
Steeple Renewables Project

Draft Development Consent Order – Schedule of Changes

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Draft Development Consent Order – Schedule of Changes

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STEEPLE RENEWABLES PROJECT

Schedule of Changes to the Draft Development Consent Order

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1. Schedule of Changes of the draft Development Consent Order following EXQ1

Table 1: Table of amendments submitted to the draft Development Consent Order (Revision 02) following ExQ1

Article/Paragraph/Schedule Number	Amendment	Reason
Changes made throughout the DCO	Various minor amendments have been made to the dDCO to correct punctuation and grammatical errors	For clarity and consistency.
Changes made throughout the DCO	Amendments have been made to correct cross-referencing errors	For clarity and consistency.
Articles		
Preamble, Paragraph 2	The following paragraph has been amended: <i>The application was examined by the Examining Authority <u>a panel of 2 members</u> 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 2008 Act and the Infrastructure Planning (Examination Procedure) Rules 2010(c).</i>	To update for project specific information.
Preamble, Paragraph 3	The following paragraph has been amended: <i>The Examining Authority <u>panel</u>, [having considered the representations made and not withdrawn] and the application together with the accompanying documents, in accordance with section 83 of the 2008 Act, has submitted a report and recommendation to the Secretary of State.</i>	To update for project specific information.

Preamble, Paragraph 4	<p>The following paragraph has been amended:</p> <p><i>The Secretary of State, [having considered the representations made and not withdrawn], and the recommendations and report of the Examining Authority panel, and <u>has</u> taken into account the environmental information in accordance with regulation 4 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017(a) <u>an, as a national policy statement has effect in relation to the proposed development, has had regard to the documents referred to in section 104(2) of the 2008 Act.</u></i></p>	To update for project specific information.
Preamble, Paragraph 5	<p>The following paragraph has been amended:</p> <p><i><u>The Secretary of State</u> has decided to make an Order granting development consent for the development described in the application [with modifications which in the opinion of the Secretary of State do not make any substantial changes to the proposals comprised in the application.]</i></p>	To update for project specific information.
Preamble, Paragraph 6	<p>The following paragraph has been amended:</p> <p><i>The Secretary of State, in exercise of the powers conferred by sections 114(b), 115(c), 117(d), 120(e), 122(f), and 123(g), 127(h), 138(i), 154 and 229 of, <u>and paragraphs 1 to 5, 10 to 17, 26, 33, 36 and 37 of Part 1 of Schedule 5 to, the 2008 Act, makes the following Order—</u></i></p>	To update for project specific information.
Part 1, Preliminary, Paragraph 2, Interpretation	<p>The following definition have been inserted:</p> <p><i><u>“the 1984 Act” means the Road Traffic Regulation Act 1984(n);</u></i></p>	To provide a definition for a term.
Part 1, Preliminary, Paragraph 2, Interpretation	<p>The following definition has been inserted:</p> <p><i><u>“arboricultural impact assessment” means the document certified by the Secretary of State as the arboricultural impact assessment for the purposes of the Order in accordance with article 36 (certification of plans, etc);</u></i></p>	Revision made to ensure the applicable document is certified.
Part 1, Preliminary, Paragraph 2, Interpretation	<p>The following definition has been removed:</p> <p><i>“battery energy storage” means equipment used for the storage of electrical energy by battery;</i></p>	Term moved to Schedule 1.
Part 1, Preliminary, Paragraph 2, Interpretation	<p>The following definition has been amended:</p> <p><i>“book of reference” means the <u>document</u> book of reference certified by the Secretary of State as the book of reference for the purposes of the Order in accordance with article 34<u>article 36</u> (certification of plans, etc);</i></p>	For clarity and consistency.

Part 1, Preliminary, Paragraph 2, Interpretation	The following definition has been removed: “cable circuit” means an electrical conductor necessary to transmit electricity between two points within the authorised development and may include one or more auxiliary cables for the purpose of gathering monitoring data;	Term not used.
Part 1, Preliminary, Paragraph 2, Interpretation	The following definition has been removed: “CGTV” means a closed circuit television security system;	Term moved to Schedule 1.
Part 1, Preliminary, Paragraph 2, Interpretation	The following definition has been inserted: <u>“flood risk assessment” means the document certified by the Secretary of State as the flood risk assessment for the purposes of this Order in accordance with article 36 (certification of plans, etc);</u>	For clarity and consistency and to ensure that the document is certified.
Part 1, Preliminary, Paragraph 2, Interpretation	The following definition has been amended: “generating station” has the same meaning as in Part 1 of the Electricity Act 1989 Act (see section 64(1) of that Act);	For clarity and consistency
Part 1, Preliminary, Paragraph 2, Interpretation	The following definition has been removed: “inverter” means electrical equipment required to convert direct current power generated by the solar panels to alternating current power;	Term moved to Schedule 1.
Part 1, Preliminary, Paragraph 2, Interpretation	The following definition has been amended: “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, provided these do not give rise to any materially new or materially more adverse <u>different</u> environmental effects compared to those identified in the environmental statement, and “maintenance” and “maintaining” are to be construed accordingly;	To update definition to align with precedent.
Part 1, Preliminary, Paragraph 2, Interpretation	The following definition has been removed: “mounting structure” means a frame or rack with posts made of galvanised steel or other material pushed into the ground to support the solar panels;	Term moved to Schedule 1.
Part 1, Preliminary, Paragraph 2, Interpretation	The following definition has been amended: “Order limits” means the limits shown on the land works plans within which the authorised development may be carried out and land acquired or used;	For clarity and consistency, the works plans are the relevant plans for determining order limits, although the red line is the same across all plans.

Part 1, Preliminary, Paragraph 2, Interpretation	The following definition has been amended: <i>“outline DPdecommissioning plan” means the document certified by the Secretary of State as the outline decommissioning plan for the purposes of the Order in accordance with article 34article 36 (certification of plans, etc);</i>	For clarity and consistency.
Part 1, Preliminary, Paragraph 2, Interpretation	The following definition has been amended: <i>“outline OEMP” means the document certified by the Secretary of State as the outline operational environmentalmanagement plan for the purposes of this Order in accordance with article 34article 36 (certification of plans, etc);</i>	For clarity and consistency.
Part 1, Preliminary, Paragraph 2, Interpretation	The following definition has been amended: <i>“outline skills, supply chain and employment plan” means the document certified by the Secretary of State as the outline skills, supply chain, and employment <u>and skills</u> -plan for the purposes of this Order in accordance with article 34article 36 (certification of plans, etc);</i>	For clarity and consistency.
Part 1, Preliminary, Paragraph 2, Interpretation	The following definition has been inserted: <i><u>“outline WSI” means the documents certified by the Secretary of State as the outline written scheme of investigation for pre-determination trial trenching and the outline written scheme of investigation for post consent archaeological works for the purposes of this Order in accordance with article 36 (certification of plans, etc);</u></i>	Revision made to ensure that the outline WSI as submitted is a certified document.
Part 1, Preliminary, Paragraph 2, Interpretation	The following definition has been removed: <i>“requirements” means those matters set out in Part 1 of Schedule 2 (requirements) and “requirement” means any one of those requirements;</i>	Term removed to improve comprehension throughout DCO.
Part 1, Preliminary, Paragraph 2, Interpretation	The following definition has been inserted: <i><u>“site location plan” means the plan certified by the Secretary of State as the site location plan for the purposes of the Order in accordance with article 36 (certification of plans, etc);</u></i>	Revision made to ensure this plan is certified.
Part 1, Preliminary, Paragraph 2, Interpretation	The following definition has been removed: <i>“solar panel” means a solar photovoltaic panel designed to convert solar irradiance to direct current electrical energy fitted to a mounted structure;</i>	Term moved to Schedule 1.
Part 1, Preliminary, Paragraph 2, Interpretation	The following definition has been inserted:	Revision made to ensure this plan is certified.

	<u>"streets, access and rights of way plan" means the plans described as the access and rights of way plans certified by the Secretary of State for the purposes of this Order in accordance with article 36 (certification of plans, etc);</u>	
Part 1, Preliminary, Paragraph 2, Interpretation	The following definition has been removed: "subsidiary" has the same meaning as in section 1159 of the Companies Act 2006(d);	Term not used.
Part 1, Preliminary, Paragraph 2, Interpretation	The following definition has been removed: "substation" means a compound containing electrical equipment required to switch, transform, convert electricity and provide reactive power compensation with welfare facilities, means of access and other associated facilities;	Term moved to Schedule 1.
Part 1, Preliminary, Paragraph 2, Interpretation	The following definition has been inserted: <u>"surface water drainage strategy" means the document certified by the Secretary of State as the surface water drainage strategy for the purposes of this Order in accordance with article 36 (certification of plans, etc)</u>	Revision to ensure that the document is certified.
Part 1, Preliminary, Paragraph 2, Interpretation	The following definition has been amended: "traffic authority" has the same meaning as in section 121A (traffic authorities) of the Road Traffic Regulation Act 1984(4); Act;	For clarity and consistency.
Part 1, Preliminary, Paragraph 2, Interpretation	The following definition has been removed: "transformer" means a structure containing electrical switch gear serving to transform electricity generated by the solar panels and imported and exported by the batteries to a higher voltage;	Term moved to Schedule 1.
Part 1, Preliminary, Paragraph 2, Interpretation	The following definition has been amended: "tree retention and removal plan and protection plan" means the document plans described as the tree retention and removal plan and the tree protection plan included in the arboricultural impact assessment certified by the Secretary of State as the tree retention/removal plan and protection plan_ for the purposes of this Order in accordance with article 34article 36 (certification of plans, etc) as part of that arboricultural impact assessment;	To simplify the stated term and to align with the structure of the applicable, cited documents.
Part 2, Principal Powers, Article 4, Power to maintain the authorised development	Sub-paragraph (3) has been amended as follows: <i>(3) This article does not authorise the carrying out of any works which are likely to give rise to any materially new or materially more adversedifferent environmental effects compared to those identified in the environmental statement.</i>	To align with precedent drafting.

<p>Part 2, Principal Powers, Article 6, Disapplication and modification of legislative provisions</p>	<p>Sub-paragraph (2) has been amended as follows: “(k) or for the carrying out development or maintenance of development which has been authorised by the Steeple Renewables Project Order 202[•].”</p>	<p>For clarity, to ensure that the modification proposed is appropriately drafted to ensure that the Hedgerow Regulations 1997 can be read alongside the Order.</p>
<p>Part 2, Principal Powers, Article 7, Defence to proceedings in respect of statutory nuisance</p>	<p>Sub-paragraph (1) has been amended as follows: (1) <i>Where proceedings are brought under section 82(1) (summary proceedings by a person aggrieved by statutory nuisance) of the Environmental Protection Act 1990(a) in relation to a nuisance falling within paragraph (d), (fb), (g), or (ga) of section 79(1) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance) no order is to be made, and no fine is to be imposed, under section 82(2) of that Act if—</i></p>	<p>To align with those potential nuisances listed in the Statement of Statutory Nuisance.</p>
<p>Part 3, Streets, Article 8, Street works</p>	<p>Sub-paragraph (3) has been amended as follows: (3) In this article “apparatus” has the same meaning as Part 3 of the 1991 Act. (3) <i>Subject to article 9, w</i>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 under paragraph (1).</p>	<p>The definition has been removed as it is unnecessary. Sub-paragraph (3) is a consequential amendment due to the inclusion of the new Article 9 (Application of the 1991 Act).</p>
<p>Part 3, Streets, Article 9, Application of the 1991 Act</p>	<p>The following article has been inserted: <u>Application of the 1991 Act</u> <u>9.—(1) Works executed under this Order in relation to a highway which consists of or includes a carriageway are to be treated for the purposes of Part 3 (street works in England and Wales) of the 1991 Act as major highway works if they are of a description in section 86(3)(a) of the 1991 Act;</u> <u>(2) In Part 3 of the 1991 Act references to the highway authority concerned are, in relation to works which are major highway works by virtue of paragraph (1), to be construed as references to the undertaker.</u> <u>(3) The following provisions of the 1991 Act do not apply in relation to any works executed under the powers conferred by this Order—</u> <u>(a) section 56(b) (power to give directions as to timing of street works);</u> <u>(b) section 56A(c) (power to give directions as to placing of apparatus);</u> <u>(c) section 58(d) (restriction on works following substantial road works);</u> <u>(d) section 58A(e) (restriction on works following substantial street works); and</u></p>	<p>This has been added to provide a clear route to the application of the 1991 Act in favour of the Nottinghamshire County Council Permit Scheme Order 2020.</p>

(e) schedule 3A(f) (restriction on works following substantial street works).

(4) The provisions of the 1991 Act mentioned in paragraph 0 (which, together with other provisions of that Act, apply in relation to the execution of street works) and any regulations made, or code of practice issued or approved, under those provisions apply (with the necessary modifications) in relation to any stopping up, alteration or diversion of a street of a temporary nature by the undertaker under the powers conferred by article 12 (temporary stopping up and restriction of use of streets) whether or not the stopping up, alteration or diversion constitutes street works within the meaning of that Act.

(5) The provisions of the 1991 Act(g) referred to in paragraph 0 are—

(a) section 55 (notice of starting date of works), subject to paragraph 0;

(b) section 57 (notice of emergency works);

(c) section 60 (general duty of undertakers to co-operate);

(d) section 68 (facilities to be afforded to street authority);

(e) section 69 (works likely to affect other apparatus in the street);

(f) section 76 (liability for cost of temporary traffic regulation); and

(g) section 77 (liability for cost of use of alternative route),

and all such other provisions as apply for the purposes of the provisions mentioned above.

(6) Section 55 of the 1991 Act as applied by paragraph 0 have effect as if references in section 57 of that Act to emergency works were a reference to a stopping up, alteration or diversion (as the case may be) required in a case of emergency.

(7) Any permit scheme pursuant to section 33A, and Part 3 of the 2004 Act in operation within the Order limits is disapplied in favour of the aforementioned paragraphs of this article.

Part 3, Streets, Article 10, Power to alter layout, etc., of streets

The following sub-paragraphs have been inserted:

(4) The powers conferred by paragraph (2)—

(a) are exercisable on the giving of not less than six weeks' notice to the street authority; and

(b) are not to be exercised without the consent of the street authority.

(5) If a street authority which received an application for consent under paragraph (4) fails to notify the undertaker of its decision before the end of the period of six

To provide a process for obtaining the applicable consent.

	<p><u>weeks beginning with the date on which the application was made, it is deemed to have granted consent.</u></p> <p><u>(6) Any application to which this article applies must include a statement that the provisions of paragraph (5) apply.</u></p> <p><u>(7) Paragraphs (4), (5) and (6) do not apply where the undertaker is the street authority for a street in which the works are being carried out.</u></p>	
Part 3, Streets, Article 11, Access to works	<p>Sub-paragraph (1) has been amended as follows:</p> <p><i>(a) form and lay out the permanent means of access, or improve existing means of access, in the locations specified in Part 1 (permanent <u>private</u> means of access to works) of Schedule 5 (access to works);</i></p> <p><i>(b) form and lay out the temporary means of access in the location specified in Part 2 (temporary <u>private</u> means of access to works) of Schedule 5; and</i></p>	For clarity and consistency.
Part 3, Streets, Article 12, Temporary stopping up of streets and public rights of way	<p>Sub-paragraph (6) has been amended as follows:</p> <p><i>(6) Any person who suffers loss by the suspension of any right of way under this article is entitled to compensation to be determined, in case of dispute, <u>as if it were a dispute</u> under Part 1 (determination of questions of disputed compensation) of the 1961 Act.</i></p>	For clarity and consistency.
Part 3, Streets, Article 14, Traffic regulation measures	<p>Sub-paragraph (5)(d) has been amended as follows:</p> <p><i>(d) either—</i></p> <p><i>(i) in relation to the construction of the authorised development only, have first obtained approval under requirement 9 <u>Schedule 2, Part 1, paragraph 8</u> for a construction traffic management plan for the phase of the authorised development in relation to which the power conferred by paragraph (1) or (2) is sought to be utilised; or</i></p> <p><i>(ii) in relation to the decommissioning of the authorised development only, have first obtained approval under requirement 22 <u>Schedule 2, Part 1, paragraph 21</u> for a decommissioning traffic management plan for the part of the authorised development in relation to which the power conferred by paragraph (1) or (2) is sought to be utilised.</i></p>	For clarity and consistency.
Part 4, Supplemental Powers, Article 15, Discharge of water	<p>Sub-paragraph (1) has been amended as follows:</p> <p><i>15.—(2) Subject to paragraphs (3), (4) and (7) the undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the carrying out 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</i></p>	For clarity and consistency.

