limit for exercise of authority to acquire land compulsorily*) is a model provision which imposes a time limit of 5 years for the exercise of powers of compulsory acquisition from the date on which the Order is made, via issuing notices to treat or executing general vesting declarations. The undertaker considers that 5 years is an appropriate time limit as it is consistent with the time limit for commencing the authorised development set out in requirement 2 of Schedule 2 to the Order and has precedent in the majority of made DCOs to date.

~~5.5.6~~5.5.4 Article 20 (*Compulsory acquisition of rights*) enables the undertaker to acquire rights or impose restrictive covenants over the Order Land as may be required for any purpose for which the land may be acquired under Article 18 (*Compulsory acquisition of land*). The Article also provides that rights may be created as well as enabling the undertaker to acquire those already in existence.

~~5.5.7~~5.5.5 The Article provides that, in respect of the Order Land set out in Schedule 8, the undertaker's powers of acquisition of new rights and imposition of restrictive covenants are limited to the purposes set out in that Schedule. The ability to acquire new rights is required in order that the undertaker can construct the authorised development, and it ensures that the undertaker is able to seek a lesser interference with land where this is appropriate (whether in the context of new or existing rights) during the implementation of the authorised development. Providing the undertaker with powers to acquire rights only and impose restrictive covenants only over the Order Land set out in Schedule 8 allows the undertaker to reduce the area of land that is required to be compulsorily acquired for the purposes of the authorised development, and therefore allows for a more proportionate exercise of compulsory acquisition powers.

~~5.5.8~~5.5.6 Paragraphs (5) and (6) provide that where the undertaker proposes the acquisition of new rights or the imposition of restrictive covenants for the purpose of diverting, replacing the protecting the apparatus of a statutory undertaker, the undertaker may, with the consent of the Secretary of State transfer the powers to the relevant statutory undertaker.

~~5.5.9~~5.5.7 This Article is a departure from the model provisions, but it has precedent in many DCOs including the **East Anglia Three Offshore Wind Farm Order 2017**, the **Cleve Hill Solar Park Order 2020** and the **Riverside Energy Park Order 2020**.

~~5.5.10~~5.5.8 Article 21 (*Private rights*) is based on a model provision that (i) extinguishes private rights and restrictions over land so far as their continuance would be inconsistent with the exercise of the compulsory acquisition powers contained in Article 18 (*Compulsory acquisition of land*); (ii) extinguishes private rights and restrictions over land so far as their continuance would be inconsistent with the exercise of compulsory acquisition of rights or the imposition of restrictive covenants under Article 20 (*Compulsory acquisition of rights*); and (iii) suspends private rights and restrictions over land so far as their continuance would be inconsistent with the exercise of temporary possession powers under the Order. This is required because it enables the undertaker to take land with a clear, unencumbered title, thereby minimising impediments to the delivery of the authorised development.

~~5.5.11~~5.5.9 Paragraph (4) provides that compensation is payable to any person who suffers loss as a result of the exercise of the powers in this Article and that such compensation would be payable under section 152 of the 2008 Act rather than the Compulsory Purchase Act 1965. Paragraph (8) also clarifies that references to private land include references to any trusts or incidents to which the land is subject.

~~5.5.12~~5.5.10 Article 22 (*Application of the 1981 Act)* is a model provision which applies the general vesting procedures in the in the Compulsory Purchase (Vesting Declarations) Act 1981 to the exercise of compulsory acquisition powers pursuant to the Order. This provides the undertaker with the option to acquire the land via the vesting process set out in the 1981 Act rather than the notice to treat procedure. Vesting declarations allow title in the land concerned to pass to the acquiring authority more quickly than using the notice to treat method. They also enable several parcels of land to be acquired under the same legal instrument and therefore more efficiently than under the notice to treat procedure.

~~5.5.13~~5.5.11 This Article has been amended from the model provision to incorporate and reflect the changes brought about by the Housing and Planning Act 2016, which has is precedent in numerous DCOs including the **Drax Power (Generating Stations) Order 2019**.

~~5.5.14~~5.5.12 Article 23 (*Acquisition of subsoil only*) is a model provision that permits the undertaker to acquire only the subsoil of land which is to be compulsorily acquired (either pursuant to Article 18 or Article 20), thereby giving the undertaker the ability to minimise the extent of interests acquired from landowners. This Article is appropriate in the context of the cables or pipes to be laid underground as part of the authorised development, where acquisition of the 'entire' freehold may not be required. It therefore enables the undertaker to minimise as far as possible the extent of interests to be acquired, thereby reducing the impact on landowners.

~~5.5.15~~5.5.13 Article 24 (*Power to override easements and other rights*) provides the undertaker with the power to override easements and other rights and reflects the terms of section 120(3) and (4) and paragraphs 2 and 3, Part 1 of Schedule 5 of

the 2008 Act. This Article has precedent in, for example, Article 24 of the **Silvertown Tunnel Order 2018** and Article 27 of the **Riverside Energy Park Order 2020**. The Article is supplementary to Article 18 (*Compulsory acquisition of land*) and Article 20 (*Compulsory acquisition of rights*) and is considered necessary and expedient to give full effect to development consent under Article 3. The Article makes it clear that any "authorised activity", as defined in paragraph (2), is authorised notwithstanding that it may interfere with any easement, liberty, privilege, right or advantage annexed to land and affecting other land, including any natural right to support, or breach any restriction as to the user of land arising by virtue of contract. Paragraph (4) provides that compensation is payable under section 7 and section 10 of the Compulsory Purchase Act 1965 for any such interference or breach.

~~5.5.16~~5.5.14 Article 25 (*Modification of Part 1 of the Compulsory Purchase Act 1965*) modifies the provisions of Part 1 of the Compulsory Purchase Act 1965 as applied to the Order by section 125 of the 2008 Act. This provision reflects recent changes introduced by the Housing and Planning Act 2016 and is required to ensure that Part 1 of the 1965 Act is applied correctly to compulsory acquisition authorised under the Order. Paragraphs (1) to (3) amend the provisions of the Compulsory Purchase Act 1965 so they are consistent with the terms of the Order and paragraph (5) makes it clear that the notice periods introduced by the Housing and Planning Act 2016 do not apply to the temporary possession or use of land under Article 16 (*Protective work to buildings*) Article 27 (*Temporary use of land for constructing the authorised development*) or Article 28 (*Temporary use of land for maintaining the authorised development*). These modifications have precedent in numerous made DCOs and other legislation including Schedule 14 to the **High Speed Rail (London - West Midlands) Act 2017**, the **Wrexham Gas Fired Generating Station Order 2017** and the **Silvertown Tunnel Order 2018**.