	<i>Order limits, make openings into, and connections with, the watercourse, public sewer or drain.</i>	
Part 4, Supplemental Powers, Article 15, Discharge of water	Sub-paragraph (10) has been inserted as follows: <i>(10) An application for consent under paragraph (3) or for approval under paragraph (4)(a) must contain a written statement that the provisions of paragraph (9) apply to that application.</i>	To provide balance against the “guillotine provision”.
Part 4, Supplemental Powers, Article 16, Protective works to buildings	Sub-paragraph (10) has been amended as follows: <i>(10) Any compensation payable under paragraph (7) or (8) must be determined, in case of dispute, as if it were a dispute under Part 1 (determination of questions of disputed compensation) of the 1961 Act.</i>	For clarity and consistency.
Part 4, Supplemental Powers, Article 17, Authority to survey and investigate the land	Sub-paragraph (5) has been amended as follows: <i>(5) 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, as if it were a dispute under Part 1 (determination of questions of disputed compensation) of the 1961 Act.</i>	For clarity and consistency.
Part 4, Supplemental Powers, Article 17, Authority to survey and investigate the land	Sub-paragraph (6) has been amended as follows: <i>(a) under paragraph (4)(ab) in the case of a highway authority; or (b) under paragraph (4)(be) in the case of a street authority,</i>	For clarity and consistency.
Part 4, Supplemental Powers, Article 17, Authority to survey and investigate the land	The following sub-paragraphs have been inserted: <i>(7) Any application for consent under paragraph (4)(b) or (4)(c) must include a statement that the provisions of paragraph (6) apply to that application. (8) If an application for consent under paragraph (4)(b) or (4)(c) does not include the statement required under paragraph (7), then the provisions of paragraph (6) will not apply to that application.</i>	To provide balance against the “guillotine provision”.
Part 5, Powers of Acquisition, Article 18, Compulsory acquisition of land	Sub-paragraph (2) has been amended as follows: <i>(2) This article is subject to paragraph (2) of article 19 (time limit for exercise of authority to acquire land compulsorily) and article 19-20 (compulsory acquisition of rights). and article 26 (temporary use of land for carrying out the authorised development).</i>	To address the precise list of articles that might restrict the general operation of article 18 (compulsory acquisition of land).

Part 5, Powers of Acquisition, Article 19, Time limit for exercise of authority to acquire land compulsorily	Sub-paragraph (1)(a) has been amended as follows: <i>(a) no notice to treat is to be served under Part 1 (compulsory purchase under Acquisition of Land Act 1946) of the 1965 Act as modified by article 25 (modification of Part 1 of the 1965 Act); and</i>	For clarity and consistency.
Part 5, Powers of Acquisition, Article 21, Private rights	Sub-paragraph (4) has been amended as follows: <i>(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)(b) of the 2008 Act to be determined, in case of dispute, as if it were a dispute under Part 1 of the 1961 Act.</i>	For clarity and consistency.
Part 5, Powers of Acquisition, Article 22, Application of the 1981 Act	Sub-paragraph (6) has been amended: <i>(6) In section 5B(1) (extension of time limit during challenge)(b) for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order), the three applicable period for the purposes of section year period mentioned in 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 18-19 (time limit for exercise of authority to acquire land compulsorily) of the Steeple Renewables Project Order 202[•].”</i>	To reflect amendments made to the underlying legislation caused by Levelling Up and Regeneration Act 2023.
Part 5, Powers of Acquisition, Article 25, Modification of Part 1 of the Compulsory Purchase Act 1965	Sub-paragraph (2) has been amended as follows: <i>(2) In section 4A(1) (extension of time limit during challenge) for “section 23 of the Acquisition of Land Act 1981 (application to the High Court in respect of compulsory purchase order), the three year period mentioned in applicable period for the purposes of 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 18-19 (time limit for exercise of authority to acquire land compulsorily) of the Steeple Renewables Project Order 202[•].”</i>	To reflect amendments made to the underlying legislation caused by Levelling Up and Regeneration Act 2023.
Part 5, Powers of Acquisition, Article 26, Rights under or over streets	Sub-paragraph (4) has been amended as follows: <i>(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, as if it were a dispute under Part 1 (determination of questions of disputed compensation) of the 1961 Act.</i>	For clarity and consistency.

<p>Part 5, Powers of Acquisition, Article 27, Temporary use of land for carrying out the authorised development</p>	<p>Sub-paragraph (1)(b) has been amended as follows: <i>(b) for the carrying out of site preparation works, construction and decommissioning for of the authorised development.</i></p>	<p>For clarity and consistency.</p>
<p>Part 5, Powers of Acquisition, Article 27, Temporary use of land for carrying out the authorised development</p>	<p>Sub-paragraph (7) has been amended as follows: <i>Any dispute as to a person's entitlement to compensation under paragraph (5), or as to the amount of the compensation, must be determined, <u>as if it were a dispute under Part 1 (determination of questions of disputed compensation) of the 1961 Act.</u></i></p>	<p>For clarity and consistency.</p>
<p>Part 5, Powers of Acquisition, Article 27, Temporary use of land for carrying out the authorised development</p>	<p>The following sub-paragraphs have been removed: <i>(10) The undertaker must not compulsorily acquire, acquire new rights over or impose restrictive covenants over, the land referred to in paragraph (1)(a)(i) under this Order.</i> <i>(11) Nothing in this article precludes the undertaker from—</i> <i>(a) creating and acquiring new rights or imposing restrictions over any part of the Order land identified in Schedule 7 (land in which only new rights etc. may be acquired); or</i> <i>(b) acquiring any part of the subsoil of (or rights in the subsoil of) that land under article 22 (acquisition of subsoil only) or any part of the subsoil or air space over that land under article 25 (rights under or over streets).</i></p>	<p>To remove entries previously included in error. These entries are not required due to the undertaker not having any land which is solely listed as temporary possession land.</p>
<p>Part 5, Powers of Acquisition, Article 28, Temporary use of land for maintaining authorised development</p>	<p>Sub-paragraph (7) has been amended as follows: <i>(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 <u>as if it were a dispute under Part 1 (determination of questions of disputed compensation) of the 1961 Act.</u></i></p>	<p>For clarity and consistency.</p>
<p>Part 5, Powers of Acquisition, Article 28, Temporary use of land for maintaining authorised development</p>	<p>Sub-paragraph (11) has been amended as follows: <i>(11) In this article "the maintenance period" means the period of 5 years beginning with the date on which a phase of the authorised development first exports electricity to the national electricity transmission network <u>except in relation to landscaping where "the maintenance period" means such period as set out in Schedule 2 paragraph 4(2) (implementation and maintenance of landscaping).</u></i></p>	<p>To ensure period is appropriately flexible and can address the period set out in requirements.</p>

Part 6, Operations, Article 34, Felling or lopping of trees or removal of hedgerows

The following article has been moved with amendments:

Felling or lopping of trees or removal of hedgerows

34.—(1) 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—

(a) from obstructing or interfering with the construction, maintenance, operation or decommissioning of the authorised development or any apparatus used in connection with the authorised development;

(b) from 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), 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; and

(c) pay compensation to any person for any loss or damage arising from such activity.

(3) Any dispute as to a person's entitlement to compensation under paragraph (2), or as to the amount of compensation, must be determined as if it were a dispute under Part 1 of the 1961 Act.

(4) The undertaker may, for the purposes of the authorised development—

(a) remove those parts of the important hedgerows within the Order limits and specified in Schedule 9 Part 1 (removal of important hedgerows); and

(b) remove those parts of the hedgerows as are within the Order limits and specified in Schedule 9 Part 2 (removal of hedgerows)

(5) The undertaker may not pursuant to paragraphs (1) fell or lop a tree or remove hedgerows or important hedgerows within the extent of the publicly maintainable highway without the prior consent of the highway authority.

(6) In this article "hedgerow" and "important hedgerow" have the same meaning as in the Hedgerow Regulations 1997(a).

This has been moved from Part 7 to sit more appropriately within the Part 6 (Operations) of the Order. Sub-paragraph 4 has been added to ensure that Schedule 9 is operative.

**Part 7, Miscellaneous and general,
article 36, Certification of plans, etc.**

Sub-paragraph (1) has been amended as follows:

(3) The undertaker must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of ~~the~~each of the plans and documents set out in Schedule 12 (documents to be certified) for certification that they are true copies of the plans and documents referred to in this Order. —

~~(a) book of reference;~~

~~(b) land plans;~~

~~(c) works plans;~~

~~(d) environmental statement;~~

~~(e) tree retention/removal plan and protection plan;~~

~~(f) outline construction environmental management plan;~~

~~(g) outline construction traffic management plan;~~

~~(h) outline landscape and ecological management plan;~~

~~(i) outline fire risk management plan;~~

~~(j) outline decommissioning plan; and~~

~~(k) streets, access and rights of way plan;~~

~~for certification that they are true copies of the documents referred to in this Order.~~

For clarity and consistency.

**Part 7, Miscellaneous and general,
Article 36, Felling or lopping of trees
or removal of hedgerows**

Article 36 has been removed as follows:

~~Felling or lopping of trees or removal of hedgerows~~

~~36. (1) — 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 —~~

~~(a) from obstructing or interfering with the construction, maintenance, operation or decommissioning of the authorised development or any apparatus used in connection with the authorised development;~~

~~(b) from 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), the undertaker must —~~

Consequential amendment.

~~(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; and~~

~~(c) pay compensation to any person for any loss or damage arising from such activity.~~

~~(3) Any dispute as to a person's entitlement to compensation under paragraph (2), or as to the amount of compensation, must be determined under Part 1 of the 1961 Act.~~

~~(4) The undertaker may not pursuant to paragraphs (1) fell or lop a tree or remove hedgerows or important hedgerows within the extent of the publicly maintainable highway without the prior consent of the highway authority.~~

~~(5) In this article "hedgerow" and "important hedgerow" have the same meaning as in the Hedgerow Regulations 1997(a).~~

**Part 7, Miscellaneous and general,
Article 43, Planning permissions**

Article 43 has been amended as follows:

~~**Inconsistent planning**~~ **Planning permissions**

~~43—(1) If planning permission is granted under the powers conferred by the 1990 Act for development, any part of which is within the Order limits, following the coming into force of this Order that is—~~

~~(a) not itself a nationally significant infrastructure project under the 2008 Act or part of such a project; or~~

~~(b) required to complete or enable the use or operation of any part of the development authorised by this Order,~~

~~then the carrying out, use or operation of such development under the terms of the planning permission does not constitute a breach of the terms of this Order.~~

~~Any planning permission which has been initiated prior to the commencement of the authorised development pursuant to this Order may continue to be lawfully implemented thereafter notwithstanding any physical incompatibility with the authorised development or inconsistency with any provision of this Order.~~

~~As from the date on which the authorised development is commenced any conditions of a planning permission granted pursuant to Part 3 (Control over Development) of the 1990 Act (whether express or otherwise) which relate to land within the Order limits or land adjacent to the Order limits cease to have~~

This article has been stripped back and edited as a result of ExQ1s on the topic. This was decided as a result of recent SoS decisions on similar wording.

~~effect to the extent they are inconsistent with the authorised development or with anything done or approved under the requirements in Schedule 2 (requirements).
As from the date of this Order where planning permission (whether express or otherwise) is granted (whether prior to the date of this Order or after) pursuant to Part 3 of the 1990 Act in respect of land within the Order limits for development not forming part of the authorised development, the carrying out of development pursuant to such planning permission is not to operate to prevent the undertaker from carrying out further works for the development of the authorised development pursuant to the terms of this Order.
Nothing in this Order restricts the undertaker from seeking or implementing, or the local planning authority from granting, planning permission for development within the Order limits.
Any development or any part of a development within the Order limits which is constructed or used under the authority of a planning permission pursuant to Part 3 of the 1990 Act (whether express or otherwise) following the coming into force of this Order is to be disregarded at all times for the purposes of ascertaining whether or not an offence has been committed under the provisions of section 160 (offences) or 161 (breach of terms of order granting development consent) of the 2008 Act.~~

Schedules

Schedule 1, Authorised Development, Paragraph 1

The following paragraph has been inserted:

1. In this Schedule

“balance of solar plant” means inverters, transformers, and switch gear and would be either—

(a) Inverter / transformer stations, each being a station comprising centralised inverters, transformers and switch gear combined as a solar conversion unit or separated with each component for each solar station either—

(i) a “solar station” located outside, with a concrete foundation slab or placed on metal skids for each of the inverters and transformers and switch gear; or

(ii) housed together within a container sitting on a concrete foundation slab or placed on metal skids; or

(b) string inverters attached either to mounting structures or a ground mounted frame switchgear and transformers on a concrete foundation slab or placed on metal skids;

Terms moved, added into Schedule 1 to provide clarity and consistency.

“battery energy storage” means equipment used for the storage of electrical energy by battery;

“CCTV” means a closed circuit television security system;

“electrical cables” means

(b) cables of differing types and voltages installed for the purposes of conducting electricity, auxiliary cables, cables connecting to direct current (DC) boxes, earthing cables and optical fibre cables;

(c) excavations to install trenching, including storage of excavated material;

(d) provision of ducting or alternative means of conducting media including jointing pits hardstanding adjoining the jointing pits, combiner boxes, fibre bays, cable ducts, cable protections, joint protection, manholes, kiosks, marker posts, underground cable marker, tiles and tape, send and receive pits for horizontal directional drilling, trenching, lighting, and a put or container to capture fluids associated with drilling

“inverter” means electrical equipment required to convert direct current power generated by the solar panels to alternating current power;

“mounting structure” means a frame or rack with posts made of galvanised steel or other material pushed into the ground to support the solar panels;

“solar panel” means a solar photovoltaic panel designed to convert solar irradiance to direct current electrical energy fitted to a mounted structure;

“substation” means a compound containing electrical equipment required to switch, transform, convert electricity and provide reactive power compensation with welfare facilities, means of access and other associated facilities;

“switch gear” means a combination of electrical disconnect switches, fuses or circuit breakers used to control, protect, and isolate electrical equipment; and

“transformer” means a structure containing electrical switch gear serving to transform electricity generated by the solar panels and imported and exported by the batteries to a higher voltage.

Schedule 1, Authorised Development, Paragraph 2

Paragraph 2 has been amended as follows:

1.2. In the District of Bassetlaw and in the County of Nottinghamshire 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 authorised by this Order comprises a generating station with a gross electrical output of over 50

For clarity and consistency.

	megawatts alternating current comprising all of any of the work numbers in this Schedule or any part of any work number in this Schedule comprises the following works —	
Schedule 1, Authorised Development, Paragraph 2, Work No. 1	The following sentence has been amended: <i>and associated development within the meaning of section 115(2) (for which development consent may be granted) of the 2008 Act</i> including comprising —	For clarity and consistency.
Schedule 2, Requirements, Part 1, Paragraph 2. Phases of authorised development and date of final commissioning	Sub-paragraph (1) has been amended as follows: <i>(1) The authorised development</i> may must not be commenced until a written scheme setting out the phases of construction of the authorised development has been submitted to and approved by the local planning authority.	For clarity and consistency.
Schedule 2, Requirements, Part 1, Paragraph 3, Detailed design approval	Paragraph (3) has been amended as follows: —(1) No phase of the authorised development may can 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; and (j) fencing ; relating to that phase have been submitted to and approved in writing by the local planning authority. (2) The details submitted must accord with the— (a) site location plan; (b) works plans; and (c) design parameters and principles . The authorised development must be carried out in accordance with the approved details.	For clarity and consistency.

<p>Schedule 2, Requirements, Part 1, Paragraph 5, Arboricultural method statement (AMS)</p>	<p>Paragraph (5) has been amended as follows:</p> <p>5.—(1) <i>No phase of the authorised development may can commence until an AMS for that phase has been submitted to and approved by the local planning authority.</i></p> <p>(2) <i>Any AMS submitted for approval must be in accordance with the tree retention and removal plan and protection plan contained within appendix 6.5 (arboricultural impact assessment) of the environmental statement and any</i></p> <p>(3) <i>Each phase of the authorised development must comply with the approved AMS approved pursuant to sub-paragraph (1) for the must be adhered to for the duration of the works in the phase of the authorised development to which the AMS relates</i></p>	<p>For clarity and consistency.</p>
<p>Schedule 2, Requirements, Part 1, Paragraph 6, Landscape and ecological management plan (LEMP)</p>	<p>Sub-paragraph (1) has been amended as follows:</p> <p>(1) <i>No phase of the authorised development may can commence until a LEMP covering that phase which accords with the outline LEMP has been submitted to and approved by the local planning authority in consultation with Natural England.</i></p>	<p>For clarity and consistency.</p>
<p>Schedule 2, Requirements, Part 1, Paragraph 6, Landscape and ecological management plan (LEMP)</p>	<p>Sub-paragraph (3) has been amended as follows:</p> <p>(3) <i>The LEMP must be implemented <u>in accordance with the scheme</u> as approved pursuant to sub-paragraph (1) and <u>the implemented measures thereafter</u> maintained throughout the operation of the relevant part of the authorised development to which the plan relates <u>in accordance with the LEMP</u>.</i></p>	<p>For clarity and consistency.</p>
<p>Schedule 2, Requirements, Part 1, Paragraph 7, Construction environmental management plan (CEMP)</p>	<p>The following sub-paragraphs have been amended:</p> <p>7.—(1) <i>No phase of the authorised development may can commence until a CEMP for that phase has been submitted to and approved by the local planning authority in consultation with the Environment Agency and Natural England.</i></p> <p>(2) <i>Any CEMP submitted for approval must be in accordance with the outline CEMP. and</i></p> <p>(3) <i>any All construction works associated with a relevant phase must adhere to the approved CEMP <u>for that phase</u>. must be adhered to for the duration of the works in the phase of the authorised development to which the CEMP relates.</i></p>	<p>For clarity and consistency.</p>
<p>Schedule 2, Requirements, Part 1, Paragraph 7, Construction</p>	<p>Sub-paragraph (6) has been amended as follows:</p>	<p>For clarity and consistency.</p>

<p>environmental management plan (CEMP)</p>	<p>(6) For the purposes of requirement 8(1)<u>this paragraph</u> “commence” includes any site preparation works comprising site clearance (including vegetation removal, demolition of existing buildings and structures).</p>	
<p>Schedule 2, Requirements, Part 1, Paragraph 8, Construction traffic management plan (CTMP)</p>	<p>Sub-paragraph (1) has been amended as follows: (1) No phase of the authorised development can<u>is to be</u> commenced until a CTMP covering that phase, and prepared in accordance with the outline CTMP has been submitted to and approved by the local planning authority in consultation with the highway authority for the highway(s) to which the CTMP for that phase relates.</p>	<p>For clarity and consistency.</p>
<p>Schedule 2, Requirements, Part 1, Paragraph 8, Construction traffic management plan (CTMP)</p>	<p>Sub-paragraph (4) has been amended as follows: (4) For the purposes of requirement 9(1)<u>this paragraph</u> “commence” includes any site preparation works comprising site clearance (including vegetation removal, demolition of existing buildings and structures).</p>	<p>For clarity and consistency.</p>
<p>Schedule 2, Requirements, Part 1, Paragraph 9, Operational environmental management plan (OEMP)</p>	<p>Sub-paragraph (1) has been amended as follows: (1) No phase of the authorised development may<u>can</u> commence until an OEMP which accords with<u>prepared in accordance with</u> the outline OEMP for that phase has been submitted to and approved by the local planning authority.</p>	<p>For clarity and consistency.</p>
<p>Schedule 2, Requirements, Part 1, Paragraph 9, Operational environmental management plan (OEMP)</p>	<p>Sub-paragraph (3) has been amended as follows: (3) The OEMP must be implemented <u>in accordance with the scheme</u> as approved <u>pursuant to sub-paragraph (1)</u> and <u>the implemented measures thereafter</u> maintained throughout the operation of the relevant part of the authorised development to which the plan relates <u>in accordance with the OEMP</u>.</p>	<p>For clarity and consistency.</p>
<p>Schedule 2, Requirements, Part 1, Paragraph 10, Fire risk management plan (FRMP)</p>	<p>Paragraph (10) has been amended as follows: (10).—(1) Prior to commencement of Work No. 2 a FRMP must not be commenced until a FRMP <u>be</u> is submitted to and approved by the local planning authority. (2) The submitted FRMP must either <u>be in accordance</u> with the outline FRMP or <u>otherwise</u> detail such changes as the undertaker considers are required. (3) In the event that the submitted FRMP proposes d changes to the outline FRMP, the local planning authority must not approve the FRMP until it has consulted with the Health and Safety Executive and Nottinghamshire Fire and Rescue Service.</p>	<p>For clarity and consistency.</p>

	<p>(4) The FRMP must be implemented <u>in accordance with the scheme</u> as approved pursuant to sub-paragraph (1) and <u>the implemented measures thereafter</u> maintained throughout the construction, maintenance, operation and decommissioning of the authorised development <u>in accordance with the FRMP</u>.</p>	
<p>Schedule 2, Requirements, Part 1, Paragraph 11, Soil management plan (SMP)</p>	<p>Paragraph (11) has been amended as follows:</p> <p>11.—(1) No phase of the authorised development may can commence until an SMP which accords <u>prepared in accordance</u> with the outline SMP for that phase has been submitted to and approved by the local planning authority <u>in consultation with Natural England</u>.</p> <p><u>(2) The SMP must be implemented in accordance with the scheme as approved pursuant to sub-paragraph (1) and the implemented measures thereafter maintained throughout the operation of the relevant part of the authorised development to which the plan relates in accordance with the approved SMP.</u></p> <p>(2) The SMP must be implemented as approved.</p>	<p>For clarity and consistency.</p>
<p>Schedule 2, Requirements, Part 1, Paragraph 12, Land contamination</p>	<p>Sub-paragraph (1) has been amended as follows:</p> <p>(1) No phase of the authorised development, and no part of the site preparation works for the phase comprising remedial work in respect of any contamination, may can commence until a contamination risk assessment in respect of soils has been produced which is to include details of—</p>	<p>For clarity and consistency.</p>
<p>Schedule 2, Requirements, Part 1, Paragraph 12, Land contamination</p>	<p>Sub-paragraph (3) has been amended as follows:</p> <p>(3) Where the undertaker <u>risk assessment</u> determines that remediation is necessary, a written scheme and programme for the remedial measures to be taken to render the land fit for its intended purpose must be prepared submitted to and approved in writing by the local planning authority in consultation with the Environment Agency.</p>	<p>For clarity and consistency.</p>
<p>Schedule 2, Requirements, Part 1, Paragraph 13, Public rights of way diversions</p>	<p>Sub-paragraph (1) has been amended as follows:</p> <p>(1) No phase of the authorised development may can commence and no decommissioning will be undertaken until a public rights of way management plan for any sections of public rights of way shown to be temporarily closed on the streets, access and rights of way plans for that phase has been submitted to and approved by the local planning authority in consultation with the relevant highway authority.</p>	<p>For clarity and consistency.</p>

<p>Schedule 2, Requirements, Part 1, Paragraph 14, Operational noise</p>	<p>Sub-paragraph (1) has been amended as follows: <i>(1) No phase of the authorised development may can 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 outline OEMP are to be complied with for that phase has been submitted to and approved by the local planning authority.</i></p>	<p>For clarity and consistency.</p>
<p>Schedule 2, Requirements, Part 1, Paragraph 15, Fencing and other means of enclosure</p>	<p>Sub-paragraph (1) has been amended as follows: <i>(1) No phase of the authorised development may can commence until written details of all proposed permanent and temporary fences, walls or other means of enclosure of the connection works for that phase have been submitted to and approved by the local planning authority as part of the detailed design approval required by requirement paragraph 34(1) <u>of this Schedule</u>.</i></p>	<p>For clarity and consistency.</p>
<p>Schedule 2, Requirements, Part 1, Paragraph 15, Fencing and other means of enclosure</p>	<p>Sub-paragraph (2) has been amended as follows: <i>(2) No site preparation works are to be can commenced until written details of all proposed temporary fences, walls or other means of enclosure for the site preparation works have been submitted to and approved by the local planning authority.</i></p>	<p>For clarity and consistency.</p>
<p>Schedule 2, Requirements, Part 1, Paragraph 15, Fencing and other means of enclosure</p>	<p>The following sub-paragraphs have been moved/inserted: <u><i>(4) Any construction site must remain securely fenced in accordance with the approved details at all times during construction of the authorised development.</i></u> <u><i>(5) Any approved permanent fencing must be completed before completion the date of final commissioning of the authorised development in accordance with the written details established by sub-paragraph (1) and thereafter maintained in accordance with the approved details.</i></u> <u><i>(6) Any temporary fencing must be removed on completion of the phase of construction of the authorised development for which it was used.</i></u> <u><i>(7) For the purposes of this paragraph “commence” includes any site preparation works.</i></u></p>	<p>For clarity and consistency, to re-draft to be more chronological.</p>
<p>Schedule 2, Requirements, Part 1, Paragraph 16, Surface and foul water drainage</p>	<p>Sub-paragraph (1) has been amended as follows: <i>(1) No phase of the authorised development may can commence until written details of the surface and foul water drainage system for that phase have been submitted to and approved by the local planning authority.</i></p>	<p>For clarity and consistency.</p>

Schedule 2, Requirements, Part 1, Paragraph 16, Surface and foul water drainage	Sub-paragraph (2) has been amended as follows: <i>(2) The details submitted under sub-paragraph (1) must be in accordance with and include the plans and strategies referred to in the flood risk assessment and the outline drainage strategy <u>surface water drainage strategy</u>.</i>	To align with name of relevant document.
Schedule 2, Requirements, Part 1, Paragraph 17, Archaeology	Sub-paragraph (1) has been amended as follows: <i>(1) No phase within the authorised development, and no part of the site preparation works for that phase, may <u>can</u> commence until an archaeological written scheme of investigation (WSI) for that phase has been submitted to and approved by the local planning authority in consultation with the county archaeologist.</i>	For clarity and consistency.
Schedule 2, Requirements, Part 1, Paragraph 18, Permissive path	Sub-paragraph (2) has been amended as follows: <i>(2) No phase of the authorised development which includes a permissive path may <u>can</u> commence until written details of the route and maintenance provisions have been submitted to and approved by the local planning authority as part of the detailed design approval required by paragraph <u>requirement 34(1) of this Schedule.</u></i>	For clarity and consistency.
Schedule 2, Requirements, Part 1, Paragraph 19, Construction hours	Sub-paragraph (2)(b) has been amended as follows: <i>(b) works which do not cause noise that is audible at the boundary of the Order limits. and do not give rise to any materially new or materially more adverse environmental effects compared to those identified in the environmental statement.</i>	Removed as defunct, as explained in responses to ExQ1s.
Schedule 2, Requirements, Part 1, Paragraph 19, Construction hours	Sub-paragraph (4) has been removed as follows: <i>(4) Save for emergency works, works under sub-paragraph (2) must be carried out in accordance with the approved scheme.</i>	Removed as paragraph (2)(a) already serves to exclude emergency works from the requirement.
Schedule 2, Requirements, Part 1, Paragraph 20, Protected species	Sub-paragraph (1) has been amended as follows: <i>(1) No phase of the authorised development may <u>can</u> commence until protected species surveys have been carried out by a suitably qualified person. The surveys shall <u>will</u> inform the mitigation measures required for the protection of such species, which shall <u>will</u> be incorporated into a s <u>Species</u> p <u>Protection</u> p <u>Plan</u> that shall <u>will</u> include a scheme of protection and mitigation.</i>	For clarity and consistency.
Schedule 2, Requirements, Part 1, Paragraph 20, Protected species	Sub-paragraph (3) has been amended as follows	For clarity and consistency.

	<p>(3) In this requirement paragraph, “protected species” refers to any species defined as a European Protected species in regulations 42 (European protected species of animals) and 46 (European protected species of plants) of the Conservation of Habitats and Species Regulations 2017(1) or any species to which Part I (wildlife) and Schedule 5 (animals which are protected) of the Wildlife and Countryside Act 1981(2) applies.</p>	
<p>Schedule 2, Requirements, Part 1, Paragraph 21, Decommissioning and restoration</p>	<p>Sub-paragraph (1) has been amended as follows:</p> <p><i>(1) Within 3 months of the date that the undertaker decides to decommission any part of the solar farm works and grid connection works, or no later than 6 months before the 40th anniversary of the date of final commissioning of the first phase of Work No. 1 as notified by the undertaker pursuant to requirement paragraph 23 (phasing of the authorised development and date of final commissioning) of this Schedule the undertaker must submit to the local planning authority for that part (or both local planning authorities where that part falls within the administrative areas of Bassetlaw District Council and Nottinghamshire County Council) for approval a decommissioning plan and a decommissioning traffic management plan for that part. Decommissioning will commence no later than 40 years following the date of final commissioning of the first phase of Work No. 1.</i></p>	<p>For clarity and consistency.</p>
<p>Schedule 2, Requirements, Part 1, Paragraph 21, Decommissioning and restoration</p>	<p>Sub-paragraph (3)(b) has been inserted as follows:</p> <p><i>(b) a waste management strategy;</i></p>	<p>To align with the outline decommissioning plan.</p>
<p>Schedule 2, Requirements, Part 1, Paragraph 21, Decommissioning and restoration</p>	<p>Sub-paragraph (4) has been amended as follows:</p> <p><i>(4) No Decommissioning works may must not be carried out until the local planning authority or both relevant local planning authorities (as applicable) has/have approved the plans submitted in relation to such works in consultation with the Environment Agency and Natural England.</i></p>	<p>For clarity and consistency.</p>
<p>Schedule 2, Requirements, Part 1, Paragraph 22, Skills, supply chain and employment</p>	<p>Paragraph (22) has been amended as follows:</p> <p><i>(1) No phase of the authorised development may can commence until a skills, supply chain and employment plan in relation to that part has been submitted to and approved by the local planning authority.</i></p> <p><i>(2) The skills, supply chain and employment plan must be substantially in accordance with the outline supply chain, employment and skills plan skills, supply chain and employment plan.</i></p>	<p>For clarity and consistency.</p>

	<p>(3) Any plan under this paragraph must identify opportunities for individuals and businesses to access employment and supply chain opportunities associated with that part of the authorised development and the means for publicising such opportunities.</p> <p>(4) The skills, supply chain and employment plan must be implemented in accordance with the scheme as approved under sub-paragraph (1) and the implemented measures thereafter maintained throughout the operation of the relevant part of the authorised development to which the plan relates.</p>	
Schedule 2, Requirements, Part 1, Paragraph 24, Amendments to approval details	<p>Sub-paragraph (2) has been amended as follows:</p> <p>(2) Any amendments to or variations from the approved details must be in accordance with the principles and assessments set out in the environmental statement. Such agreement may only be given in relation to immaterial changes where it has been demonstrated to the local planning authority that the subject matter of the agreement sought is unlikely to give rise to any materially new or materially more adverse different environmental effects compared to those identified in the environmental statement.</p>	To align with DCO precedent examples.
Schedule 2, Requirements, Part 1, Paragraph 26, Consultation	<p>Paragraph 26 has been removed as follows:</p> <p>Consultation</p> <p>26. Where the local planning authority is required by this Order or other statute to consult with another person or body prior to discharging a requirement, the undertaker must consult with such person or body prior to making an application to discharge the requirement.</p>	Moved to Part 2.
Schedule 2, Requirements, Part 2 Paragraph 26, Consultation	<p>Paragraph 26 has been inserted as follows:</p> <p>Consultation</p> <p>26. Where the local planning authority is required by this Order or other statute to consult with another person or body prior to discharging a requirement, the undertaker must consult with such person or body prior to making an application to discharge the requirement.</p>	Paragraph relates to process and therefore sits better in Part 2.
Schedule 2, Requirements, Part 2 Paragraph 27, Details of Consultation	<p>Paragraph 27 has been inserted as follows:</p> <p>Details of Consultation</p> <p>(1) Where any paragraph in this Schedule requires the undertaker to consult with any person or body, the undertaker must—</p>	To provide a set procedure for details of consultation.

	<p><u>(a) notify the person or body of the effect of paragraph 28(3) (applications made under requirements) of this Schedule;</u></p> <p><u>(b) subject to sub-paragraph (2), provide that person or body with not less than 28 days from the provision of any documents being consulted upon for any response to the consultation;</u></p> <p><u>(c) give due consideration to any representations made by that person or body about the proposed application; and</u></p> <p><u>(d) include with its application to the Secretary of State copies of any representations made by that person or body about the proposed application, and a written account of how any such representations have been taken into account in the submitted application.</u></p> <p><u>(2) The undertaker may consent, such consent not to be unreasonably withheld, to an extension of period in sub-paragraph (1)(a) so that a person or body has not less than 42 days from provision of any documents being consulted upon to provide a response to the consultation following a request made by a person or body no later than 21 days from receipt of any documents being consulted upon.</u></p> <p><u>(3) Where sub-paragraph (2) applies a person or body must provide a response to the consultation as soon as reasonably practicable.</u></p>	
Schedule 2, Requirements, Part 2 Paragraph 28, Applications made under requirements	<p>Sub-paragraph (1) has been amended as follows:</p> <p><u>(1) Where an application has been made to the relevant authority for any consent, agreement or approval required by a requirement (including consent, agreement, or approval in respect of part of a requirement) included in this Order contained in Part 2 of this Schedule, or for any consent, agreement or approval further to any document referred to in any such requirement, the relevant authority must give notice to the undertaker of its decision on the application within a period of eight weeks beginning with—</u></p>	For clarity and consistency.
Schedule 2, Requirements, Part 2 Paragraph 28, Applications made under requirements	<p>Sub-paragraph (3) has been inserted as follows:</p> <p><u>(3) An application made pursuant to paragraph (1) must include a statement to confirm whether it is likely that the subject matter of the application will give rise to any materially new or materially different environmental effects compared to those in the environmental statement and if it will then it must be accompanied by information setting out what those effects are.</u></p>	Added to reflect other DCO precedent examples.
Schedule 2, Requirements, Part 2 Paragraph 29, Further information regarding requirements	<p>The following sub-paragraphs have been amended:</p> <p><u>(2) If the relevant authority considers that further information is necessary and the requirement concerned contained in Part 12 of this Schedule does not specify</u></p>	For clarity and consistency.

	<p><i>that consultation with a consultee is required, the relevant authority must, within ten business days of receipt of the application, notify the undertaker in writing specifying the further information required.</i></p> <p><i>(3) If the requirement concerned contained in Part 12 of this Schedule specifies that consultation with a consultee is required, the relevant authority must issue the application to the consultee within five business days of receipt of the application, and notify the undertaker in writing specifying any further information requested by the consultee within five business days of receipt of such a request.</i></p>	
Schedule 2, Requirements, Part 2 Paragraph 30, Appeals	<p>Sub-paragraph (1)(a) has been amended as follows:</p> <p><i>(a) the relevant authority refuses an application for any consent, agreement or approval required by—</i></p> <p><i>(i) a requirement contained in Part 12 of this Schedule; or</i></p> <p><i>(ii) a document referred to in any requirement contained in Part 12 of this Schedule;</i></p>	For clarity and consistency.
Schedule 2, Requirements, Part 2 Paragraph 30, Appeals	<p>Sub-paragraph (10) has been amended as follows:</p> <p><i>(10) If an approval is given by the appointed person pursuant to this Part of this Schedule, it is deemed to be an approval for the purpose of Part 21 of this Schedule 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.</i></p>	For clarity and consistency.
Schedule 3, Streets subject to street works	<p>The description of works column has been amended as follows to rows 1, 2, 3, 4, 6, 8, 9, 11, 12, 13, 14, 16, 17, 18, 21, 22</p> <p>Works to install buried cables Cable works between points SW[] and SW[] as shown on sheet [] of the streets, access and rights of way plan.</p>	For clarity and consistency.
Schedule 3, Streets subject to street works	<p>The description of works column has been amended as follows to rows 5, 7, 15, 19:</p> <p>Works to reinforce <u>the</u> existing track, if necessary, to accommodate crossing development traffic at point SW[] as shown on sheet [] of the streets, access and rights of way plan.</p>	For clarity and consistency.