~~5.5.17~~5.5.15 Article 26 (*Rights under or over streets*) is a model provision which has been included in the majority of made DCOs to date which enables the undertaker to enter on and appropriate interests within streets where required for the purpose of the authorised development without being required to acquire that land. It is therefore required in order to reduce the amount of land that needs to be compulsorily acquired for the purposes of the authorised development.

~~5.5.18~~5.5.16 The purpose of this Article is to allow the undertaker to appropriate and use land above or below streets within the Order Limits, without having to acquire the street or any right or easement in it. The exercise of this power without acquisition is prohibited in the circumstances set out in paragraph (3). Paragraphs (4) and (5) provide for the payment of compensation in certain circumstances.

~~5.5.19~~5.5.17 Article 27 *(Temporary use of land for constructing the authorised development)* is a model provision which enables the undertaker to enter onto and take temporary possession of any of the Order Land, where no notice of entry or general vesting declaration has been served. Temporary use of land is required for the construction of the authorised development as it will enable the undertaker to carry out micro siting, such as for the electrical cables to the Existing Substation, which will then inform the precise permanent easement that the undertaker requires, thereby reducing compulsory acquisition powers.

~~5.5.20~~5.5.18 Article 27(1)(a) sets out that the undertaker may temporarily possess for the purposes of constructing the authorised development (i) plot 21-04 for the purposes of carrying out works to enable the passage of abnormal indivisible loads and for the passage of such loads or (ii) any other Order land prior to the exercise of the power to compulsory acquire, or acquire rights over, that Order land.

~~5.5.21~~5.5.19 Article 27(1)(b) to (e) set out various activities that can be undertaken on the Order Land through temporary possession. This list has been modified from the model provisions to stipulate project specific activities, such as use of the land for temporary working sites and accesses, and to carry out any mitigation works required pursuant to the requirements in Schedule 2 of the Order.

~~5.5.22~~5.5.20 Article 27 also sets out limitations on this general power to temporarily use the Order Land for carrying out the authorised development. Under paragraph (2) the undertaker cannot take temporary possession of any house, garden or other occupied building. In addition, the undertaker must:

a. serve notice of intended entry not less than 14 days before intended entry onto the land (paragraph (3));
b. not remain in temporary possession of the land for any longer than required and not for more than one year after the date of final commissioning of the phase of the authorised development for which the land was temporarily possessed unless the undertaker has already served a notice to treat or general vesting declaration (paragraph (4));
c. before giving up occupation of land, remove the temporary works and restore the land to the reasonable satisfaction of the owner. The model provision has been modified to specify certain operations that are not required to be removed. This approach is specific to the authorised development and is necessitated by the authorised development (paragraph (5)); and
d. not compulsorily acquire, compulsorily acquire rights over, the land referred to in paragraph (1)(a)(i) (i.e. plot 21-04).

~~5.5.23~~5.5.21 Compensation provisions are included at paragraphs (7) to (9) to compensate owners and occupiers that suffer loss or damage as a result of their land being temporarily used for carrying out the authorised development.

~~5.5.24~~5.5.22 The Article is a departure from the model provisions, but has precedent in a number of made DCOs see for example the **Millbrook Gas Fired Generating Station Order 2019** and **Cleve Hill Solar Park Order 2020**.

~~5.5.25~~5.5.23 Article 28 (*Temporary use of land for maintaining the authorised development*) is similar to Article 27 and provides for the temporary use of the Order Land for maintenance of the authorised development during the "maintenance period". The Article is a model provision and it is required so that the undertaker can take temporary possession of land within the Order Land if it is reasonably required to maintain the authorised development. The Article also allows temporary works and buildings to be constructed if reasonably necessary. It is considered appropriate as it would impose a lesser burden than acquiring rights to achieve the same purpose. The power is appropriately limited and cannot be exercised in respect of a house, garden or any other building where it is occupied.

5.5.265.5.24 The definition of “maintenance period” is set out in paragraph (11) and means a period of five years beginning with the date of final commissioning of the phase of the authorised development for which temporary possession is required under the Article. .This excludes landscaping works, for which “the maintenance period” is set out in the landscape and ecology management plan. This is in order that the undertaker can carry out the landscaping commitments set out in the landscape and ecology management plan, approved pursuant to requirement 8. This wording has precedent in the **Millbrook Gas Fired Generating Station Order 2019**.

5.5.275.5.25 There are several provisions that apply, which are similar to the provisions in Article 27 (*Temporary use of land for constructing the authorised development*):

a. The undertaker must provide at least 28 days’ notice to the relevant owner/occupiers' before taking temporary possession (paragraph (3));
b. The undertaker may only retain possession for as long as is reasonably necessary to carry out the maintenance (paragraph (4));
c. When returning the land after the temporary possession the undertaker must remove temporary works and restore the land to the reasonable satisfaction of the owners (paragraph (5));
d. Compensation provisions are included to compensate owners and occupiers that suffer loss as a result of their land being temporarily used for the maintenance of the authorised development (paragraphs (6) to (8)).

5.5.285.5.26 Article 29 (*Statutory undertakers*) is a model provision subject to some amendments which provides the undertaker with a statutory authority to compulsorily acquire land or new rights or impose restrictive covenants over land belonging to statutory undertakers which is identified in the Land and Crown Land Plans and described in the Book of Reference. The Article includes a power to move the apparatus of those statutory undertakers and to extinguish their rights. This Article is subject to the protective provisions (see Article 40 below) included at Schedule 12 of the Order. The power is required over the whole of the Order Land and similar wording has been used in numerous made Orders, including the **Cleve Hill Solar Park Order 2020**. This Article is required because it is impracticable to show and describe all apparatus within the Order Land and so a general power for the extinguishment of rights and removal or relocation of apparatus belonging to statutory undertakers over or within any Order Land is required.