<p>Schedule 3, Streets subject to street works</p>	<p>Rows 9 and 10 have been amended as follows:</p> <p>Nottinghamshire Sturton Lele Steeple FP 1920</p> <p>Works to install buried cables across a length of 10m that is centred about point SW40 as shown Cable works between points SW24 and SW20 on sheet 2 of the streets, access and rights of way plan</p> <p>Nottinghamshire Sturton Lele Steeple FP 1920</p> <p>Works to install buried cables between points SW24 and SW20 as shown Cable works across a length of 10m centred at point SW40 on sheet 2 of the streets, access and rights of way plan</p>	<p>For clarity and consistency.</p>
<p>Schedule 3, Streets subject to street works</p>	<p>The description of works column has been amended for Rows 23, 24, 25 and 26</p> <p>Works to reinforce the existing track where required, if necessary, to accommodate crossing development traffic between points SW[] and SW[] as shown on sheet [] of the streets, access and rights of way plan.</p>	<p>For clarity and consistency.</p>
<p>Schedule 4, Alteration of Streets, Part 1, Permanent alteration to layout</p>	<p>Row 13, column 3 has been amended as follows:</p> <p>Works for the provision of a permanent means of watercourse crossing at point AS[] as shown on sheet [] of the streets, access and rights of way plan.</p>	<p>For clarity and consistency.</p>

Schedule 4, Alteration of Streets, Part 1, Permanent alteration to layout	Column 3 of Row 20, 21, 22 and 23 has been amended as follows: <i>Works to widen <u>the</u> existing track where required, if necessary to accommodate development traffic between points AS[] and AS[] as shown on sheet [] of the streets, access and rights of way plan.</i>	For clarity and consistency.
Schedule 4, Alteration of Streets, Part 2, Temporary alteration to layout	The header of column 2 has been amended as follows: Reference as shown on the streets, access and rights of way plans <u>(2) Street subject to street works</u>	For clarity and consistency.
Schedule 4, Alteration of Streets, Part 2, Temporary alteration to layout	Column 3 of Row 1 has been amended as follow: Temporary removal of street furniture to facilitate delivery of large project components at point AS[] as shown on sheet [] of the streets, access and rights of way plan.	For clarity and consistency.
Schedule 4, Alteration of Streets, Part 2, Temporary alteration to layout	Column 3 of Rows 2, 3, 4, and 5 has been amended as follows: <i>Works for <u>the</u> provision of <u>a</u> temporary public means of access to new permissive path at point AS[] as shown on sheet [] of the streets, access and rights of way plan.</i>	For clarity and consistency.
Schedule 4, Alteration of Streets, Part 2, Temporary alteration to layout	Column 3 of Row 4 has been amended as follows: <i>Works for <u>the</u> provision of <u>a</u> temporary public means of access to new permissive path at point AS[] as shown on sheet <u>56</u> of the streets, access and rights of way plan.</i>	For clarity and consistency.
Schedule 4, Alteration of Streets, Part 2, Temporary alteration to layout	Column 3 of Row 6 has been amended as follows: <i>Works for <u>the</u> provision of a temporary private means of crossing the street between points AS47 and AS48 as shown on sheet 5 of the streets, access and rights of way plan.</i>	For clarity and consistency.
Schedule 5, Access to Works, Part 1, Permanent private means of access to works	Column 2 has been amended as follows Gainsborough Road – AC1 (sheet 2) Common Lane – AC2 (sheet 3) <u>AC2</u>	For clarity and consistency in reference to heading of column 2.

~~Common Lane — AC3 (sheet 3)~~[AC3](#)
~~Common Lane — AC4 (sheet 3)~~[AC4](#)
~~Cross Common Lane — AC5 (sheet 3)~~[AC5](#)
~~Upper Ings Lane — AC6 (sheet 3)~~
~~Littleborough Road — AC7 (sheet 3)~~[AC7](#)
~~Fenton Lane — AC8 (sheet 6)~~[AC8](#)
~~Wheatley Road — AC9 (sheet 2)~~[AC9](#)
~~Wheatley Road — AC10 (sheet 2)~~
~~Station Road — AC11 (sheet 2)~~
~~Wood Lane — AC12 (sheet 2)~~
~~Wood Lane — AC13 (sheet 2)~~
~~Freemans Lane — AC14 (sheet 2)~~
~~Springs Lane — AC16 (sheet 5)~~[AC15](#)
~~High House Road — AC15 (sheet 5)~~[AC16](#)
~~Dog Holes Lane — AC17 (sheet 5)~~
~~Gainsborough Road — AC1 (sheet 2)~~
~~Common Lane — AC2 (sheet 3)~~[AC2](#)
~~Common Lane — AC3 (sheet 3)~~[AC3](#)
~~Common Lane — AC4 (sheet 3)~~[AC4](#)
~~Cross Common Lane — AC5 (sheet 3)~~[AC5](#)
~~Upper Ings Lane — AC6 (sheet 3)~~

	<p>Littleborough Road — AC7 (sheet 3)AC7</p> <p>Fenton Lane — AC8 (sheet 6)AC8</p> <p>Wheatley Road — AC9 (sheet 2)AC9</p> <p>Wheatley Road — AC10 (sheet 2)</p> <p>Station Road — AC11 (sheet 2)</p> <p>Wood Lane — AC12 (sheet 2)</p> <p>Wood Lane — AC13 (sheet 2)</p> <p>Freemans Lane — AC14 (sheet 2)</p> <p>Springs Lane — AC16 (sheet 5)AC15</p> <p>High House Road — AC15 (sheet 5)AC16</p> <p>Dog Holes Lane — AC17 (sheet 5)</p>	
<p>Schedule 5, Access to Works, Part 1, Permanent private means of access to works</p>	<p>Column 3 has been amended as follows:</p> <p>Improvement to existing access point off street.Improved permanent access, as shown on sheet 2 of the streets, access and rights of way plan</p> <p>Improvement to existing access point off street.Improved permanent access, as shown on sheet 2 of the streets, access and rights of way plan</p> <p>Provision of new access points off both sides of street.New permanent access, as shown on sheet 3 of the streets, access and rights of way plan</p> <p>Provision of new access point off street.New permanent access, as shown on sheet 3 of the streets, access and rights of way plan</p> <p>Provision of new access point off street.New permanent access, as shown on sheet 3 of the streets, access and rights of way plan</p>	<p>For clarity and consistency.</p>

~~Provision of new access point off one side of street, and improvement to existing access point off opposite side.~~New and improved permanent access, as shown on sheet 3 of the streets, access and rights of way plan

~~Provision of new access point off one side of street, and improvement to existing access point off opposite side.~~New and improved permanent access, as shown on sheet 3 of the streets, access and rights of way plan

~~Provision of new access point off one side of street, and improvement to existing access point off opposite side.~~New and improved permanent access, as shown on sheet 3 of the streets, access and rights of way plan

~~Improvement to existing access point off street.~~Improved permanent access, as shown on sheet 6 of the streets, access and rights of way plan

~~Improvement to existing access point off street.~~Improved permanent access, as shown on sheet 2 of the streets, access and rights of way plan

~~Improvement to existing access point off street.~~Improved permanent access, as shown on sheet 2 of the streets, access and rights of way plan

~~Provision of new access point off street.~~New permanent access, as shown on sheet 2 of the streets, access and rights of way plan

~~Improvement to existing access point off street.~~Improved permanent access, as shown on sheet 2 of the streets, access and rights of way plan

~~Provision of new access point off street.~~New permanent access, as shown on sheet 2 of the streets, access and rights of way plan

	<p>Provision of new<u>New permanent</u> access point, as shown on both sidesheet 2 of the street.<u>streets, access and rights of way plan</u></p> <p>Provision of new access points off both sides of street.<u>Improved permanent access, as shown on sheet 5 of the streets, access and rights of way plan</u></p> <p>Improvement to existing access point off street.<u>New permanent access, as shown on sheet 5 of the streets, access and rights of way plan</u></p> <p>Provision of new access point off one side of street, and improvement to existing access point off opposite side.<u>New permanent access, as shown on sheet 5 of the streets, access and rights of way plan</u></p>	
Schedule 5, Access to Works, Part 2, Temporary private means of access to works	<p>Row 1 has been amended as follows</p> <p>Nottinghamshire Leverton Road — AC18 Provision of new<u>New</u> temporary street crossing for use during construction and decommissioning phases.<u>access, as shown on sheet 5 of the streets, access and rights of way plan</u></p>	For clarity and consistency.
Schedule 9, Part 1, Hedgerows	<p>In column 1, the following text has been amended for each row:</p> <p><u>Tree retention and removal plan</u>Tree retention/removal plan and protection plan</p>	For clarity and consistency.
Schedule 9, Part 2, Removal of hedgerows	<p>In column 1, the following text has been amended for each row:</p> <p><u>Tree retention and removal plan</u>Tree retention/removal plan and protection plan</p>	For clarity and consistency.
Schedule 10, Part 3, Paragraph 18	<p>The definition of “specified work” has been amended as follows:</p> <p>“specified work” means:</p>	To reflect agrees set off boundaries as set out in the FRA.

	<p><i><u>(a) in the case of apparatus owned and operated by a lead local flood authority, so much of any work or operation authorised by this Order as is in, on, under, over or within 5 metres of a drainage work or is otherwise likely to—</u></i></p> <p><i><u>(i) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;</u></i></p> <p><i><u>(ii) affect the flow, purity, or quality of water in any watercourse; or</u></i></p> <p><i><u>(iii) affect the conservation, distribution or use of water resources.</u></i></p> <p><i><u>in the case of apparatus owned and operated by an internal drainage board so much of any work or operation authorised by this Order as is in, on, under, over or within 9 metres of a drainage work or is otherwise likely to—</u></i></p>	
Schedule 10, Part 10	A new Part 10 has been added for the protection of Railway Interests.	The Applicant's preferred form of protective provisions have been added for Railway Interests, pending agreement with Network Rail Infrastructure Limited.
Schedule 11, Arbitration Rules, Paragraph 7, Confidentiality	<p>Paragraph 7 has been amended as follows:</p> <p><i><u>7.-(1) Subject to sub-paragraphs (5)(4)(2) and (6)(5)(3), any arbitration h</u></i>^{Hearing}<i><u>and documentation will be open s-in this arbitration are to take place in private</u></i>and accessible by the public.</p> <p><i><u>(2) The arbitrator may direct that the whole or part of a hearing is to be private or any documentation to be confidential where it is necessary in order to protect commercially sensitive information.</u></i></p> <p><i><u>(3) Nothing in this paragraph will prevent any disclosure of a document by a party pursuant to an order of a court in England and Wales or where disclosure is required under any enactment.-</u></i></p> <p><i>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.</i></p>	Updated to account for recent DCO precedent examples.
Schedule 12, Documents to be certified	<p>The following rows have been added to the list of documents to be certified:</p> <p><i><u>Access and rights of way plan</u></i></p>	Updated to account for certification list.

[Arboricultural impact assessment](#)

[Book of reference](#)

[Environmental statement](#)

[Flood risk assessment](#)

[Land plans](#)

[Site location plan](#)

[Surface water drainage strategy](#)

[Outline construction environmental management plan](#)

[Outline construction traffic management plan](#)

[Outline decommissioning plan](#)

[Outline fire risk management plan](#)

[Outline landscape and ecological management plan](#)

[Outline operational management plan](#)

[Outline skills, supply chain, and employment plan](#)

[Outline soils management plan](#)

[Outline written scheme of investigation for pre-determination trial trenching](#)

[Outline written scheme of investigation for post consent archaeological works](#)

[Works plans](#)

2. Schedule of Changes of the draft Development Consent Order at Deadline 3

Table 2: Table of amendments submitted to the draft Development Consent Order (Revision 03)

Article/Paragraph/Schedule Number	Amendment	Reason
Changes made throughout the DCO	Various minor amendments have been made to the dDCO to correct cross-referencing errors.	For clarity and consistency.
Schedules		
Schedule 1, Authorised Development, Paragraph 1	The definition of “balance of solar plant” has been amended as follows: <i>(a) Inverter / transformer stations, each being a station comprising centralised inverters, transformers and switch gear combined as a solar conversion unit or separated with each component for each solar station either—</i> <i>(i) a “solar station” located outside, with a concrete foundation slab or placed on metal skids for each of the inverters and transformers and switch gear; or</i>	
Schedule 2, Requirements, Part 1, Requirements	The Schedule header has been amended as follows: Ref Article 39	
Schedule 4, Alteration of Streets, Part 1, Permanent alteration to layout	Row 8, Column 1 has been amended as follows: <i>Works for the provision of a permanent means of access between points AS19 and AS21 on sheet 6 of the streets, access and rights of way plan</i>	
Schedule 4, Alteration of Streets, Part 2, Temporary alteration to layout	Row 4, Column 1 has been amended as follows: <i>Works for the provision of a temporary means of access at point AS44 on sheet 65 of the streets, access and rights of way plan</i>	
Schedule 7, Land in which only new rights etc. may be acquired	Row 1, Column 1 has been amended as follows: <i>05/03, 05/09, 05/10, 05/11, 05/12, 05/14, 05/16, 05/17, 05/19</i>	

Schedule 7, Land in which only new rights etc. may be acquired	Row 2, Column 1 has been amended as follows: 02/02, 02/08, 02/11, 02/15, 02/16, 02/17 , 02/19, 02/24, 02/26, 04/01 , 04/03, 04/04, 04/06, 05/01, 05/03, 05/04, 05/05, 05/06, 05/07, 05/13, <u>05/14, 05/29</u> , 05/30, 05/33, 06/03, 06/05, 06/09 , 06/10, 06/16, 06/19, 06/20, 06/21				
Schedule 7, Land in which only new rights etc. may be acquired	Row 3, Column 1 has been amended as follows: 02/22, 03/09, 04/05				
Schedule 7, Land in which only new rights etc. may be acquired	Row 4, Column 1 has been amended as follows: <u>05/03, 05/14</u> , 05/27, 05/28, 05/32				
Schedule 7, Land in which only new rights etc. may be acquired	Row 6, Column 1 has been amended as follows: 05/03, 05/09 , 05/10, 05/11, 05/12, <u>05/14</u> , 05/16, 05/17, 05/19				
Schedule 7, Land in which only new rights etc. may be acquired	Row 7 has been inserted: <table border="1" data-bbox="689 715 1653 799"> <tr> <td><u>03/11</u></td> <td><u>7</u></td> <td><u>Cable rights, access rights</u></td> </tr> </table>	<u>03/11</u>	<u>7</u>	<u>Cable rights, access rights</u>	
<u>03/11</u>	<u>7</u>	<u>Cable rights, access rights</u>			
Schedule 7, Land in which only new rights etc. may be acquired	Row 8 has been inserted: <table border="1" data-bbox="689 855 1653 906"> <tr> <td><u>05/22</u></td> <td><u>7</u></td> <td><u>Cable rights</u></td> </tr> </table>	<u>05/22</u>	<u>7</u>	<u>Cable rights</u>	
<u>05/22</u>	<u>7</u>	<u>Cable rights</u>			

3. Schedule of Changes of the draft Development Consent Order at Deadline 5

Table 3: Table of amendments submitted to the draft Development Consent Order (Revision 04)

Article/Paragraph/Schedule Number	Amendment	Reason
Changes made throughout the DCO	Various minor amendments have been made to the dDCO to correct cross-referencing errors.	For clarity and consistency.

Articles

<p>Part 1, Preliminary, Paragraph 2, Interpretation</p>	<p>The following definition has been removed: <i>“design parameters” means the principles and assessments set out in the environmental statement;</i></p>	<p>The definition of the term “design parameters” was removed as this term has been substituted for “outline design principles”. This was as a result of ExQ2s which suggested that the original definition lacked precision. The term is used in relation to requirement 3.</p>
<p>Part 1, Preliminary, Paragraph 2, Interpretation</p>	<p>The following definition has been inserted: <u><i>“outline design principles” means the document certified by the Secretary of State as the outline design principles for the purposes of the Order in accordance with article 36 (certification of plans, etc);</i></u></p>	<p>Consequential amendment as a result of the replacement of the term “design parameters”</p>
<p>Part 1, Preliminary, Paragraph 2, Interpretation</p>	<p>The following definition has been amended: <i>“outline OEMP” means the document certified by the Secretary of State as the outline operational <u>environmental</u> management plan for the purposes of this Order in accordance with article 36 (certification of plans, etc);”</i></p>	<p>To reflect the document description in Schedule 12</p>
<p>Part 2, Principal Powers, Paragraph 6</p>	<p>Sub-paragraph (2) has been amended as follows: <i>(2) Regulation 6 of the Hedgerows Regulations 1997(1) is modified so as to read for the purposes of this Order only as if there were inserted after paragraph (1)(j) the following—</i> <i>“(k) or for the carrying out <u>of</u> development which has been authorised by the Steeple Renewables Project Order 202[•].”</i></p>	<p>To correct a grammatical error.</p>

Schedules

<p>Schedule 2, Part 1, Requirements, Paragraph 3, Detailed design approval</p>	<p>Sub-paragraph (2) has been amended as follows: <i>(2) The details submitted must accord with the—</i> <i>(a) site location plan;</i> <i>(b) works plans; and</i> <i>(c) design parameters <u>outline design principles</u>.</i></p>	<p>“Design parameters” has been substituted for “outline design principles”. This was as a result of ExQ2s which suggested that the original definition lacked precision. The term is used in relation to requirement 3.</p>
<p>Schedule 2, Part 1, Requirements, Paragraph 9, Operational environmental management plan (OEMP)</p>	<p>Sub-paragraph (1) has been amended as follows: 9.—<i>(1) No phase of the authorised development can commence until an OEMP prepared in accordance with the outline OEMP for that phase has been submitted to and approved by the local planning authority <u>in consultation with the Environment Agency on matters related to its functions</u>.</i></p>	<p>This amendment has been made as a result of a request by the Environment Agency to be consultee to this requirement. The Applicant understands that the requirement is now agreed.</p>
<p>Schedule 2, Part 1, Requirements, Paragraph 10, Fire risk management plan (FRMP)</p>	<p>Requirement (10) has been amended as follows: 10.—<i>(1) Work No. 2 must not commence until a FRMP is submitted to and approved by the local planning authority <u>in consultation with the Environment Agency and the Nottinghamshire Fire and Rescue Service on matters related to their functions</u>.</i> <i>(2) The submitted FRMP must either be in accordance with the outline FRMP or otherwise detail such changes as the undertaker considers are required.</i> <i>(3) In the event that the submitted FRMP proposes changes to the outline FRMP, the local planning authority must not approve the FRMP until it has consulted with the Nottinghamshire Fire and Rescue Service.</i> <i>(4)</i><i>(3) The FRMP must be implemented in accordance with the scheme as approved pursuant to sub-paragraph (1) and the implemented measures thereafter maintained throughout the construction, maintenance, operation and decommissioning of the authorised development in accordance with the FRMP.</i></p>	<p>This amendment has been made as a result of requests by the Environment Agency and the Nottinghamshire Fire and Rescue Service. The Applicant understands that the requirement is now agreed with these parties.</p>
<p>Schedule 2, Part 1, Requirements, Paragraph 16, Surface and foul water drainage</p>	<p>Sub-paragraph (1) has been updated as follows: 16.—<i>(1) No phase of the authorised development can commence until written details of the surface and foul water drainage system for that phase have been submitted to and approved by the local planning authority <u>in consultation with the Environment Agency on matters related to its functions</u>.</i></p>	<p>This amendment has been made as a result of a request by the Environment Agency to be consultee to this requirement. The Applicant understands that the requirement is now agreed.</p>
<p>Schedule 2, Part 1, Requirements, Paragraph 17, Archaeology</p>	<p>Sub-paragraph (1) has been updated as follows: 17.—<i>(1) No phase within the authorised development, and no part of the site preparation works for that phase, can commence until</i></p>	<p>This amendment has been made to requirement 17 as a result of a request by Nottinghamshire County Council.</p>

	<p><u>(a) a scheme for additional trial trenching for that phase has been submitted to and approved by the local planning authority in consultation with the county archaeologist;</u></p> <p><u>(b) additional trial trenching has been carried out in accordance with the scheme approved pursuant to sub-paragraph (1)(a);</u></p> <p><u>(c) -an archaeological written scheme of investigation (WSI) for that phase, taking into account the results of the additional trial trenching pursuant to sub-paragraph (1)(b), has been submitted to and approved by the local planning authority in consultation with the county archaeologist-</u></p>	The Requirement is now agreed with this party.
Schedule 2, Part 1, Requirements, Paragraph 17, Archaeology	<p>Sub-paragraph (2) has been amended as follows:</p> <p><i>(2) Any archaeological works or programme of archaeological investigation carried out under the an approved WSI must be carried out by an organisation registered within the Chartered Institute for Archaeologists or by a member of that Institute, and the nominated organisation and its relevant specialists will be identified and agreed within the WSI.</i></p>	This amendment has been made to requirement 17 as a result of a request by Nottinghamshire County Council. The Requirement is now agreed with this party.
Schedule 2, Part 1, Requirements, Paragraph 17, Archaeology	<p>Sub-paragraph (3) has been amended as follows:</p> <p><u>(3) Any WSI prepared pursuant to this paragraph shall:</u></p> <p><u>(a) include a scheme for each phase or mitigation work setting out where archaeological work is required and to ensure appropriate measures from protection, preservation and recording of archaeological remains;</u></p> <p><u>(b) include measures for post-excavation analysis, reporting, publication and archiving for appropriate archaeological remains; and</u></p> <p><u>(c) be in substantial accordance with the outline WSI.</u></p>	This amendment has been made to requirement 17 as a result of a request by Nottinghamshire County Council. The Requirement is now agreed with this party.
Schedule 2, Part 1, Requirements, Paragraph 17, Archaeology	<p>Sub-paragraph (4) has been updated as follows:</p> <p><i>(4) Any archaeological works must be carried out in accordance with the approved WSI, including post-excavation analysis, reporting, publication and archiving as set out in the outline WSIs.</i></p>	This amendment has been made to requirement 17 as a result of a request by Nottinghamshire County Council. The Requirement is now agreed with this party.
Schedule 2, Part 1, Requirements, Paragraph 17, Archaeology	<p>Sub-paragraph (5) has been updated as follows:</p> <p><u>(5) For the purposes of this paragraph only, any works undertaken in pursuance of sub-paragraph 1(b) are excluded from the definition of “commence” in article 2 of this Order.</u></p>	This amendment has been made to requirement 17 as a result of a request by Nottinghamshire County Council. The Requirement is now agreed with this party.

<p>Schedule 2, Part 1, Requirements, Paragraph 18, Permissive path</p>	<p>Sub-paragraph (3) has been updated as follows: <i>(3) The permissive path must be maintained and access by the public permitted for 264 days a year (subject to closures for maintenance or emergencies) until commencement of decommissioning of the authorised development pursuant to requirement paragraph 22-21 (decommissioning and restoration) <u>of this Part of this Schedule.</u></i></p>	<p>The Applicant has made this amendment for clarity and precision</p>
<p>Schedule 2, Part 1, Requirements, Paragraph 19, Construction hours</p>	<p>Sub-paragraph (2) has been updated as follows: <i>(1) The following works are permitted outside the hours referred to in sub-paragraph (1)—</i> <u><i>(a) Delivery of abnormal loads;</i></u> <u><i>(b) Cable works where situated within a public highway;</i></u> <u><i>(c) Trenchless cable construction works, including horizontal direction drilling activities;</i></u> <i>(a)(d)</i> <u><i>_____</i></u> <i>emergency works; and</i> <i>(b)(e)</i> <u><i>_____</i></u> <i>works which do not cause noise that is audible at the boundary of the Order limits.</i></p>	<p>The Applicant has made this amendment as a result of comments from the ExA at ISH3 on the DCO where they suggested that this requirement could be made more precise to assist the public. These measures have been set out in the oCEMP and so this amendment seeks to align the DCO and the oCEMP with respect to the works permitted outside of the stated construction works.</p>
<p>Schedule 2, Part 1, Requirements, Paragraph 27, Details of Consultation</p>	<p>Sub-paragraph (1)(d) has been updated as follows: <i>(d) include with its application to the <u>relevant planning authority</u> Secretary of State copies of any representations made by that person or body about the proposed application, and a written account of how any such representations have been taken into account in the submitted application.</i></p>	<p>To correct a typographical error.</p>
<p>Schedule 10, part 4, For the Protection of National Grid Electricity Distribution (East Midlands) PLC, Paragraph 29, Interpretation</p>	<p>The definition of “alternative apparatus” has been amended: <i>“alternative apparatus” means appropriate alternative apparatus adequate to enable NGED to fulfil its statutory functions in a manner not less efficient than previously and where the context requires includes any part of such alternative apparatus;</i></p>	<p>To update the protective provisions to the agreed position with this party.</p>
<p>Schedule 10, part 4, For the Protection of National Grid Electricity Distribution (East Midlands) PLC, Paragraph 32, Removal of apparatus</p>	<p>Sub-paragraph (2) has been amended as follows: <i>(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, it must give to NGED written notice of not less than 28 days 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.</i></p>	<p>To update the protective provisions to the agreed position with this party.</p>

<p>Schedule 10, part 4, For the Protection of National Grid Electricity Distribution (East Midlands) PLC, Paragraph 32, Removal of apparatus</p>	<p>Sub-paragraph (3) has been amended as follows: <i>(3) If as a direct consequence of the exercise of any of the powers conferred by this Order NGED reasonably needs to remove or divert any of its apparatus and the removal of that apparatus has not been required by the undertaker under sub-paragraph (2) then NGED must give to the undertaker written notice of not less than 28 days 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 this Part has effect as if the removal or diversion of such apparatus had been required by the undertaker under sub-paragraph (2).</i> (2)</p>	<p>To update the protective provisions to the agreed position with this party.</p>
<p>Schedule 10, part 4, For the Protection of National Grid Electricity Distribution (East Midlands) PLC, Paragraph 32, Removal of apparatus</p>	<p>Sub-paragraph (4) has been amended as follows: <i>(4) If as a direct consequence of the removal or diversion of apparatus under sub-paragraph (2) or (3) alternative apparatus is to be constructed in land owned or controlled by the undertaker then the undertaker must afford to NGED the necessary facilities alternative rights and any necessary third party consent or approvals for the construction of alternative apparatus in the other land owned or controlled by the undertaker as reasonably required by NGED.</i> (3)</p>	<p>To update the protective provisions to the agreed position with this party.</p>
<p>Schedule 10, part 4, For the Protection of National Grid Electricity Distribution (East Midlands) PLC, Paragraph 32, Removal of apparatus</p>	<p>Sub-paragraph (7) has been amended as follows: <i>(7) Any alternative apparatus required pursuant to sub-paragraphs (2) or (3) must be constructed in such manner and in such line or situation as may be agreed between NGED and the undertaker or in default of agreement settled in accordance with article 38 (arbitration) paragraph 37 (expert determination).</i> (4)</p>	<p>To update the protective provisions to the agreed position with this party.</p>
<p>Schedule 10, part 4, For the Protection of National Grid Electricity Distribution (East Midlands) PLC, Paragraph 32, Removal of apparatus</p>	<p>Sub-paragraph (8) has been amended as follows: <i>(8) NGED must, after the alternative apparatus to be provided or constructed has been agreed or settled pursuant to article 38 (arbitration) paragraph 37 (expert determination) and after the acquisition by or grant to NGED of any such facilities and alternative rights as are referred to in sub-paragraphs (2) to (6), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required to be removed under the provisions of this Part of this Schedule.</i></p>	<p>To update the protective provisions to the agreed position with this party.</p>

	(5)	
Schedule 10, part 4, For the Protection of National Grid Electricity Distribution (East Midlands) PLC, Paragraph 32, Removal of apparatus	<p>Sub-paragraph (9) has been amended as follows:</p> <p><i>(9) Regardless of anything in sub-paragraph (8), if the undertaker gives notice in writing to NGED, pursuant to this paragraph 32, 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 of the undertaker, that work, instead of being executed by NGED, must be executed by the undertaker—</i></p> <p><i>(a) in accordance with plans and specifications and in such line or situation agreed between the undertaker and NGED, or, in default of agreement, determined in accordance with article 38 (arbitration) where necessary; and</i></p> <p><i>(b) without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of NGED.</i></p>	To update the protective provisions to the agreed position with this party.
Schedule 10, part 4, For the Protection of National Grid Electricity Distribution (East Midlands) PLC, Paragraph 33, Facilities and rights for alternative apparatus	<p>Sub-paragraph (1) has been amended as follows:</p> <p><i>(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to NGED facilities and alternative rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and alternative rights must be granted upon such terms and conditions as shall be agreed between the undertaker and NGED or in default of agreement settled in accordance with article 38 (arbitration) paragraph 37 (expert determination).</i></p>	To update the protective provisions to the agreed position with this party.
Schedule 10, part 4, For the Protection of National Grid Electricity Distribution (East Midlands) PLC, Paragraph 33, Facilities and rights for alternative apparatus	<p>Sub-paragraph (2) has been amended as follows:</p> <p><u>(2) In settling those terms and conditions in respect of alternative apparatus to be constructed in the land of the undertaker, the expert must—</u></p> <p><u>(a) give effect to all reasonable requirements of the undertaker for ensuring the safety and efficient operation of the authorised development and for securing any subsequent alterations or adaptations of the alternative apparatus which may be required to prevent interference with any proposed works of the undertaker;</u></p> <p><u>(b) have regard to the terms and conditions, if any, applicable to the apparatus for which the alternative apparatus is to be substituted;</u></p> <p><u>(c) have regard to NGED’s ability to fulfil its service obligations and comply with its licence conditions; and</u></p>	To update the protective provisions to the agreed position with this party.

	(d) have regard to the standard form rights NGED ordinarily secures for the type of alternative apparatus to be constructed in the circumstances similar to the authorised development.	
Schedule 10, part 4, For the Protection of National Grid Electricity Distribution (East Midlands) PLC, Paragraph 33, Facilities and rights for alternative apparatus	<p>Sub-paragraph (3) has been amended as follows:</p> <p>(6) (3) If the facilities and alternative rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and alternative rights are to be granted, are in the opinion of the arbitratorexpert less favourable on the whole to NGED 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 arbitratorexpert must make such provision for the payment of compensation by the undertaker to NGED as appears to the expert to be reasonable having regard to all the circumstances of the particular case.</p>	To update the protective provisions to the agreed position with this party.
Schedule 10, part 4, For the Protection of National Grid Electricity Distribution (East Midlands) PLC, Paragraph 34, Retained apparatus	<p>Sub-paragraph (1) has been amended as follows:</p> <p>2.(1) Not less than 2860 days before the undertaker intends to start the execution of any specified work where the removal of the apparatus in question has not been required under paragraph 32, (removal of apparatus), the undertaker shall submit to NGED a plan of the specified works to be executed. Any submission must note the time limits imposed on NGED under sub-paragraph (3) below.</p>	To update the protective provisions to the agreed position with this party.
Schedule 10, part 4, For the Protection of National Grid Electricity Distribution (East Midlands) PLC, Paragraph 34, Retained apparatus	<p>Sub-paragraph (3) has been amended as follows:</p> <p><i>(3) If by the expiry of 2860 days beginning with the date on which a plan under sub-paragraph (1) is submitted NGED has not advised the undertaker in writing of any reasonable requirements for the alteration or protection of the apparatus, or for securing access to it, it shall be deemed not to have any such requirements and the undertaker shall be at liberty to proceed with the specified works.</i></p>	To update the protective provisions to the agreed position with this party.
Schedule 10, part 4, For the Protection of National Grid Electricity Distribution (East Midlands) PLC, Paragraph 34, Retained apparatus	<p>Sub-paragraph (6) has been amended as follows:</p> <p><i>(6) If NGED, in accordance with sub-paragraph (2) and in consequence of the specified works proposed by the undertaker, reasonably requires the removal or diversion of any apparatus and gives written notice of not less than 28 days to the undertaker of that requirement, this Part of this Schedule applies as if the removal</i></p>	To update the protective provisions to the agreed position with this party.

	<p>or diversion of the apparatus had been required by the undertaker under paragraph 32(2).</p>	
<p>Schedule 10, part 4, For the Protection of National Grid Electricity Distribution (East Midlands) PLC, Paragraph 34, Retained apparatus</p>	<p>Sub-paragraph (7) has been amended as follows:</p> <p><i>(7) Nothing in this paragraph 34 precludes the undertaker from submitting at any time or from time to time, but in no case less than 2860 days before commencing the execution of any specified works, a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.</i></p>	<p>To update the protective provisions to the agreed position with this party.</p>
<p>Schedule 10, part 4, For the Protection of National Grid Electricity Distribution (East Midlands) PLC, Paragraph 36, Liability</p>	<p>Sub-paragraph (1) has been amended as follows:</p> <p><i>(1) Subject to sub-paragraph (e2), if by reason or in consequence of the construction of any specified work or any subsidence resulting from any of those works any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of NGED the undertaker is to—</i></p> <p><i>(a) bear and pay the cost reasonably and properly incurred by NGED in making good such damage or restoring the supply; and</i></p> <p><i>(b) reimburse NGED for any other expenses, loss, damages, penalty or costs reasonably and properly incurred by NGED, by reason or in consequence of any such damage or interruption.</i></p>	<p>To update the protective provisions to the agreed position with this party.</p>
<p>Schedule 10, part 4, For the Protection of National Grid Electricity Distribution (East Midlands) PLC, Paragraph 36, Liability</p>	<p>Sub-paragraph (2) has been amended as follows:</p> <p><i>(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption or any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable at the commencement of the relevant works referred to in sub-paragraph (1) and to the extent that it is attributable to the act, neglect or default of NGED, its officers, servants, contractors or agents.</i></p>	<p>To update the protective provisions to the agreed position with this party.</p>

<p>Schedule 10, part 4, For the Protection of National Grid Electricity Distribution (East Midlands) PLC, Paragraph 36, Liability</p>	<p>Sub-paragraph (3) has been amended as follows:</p> <p>(3) NGED must give the undertaker reasonable notice of any third party claims<u>claim</u> or demands<u>demand</u> and no settlement, admission of liability or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.</p>	<p>To update the protective provisions to the agreed position with this party.</p>
<p>Schedule 10, part 4, For the Protection of National Grid Electricity Distribution (East Midlands) PLC, Paragraph 36, Liability</p>	<p>Sub-paragraph (4) has been amended as follows:</p> <p>(4) NGED must act reasonably in relation to any claims<u>claim</u> or demands<u>demand</u> served under sub-paragraph (1) and use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands and penalties to which a claim or demand under sub-paragraph (1) applies.</p>	<p>To update the protective provisions to the agreed position with this party.</p>
<p>Schedule 10, part 4, For the Protection of National Grid Electricity Distribution (East Midlands) PLC, Paragraph 37, Expert Determination</p>	<p>The following paragraph has been inserted:</p> <p><u>Expert determination</u></p> <p><u>37.(1) Article 38 (arbitration) shall apply to any difference as to the legal interpretation of this Part of this Schedule and as provided for in sub-paragraph (7).</u></p> <p><u>(2) Save as provided for in sub-paragraph (1) or sub-paragraph (7) any difference under this Part of this Schedule must be referred to and settled by a single independent and suitable person who holds appropriate professional qualifications and is a member of a professional body relevant to the matter in dispute acting as an expert, such person to be agreed by the differing parties or, in the absence of agreement, identified by the President of the Institution of Civil Engineers or the President of the Institution of RICS or the President of the Institution of Engineering and Technology (as relevant and agreed between NGED and the undertaker, both acting reasonably and without delay).</u></p> <p><u>(3) All parties involved in settling any difference must use best endeavours to do so within 14 days from the date of a dispute first being notified in writing by one party to the other and in the absence of the difference being settled within that period the expert must be appointed within 21 days of the notification of the dispute.</u></p> <p><u>(4) The costs and fees of the expert and the costs of NGED and the undertaker are payable by the parties in such proportions as the expert may determine. In the absence of such determination the costs and fees of the expert are payable equally by the parties who shall each bear their own costs.</u></p>	<p>To update the protective provisions to the agreed position with this party.</p>

- (5) The expert must—
- (a) invite the parties to make submission to the expert in writing and copied to the other party to be received by the expert within 14 days of the expert's appointment;
 - (b) permit a party to comment on the submissions made by the other party within 7 days of receipt of the submission;
 - (c) issue a decision within 14 days of receipt of the submissions under sub-paragraph (b); and
 - (d) give reasons for the decision.
- (6) The expert must consider where relevant—
- (a) the development outcome sought by the undertaker;
 - (b) the ability of the undertaker to achieve its outcome in a timely and cost-effective manner;
 - (c) the nature of the power sought to be exercised by the undertaker;
 - (d) the effectiveness, cost and reasonableness of proposals for mitigation arising from any party;
 - (e) NGED's service obligations and licence conditions; and
 - (f) any other important and relevant consideration.
- (7) Any determination by the expert is final and binding, except in the case of manifest error in which case the difference that has been subject to expert determination may be referred to and settled by arbitration under article 38 (arbitration).