5.5.295.5.27 Article 30 (*Apparatus and rights of statutory undertakers in stopped up streets*) governs what happens to statutory utilities' apparatus (pipes, cables, etc.) under streets that are temporarily stopped up by the Order. This Article is required because, without it, the statutory undertaker would not have access to the apparatus, since there would no longer be a right of way along the street. The Article is a model provision but has been amended in that paragraphs (2) onwards have been deleted from the model provision to avoid duplication with the protective provisions contained in Schedule 12.

5.5.305.5.28 Article 31 (*Recovery of costs of new connections*) is a model provision which provides that persons who have to create a new connection following the exercise of powers under Article 29 (*Statutory undertakers*), for example in a situation

where there is an interruption to the service provided by a statutory undertaker to owners or occupiers of premises (such as the provision of gas, water or electricity), their costs incurred in obtaining a new service can be recovered from the undertaker.

5.6 Part 6 (Miscellaneous and General)

5.6.1 Article 32 (*Benefit of the Order*) overrides section 156(1) of the 2008 Act (which is permitted by section 156(2)) and provides that the benefit of the Order is for the undertaker, rather than anyone with an interest in the land. Given the nature of the authorised development and the fact that powers of compulsory acquisition are sought, it would be impracticable and inappropriate for the Order to be 'open' as to who may implement it, as might occur without this provision. Overriding section 156(1) is common in DCOs that have been made, including the **Drax Power (Generating Stations) Order 2019** and **Cleve Hill Solar Park Order 2020**.

~~5.6.2 Article 32 also provides that, without prejudice to the rest of the Article, that for numbered work 5 (works to the Existing Substation) the benefit of the Order is for the undertaker and National Grid Electricity Transmission Plc. This is because National Grid Electricity Transmission Plc is best placed to carry out all or part of the works within National Grid's operational land. This approach has precedent in orders such as the **Progress Power (Gas Fired Power Station) Order 2015** and the **Drax Power (Generating Stations) Order 2019**.~~

~~5.6.3~~5.6.2 Article 33 (*Consent to transfer the benefit of the Order*) is a standard article included in numerous made DCOs that makes provision for the transfer of any or all of the benefit of the provision of the Order. This Article is required in order that the undertaker has commercial flexibility to transfer the benefit of the Order to a third party, subject to the provisions of the Article. Under paragraph (3), the consent of the Secretary of State is needed before the undertaker can transfer or lease the Order except where the transferee or lessee is:

a. the holder of an electricity generating licence under section 6 of the Electricity Act 1989; or

b. where the compensation provisions for the acquisition of rights or interests in land or for effects on land have been discharged or are no longer relevant. Article 33(2) has been amended from the model provisions so that it refers to 'transfer, or grant', which is considered to be more accurate than 'agreement'.

~~5.6.4~~5.6.3 The justification for these provisions is that in such cases, the transferee or lessee will either be of a similar regulatory standing to the undertaker so as to protect the provision for compensation for rights or interests in land that are compulsorily acquired pursuant to the Order, or there are no outstanding actual or potential compulsory purchase claims. The provision that the undertaker is able to transfer the Order to a holding company or subsidiary is to allow commercial flexibility for the undertaker in the event that it would be preferable that a connected corporate entity takes the benefit of all or part of the Order. Article 33(4) provides that where the consent of the Secretary of State is not needed, the undertaker must still notify the Secretary of State and, if the transfer relates to the exercise of powers in its area, the relevant planning authority, in writing prior to the transfer or grant of the benefit of the provisions of the Order. Articles 33(5) to (7) provide further detail on the notification that is to be given. This is based on

the notification procedure contained in Article 7 of the **Wrexham Gas Fired Generating Station Order 2017**.

~~5.6.5~~5.6.4 Article 33(8) provides that where the undertaker has transferred the benefit of the Order or granted the benefit of the Order to a lessee then:

a. the transferred benefit will include any rights that are conferred and any obligations that are imposed;

b. the transferred benefit will reside exclusively with the transferee or the lessee and shall not be enforceable against the undertaker;

c. the benefits or rights conferred under paragraph (1) of the Article are subject to the same restrictions, liabilities and obligations as applies to the undertaker.

~~5.6.6~~5.6.5 This approach has precedent in the **Cleve Hill Solar Park Order 2020**.

~~5.6.7~~5.6.6 Article 34 (*Application of landlord and tenant law)* is a model provision which is included in numerous made DCOs which would override landlord and tenant law so far as it would prejudice the operation of any agreement for leasing the whole of the authorised development or the right to operate the same or any agreement entered into by the undertaker for the construction, maintenance, use or operation of the authorised development. This provision is required to ensure that landlord and tenant law does not impede the construction, use or maintenance of the authorised development. Although there is no immediate anticipation that such an agreement would be made, it could become appropriate at a future time during the lifetime of the authorised development.

~~5.6.8~~5.6.7 Article 35 (*Operational land for purposes of the 1990 Act*) is a model provision which is included in numerous made DCOs and has the effect of ensuring that the land on which the authorised development is constructed will be "operational land" under section 264(3)(a) of the 1990 Act. The effect is to ensure that planning rights attaching to the undertaker in relation to operational land have effect as they would do if planning permission had been granted for the authorised development.

~~5.6.9~~5.6.8 Article 36 (*Felling or lopping of trees and removal of hedgerows*) is based on a model provision included in numerous made DCOs which provides that the undertaker may fell or lop or cut back the roots of any tree or shrub near any part of the authorised development to prevent it obstructing or interfering with the construction, maintenance or operation of the authorised development; constituting a danger for persons using the authorised development or obstructing or interfering with the passage of construction vehicles. The Article also allows the undertaker to remove any hedgerows within the Order Limits that may be required for the purposes of constructing the authorised development. The Article provides that the undertaker may not fell or lop a tree or remove hedgerows under this Article within the extent of the publicly maintainable highway without the prior consent of the highway authority. Compensation is provided for if loss or damage is caused. The provision is required for safety reasons and its applicability is appropriately limited.