Schedule 10, part 4, For the Protection of National Grid Electricity Distribution (East Midlands) PLC, Paragraph 38, Access

The following paragraph has been inserted:

Access

38. If in consequence of the agreement reached under paragraph 31 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 NGED to maintain or use the apparatus no less effectively than was possible before such obstruction.

To update the protective provisions to the agreed position with this party.

Schedule 10, Part 5, For the Protection of Cadent Gas Limited, Paragraph 39, Interpretation

The following definitions have been removed:

~~“acceptable credit provider” means a bank or financial institution with a credit rating that is not lower than: (i) “A” if the rating is assigned by Standard & Poor’s Ratings Group or Fitch Ratings; and (ii) “A3” if the rating is assigned by Moody’s Investors Services Inc.;~~

~~“acceptable insurance” means a third party liability insurance effected and maintained by the undertaker to a level of not less than £50,000,000 (fifty million pounds) per occurrence or series of occurrences arising out of one event. Such insurance must be maintained for the construction and use period of the authorised works which constitute specified works and 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 must include (but without limitation):~~

~~(a) Cadent as a Co-Insured;~~

~~(b) a cross liabilities clause;~~

~~(c) a waiver of subrogation in favour of Cadent; and~~

~~(d) 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) evidence provided to Cadent’s reasonable satisfaction that the Undertaker has a tangible net worth of not less than £50,000,000.00 (Fifty Million Pounds (or an equivalent financial measure)); or~~

~~(b) a bank bond or letter of credit from an acceptable credit provider in favour of Cadent Gas Limited to cover the undertaker’s liability to Cadent for an amount of not less than £50,000,000 (fifty million pounds) per asset per event up to a total liability cap of £50,000,000 (fifty million pounds) (in a form reasonably satisfactory to Cadent);~~

To update the protective provisions to the agreed position with this party.

Schedule 10, Part 5, For the Protection of Cadent Gas Limited, Paragraph 39, Interpretation

The definition of “apparatus” has been amended as follows:

~~“apparatus” means any gas mains, pipelines, pipes, pressure governors, ventilators, cathodic protection (including transformed rectifiers and any associated groundbeds or cables), cables, marker posts, block valves, hydrogen above ground installations or other apparatus belonging to, or maintained by, Cadent for~~

To update the protective provisions to the agreed position with this party.

	<p><i>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 PROVIDED THAT "apparatus" shall exclude any apparatus that has been decommissioned by Cadent within the Order limits <u>Limits</u> where any such decommissioned assets have been decommissioned prior to or not as a result of the authorised works or the Order;</i></p>	
<p>Schedule 10, Part 5, For the Protection of Cadent Gas Limited, Paragraph 39, Interpretation</p>	<p>The definition of "authorised works" has been amended as follows: <i>"authorised works" has the same meaning as is given to the term "authorised development" in article 2 (interpretation) of this <u>the</u> Order and includes any associated development authorised by the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;</i></p>	<p>To update the protective provisions to the agreed position with this party.</p>
<p>Schedule 10, Part 5, For the Protection of Cadent Gas Limited, Paragraph 39, Interpretation</p>	<p>The definition of "specified works" has been amended as follows: <i>"specified works" means any of the authorised works or activities (including maintenance) undertaken in association with the authorised works which—</i> <i>(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 43 <u>45</u>(2) or otherwise;</i> <i>(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under sub-paragraph 43 <u>45</u>(2) or otherwise; or</i> <i>(c) include any of the activities that are referred to in CD/SP/SSW/22 (Cadent's policies for safe working in proximity to gas apparatus Specification for safe working in the vicinity of Cadent Assets); and</i></p>	<p>To update the protective provisions to the agreed position with this party.</p>
<p>Schedule 10, Part 5, For the Protection of Cadent Gas Limited, Paragraph 42, Apparatus of Cadent in stopped up streets</p>	<p>Sub-paragraph (1) has been amended as follows: <i>(1) Notwithstanding the temporary alteration, diversion or restriction of use of any highway under the powers of article 12 (temporary stopping up of streets and public rights of way), Cadent will be at liberty at all times <u>and at Cadent's own risk</u> to take all necessary access across any such highway and to execute and execute and do all such works and things <u>actions</u> in, upon or under any such highway as it would</i></p>	<p>To update the protective provisions to the agreed position with this party.</p>

	<p><i>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 highway.</i></p>	
<p>Schedule 10, Part 5, For the Protection of Cadent Gas Limited, Paragraph 42, Apparatus of Cadent in stopped up streets</p>	<p>Sub-paragraph (2) and (3) have been inserted as follows:</p> <p><u><i>(2) In taking access pursuant to sub-paragraph (1) above, and subject to sub-paragraph (3) below, Cadent must—</i></u></p> <p><u><i>(a) Comply with any plans produced by the undertaker pursuant to its obligations under the Construction (Design and Management) Regulations 2015; and</i></u></p> <p><u><i>(b) Comply with all relevant health and safety legislation, guidance, protocols and procedures.</i></u></p> <p><u><i>(3) In taking access pursuant to sub-paragraph (1) above in a gas leak or gas safety situation, Cadent must comply with the Gas Safety (Installation and Use) Regulations 1998.</i></u></p>	<p>To update the protective provisions to the agreed position with this party.</p>
<p>Schedule 10, Part 5, For the Protection of Cadent Gas Limited, Paragraph 43, Protective works to buildings</p>	<p>Sub-paragraph (1)(a) has been amended as follows:</p> <p><i>(a) pay compensation to Cadent for any direct loss sustained by it; and</i></p>	<p>To update the protective provisions to the agreed position with this party.</p>
<p>Schedule 10, Part 5, For the Protection of Cadent Gas Limited, Paragraph 43, Protective works to buildings</p>	<p>Sub-paragraph (2) has been amended as follows:</p> <p><i>(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 Cadent or its contractors or workmen, and Cadent will give to the undertaker reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made by Cadent, 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 <u>and any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable at the commencement of the relevant works referred to in sub-paragraph (1) that is attributable to the neglect or default of Cadent, its officers, servants, contractors or agents.</u></i></p>	<p>To update the protective provisions to the agreed position with this party.</p>

<p>Schedule 10, Part 5, For the Protection of Cadent Gas Limited, Paragraph 44, Acquisition of land</p>	<p>Sub-paragraph (2) has been amended as follows:</p> <p><i>(2) As a condition of agreement between the parties in sub-paragraph (1), prior to the carrying out or maintenance of any part of the authorised works (or in such other timeframe as may be agreed between Cadent and the undertaker) that are subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement and or other legal or land interest of Cadent and or affects 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 and variations 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 and 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 works.</i></p>	<p>To update the protective provisions to the agreed position with this party.</p>
<p>Schedule 10, Part 5, For the Protection of Cadent Gas Limited, Paragraph 44, Acquisition of land</p>	<p>Sub-paragraph (3) has been amended as follows:</p> <p><i>(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 and 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 Part of this Schedule will prevail.</i></p>	<p>To update the protective provisions to the agreed position with this party.</p>
<p>Schedule 10, Part 5, For the Protection of Cadent Gas Limited, Paragraph 44, Acquisition of land</p>	<p>Sub-paragraph (5) has been amended as follows:</p> <p><u><i>(5) As a condition of an agreement under sub-paragraph (1) that involves decommissioned apparatus being left in situ Cadent must use reasonable endeavours to surrender its easement or other interest in respect of such</i></u></p>	<p>To update the protective provisions to the agreed position with this party</p>

	<p><i>decommissioned apparatus to the reversionary landowner. If the undertaker is or becomes the reversionary landowner the undertaker must accept a surrender of any existing easement or other interest of Cadent in such decommissioned apparatus and consequently acquire title to such decommissioned apparatus and release Cadent from all liabilities in respect of such de-commissioned apparatus from the date of such surrender. If Cadent is not released by the reversionary landowner from all liabilities in respect of such de-commissioned apparatus, the undertaker shall take on such liabilities in respect of such de-commissioned apparatus from the date of such surrender and Cadent shall consent to the acquisition by the undertaker of any such apparatus pursuant to the powers contained in this Order</i></p>	
<p>Schedule 10, Part 5, For the Protection of Cadent Gas Limited, Paragraph 44, Acquisition of land</p>	<p>Sub-paragraph (6) has been amended as follows: <i>(6) Where anthe undertaker acquires <u>the freehold of any</u> 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 645 do not apply, the undertaker must—</i></p>	<p>To update the protective provisions to the agreed position with this party</p>
<p>Schedule 10, Part 5, For the Protection of Cadent Gas Limited, Paragraph 44, Acquisition of land</p>	<p>Sub-paragraph (2) has been amended as follows: <i>(2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, Cadent mustmay, on receipt of a written notice to that effect from the undertaker, as soon as is reasonably possible use its best endeavours<u>take such steps as are reasonable in the circumstances in an endeavour</u> 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 will 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 <u>and that nothing in this paragraph requires Cadent from acting contrary to its statutory and regulatory duties to act economically and efficiently.</u></i></p>	<p>To update the protective provisions to the agreed position with this party</p>
<p>Schedule 10, Part 5, For the Protection of Cadent Gas Limited, Paragraph 46, Facilities and rights for alternative apparatus</p>	<p>Sub-paragraph (1) has been amended as follows: <i>(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</i></p>	<p>To update the protective provisions to the agreed position with this party</p>

	<p>undertaker and Cadent within 28 days of the undertaker proposing terms and condition to 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.</p>	
<p>Schedule 10, Part 5, For the Protection of Cadent Gas Limited, Paragraph 47, Retained apparatus: protection of Cadent</p>	<p>Sub-paragraph (1) has been amended as follows:</p> <p>(1) Not less than 2856 days before the starting 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.</p>	<p>To update the protective provisions to the agreed position with this party</p>
<p>Schedule 10, Part 5, For the Protection of Cadent Gas Limited, Paragraph 47, Retained apparatus: protection of Cadent</p>	<p>Sub-paragraph (4)(c) has been removed:</p> <p>(c) in any event approval or refusal (with reasons provided as to why refusal was given along with an indication of what would be required to enable approval) by Cadent must be communicated to the undertaker within 14 days from receipt of the plan (and ground monitoring scheme if required) pursuant to sub-paragraph (1).</p>	<p>To update the protective provisions to the agreed position with this party</p>
<p>Schedule 10, Part 5, For the Protection of Cadent Gas Limited, Paragraph 47, Retained apparatus: protection of Cadent</p>	<p>Sub-paragraph (6) has been amended as follows:</p> <p>(6) In relation to any work to which sub-paragraphs (1) and/or (2) apply 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.</p>	<p>To update the protective provisions to the agreed position with this party</p>
<p>Schedule 10, Part 5, For the Protection of Cadent Gas Limited, Paragraph 47, Retained apparatus: protection of Cadent</p>	<p>Sub-paragraph (7) has been amended as follows:</p> <p>(7) Works to which this paragraph applies Specified works must only be executed in accordance with—</p>	<p>To update the protective provisions to the agreed position with this party</p>

<p>Schedule 10, Part 5, For the Protection of Cadent Gas Limited, Paragraph 47, Retained apparatus: protection of Cadent</p>	<p>Sub-paragraph (10) has been amended as follows: <i>(10) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 2856 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.</i></p>	<p>To update the protective provisions to the agreed position with this party</p>
<p>Schedule 10, Part 5, For the Protection of Cadent Gas Limited, Paragraph 48, Expenses</p>	<p>Sub-paragraph (1) has been amended as follows: <i>(1) Subject to the following provisions of this paragraph, the undertaker must pay to Cadent on demand all charges, costs and expenses <u>reasonably</u> anticipated or <u>reasonably</u> 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 works as are referred to in this Part of this Schedule including without limitation—</i></p>	<p>To update the protective provisions to the agreed position with this party</p>
<p>Schedule 10, Part 5, For the Protection of Cadent Gas Limited, Paragraph 48, Expenses</p>	<p>Sub-paragraph (1)(a) has been amended as follows: <i>(a) any costs reasonably incurred by or compensation properly paid by Cadent in connection with the negotiation and/or 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> <i>(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 4245(3) if it elects to do so; and/or</i> <i>(ii) exercising any compulsory purchase powers under this Order transferred to or benefitting Cadent;</i></p>	<p>To update the protective provisions to the agreed position with this party</p>
<p>Schedule 10, Part 5, For the Protection of Cadent Gas Limited, Paragraph 48, Expenses</p>	<p>Sub-paragraph (2) has been inserted as follows: <u><i>(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</i></u></p>	<p>To update the protective provisions to the agreed position with this party</p>

<p>Schedule 10, Part 5, For the Protection of Cadent Gas Limited, Paragraph 48, Expenses</p>	<p>Sub-paragraph (3) has been inserted as follows:</p> <p><u>(3) If in accordance with the provisions of this Part of this Schedule—</u></p> <p><u>(b) 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</u></p> <p><u>(c) 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,</u></p> <p><u>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 38 (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 Cadent by virtue of sub-paragraph (1) will be reduced by the amount of that excess.</u></p>	<p>To update the protective provisions to the agreed position with this party</p>
<p>Schedule 10, Part 5, For the Protection of Cadent Gas Limited, Paragraph 48, Expenses</p>	<p>Sub-paragraph (4) has been inserted as follows:</p> <p><u>(4) For the purposes of sub-paragraph (3)—</u></p> <p><u>(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</u></p> <p><u>(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.</u></p>	<p>To update the protective provisions to the agreed position with this party</p>

<p>Schedule 10, Part 5, For the Protection of Cadent Gas Limited, Paragraph 48, Expenses</p>	<p>Sub-paragraph (5) has been inserted as follows:</p> <p><i><u>(5) An amount which apart from this sub-paragraph would be payable to Cadent 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 Cadent 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.</u></i></p>	<p>To update the protective provisions to the agreed position with this party</p>
<p>Schedule 10, Part 5, For the Protection of Cadent Gas Limited, Paragraph 49, Indemnity</p>	<p>Sub-paragraph (1)(a) has been amended as follows:</p> <p><i>(a) bear and pay on demand accompanied by an invoice or claim from CadentCadent, the cost reasonably incurred by Cadent in making good such damage or restoring the supply, as evidenced by Cadent to the undertaker no less than 28 days prior to issuing any invoice or claim from Cadent to the undertaker, and</i></p>	<p>To update the protective provisions to the agreed position with this party</p>
<p>Schedule 10, Part 5, For the Protection of Cadent Gas Limited, Paragraph 49, Indemnity</p>	<p>Sub-paragraphs (4) and (5) have been amended as follows:</p> <p>(2) The undertaker must not commence construction (and must not permit the commencement of such construction) of the authorised works 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:</p> <p>(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 will maintain such acceptable security for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works) and Cadent has confirmed the same to the undertaker in writing; and</p> <p>(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</p>	<p>To update the protective provisions to the agreed position with this party</p>