~~5.6.10~~5.6.9 Article 36 does not address the statutory protection afforded to trees by virtue of being subject to a Tree Preservation Order (“TPO”), but it is subject to Article 37 (*Trees subject to tree preservation orders*). Article 37 provides that the

undertaker may fell or lop or cut back the roots of any tree which is subject to a TPO or shrub to prevent it obstructing or interfering with the construction, maintenance or operation of the authorised development. Compensation is provided for if loss or damage is caused. The effect of the Article is that the works it permits, where carried out to a tree protected by a TPO, are deemed to have consent, and its inclusion is therefore consistent with the purpose of DCOs being to wrap up all of the required consents for a project. The Article is a model provision included in numerous made DCOs save for that it applies generally to any tree subject to a TPO made before and after the date of the Order coming into effect and either within or overhanging the Order Limits. This approach has precedent in the **Cleve Hill Solar Park Order 2020**.

~~5.6.11~~5.6.10 Article 38 (*Certification of plans and documents, etc*.) is a model provision which provides for the undertaker to submit various documents referred to in the Order (such as the Book of Reference, plans and Environmental Statement) to the Secretary of State so that they can be certified as being true copies. The Article refers to Schedule 10, where all such documents and plans are listed, along with the appropriate document and revision numbers. The Article and Schedule 10 provide certainty as to which documents will be certified by the Secretary of State in relation to the Order.

~~5.6.12~~5.6.11 Article 39 (*Arbitration*) is an arbitration provision and it is a departure from the model provisions. This drafting, and that in the associated Schedule 11, has precedent in the **Millbrook Gas Fired Generating Station Order 2019** and the **Cleve Hill Solar Park Order 2020**, amongst others. It is considered that this approach will provide greater certainty to all parties involved in the process and is preferential to the approach adopted in the model provisions.

~~5.6.13~~5.6.12 The Article provides that differences under the Order should be settled by arbitration unless another means of resolving a dispute is provided for in the Order. The arbitrator will be appointed by the parties within 14 days of receipt of a notice of arbitration or failing agreement within this period then by the Secretary of State following application by one of the parties.

~~5.6.14~~5.6.13 It applies Schedule 11 of the Order, which sets out further detail of the arbitration process. The detail of Schedule 11 is set out at 6.11 below.

~~5.6.15~~5.6.14 Article 40 (*Protective Provisions)* provides for Schedule 12, which protects the interests of certain statutory undertakers, to have effect. This is set out in detail at 6.12 below.

~~5.6.16~~5.6.15 Article 41 (*Service of notices*) governs how any notices that may be served under the provisions of the Order are deemed to have been served properly. In particular it allows service by email with the consent of the recipient, and deals with the situation of service on an unknown landowner. The provision is necessary because the service of notice provisions under sections 229 and 230 of the 2008 Act only apply to notices served under the 2008 Act itself and do not apply to notices served under the Order. These provisions are based on those appearing in the Transport and Works (Model Provisions for Railways and Tramways) Order 2006, and numerous made DCOs.

~~5.6.17~~5.6.16 Article 42 (*Procedure in relation to certain approvals etc.*) provides that Schedule 13 is to have effect in relation to all consents, agreements or approvals

contemplated by any provision of the Order (other than the provisions in Schedule 12 *(protective provisions)*, and that any such consent, agreement or approval to be validly given, must be given in writing and must not be unreasonably withheld or delayed by the relevant authority or body. This is considered necessary in order that receipt of a consent required from a third party cannot unnecessarily delay implementation of the authorised development. Applying this provision to all consents, agreements or approvals is intended to provide consistency.

~~5.6.18~~5.6.17 Article 43 (*Guarantees in respect of payment of compensation*) restricts the undertaker from exercising the powers conferred under Articles 18, 20, 21, 23, 24, 26, 27, 28 and 29 until it has either put in place a guarantee or other form of security approved by the Secretary of State in respect of the liabilities of the undertaker to pay compensation under the Order. This provision is included in order to protect the recipients of any compensation under the Order by providing certainty that the undertaker can make good any compensation owed. The guarantee or alternative form of security is not required to be in place for more than 15 years from the date on which the relevant power is exercised. The wording appears in a number of made DCOs, for example the **Wrexham Gas Fired Generating Station Order 2017** and the **Drax Power (Generating Stations) Order 2019**.

~~5.6.19~~5.6.18 Article 44 (*Traffic regulation measures*) provides the undertaker with powers to regulate temporarily traffic on the roads and to the extent specified in Schedule 14. The article provides specific powers in paragraph (1) that, subject to the consent of the traffic authority in whose area the road is situated in, relate to the extents of the roads specified in Schedule 14. Part 1 of that Schedule specifies the extents of roads that would be subject to temporary speed limits, Part 2 specifies a no right turn prohibition in relation to one temporary access to the authorised development, Part 3 specifies the roads that are to be temporarily closed to traffic. Paragraph (2) enables the undertaker to, subject to the consent of the traffic authority in whose area the road is situated, place temporary traffic signals in the locations specified in Part 4 of Schedule 14. All of these specific measures are required to safely regulate traffic during construction of the authorised development. The temporary traffic regulation measures are shown on the Traffic Regulation Measures Plans – Temporary Road Closures and the Traffic Regulation Measures Plans – Temporary Measures. Prior to the application for the consent of the traffic authority under paragraphs (1) and (2) the undertaker must first carry out 21 days consultation with affected highway users. The undertaker must include a consultation report presenting the results of that consultation as part of its application for consent. Paragraph (3) includes a general power that would authorise other temporary traffic regulation measures. The inclusion of this power is justified as it allows a degree of flexibility to respond to changing conditions on the road network over the life time of the authorised development. The general power is appropriately regulated as it may only be exercised with the consent of the traffic authority concerned. The Article is not in the general model provisions but is common in orders granting permission for infrastructure projects where it is necessary in the interests of public safety during construction of the authorised development for the undertaker to put in place some temporary restrictions on road usage. For example, similar provision is contained within the **Network Rail (Norton Bridge Area Improvements) Order 2014, National Grid (Hinkley Point C Connection Project) Order 2016** and

more recently in the **Great Yarmouth Third River Crossing Development Consent Order 2020**.

~~5.6.20~~5.6.19 Article 45 (*Crown rights)* includes provisions safeguarding the rights of the Crown in relation to the Crown Estate land within the Order land. This Article is not a model provision but has precedent in numerous DCOs including in Article 41 of The **Hornsea Three Offshore Wind Farm Order 2020**. Article 18 (*Compulsory acquisition of land*) and Article 20 (*Compulsory acquisition of rights*) include express provision confirming that the powers contained therein are subject to Article 45. The intention of the Article is to protect the Crown in respect of its land and interests, both when it holds the land or where it is held by another person (such as a government department).