	<p>authorised works from the proposed date of commencement of construction of the authorised works) and Cadent has confirmed the same in writing to the undertaker.</p> <p>(3) In the event that the undertaker fails to comply with 46(5) of this Part of this Schedule, nothing in this Part of this Schedule prevents Cadent from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.</p> <p><u>(2) Cadent 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.</u></p> <p><u>(3) Cadent must use its reasonable endeavours to mitigate and the minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within Cadent's reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of Cadent's control and if reasonably requested to do so by the undertaker Cadent must provide an explanation of how the claim has been minimised, where relevant.</u></p>	
Schedule 10, Part 6, For the protection of Exolum Pipeline System Limited, Paragraph 55, Interpretation	The definition of "Emergency" has been inserted: <u>"Emergency" means any circumstances in which the safety or operation of the pipeline is at risk.</u>	To update the protective provisions to the agreed position with this party
Schedule 10, Part 6, For the protection of Exolum Pipeline System Limited, Paragraph 55, Interpretation	Sub-paragraph (c) has been inserted into the definition of "Restrictive works" <u>(c) the use of explosives within 400 metres of any Apparatus or Premises;</u>	To update the protective provisions to the agreed position with this party
Schedule 10, Part 6, For the protection of Exolum Pipeline System Limited, Paragraph 56, Acquisition of Apparatus	Sub-paragraph (2) has been amended as follows: <u>(2) Prior to the carrying out of any Restricted Works or any works authorised by this Order that will affect the Apparatus of Exolum, and if required by Exolum, the Parties must use theirall reasonable endeavours to negotiate and enter into such deeds of consent (crossing consent) and (if considered necessary) variations to</u>	To update the protective provisions to the agreed position with this party

	<p><i>the existing rights upon such terms and conditions as may be agreed between Exolum and the undertaker acting reasonably and which must be no less favourable on the whole to Exolum than this Part of this Schedule, and the undertaker will use <u>all</u> reasonable endeavours to procure and 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 works.</i></p>	
<p>Schedule 10, Part 6, For the protection of Exolum Pipeline System Limited, Paragraph 56, Acquisition of Apparatus</p>	<p>Sub-paragraph (4) has been amended as follows:</p> <p><i>(4) Where the undertaker takes temporary possession of any land or carries out survey works on land in respect of which Exolum has Apparatus—<u>or Premises</u>:</i></p> <p><i>(a) where reasonably necessary, Exolum may exercise its rights to access such land:</i></p> <p><i>(i) in an emergencyEmergency, without notice; and</i></p> <p><i>(ii) in non-emergency circumstances, having first given not less than 14 days' written notice to the undertaker in order to allow the Parties to agree the timing of their respective works during the period of temporary possession; and</i></p> <p><i>(b) the undertaker must not remove or in any way alter Exolum's rights in such land, unless in accordance with the provisions of this Order.</i></p>	<p>To update the protective provisions to the agreed position with this party</p>
<p>Schedule 10, Part 6, For the protection of Exolum Pipeline System Limited, Paragraph 58, Facilities and Rights for Alternative Apparatus</p>	<p>Sub-paragraph (1) has been amended as follows:</p> <p><i>(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to Exolum facilities and rights for the construction of Alternative Apparatus and the grant of Alternative Rights, 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 Exolum acting reasonably in accordance with this Part of this Schedule or in default of agreement settled by expert determination in accordance with article 38 (arbitration).</i></p>	<p>To update the protective provisions to the agreed position with this party</p>
<p>Schedule 10, Part 6, For the protection of Exolum Pipeline System Limited,</p>	<p>Sub-paragraph (2) has been amended as follows:</p> <p><i>(2) No Restricted Works are to be commenced until the Plan to be submitted to Exolum under sub-paragraph 74(1) <u>sub-paragraph 71(1)</u> has been approved by Exolum in writing (acting</i></p>	<p>To update the protective provisions to the agreed position with this party</p>

<p>Paragraph 59, Retained Apparatus and Alternative Apparatus: protection</p>	<p><i>reasonably) and Exolum shall provide confirmation as to whether or not the Plan is approved within 2856 days from the date the Plan was received by Exolum and are to be carried out only in accordance with the details submitted under sub-paragraph 74(1) and in accordance with such reasonable requirements as may be notified to the undertaker in writing in accordance with sub-paragraph 73(3) by Exolum.</i></p>	
<p>Schedule 10, Part 6, For the protection of Exolum Pipeline System Limited, Paragraph 59, Retained Apparatus and Alternative Apparatus: protection</p>	<p>Sub-paragraph (3) has been amended as follows:</p> <p><i>(3) Any approval of Exolum in respect of Restricted Works may be given subject to such reasonable requirements as Exolum may require to be made for—</i></p> <ul style="list-style-type: none"> <i>(a) the continuing safety and operational viability of any Apparatus and/or Premises;</i> <i>(b) the requirement for Exolum to have reasonable access with or without vehicles to inspect, repair, replace, maintain and ensure the continuing safety and operation or viability of any Apparatus and/or Premises; and</i> <i>(c) the requirement for Exolum to be entitled to watch and inspect the execution of Restricted Works to ensure the continuing safety and operational viability of any Apparatus and ensure compliance with the agreed plan, providing such reasonable requirements shall be notified to the undertaker in writing.</i> <p><i>providing such reasonable requirements shall be notified to the undertaker in writing.</i></p>	<p>To update the protective provisions to the agreed position with this party</p>
<p>Schedule 10, Part 6, For the protection of Exolum Pipeline System Limited, Paragraph 61, Expenses</p>	<p>Sub-paragraph (1)(a) has been amended as follows:</p> <ul style="list-style-type: none"> <i>(a) undertaking its obligations under this Part of this Schedule including—</i> <ul style="list-style-type: none"> <i>(i) the installation, inspection, removal, alteration, testing or protection of any Apparatus, Alternative Apparatus and/or Protective Works;</i> <i>(ii) the execution of any other works under this Part of this Schedule; and</i> <i>(iii) imposing reasonably requirements for the protection or alteration of Apparatus affected by the Authorised Development or works as a</i> 	<p>To update the protective provisions to the agreed position with this party</p>

	<p><u>consequence of the authorised Development in accordance with paragraph 59(3); and</u></p> <p>(iii) <u>(iv)</u> the review and assessment of Plans;</p> <p>(b) the watching of and inspecting the execution of the Authorised Development, any Restricted Works and any works undertaken by third parties as a result of Authorised Development (including the assessment of Plans); and</p> <p>(c) imposing reasonable requirements for the protection or alteration of Apparatus affected by the Authorised Development or works as a consequence of the Authorised Development in accordance with paragraph 73;</p> <p><u>(c)</u> together with a 15% management <u>any administrative costs properly</u> and handling fee on all sums <u>reasonably</u> incurred by Exolum.</p>	
<p>Schedule 10, Part 6, For the protection of Exolum Pipeline System Limited, Paragraph 61, Expenses</p>	<p>Sub-paragraph (3) has been amended as follows:</p> <p>(3) Where Exolum demands payment for those expenses pursuant to sub-paragraph 84, (1), Exolum must provide an itemised invoice or claim detailing all expenses reasonably and properly incurred or estimated to be incurred to the undertaker within 3 months of those expenses arising for the undertaker's review and approval prior to (not to be unreasonably withheld or delayed) and payment being <u>must be</u> made by the undertaker to Exolum <u>within 3 months of receipt of such invoice or claim.</u></p>	<p>To update the protective provisions to the agreed position with this party</p>
<p>Schedule 10, Part 6, For the protection of Exolum Pipeline System Limited, Paragraph 62, Damage to property and other losses</p>	<p>Sub-paragraph (1)(a) has been amended as follows:</p> <p>(a) indemnify Exolum for all <u>reasonably incurred</u> loss, damage, liability, costs and expenses suffered or incurred by Exolum arising out of:</p>	<p>To update the protective provisions to the agreed position with this party</p>
<p>Schedule 10, Part 6, For the protection of Exolum Pipeline System Limited, Paragraph 62, Damage to property and other losses</p>	<p>Sub-paragraph (1) has been amended as follows:</p> <p>3. Nothing in paragraph 87 imposes any liability on the undertaker with respect to any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or</p>	<p>To update the protective provisions to the agreed position with this party</p>

	<i>business interruption) arising from any such damage or interruption which is not reasonably foreseeable.</i>	
Schedule 10, Part 6, For the protection of Exolum Pipeline System Limited, Paragraph 62, Damage to property and other losses	Sub-paragraph (6) has been amended as follows: <i>(6) Exolum must give to the undertaker not less than 3 months reasonable notice of any claim or demand to which <u>sub-paragraph 87(1)</u> applies.</i>	To update the protective provisions to the agreed position with this party
Schedule 10, Part 7, For the protection of Anglian Water Services, Paragraph 74, Removal of apparatus	Sub-paragraph (4) has been amended as follows: <i>(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 Anglian Water and the undertaker and in any event no later than 28 days from the date of the notice provided by the undertaker to Anglian Water in accordance with sub-paragraph (1) above or in default of agreement settled by arbitration in accordance with article 38 (arbitration).</i>	To update the protective provisions to the agreed position with this party
Schedule 10, Part 7, For the protection of Anglian Water Services, Paragraph 74, Removal of apparatus	Sub-paragraph (6) has been amended as follows: <i>(6) Regardless of anything in sub-paragraph (5), if Anglian Water gives notice in writing to the undertaker that it desires the undertaker to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker, and such notice is acknowledged by the undertaker within 28 days of receipt, or to the extent that Anglian Water fails to proceed with that work in accordance with sub-paragraph (5) or the undertaker and Anglian Water otherwise agree, that work, instead of being executed by Anglian Water, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of Anglian Water.</i>	To update the protective provisions to the agreed position with this party
Schedule 10, Part 7, For the protection of Anglian Water Services, Paragraph 74, Removal of apparatus	Sub-paragraph (7) has been amended as follows: <i>(7) If Anglian Water fails either reasonably to approve, or to provide reasons for its failure to approve along with an indication of what would be required to make acceptable, any proposed details relating to required removal works under sub-paragraph (2) within 28 days of receiving a notice of the required works from the undertaker, then such details are deemed to have been approved. For the avoidance of doubt, any such “deemed consent” does not extend to the actual undertaking of the removal works, which shall remain the sole responsibility of</i>	To update the protective provisions to the agreed position with this party

	<p>Anglian Water or its contractors and shall be carried out without unnecessary delay in accordance with the details benefitting from such deemed consent <u>under the superintendence, if given, and to the reasonable satisfaction of Anglian Water.</u></p>	
<p>Schedule 10, Part 7, For the protection of Anglian Water Services, Paragraph 74, Removal of apparatus</p>	<p>Sub-paragraph (8) has been amended as follows:</p> <p><i>(8) Whenever alternative apparatus is to be or is being substituted for existing apparatus, the undertaker shall, before taking or requiring any further step in such substitution works, use best endeavours to comply with Anglian Water's reasonable requests for a reasonable period of time to enable Anglian Water to—</i></p> <p><i>(a) make network contingency arrangements; or</i></p> <p><i>(b) bring such matters as it may consider reasonably necessary to the attention of end users of the utility in question.</i></p> <p><u>and in any event, where Anglian Water consider that such a reasonable period may exceed 27 days Anglian Water must inform the undertaker at the earliest practical opportunity.</u></p>	<p>To update the protective provisions to the agreed position with this party</p>
<p>Schedule 10, Part 7, For the protection of Anglian Water Services, Paragraph 75, Facilities and rights for alternative apparatus</p>	<p>Sub-paragraph (1) has been amended as follows:</p> <p><i>(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 are to be granted upon such terms and conditions as may be agreed between the undertaker and Anglian Water <u>and where no such agreement is reached</u> within 28 days of the undertaker proposing terms and conditions to Anglian Water or in default of agreement <u>either party may refer the matter to be</u> settled by arbitration in accordance with article 38 (arbitration).</i></p>	<p>To update the protective provisions to the agreed position with this party</p>
<p>Schedule 10, Part 7, For the protection of Anglian Water Services, Paragraph 76, Retained apparatus</p>	<p>Sub-paragraph (1) has been amended as follows:</p> <p><i>(1) Not less than 28 days before starting the execution of any construction 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 (or any means of access to it) the removal of which has not been required by the undertaker under paragraph</i></p>	<p>To update the protective provisions to the agreed position with this party</p>

	<p>11375(2), the undertaker must submit to Anglian Water a plan of the works to be executed.</p>	
<p>Schedule 10, Part 7, For the protection of Anglian Water Services, Paragraph 76, Retained apparatus</p>	<p>Sub-paragraph (7) has been amended as follows:</p> <p><i>(7) For the purposes of sub-paragraph (1) and without prejudice to the generality of the principles set out in that sub-paragraph, works are deemed to be in land near to Anglian Water's apparatus (where it is a pipe) if those works fall within the following distances measured from the medial line of such apparatus:</i></p> <p><i>(a) 4 metres where the diameter of the pipe is less than 250 millimetres;</i></p> <p><i>(b) 5 metres where the diameter of the pipe is between 250 and 400 millimetres, and</i></p> <p><i>(c) a distance to be agreed on a case by case basis and before the submission of the Plan under sub-paragraph (1) is submitted where the diameter of the pipe exceeds 400 millimetres.</i></p> <p><u><i>(d) subject to (8), a distance of 7.5m measured from medial line of the active apparatus where any decommissioned apparatus of Anglian Water lies within 7.5m of the active apparatus, as measured from the medial line.</i></u></p>	<p>To update the protective provisions to the agreed position with this party</p>
<p>Schedule 10, Part 7, For the protection of Anglian Water Services, Paragraph 76, Retained apparatus</p>	<p>Sub-paragraph (8) has been amended as follows:</p> <p><u><i>(8) Where the undertaker seeks to install its own surface works within 7.5 metres from the medial line of active apparatus where any decommissioned apparatus of Anglian Water lies within 7.5 metres from the medial line of any active apparatus, Anglian Water accepts that the undertaker shall be permitted, for the avoidance of doubt, to install such surface works from 5 metres from the medial line of the active apparatus provided that Anglian Water may (acting reasonably) request temporary removal of said surface works within the boundary starting from 5 metres to 7.5 metres where said surface works presents a material obstruction to the active apparatus of Anglian Water for the purpose of carrying out maintenance.</i></u></p>	<p>To update the protective provisions to the agreed position with this party</p>
<p>Schedule 10, Part 7, For the protection of Anglian Water Services, Paragraph 77, Expenses and costs</p>	<p>Sub-paragraph (2) has been amended as follows:</p> <p><i>(2) There must 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 on the date of <u>after</u> removal.</i></p>	<p>To update the protective provisions to the agreed position with this party</p>

Schedule 10, Part 7, For the protection of Anglian Water Services, Paragraph 77, Expenses and costs	<p>Sub-paragraph (5) has been amended as follows:</p> <p><i>(5) Where Anglian Water demand payment for those expenses pursuant to sub-paragraph (1), Anglian Water must provide an itemised invoice or claim detailing all expenses reasonably and properly incurred to the undertaker within 30 days of those expenses arising for the undertaker's review prior to payment being made by the undertaker to Anglian Water.</i></p>	To update the protective provisions to the agreed position with this party
Schedule 10, Part 7, For the protection of Anglian Water Services, Paragraph 78	<p>Sub-paragraph (4) has been amended as follows:</p> <p><i>(4) Anglian Water must give the undertaker 3 months' notice unless otherwise agreed in writing between the parties based on the circumstances at the time of thereasonable notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker (such consent not to be unreasonably withheld or delayed) who, if withholding such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.</i></p>	To update the protective provisions to the agreed position with this party
Schedule 10, Part 8, For the protection of West Burton Solar Project Limited	<p>The definition of "West Burton Work No. 5A Area" has been amended as follows:</p> <p><i>"West Burton Work No. 5A Area" means the area for Work Nos. <u>4, 5A and 8A</u> authorised in the West Burton Solar Project Order.</i></p>	The Applicant has made this amendment following comments from West Burton Solar Project Limited
Schedule 10, Part 8, For the protection of West Burton Solar Project Limited	<p>References to "West Burton Work No.5A Area" throughout Part 9 have been updated in paragraphs 135, 138, 142, 144 and 145 as follows:</p> <p><i>West Burton Work No. 5A Area</i></p>	The Applicant has made this amendment following comments from West Burton Solar Project Limited
Schedule 10, Part 9, For the protection of EDF Energy (Thermal Generation) Limited	<p>Protective provisions for EDF Energy (Thermal Generation) Limited have been inserted.</p>	To provide the agreed position between the Applicant and the respective party.
Schedule 10, Part 11, For the protection of the UK Atomic Energy Authority and UK Fusion Energy Limited, Paragraph 136, Application	<p>Sub-paragraph (1) has been amended as follows:</p>	To update the protective provisions to align with requests made by UKAEA and UKFE

	<i>(1) Subject to sub-paragraph (2), for the protection of UKAEA <u>and UKFE</u> as referred to in this Part of this Schedule, the following provisions have effect unless otherwise agreed in writing between the undertaker and UKAEA <u>or UKFE</u>.</i>	
Schedule 10, Part 11, For the protection of the UK Atomic Energy Authority and UK Fusion Energy Limited, Paragraph 136, Application	Sub-paragraph (2) has been amended as follows: <i>(2) Unless otherwise agreed in writing between the undertaker and UKAEA, paragraphs 142 and 143 will <u>only</u> apply for the protection of UKAEA <u>and UKFE</u> from the point that UKAEA is the owner of the UKAEA land.</i>	To update the protective provisions to align with requests made by UKAEA and UKFE
Schedule 10, Part 11, For the protection of the UK Atomic Energy Authority and UK Fusion Energy Limited, Paragraph 136, Application	The definition of “STEP project” has been inserted as follows: <i><u>“STEP project” means UKAEA’s project to construct a Spherical Tokamak for Energy Production at the West Burton Power Station</u></i>	To update the protective provisions to align with requests made by UKAEA and UKFE
Schedule 10, Part 11, For the protection of the UK Atomic Energy Authority and UK Fusion Energy Limited, Paragraph 136, Application	The definition of “UKAEA” has been amended as follows: <i>“UKAEA” means the United Kingdom Atomic Energy Authority, or any successor in its functions, <u>and for the purposes of paragraphs 139 to 148 only shall also include UKFE;</u></i>	To update the protective provisions to align with requests made by UKAEA and UKFE
Schedule 10, Part 11, For the protection of the UK Atomic Energy Authority and UK Fusion Energy Limited, Paragraph 136, Application	The definition of “UKAEA land” has been amended as follows: <i>“UKAEA land” means the land within plots <u>05/04, 05/05, 05/06, 05/07</u> and 05/10 as shown on the land <u>plans plan</u> and described in the book of reference;</i>	To update the protective provisions to align with requests made by UKAEA and UKFE
Schedule 10, Part 11, For the protection of the UK Atomic Energy Authority and UK Fusion Energy Limited, Paragraph 136, Application	The definition of “UKFE” has been amended as follows: <i><u>“UKFE” means UK Fusion Energy Limited (company number 14620804) whose registered office is at C7 Culham Campus, Abingdon, Oxfordshire, United Kingdom, OX14 3DB or such other company as may be substituted, by written notice from UKAEA to the undertaker, as being the successor to UKFE’s functions to deliver the STEP project;</u></i>	To update the protective provisions to align with requests made by UKAEA and UKFE

<p>Schedule 10, Part 11, For the protection of the UK Atomic Energy Authority and UK Fusion Energy Limited, Paragraph 136, Application</p>	<p>The definition of “West Burton Power Station” has been amended as follows: “West Burton Power Station” means <u>land shown on the plan of that land known as name identified in the table at Schedule 12 (documents and plans to be certified) and which is certified by the Secretary of State as the West Burton Power Station plan for the purposes of this Order.</u></p>	<p>To update the protective provisions to align with requests made by UKAEA and UKFE</p>
<p>Schedule 10, Part 11, For the protection of the UK Atomic Energy Authority and UK Fusion Energy Limited, Paragraph 139</p>	<p>Paragraph 139 has been amended as follows: 139. The undertaker, in the case of the powers conferred by article 16 (protective works to buildings), must <u>not</u> exercise those powers so as not to obstruct or render less convenient the access to any buildings without the written consent of UKAEA.</p>	<p>To update the protective provisions to align with requests made by UKAEA and UKFE</p>
<p>Schedule 10, Part 11, For the protection of the UK Atomic Energy Authority and UK Fusion Energy Limited, Paragraph 141</p>	<p>Sub-paragraph (3) has been amended as follows: (3) The undertaker must not commence any works to which sub-paragraph (2) applies until UKAEA has given written approval<u>one of the plan so submitted following conditions has been met:</u> <u>(a) UKAEA has given written approval of the plan so submitted; or</u> <u>(b) The plan has been approved by arbitration under paragraph 148.</u></p>	<p>To update the protective provisions to align with requests made by UKAEA and UKFE</p>
<p>Schedule 10, Part 11, For the protection of the UK Atomic Energy Authority and UK Fusion Energy Limited, Paragraph 141</p>	<p>Sub-paragraph (4) has been amended as follows: (4) Any approval of UKAEA required under sub-paragraph (3)— (a) may be given subject to reasonable conditions for any purpose mentioned in (5) or (7); (b) must not be unreasonably withheld and must be provided within 42 days of submission of the plan under sub-paragraph (1); and (c) where UKAEA fails either reasonably to approve, or to provide reasons for its failure to approve along with an indication of what would be required to make acceptable, any proposed details relating to the plan for the</p>	<p>To update the protective provisions to align with requests made by UKAEA and UKFE</p>

	<p>specified works under sub-paragraph (3) within 42 days of submission then such plan then approval shall be deemed to have been given.</p> <p><u>(c) must in the case of any approval by UKAEA be provided within 42 days of submission of the plan under sub-paragraph (1);</u></p>	
<p>Schedule 10, Part 11, For the protection of the UK Atomic Energy Authority and UK Fusion Energy Limited, Paragraph 141</p>	<p>Sub-paragraph (5) has been amended as follows:</p> <p><u>(5) In relation to any work to which sub- paragraph (2) applies, UKAEA may within 42 days of submission of the plan under sub- paragraph (1) require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing any apparatus or assets 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 the UKAEA land and where such modifications are required UKAEA must at the same time provide reasons why the modifications are necessary.</u></p>	<p>To update the protective provisions to align with requests made by UKAEA and UKFE</p>
<p>Schedule 10, Part 11, For the protection of the UK Atomic Energy Authority and UK Fusion Energy Limited, Paragraph 141</p>	<p>Sub-paragraph (6) has been inserted as follows:</p> <p><u>(6) Where UKAEA fails to either:</u></p> <p><u>(a) approve the plan submitted by the undertaker in accordance with the time limit set out in sub-paragraph (4)(c); or</u></p> <p><u>(b) provide details of the modifications it requires to the plan under sub-paragraph (5),</u></p> <p><u>within 42 days of submission of the plan under sub-paragraph (1) then the undertaker may instead submit the plans for approval by arbitration under paragraph 148 in which case the arbitrator may approve the plans, approve the plans with modifications or refuse to approve the plans, but if they refuse to approve the plans they must give reasons.</u></p>	<p>To update the protective provisions to align with requests made by UKAEA and UKFE</p>
<p>Schedule 10, Part 11, For the protection of the UK Atomic Energy Authority and UK Fusion Energy Limited, Paragraph 141</p>	<p>Sub-paragraph (7) has been inserted as follows:</p> <p><u>(7) Works executed under sub-paragraph (2) must be executed in accordance with the plan, submittedapproved under sub-paragraph (1) or as relevant sub-paragraph (53), as approved or as amended from time to time by agreement between the undertaker and UKAEA <u>or by arbitration</u> and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5) or (7) by UKAEA <u>or the arbitrator</u> for the alteration or otherwise</u></p>	<p>To update the protective provisions to align with requests made by UKAEA and UKFE</p>

	<p>for the protection of any apparatus or assets, or for securing access to the UKAEA land, and UKAEA will be entitled to watch and inspect the execution of those works.</p>	
<p>Schedule 10, Part 11, For the protection of the UK Atomic Energy Authority and UK Fusion Energy Limited, Paragraph 148</p>	<p>Paragraph 148 has been amended as follows:</p> <p><u>Notices and approvals</u></p> <p><i>148—(1) Notwithstanding article 36 (service of notices), any plans <u>plan or notice which must be</u> submitted to UKAEA by the undertaker pursuant to paragraph 142 <u>and any requests for consent, agreement or approval under this Part must (instead of being submitted to UKAEA) be submitted to UKAEA/UKFE</u> addressed to the company secretary and copied to the land and estates team <u>UKFE Land and sent to Estates Team at</u> Culham Campus, Abingdon, Oxfordshire, OX14 3DB, or to such other address as UKAEA may from time to time appoint instead for that purpose and notify to the undertaker in writing.</i></p> <p><i>(2) <u>Where any consent, agreement or approval must be given by UKAEA under this Part that consent, agreement or approval may be given by UKAEA or UKFE but the undertaker need not obtain the consent, agreement or approval of both</u></i></p>	<p>To update the protective provisions to align with requests made by UKAEA and UKFE</p>
<p>Schedule 10, Part 12, For the Protection of National Grid Electricity Transmission PLC As Electricity Undertaker</p>	<p>Protective provisions for National Grid Electricity Transmission have been inserted into part 12.</p>	<p>To provide a set of provisions for the protection of existing National Grid Electricity Transmission apparatus.</p>
<p>Schedule 12</p>	<p>The table of documents to be certified has been updated to include full details of certified documents.</p>	<p>The Applicant has updated this schedule to account for the updated list of certified documents.</p>

3. Schedule of Changes of the draft Development Consent Order at Deadline 6

Table 4: Table of amendments submitted to the draft Development Consent Order (Revision 05)

Article/Paragraph/Schedule Number	Amendment	Reason
Changes made throughout the DCO	Various minor amendments have been made to the dDCO to correct cross-referencing errors.	For clarity and consistency.
Articles		
Preamble, Paragraph 3	Paragraph 3 has been amended as follows: <i>The panel, having considered the representations made and not withdrawn and the application together with the accompanying documents, <u>and the representations made and not withdrawn</u>, in accordance with section 83 <u>74(2)(d)</u> of the 2008 Act, has submitted a report and recommendation to the Secretary of State.</i>	Updated to respond to ExA's commentary on the dDCO
Preamble, Paragraph 4	Paragraph 4 has been amended as follows: <i>The Secretary of State <u>has considered the representations made and not withdrawn</u>, having considered the representations made and not withdrawn, and the recommendations and report of the panel, and has taken into account the environmental information in accordance with regulation 4 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017(2) <u>and</u>, as a national policy statement has effect in relation to the proposed development, has had regard to the documents referred to in section 104(2) of the 2008 Act.</i>	Updated to respond to ExA's commentary on the dDCO
Preamble, Paragraph 5	Paragraph 5 has been amended as follows: <i>The Secretary of State, <u>having decided the application, has determined has decided to</u> -make an Order granting development consent for the development described in the application [with modifications which in the opinion of the Secretary of State do not make any substantial changes to the proposals comprised in the application.]<u>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.</u></i>	Updated to respond to ExA's commentary on the dDCO

⁽²⁾ S.I. 2017/572.

Article 1, Interpretation	“outline LEMP” means the document certified by the Secretary of State as the outline landscape and ecological ecology management plan for the purposes of this Order in accordance with article 36 (certification of plans, etc);	
Part 2 Article 7, Defence to proceedings in respect of statutory nuisance	Sub-paragraph (1) has been amended as follows: <i>(1) Where proceedings are brought under section 82(1) (summary proceedings by a person aggrieved by statutory nuisance) of the Environmental Protection Act 1990(3) in relation to a nuisance falling within paragraph (d), (fb), (g), or (ga) of section 79(1) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance) no order is to be made, and no fine is to be imposed, under section 82(2) of that Act if—</i>	To remove inaccurate reference, identified in the ExA’s commentary of the dDCO.
Part 3, Article 12, Temporary stopping up of streets and public rights of way	Sub-paragraph (8) and (9) have been inserted: <i><u>(8) An application for consent under paragraph (5)(b) must contain a written statement that the provisions of paragraph (7) apply to that application</u></i> <i><u>(9) If an application for consent under paragraph 5(b) does not include the written statement required under paragraph (8), the provisions of paragraph (7) will not apply to that application.</u></i>	To include guillotine drafting, as requested by the ExA in the ExA’s commentary on the dDCO.
Part 4, Article 15, Discharge of water	Sub-paragraph (11) has been inserted: <i><u>(11) If an application for consent under paragraph (3) or for approval under paragraph 4(a) does not include the written statement required under paragraph (10), the provisions of paragraph (9) will not apply to that application.</u></i>	To strengthen guillotine drafting as requested by the ExA in the ExA’s commentary on the dDCO.
Part 6, Article 34, Felling or lopping of trees or removal of hedgerows	Sub-paragraph (1) has been amended as follows: <i>1) The undertaker may fell or lop any tree, or shrub near any part of the authorised development <u>within or overhanging the Order limits</u>, or cut back its roots, if it reasonably believes it to be necessary to do so to prevent the tree, or shrub—</i>	The Applicant has amended the DCO to respond to concerns raised by the ExA in their commentary on the dDCO.

⁽³⁾ 1990 c.43

<p>Schedule 2, Requirements, Part 1, Requirements, Requirement 9, Operational environmental management plan (OEMP)</p>	<p>Sub-paragraph (2)(a) has been amended as follows: <i>(a) nuisance management including measures to avoid or minimise the impacts of operational works (covering dust, noise, <u>lighting</u> and vibration);</i></p>	<p>The Applicant has amended the DCO to respond to concerns raised by the ExA in their commentary on the dDCO.</p>
<p>Schedule 2, Requirements, Part 1, Requirements, Requirement 13, Public rights of way diversion</p>	<p>Sub-paragraph (3) has been amended as follows: <i>(3) The plan must be implemented as approved unless otherwise agreed with the local planning authority in consultation with the highway authority and thereafter <u>maintained in accordance with the details approved under sub-paragraph (1).</u></i></p>	<p>The Applicant has amended the DCO to respond to concerns raised by the ExA in their commentary on the dDCO.</p>
<p>Schedule 2, Requirements, Part 1, Requirements, Requirement 17, Archaeology</p>	<p>Sub-paragraph (1) has been amended as follows: <i>(1) No phase within of the authorised development, and no part of the site preparation works for that phase, can commence until—</i></p>	<p>The Applicant has amended the DCO to respond to concerns raised by the ExA in their commentary on the dDCO.</p>
<p>Schedule 2, Requirements, Part 1, Requirements, Requirement 17, Archaeology</p>	<p>Sub-paragraph (3) has been amended as follows: <i>(3) Any WSI prepared pursuant to this paragraph shall<u>must</u></i></p>	<p>The Applicant has amended the DCO to respond to concerns raised by the ExA in their commentary on the dDCO.</p>
<p>Schedule 2, Requirements, Part 1, Requirements, Requirement 18, Permissive path</p>	<p>Sub-paragraph (3) has been amended as follows: <i>(3) The permissive path must be maintained and access by the public permitted for 3<u>264</u> days a year, <u>except where the undertaker determines that closure is required for maintenance or an emergency.</u> (subject to closures for maintenance or emergencies) until commencement of decommissioning of the authorised development pursuant to paragraph 21 (decommissioning and restoration) of this Part of this Schedule.</i></p>	<p>The Applicant has amended this requirement to provide an greater enhancement in relation to the access offering by the Scheme.</p>
<p>Schedule 10, Part 3, For the protection of the Lead Local Flood Authority</p>	<p>The header of Part 3 has been amended as follows: <i>FOR THE PROTECTION OF DRAINAGE AUTHORITIES<u>THE LEAD LOCAL FLOOD AUTHORITY</u></i></p>	<p>Part 3 has been amended so that it no longer applies to both the LLFA and the TV IDB, and now just applies to the LLFA as the TV IDB has their set of PPs at Part 4.</p>
<p>Schedule 10, Part 3, For the protection of the Lead Local Flood Authority, Paragraph 18, Interpretation</p>	<p>The definition of “drainage authority” has been amended as follows: <i>“drainage authority” means the drainage board<u>Nottinghamshire County Council in their role as lead local flood authority, being a drainage board.</u> concerned within the meaning of section 23 of the Land Drainage Act 1991;</i></p>	<p>Part 3 has been amended so that it no longer applies to both the LLFA and the TV IDB, and now just applies to the LLFA as the TV IDB has their set of PPs at Part 4.</p>

<p>Schedule 10, Part 3, For the protection of the Lead Local Flood Authority, Paragraph 18, Interpretation</p>	<p>The definition of “specified work” has been amended as follows: <i>“specified work” means—_in the case of apparatus owned and operated by a lead local flood authority, so much of any work or operation authorised by this Order as is in, on, under, over or within 5 metres of a drainage work or is otherwise likely to—</i></p> <ul style="list-style-type: none"> <i>(i) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;</i> <i>(ii) affect the flow, purity, or quality of water in any watercourse; or</i> <i>(iii) affect the conservation, distribution or use of water resources.</i> <p><i>(b) in the case of apparatus owned and operated by an internal drainage board so much of any work or operation authorised by this Order as is in, on, under, over or within 9 metres of a drainage work or is otherwise likely to—</i></p> <ul style="list-style-type: none"> <i>(i) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;</i> <i>(ii) affect the flow, purity, or quality of water in any watercourse; or</i> <i>(iii) affect the conservation, distribution or use of water resources.</i> 	<p>Part 3 has been amended so that it no longer applies to both the LLFA and the TV IDB, and now just applies to the LLFA as the TV IDB has their set of PPs at Part 4.</p>
<p>Schedule 10, Part 4, for the protection of the Trent Valley Internal Drainage Board</p>	<p>Protective provisions for the Trent Valley Internal Drainage Board have been inserted into Part 4.</p>	<p>To insert protective provisions agreed with TV IDB.</p>
<p>Schedule 10, Part 7, For the protection of Exolum Pipeline System Ltd, Paragraph 73, Expenses</p>	<p>Sub-paragraph (2) has been updated as follows: <u><i>(a) the placing of apparatus of a better type, greater capacity or of greater dimensions, or at a greater depth than the existing Apparatus, to the extent Exolum has acted reasonably in procuring such apparatus;</i></u></p>	<p>To update drafting as agreed with the respective party.</p>
<p>Schedule 10, Part 11, For the protection of Railway Interests, Paragraph 136</p>	<p>Sub-paragraph (7)(d) has been amended as follows: (d) the undertaker shall not allow the use or operation of the authorised development in a manner that has caused or will cause EMI until measures have been taken in accordance with this paragraph to prevent EMI occurring. <i>—unless Network Rail, acting reasonably, agree otherwise.</i></p>	<p>for clarity and consistency</p>
<p>Schedule 10, Part 12, For the protection of UK Atomic Energy Authority and UK Fusion Energy LTD, Paragraph 149, Interpretation</p>	<p>The definition of “West Burton Power Station” has been amended as follows: <i>“West Burton Power Station” means land shown <u>edged red</u> on the plan of that name <u>named “the West Burton Power Station Plan”</u> –identified in the table at Schedule 12 (documents and plans to be certified) and which is certified by the</i></p>	<p>for clarity and consistency</p>

	<i>Secretary of State as the West Burton Power Station plan for the purposes of this Order.</i>	
Schedule 10, Part 12, For the protection of UK Atomic Energy Authority and UK Fusion Energy LTD, Paragraph 160, Notices and approvals	Sub-paragraph (2) has been amended as follows: <i>(2) Where any consent, agreement or approval must be given by UKAEA under this Part that consent, agreement or approval may be given by UKAEA or UKFE but the undertaker need not obtain the consent, agreement or approval of both UKAEA or UKFE.</i>	for clarity and consistency
Schedule 12, Documents to be certified	The table of documents to be certified has been updated.	