6 SCHEDULES

6.1 Schedule 1 (Authorised Development)

6.1.1 This Schedule describes the authorised development in detail, and split into different work numbers. Each of these work numbers represents a different part of the authorised development. This split of the authorised development between different work numbers is designed to enable the Order to refer to different parts of the authorised development by citing the relevant work number. Paragraph 1 of the Schedule sets out a number of definitions that are used only within the Schedule and are not in other places in the Order.

6.1.2 The works set out in Schedule 1 to the Order are explained in detail above at section 2.4 above.

6.1.3 The mechanics of the drafting in Schedules 1 and 2 ensure that the undertaker does not exceed the basis of the assessment in the Environmental Statement. This is achieved through the following mechanisms in the Order:

a. Article 3 and Schedule 1 provide the power to carry out the authorised development. Pursuant to Article 3(2) each numbered work must be situated within the area delineated on the Works Plans – thus the infrastructure can only be built within these areas. Given these overarching constraints, there is certainty as to where each element identified in Schedule 1 can be built, and that has been factored into the Environmental Statement.

b. In terms of the detailed design, requirement 6 of Schedule 2 (see below) prevents the undertaker from commencing any phase of the authorised development until it has obtained the approval of the Relevant Planning Authorities (or authority, as applicable) to the layout, siting, scale, ground levels, external appearance, hard surfacing materials, access, refuse or other storage units, signs and lighting, drainage, water, power and communications cables and pipelines and programme for landscaping.

c. Requirement 6(2) requires that the details submitted must accord with the Design Principles and the Flood Risk Assessment and requirement 6(4) requires that the details submitted for Work No. 2 must accord with the approved Battery Fire Safety Management Plan ("BFSMP") and Appendix 16D of the Environmental Statement [APP-124]. ~~Both t~~The Design Principles, ~~and~~ Flood Risk Assessment, outline BFSMP and Environmental Statement are certified documents pursuant to Article 38 (certification of plans and documents) and Schedule 10 (documents and plans to be certified). The Design Principles contain the maximum parameters for the authorised development and are the same as those used for the assessment of effects in the Environmental Statement. These parameters are based on the application of the Rochdale Envelope principle, such that maximum dimensions have been presented and assessed in the Environmental Statement, recognising that the final massings may differ from (but will never be larger than) these maxima.

6.1.4 The combined effect of, and relationship between, these provisions means that the final built form of the authorised development will not give rise to environmental effects beyond those which have been assessed.

6.2 Schedule 2 (Requirements)

6.2.1 This Schedule sets out the requirements that apply to the construction, operation, maintenance and decommissioning of the authorised development under the Order. The requirements generally follow the model provisions where these are relevant, and where they have been amended this has been informed by the Environmental Statement and discussions with the Relevant Planning Authorities, Relevant County Authorities or other relevant statutory consultees.

6.2.2 The requirements closely relate to the mitigation set out in the Environmental Statement and a number of them specifically refer to the Environmental Statement and other application documents (in particular, 'outline' or ‘framework’ strategies or plans) in order to ensure that the mitigation or other measures outlined in those documents are secured.

6.2.3 Many of the requirements require submission of details for approval by the Relevant Planning Authority (or Relevant Planning Authorities where applicable). In some instances, the Relevant County Authority (or Relevant County Authorities where applicable) is the discharging authority (or authorities). In some instances the Relevant Planning Authority or Relevant County Authority is under a duty to consult with a third party or parties in relation to the document submitted to them. This is a departure from the model provisions. Where consultation is required under the Order it is, in each case, the Relevant Planning Authority's or Relevant County Authority’s duty to carry it out before approving a document submitted to it (rather than, as in some of the model provisions, the undertaker's duty to carry it out before submitting the document for approval). Where it is considered that it would be particularly relevant for the Relevant Planning Authority or Relevant County Authority to consult a third party, that third party has been named within the relevant requirement.

6.2.4 Some of the requirements are drafted with a view to distinguishing between the different specific work numbers, or more generally different parts or phases of the authorised development. This permits an appropriately flexible approach to the discharge of requirements by the undertaker which allows it to (potentially) discharge a requirement in respect of a part or phase of the authorised development and construct that element, while continuing to submit details to discharge the requirement in relation to other parts or phases. This provides an appropriate balance between development not starting until details are approved, and allowing other parts or phases of the authorised development (where details are already approved) to be constructed.

6.2.5 In the undertaker’s opinion the requirements in Schedule 2 are all necessary and relevant to planning and the development to be permitted as they are outputs from the Environmental Statement; enforceable and precise in their language; and reasonable in all other respects.

6.2.6 In all cases where a scheme or strategy or plan is to be submitted for approval there is a requirement for the undertaker to implement the approved scheme or strategy or plan. This is subject to requirement 5, as explained below.

6.2.7 *Requirement 1 – Interpretation:* This provides certain definitions that apply to this Schedule only, rather than the Order as a whole.

6.2.8 *Requirement 2 - Commencement of the authorised development*: This requirement provides that the authorised development must not commence later than 5 years from the date of the Order coming into force.

6.2.9 *Requirement 3 – Phasing of the authorised development and date of final commissioning:* This requirement provides that no part of the authorised development may commence until a written scheme setting out the phases of construction of the authorised development has been submitted to and approved by the Relevant Planning Authorities. The scheme must include a timetable for the construction of the phase or phases of the authorised development and must be implemented as approved. The scheme must be implemented as approved and the battery storage compound for each Site may not be brought into commercial use without the solar photovoltaic generating station also being brought into commercial use at the corresponding Site. The undertaker must also give notice to the Relevant Planning Authorities within seven days of the date of final commissioning (or dates of final commissioning if the authorised development is constructed in phases as approved in the written scheme) that final commissioning for the phase (if constructed in a single phase) or phases (if constructed in multiple phases) has taken place.

6.2.10 *Requirement 4 – Written approval:* This requirement provides that where any approval, agreement or confirmation is required under these requirements, then such approval, agreement or confirmation must be provided in writing.

6.2.11 *Requirement 5 – Approved details and amendments to them:* This requirement provides that where any plans, details or schemes have been approved by the Relevant Planning Authority (or authorities) or Relevant County Authority (or authorities), the undertaker may submit for approval any amendments to those plans, details or schemes and, if approved by the Relevant Planning Authority (or authorities) or Relevant County Authority (or authorities), those plans, details or schemes are to be taken to include the amendments approved by the Relevant Planning Authority (or authorities) or Relevant County Authority (or authorities). Any amendments should not be approved unless it has been demonstrated that that the subject matter of the approval sought is unlikely to give rise to any materially new or materially different environmental effects from those assessed in the Environmental Statement.

6.2.12 *Requirement 6 – Detailed design approval:* This requirement stipulates the details that must be submitted to and approved by the Relevant Planning Authority (or authorities) before any phase of the authorised development can commence. The details submitted must be in accordance with the Design Principles and~~,~~ the Flood Risk Assessment~~,~~ and the details for Work No.2 must be in accordance with Appendix 16D of the Environmental Statement [APP-124] and the approved ~~Battery Fire Safety Management Plan (“~~BFSMP~~”)~~ under Requirement 7. The authorised development must be carried out in accordance with the approved details. This is required so that the detailed design accords with the information submitted with the application for development consent.

6.2.13 *Requirement 7 – Battery fire safety management:* The requirement states that a BFSMP, substantially in accordance with the outline battery fire safety management plan, must be submitted and approved by the Relevant ~~Planning~~ County Authorities before commencement of Work No. 2 of the authorised

development. The BFSMP must be consulted on with the Cambridgeshire Fire and Rescue Service, the Suffolk Fire and Rescue Service, the Environment Agency and the Health and Safety Executive and must be implemented as approved and maintained throughout the construction and operation of the authorised development.

6.2.14 *Requirement 8 – Landscape and ecology management plan:* The requirement stipulates that no phase of the authorised development may commence, and no part of the permitted preliminary works for that phase comprising vegetation removal may start, until a written landscape and ecology management plan (which is substantially in accordance with the outline landscape and ecology management plan) has been submitted to and approved by the Relevant Planning Authority (or authorities, as applicable), such approval to be in consultation with Natural England and Historic England. The landscape ecology management plan must include details of how the plan will secure a minimum of 10% biodiversity net gain during the operation of the authorised development and how the measures set out in the plan will be managed up until the date the decommissioning and restoration plan is implemented pursuant to Requirement 22 (*Decommissioning and restoration*).

6.2.15 *Requirement 9 – Implementation and maintenance of landscaping:* This requirement provides that all landscaping works must be carried out in accordance with the landscape and ecology management plan approved under Requirement 8.

6.2.16 *Requirement 10 – Stone curlew:* This requirement provides that no part of Work No. 10 may commence until an update of the offsetting habitat provision for stone curlews specification has been submitted to and approved by both relevant planning authorities, such approval to be in consultation with Natural England. The specification so submitted and approved must be substantially in accordance with the offsetting habitat provision for stone curlew specification. No part of Work Nos. 1A, 1B, 2A, 2B, 3A, 3B, 6A, 6B, 7A, 7B, 8A, 8B and 10 can commence until the undertaker has provided the offsetting habitat provision for stone curlews in accordance with the update of the offsetting habitat provision for stone curlews specification (which is a document to be certified by the Secretary of State listed in Schedule 10). The undertaker must maintain the replacement stone curlew breeding plot, in accordance with the update of the offsetting habitat for stone curlews specification, during the construction and operation of the authorised development and during the carrying out of decommissioning works.

6.2.17 *Requirement 11 – Fencing and other means of enclosure:* As part of the detailed design approval required by Requirement 6, the undertaker is required to obtain the written approval from the Relevant Planning Authority (or authorities, as applicable) for any proposed permanent and temporary fences, walls or other means of enclosure, including those set out in the construction environmental management plan, for each phase prior to commencement of the phase in question of the authorised development. Any construction site must remain securely fenced in accordance with the approved details at all times during construction of the authorised development. Any temporary fencing must be removed on completion of the phase of construction of the authorised development for which it was used. Prior to the date of final commissioning of any

phase, any permanent fencing, walls or other means of enclosure for that phase must be completed.

6.2.18 *Requirement 12 – Surface and foul water drainage:* This requirement provides that no phase of the authorised development may commence until details of the surface water drainage scheme and (if any) foul water drainage system (including means of pollution control) for that phase have been submitted to and approved by the Relevant County Authority (or authorities, as applicable) in consultation with the Relevant Planning Authority (or authorities, as applicable), the relevant internal drainage board, and Anglian Water (in respect of its sewerage undertaker functions). The surface water drainage strategy must be substantially in accordance with the drainage strategy and include details of bunded lagoons as required by the BFSMP approved pursuant to requirement 7.

6.2.19 *Requirement 13 – Archaeology:* This requirement stipulates that the authorised development must be carried out in accordance with the detailed archaeological mitigation strategy. ~~no part of Work No. 5 of the authorised development may commence until a written scheme of archaeological evaluation for that part of Work No. 5 has been submitted to and approved by the Relevant County Authority (which given the location of Work No. 5 is Cambridgeshire County Council). No phase of the authorised development may commence, and no part of the permitted preliminary works for that phase comprising intrusive archaeological surveys, until a detailed archaeological mitigation strategy for that phase has been submitted to and approved in writing by the Relevant County Authority (or authorities, as applicable). The detailed archaeological mitigation strategy must, in respect of Work No. 5 only, take into account the results of the approved written scheme of archaeological evaluation; and for all phases must be prepared by a competent archaeological organisation and appointed specialist analysts, and contain the details set out in sub-paragraph (2) of the requirement. Any archaeological works must be carried out in accordance with the approved scheme and strategy.~~

6.2.20 *Requirement 14 – Construction and environmental management plan:* Under this requirement, no phase of the authorised development may commence until a construction environmental management plan (which must substantially accord with the framework construction environmental management plan) has been submitted to and approved by the Relevant Planning Authority (or authorities, as applicable), in consultation with the relevant highway authority and the Environment Agency. For the purposes of this requirement, “commence” includes any permitted preliminary works comprising above ground site preparation for temporary facilities for use of contractors and site clearance (including vegetation removal, demolition of existing buildings and structures). The construction and environmental management plan must also contain a construction resource management plan that includes details of proposals to minimise the use of natural resources and unnecessary materials.

6.2.21 *Requirement 15 – Operational environmental management plan:* This requirement provides that prior to the date of final commissioning for any phase of the authorised development an operational environmental management plan (which must substantially accord with the framework operational environmental management plan) must be submitted to and approved by the Relevant Planning

Authority (or authorities, as applicable), in consultation with the relevant highway authority and the Environment Agency.

6.2.22 *Requirement 16 – Construction traffic management plan:* This requirement provides that no phase of the authorised development may commence until a construction traffic management plan (which must substantially accord with the framework construction traffic management plan) has been submitted to and approved by the Relevant County Authority (or authorities, as applicable). No part of the permitted preliminary works for each phase comprising above ground site preparation for temporary facilities for the use of contractors, ~~and~~ site clearance and the diversion and laying of apparatus so far as it relates to works in the highways may start until a permitted preliminary works traffic management plan for that phase has been submitted to and approved by the Relevant County Authority (or authorities, as applicable). The permitted preliminary works traffic management plan must be implemented as approved during construction.

6.2.23 *Requirement 17 – Operational noise:* This requirement stipulates that no phase of the authorised development may commence until an operational noise assessment containing details of how the design of the authorised development has incorporated mitigation to ensure the operational noise rating levels as set out in the Environmental Statement are to be complied with has been submitted to and approved by the Relevant Planning Authority (or authorities, as applicable).

6.2.24 *Requirement 18 – Ground conditions:* This requirement provides that no phase of the authorised development may commence (including permitted preliminary works comprising demolition of existing structures, environmental surveys, geotechnical surveys and other investigations for the purpose of assessing ground conditions only) until a written strategy in relation to the identification and remediation of any risks associated with the contamination of the Order Limits for that phase has been submitted to and approved by the Relevant Planning Authority (or authorities, as applicable). The written strategy must include geo-environmental investigations. The requirement further provides that if contamination not previously identified is found to be present when constructing the authorised development, no further development (unless otherwise agreed in writing with the Relevant Planning Authority, or authorities) may be carried out on the areas on which the contamination has been found until a remediation strategy detailing how such contamination must be dealt with has been submitted to and approved by the Relevant Planning Authority (or authorities, as applicable). The written strategy must contain the details set out in sub-paragraph (3) of the requirement.

6.2.25 *Requirement 19 – Water management plan:* Under this requirement, no phase of the authorised development may commence until a water management plan in relation to construction of that phase of the authorised development has been submitted to and approved by the Relevant County Authority (or authorities, as applicable), having consulted the Relevant Planning Authority (or authorities, as applicable) and the relevant internal drainage board. The water management plan must include certain details set out in the requirement and must be in place throughout the construction and operation of the authorised development.

6.2.26 *Requirement 20 – Skills, supply chain and employment:* This requirement provides that no phase of the authorised development may commence until a

skills, supply chain and employment management plan in relation to that phase of the authorised development (which accords substantially with the outline skills, supply chain and employment plan) has been submitted to and approved by the Relevant Planning Authority (or authorities, as applicable). The plan must identify opportunities for individuals and businesses to access employment and supply chain opportunities associated with the construction, operation and maintenance of the authorised development, and the means for publicising such opportunities.

6.2.27 *Requirement 21 – Permissive paths:* This requirement stipulates that prior to the construction of the permissive paths, the undertaker must submit the permissive path details to the Relevant Planning Authority, including the details set out in the requirement. It provides that where a phase of the authorised development includes a permissive path or paths, the permissive path or paths must be provided and open to the public prior to the date of final commissioning in respect of that phase. The paths must be provided and maintained in accordance with the permissive path details until the parts of the authorised development in which ~~-~~the permissive paths are located are decommissioned.

6.2.28 *Requirement 22 – Decommissioning and restoration:* This requirement provides that the decommissioning of the authorised development will commence no later than 40 years following the date of final commissioning of the authorised development, or no later than 6 months before the 40th anniversary of the date of final commissioning, whichever is the earlier (therefore, the time limit for each phase is 40 years from the date of final commissioning for that phase, such phase or phases to be approved in the written scheme under requirement 3). Within 12 months of the date that the undertaker decides to decommission any part of the authorised development, the undertaker must submit to the Relevant Planning Authority (or authorities, as applicable) for its approval a decommissioning environmental management plan for that part which substantially accords with the framework decommissioning environmental management plan. The decommissioning environmental management plan must also contain a resource management plan that includes details of proposals to minimise the use of natural resources and unnecessary materials during decommissioning. Within ~~1 month~~28 days of ceasing operations at any part of the authorised development, the undertaker must notify the Relevant Planning Authority (or authorities, as applicable) in writing of the date it ceased operations for that part.

~~6.2.29 *Requirement 23 – Notice as to construction of Work No. 5B:* This requirement provides that prior, or at the same time as, the details for Work No. 5 being submitted pursuant to requirement 6 (Detailed design approval), the undertaker must notify the Relevant Planning Authority which of the two options (Option 2 or Option 3) will be brought forward and constructed as part of the authorised development.~~

6.3 Schedule 3 (Legislation to be disapplied)

6.3.1 This Schedule lists out the legislation that the Order disapplies that relates to rivers and other watercourses in and in the vicinity of the Order Limits in so far as such legislation is in force and is incompatible with the powers contained within the Order. The footnotes in the Schedule contain information about the status of each Act, where relevant.

6.4 Schedule 4 (Streets subject to street works)

6.4.1 This Schedule sets out the streets that are to be subject to street works by reference to the Access and Rights of Way Plans. The Schedule relates to Article 8 (*Street works*).

6.5 Schedule 5 (Alteration of streets)

6.5.1 This Schedule sets out the streets that are to be permanently altered (Part 1) and temporarily altered (Part 2) by reference to the Access and Rights of Way Plans. This Schedule relates to Articles 9 (*Power to alter layout, etc., of streets*) and 10 (*Construction and maintenance of altered streets*).

6.6 Schedule 6 (Public rights of way)

6.6.1 This Schedule sets out the locations of the public rights of way to be temporarily stopped up (Part 1) and the public rights of way over which the undertaker seeks authorisation to use motor vehicles where otherwise there is no public right to do so (Part 2). It references the Access and Rights of Way Plans and the Traffic Regulation Measures Plans – Temporary Road Closures. This Schedule relates to Article 11 (*Temporary stopping up of public rights of way*).

6.7 Schedule 7 (Access to works)

6.7.1 This Schedule sets out the permanent accesses (Part 1) and temporary accesses (Part 2) to the authorised development. It references the Access and Rights of Way Plans. The Schedule relates to Article 12 (*Access to works*).

6.8 Schedule 8 (Land in which only new rights etc. may be acquired)

6.8.1 This Schedule sets out the areas of land over which only new rights may be acquired by the undertaker and the nature of the rights that may be acquired. The plot numbers in column 1 of that table correlate with the relevant plot numbers shaded blue on the Land and Crown Land Plans and the nature of the rights in column 2 explains the purposes for which rights over land may be acquired and restrictive covenants imposed. The Schedule relates to Article 20 (*Compulsory acquisition of rights*).

6.9 Schedule 9 (Modification of compensation and compulsory purchase enactments for the creation of new rights and imposition of new restrictive covenants)

6.9.1 This Schedule modifies existing compensation legislation including the Land Compensation Act 1973 and the Compulsory Purchase Act 1965. It is commonly included in made DCOs, including the **Cleve Hill Solar Park Order 2020**. This has been updated to reflect any necessary changes arising as a result of the Housing and Planning Act 2016. The Schedule relates to Article 20 (*Compulsory acquisition of rights*).

6.10 Schedule 10 (Documents and plans to be certified)

6.10.1 This Schedule lists the documents that the undertaker must have certified as true copies by the Secretary of State pursuant to Article 38 (*Certification of plans and documents, etc*.).

6.11 Schedule 11 (Arbitration rules)

6.11.1 This Schedule relates to Article 39 (*Arbitration*). The intention is to achieve a fair, impartial and binding award on substantive differences between the parties. Further, the objective is to achieve determination within 4 months from the date the arbitrator is first appointed to ensure that any disputes are resolved quickly. In the context of the pressing need for new power generation, particularly by renewable means, identified in the National Policy Statements, it is considered desirable that any disputes are resolved promptly to enable delivery of the authorised development in as timely a way as possible.

6.11.2 Schedule 11 refers to the person who commenced the arbitration as the Claimant and the other party as the Respondent.

6.11.3 The timetable for the process is as follows:

a. Within 14 days of the Arbitrator being appointed the Claimant shall serve on the Respondent and the Arbitrator a statement of case and all supporting evidence to support the claim.

b. Within 14 days of receipt of the Claimant's statement of case and supporting evidence the Respondent will serve a statement of defence and all supporting evidence to support its defence, together with any objections to the Claimant's documentation.

c. Within 7 days of receipt of the Respondent's documentation the Claimant may make a Statement of Reply.

6.11.4 The parties would be liable for their own costs of the arbitration, unless otherwise directed by an award made by the arbitrator. Costs will include the arbitrator's costs together with the reasonable legal fees and other costs incurred by the other party.

6.12 Schedule 12 (Protective provisions)

6.12.1 This Schedule sets out protective provisions for the benefit of statutory undertakers whose equipment may be affected by the authorised development. This schedule relates to Article 40 *(Protective provisions)* and currently contains protective provisions for the benefit of defined classes of service undertakers (electricity, gas, water and sewerage undertakers at Part 1, and electronic communications code operators at Part 2).

6.12.2 In addition, each of Parts 3 – 9 contain provisions for the benefit of a particular body and these remaining Parts are at varying stages of negotiation with the relevant parties. The versions of the protective provisions contained within Parts 3 – 8 of the Order represent the latest point that negotiations have reached with each party and are subject to change (more detail is contained in the Statement of Reasons). In addition, there may be a need for additional parts in the event that any other parties request bespoke protective provisions and the undertaker is willing to negotiate them. The relevant bodies are as follows:

a. Part 3 - for the protection of Anglian Water;

b. Part 4 – for the protection of Cadent Gas Limited;

c. Part 5 – for the protection of the Environment Agency;

d. Part 6 – for the protection of National Grid as electricity and gas undertaker;

e. Part 7 – for the protection of UK Power Networks and Eastern Power Networks PLC;

f. Part 8 – for the protection of drainage authorities;

~~g.~~ Part 9 – for the protection of National Highways; ~~and~~

g. Part 10 – for the protection of Railway Interests (Network Rail Infrastructure Limited); and~~.~~

h. Part 11 – for the protection of East of England Ambulance Service NHS Trust.

6.13 Schedule 13 (Procedure for discharge)

6.13.1 This Schedule provides a bespoke procedure for dealing with an application made to the relevant authority (as defined in the Schedule) for any consent, agreement or approval required or contemplated by the provisions of the Order. It sets out time periods within which decisions must be made and provides for deemed approval of the applications in certain circumstances.

6.13.2 Paragraph 4 makes provision for appeals to be made in the event of a refusal of an application or if the relevant authority requires further information to be provided in relation to that application. Paragraph 5 provides for the payment by the undertaker of fees to the relevant authority for the processing of an application for consent, agreement or approval in respect of a requirement only.

6.13.3 Schedules similar to Schedule 13 have been used in various made orders and can be seen in similar form in DCOs such as **Riverside Energy Park Order 2020**, with the drafting in Schedule 13 having regard to Advice Note 15 (July 2018). The bespoke process is required in order to ensure that applications under the Order are dealt with efficiently so that the authorised development is not held up, and to provide greater certainty with regard to the time periods involved in discharging requirements. Deemed consent of applications is required for the same reason and ensures that the projects required to meet a national need will not be held up by the discharge of requirements. The Schedule relates to Article 42 (*Procedure in relation to certain approvals etc.*), described at 5.6.16 above.

6.14 Schedule 14 (Traffic regulation measures)

6.14.1 This Schedule contains details of the roads that are subject to temporary traffic regulation measures pursuant to Article 44, and contains details of the nature of the measures for each affected street by reference to the Traffic Regulation Measures Plans – Temporary Measures and the Traffic Regulation Measures Plans – Temporary Road Closures. Part 1 specifies the roads that are subject to temporary speed limits, Part 2 specifies the extent of a temporary prohibition (no right turn) in relation to an access to the authorised development, Part 3 specifies the roads that are to be temporarily closed and Part 4 specifies the locations of temporary traffic signal controls.